

# **COLLECTIVE AGREEMENT** 2024 - 2030

# WESTERN FOREST PRODUCTS INC. and UNITED STEELWORKERS Local 1-1937 & Council Of USW Locals Certified to WFP

Effective June 15, 2024

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## 2024 – 2030 COLLECTIVE AGREEMENT

THIS AGREEMENT entered into this 14th day of June, 2024

#### BETWEEN

#### Western Forest Products Inc.

(Hereinafter known as the "Company")

OF THE FIRST PART

AND

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

(United Steelworkers)

AFL - CIO - CLC

Locals 1-1937 and Council of USW Locals Certified for Some Divisions of Western Forest Products Inc.

(Hereinafter known as the "Union")

OF THE SECOND PART

# LAND ACKNOWLEDGEMENT:

Western Forest Products Inc. and the United Steelworkers Local 1-1937 are honoured to operate and work on the traditional and unceded territories of over 50 coastal First Nations and are committed to working respectfully with these Indigenous communities.

# 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 cooperate fully, individually and collectively, for the advancement of said conditions.

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

Wherever a gender reference is used in this Agreement it shall be deemed to include reference to all genders.

# ARTICLE I – BARGAINING AGENCY

## Section 1: Recognition

- (a) The Company recognizes the Union as the sole collective bargaining agent of the employees of the Company except confidential employees, office employees and those employees with the authority to hire or discharge.
- (b) It is agreed that when a dispute arises as to whether or not a person is an employee within the bargaining unit it shall be subject to the grievance procedure as provided in Article XXIX, Section 1, Step Three, and in the event of failure to reach a satisfactory settlement it shall be dealt with by arbitration as set forth in Article XXX, Section 1.
- (c) The Union agrees to issue a withdrawal card to employees transferred from the bargaining unit to a job outside the bargaining unit providing that no dispute arises within the meaning of Clause (b) herein.

# Section 2: Meetings

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

The Parties agree that it is mutually beneficial to resolve issues for the benefit of positive labour relations. The Parties agree to work cooperatively to resolve grievances at the earliest possible stage.

All grievance meetings will be held at a time that is mutually agreed upon. The Company will pay one designated Shop Committee member for their attendance at Grievance meetings. If meetings are held with the Company outside of the designated union representative's scheduled working hours, that one union representative shall be paid for up to two hours of overtime for the time attending the meeting, up to a maximum of twenty-four (24) hours of overtime per calendar year per operation, prorated for the balance of 2024 based on contract ratification date.

Where the Company requests or accepts a meeting with the Shop Committee, the Company will pay straight-time rates, not exceeding two (2) hours, at the appropriate rate of pay to all Committee members for the actual time spent in attending Shop Committee meetings outside of working hours, effective upon ratification.

#### Section 3: Bargaining Authority

The Company and the Union agree that the bargaining authority of the Union shall not be impaired during the term of this Collective Agreement. The Company agrees that the only certification it will recognize during the term of this Agreement is that of the United Steelworkers Local 1-1937, and the Council of USW Locals certified for some divisions of Western Forest Products Inc. unless ordered by due process of law to recognize some other bargaining authority.

# Section 4: Access to Operation

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

# ARTICLE II – EMPLOYER'S RIGHTS

# Section 1: Management and Direction

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

# Section 2: Hiring and Discipline

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

# **ARTICLE III – HUMAN RIGHTS AND HARASSMENT**

# Section 1: Human Rights

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

# Section 2: Harassment

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

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

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

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

- (a) The Employer shall notify the Local Union as soon as possible following a Human Resource Representative's receipt of a complaint involving a bargaining unit employee.
- (b) A bargaining unit respondent (the "BU Respondent") shall be advised of the allegations

made against them, in writing, at the commencement of the BU Respondent's interview and prior to the Investigator asking any questions of the BU Respondent. The Union and BU Respondent may immediately caucus to review the allegations but will not unduly delay the BU Respondent's investigation interview.

- (c) The BU Respondent shall have the opportunity to fully respond to the allegations made against them in person at the investigation interview(s). In addition, following the in-person interview(s), the BU Respondent shall have the opportunity to provide any further response to the allegations in writing along with any additional documentation they wish to provide in response to the allegations.
- (d) The Employer will put to BU Respondents and bargaining unit complainants (the "BU Complainants") any material inconsistencies or conflicts in information provided by excluded respondents, complainants, or witnesses during an investigation interview(s).
- (e) Subject to the Employer's privacy obligations, the Employer shall provide the opportunity to BU Complainants and BU Respondents to view relevant video surveillance evidence during their investigation interview where it is necessary to do so for the investigation being conducted.
- (f) Subject to the Employer's privacy obligations and consistent with the OHSR, at the conclusion of the investigation, the BU Complainant, BU Respondent and Union shall be provided an outcome letter. The outcome letter shall include the following:

- (i) an outline of the allegations;
- (ii) which allegations, if any, were factually substantiated;
- (iii) whether the complainant's evidence was accepted;
- (iv) whether the allegations, if substantiated, breach the Policy;
- (v) the number of witnesses interviewed and whether the witnesses are excluded or bargaining unit employees; and
- (vi) whether the evidence of the complainant, respondent and/or witnesses was preferred.
- (g) Any bargaining unit employee may request the Union's assistance in drafting or amending a complaint filed under the Policy to ensure it contains all necessary information. If a bargaining unit employee verbally reports the complaint, the bargaining unit employee may have the Union present during the reporting of the complaint. A bargaining unit employee's election to have the Union present will not unnecessarily delay the reporting of a complaint(s).
- (h) Subject to any bargaining unit employee requesting the Union to not be present, the Union shall be present to observe and represent bargaining unit employees in any investigation interviews conducted under the Policy and the Article involving bargaining unit employees as complainant, respondent, or witness (the "Bargaining Employee Interviews"). The Union may caucus with a BU

Respondent or BU Complainant at any time during the Bargaining Employee Interviews. The Union's caucus will not unduly delay the investigation process.

- (i) The Union shall have the right to ask additional questions at the end of the Bargaining Employee Interviews (the "Additional Questions"). Prior to asking the Additional Questions, the Union and the Investigator shall caucus so the Union may inform the Investigator of the nature of the Additional Questions.
- (j) In the event an excluded employee is interviewed as a witness during an investigation under the Policy and Article involving a BU Respondent or BU Complainant, the Employer shall provide the Union with a written witness statement prior to conclusion of the investigation, which includes the factual information received by the Investigator during the witness interview. Absent the consent of the excluded employee, the witness statement shall not include any of the excluded employee's personal information as contemplated under the Personal Information Protection Act. SBC 2003 c. 63 ("PIPA"). The Union may ask additional questions of and/or seek clarification from the Investigator with respect to the information in the witness statement.

# ARTICLE IV - UNION SECURITY

#### Section 1: Co-operation

The Company will co-operate with the Union in obtaining and retaining as members the employees as defined in

this Agreement, and to this end will present to new employees and to all supervisors and forepersons the policy herein expressed.

The Company will provide all new employees with a copy of the Collective Agreement and an introductory meeting with a representative of the Shop Committee at the time of hiring.

# Section 2: Non Bargaining Unit Employees

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

#### Section 3: Charge Hands

Charge Hands are posted bargaining unit employees who relay instructions from management to co-workers, and are responsible to organize work activities and who, in addition to their own assignments, routinely lead and assist bargaining unit employees in the performance of their jobs.

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

# Section 4: Union Shop

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

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

# Section 5: Contractors

(a) Me-Too Agreements

The parties agree that all USW certified contractors in logging operations of Western Forest Products shall sign a Me-Too Letter with the Union, for the 2024 round of bargaining, with the following exceptions:

- (i) Indigenous contractors;
- (ii) A Bill-13 contractor (a replaceable contract as defined in the Forest Act); or
- (iii) A non-Bill 13 contractor with an unexpired commercial contract with Western Forest Products at the time of ratification of this

agreement, provided that when such contractor's current commercial contract with Western Forest Products expires, then such contractor shall sign the Me-Too Letter offered by the Union.

Transition Provisions for non-exempt contractors with unexpired commercial agreements:

Western Forest Products will add clauses to future commercial agreements that a non-exempt contractor must Me-Too Western, for the 2024 round of collective bargaining at the expiry of their commercial contract.

Nothing in this agreement precludes an exempt contractor from voluntarily agreeing to sign a Me-Too Letter when offered by the Union.

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

- (c) All USW certified contractors in logging operations shall not sub-contract out any part of their work to non-USW contractors.
- (d) Where the Local Union finds a Contractor in noncompliance due to:
  - (i) Not forwarding a check-off form within the contractual time frame; or
  - (ii) Not providing the Union a seniority list within a reasonable timeframe, after receiving the request from the Union, up to twice per year; then without involvement of the Company, a five hundred (\$500) dollar payment shall be paid to the Union by the Contractor, per occurrence, following a receipt of notice, to the Contractor, of non-compliance for a second time within a year from the Union.
- (e) The Company shall provide to the Local Union, the names of all contractors and the number of employees and type of work being done by each contractor, upon commencement or introduction of a new contractor (and upon ratification of this agreement) for each USW-certified operation.
- (f) The Company shall annually report m<sup>3</sup> (volume) harvested to the Local Union for all Bill 13 stumpto-dump harvesting contractors, Bill 13 phase contractors and Company crews. For Bill 13 phase contractors the appropriate entitlement will be

reported (for example: road construction/road maintenance - lineal metres/hours, etc).

# Section 6: Shop Committee

- (a) For the purpose of this Agreement when the term "Shop Committee" is used, it shall mean Shop, Camp, Mill or Plant Committee, members of which are appointed by the Union. The Shop Committee shall consist of not less than three (3) employees and not more than seven (7) employees with completed probationary period of employment with the Company who are members of the Union and, wherever possible, they shall be selected on a departmental basis.
- (b) The Union will notify the Company in writing of the members of the Shop Committee. The Union or Shop Committee will inform the Company in writing when any member change takes place on the said Committee. No member of the Shop Committee will be recognized by the Company unless the above procedure is carried out.

# Section 7: Discharge of Non-Members

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

# Section 8: Union Membership

No employee shall be subject to any penalties against their application for membership or reinstatement,

except as may be provided for in the United Steelworkers Constitution, and in accordance with the By-Laws of the following Local Unions: No. 1-1937 and the Council of USW Locals certified for some divisions of Western Forest Products Inc.

#### Section 9: Check-off

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

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

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

#### Section 10: Social Insurance Number

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

# Section 11: Employer Deductions from Wages -Employee Benefit Plans

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

# Section 12: Voluntary Compassionate Deductions

At the request of the Plant/Camp Committee, the Company will support facilitation of payroll deductions to provide financial support to an employee or their family. Employees wishing to make a voluntary donation must complete a Company-provided form for submission by the Plant/Camp Committee for processing.

# Section 13: Employee Discipline

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

# ARTICLE V – HOURS OF WORK

# Section 1: Hours and Overtime

(a) The regular hours of work in all the forest products operations shall be eight (8) hours per day and forty (40) hours per week with rate and one-half for any hours worked over eight (8) hours per day and forty (40) hours per week, except as provided in (b) below. Production employees shall be paid rate and

one-half for Saturday and/or Sunday regardless of the number of hours worked during the week, except as provided in (b) below.

- (b) Double straight-time rates shall be paid for the following:
  - Hours worked in excess of eleven (11) hours per day;
  - (ii) Hours worked on Sunday by employees who have worked five (5) shifts during the preceding six (6) days;
  - (iii) For purposes of (b) herein a Statutory Holiday shall be considered a shift worked;
  - (iv) Item (ii) above shall not apply to employees who work Sunday as a regularly scheduled day.
- (c) The established hours of work will not be altered without prior consultation with the Shop Committee, except in circumstances not in the control of the Company.
- (d) If a Statutory Holiday occurs during the work week, the employee shall only be required to work on Saturday and/or Sunday for the time lost due to the Statutory Holiday by mutual consent. For such work the employee shall be paid rate and one-half, except as provided in Section 1(b) above.
- (e) There shall be a minimum of 8 hours free from work time between shifts, except in cases of emergency.
- (f) In manufacturing, there shall be a thirty (30) minute unpaid lunch period at the mid-point of the shift, and appropriately spaced ten (10) minute rest periods,

during the shift. The Company shall be able to move rest breaks or lunch periods up to thirty (30) minutes ahead, and then only due to mechanical problems, unless otherwise agreed.

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

- (i) Firefighters;
- (ii) Employees on towboats as defined in the Employment Standards Act Regulations;
- (iii) Watchperson employed in logging camps or sawmill industries where operations are suspended.
- (g) In the implementation of the Company's Alcohol and Drug Policy, any employee who is required to stay after their scheduled shift or return to the job site in order to be tested as per the Alcohol and Drug Policy shall be paid all appropriate wage rates, including overtime, until the employee is released.

# Section 2: Alternate Shift Scheduling

- (a) Notwithstanding Article V, Section 1, the Employer may implement alternate shift schedules, subject to Supplement No. 8, which may include Saturdays and Sundays, without overtime penalty, provided the principle of the forty (40) hour week is maintained over an averaging period.
- (b) When alternative schedules have been implemented in accordance with (a) above, the following overtime provisions will apply:
- (c) Rate and one-half shall be paid for the following:

- (i) The first three (3) hours worked in a day in excess of the normal daily hours of the established schedule.
- (ii) Hours worked in excess of forty (40) hours per week or forty (40) hours average when there is an averaging period.
- (iii) All hours worked on an employee's scheduled rest day, unless a change in rest day has been agreed to between the employee and the Company.
- (d) Double straight-time rates shall be paid for the following:
  - (i) All hours worked in excess of (c)(i) above.
  - (ii) All hours worked on Sunday when Sunday is also an employee's scheduled rest day, if the employee has worked forty (40) straight-time hours in the preceding six (6) days, unless a change in the rest day has been agreed to between the employee and the Company.
- (e) For manufacturing, the Company agrees they will not implement a one hundred and twenty (120) hour shift with split days off without mutual agreement between the Parties. The parties agree to a Straight Eight (8) Hour Shift configuration as an approved alternate shift with details to be negotiated by operation.

In addition, the Company agrees they will not implement a one hundred (100) hour shift with split days off without mutual agreement between the Parties for the term of this collective agreement. (f) For logging operations, the Company agrees they will not implement shifts with split days off without mutual agreement of the parties for the term of this collective agreement.

# Section 3: Casual Work

The term "casual work" as used in this Agreement shall apply only to work performed on Saturday and/or Sunday by either laid-off regular employees or other persons hereinafter referred to as "casual employees".

- (a) Casual work on production will be paid for at one and one-half times job rate.
- (b) Casual work on maintenance, repair and preparatory work will be paid for at straight-time job rate.
- (c) (i) Weekend work performed by casual employees, laid-off regular employees and part-time employees will be paid for at straight-time job rate except as provided in (ii) herein.
  - (ii) A laid-off regular production employee shall be considered a production employee during the weekend of the week they are laid-off and will be paid rate and one-half for any work they perform on either Saturday or Sunday except as provided in Section 1(b) above.
- (d) Regular laid-off employees shall not be classified as casual employees, and shall have preference for available work over the said casual employees.
- (e) The employer agrees to keep a separate seniority list of casual employees who have worked at least

ten (10) working days, exclusively for recall purposes and, subject to clause (e), further agrees to recall casual employees in accordance with their seniority as set forth in this list.

# Section 4: Saturday and Sunday Work

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

For the purpose of this Section, employees shall be engineers, fireperson, operating millwrights, maintenance workers, watchperson, cookhouse and bunkhouse employees.

# Section 5: Tuesday to Saturday

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

# Section 6: Completion of Afternoon Shift

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

# Section 7: Three-shift Operations

(a) The Company shall have the right to operate the plant or any part thereof on a three-shift basis and all employees working under this arrangement shall receive eight (8) hours' pay upon completion of the full hours established as their regular shift. Details of shifts shall be varied at the Company's option.

- (b) It is agreed that Clause (a) above shall only apply to those employees actually working on a three-shift basis.
- (c) The Company shall have the right to determine the number of shifts operated in any unit or department of the operation.
- (d) Where less than three (3) shifts are worked, Clause(a) above shall not apply.

# Section 8: Swing Shift

- (a) The working force on the day shift in manufacturing plants shall alternate with the working force on the afternoon shift on a regular basis as agreed upon by the Company and the Shop Committee.
- (b) The Company and the Union agree to discuss the extension of the provisions of (a) to the logging operations when requested by either party.

# Section 9: Rest Periods

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

# Section 10: Hot Meals

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

# Section 11: No Work Guarantee

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

# ARTICLE VI – TECHNOLOGICAL CHANGE

# Section 1: Joint Committee

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

# Section 2: Advance Notification

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

# Section 3: Retraining

The Company shall cooperate with the governments of British Columbia and Canada and participate in every way possible in training or retraining of employees so affected.

# Section 4: Rate Adjustment

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

(b) Following an application of (a) above, where an employee is set back to a lower paid job because of an application of Article XX - Seniority brought on by mechanization, technological change or automation they will receive the rate of their regular job at the time of the setback for a period of three (3) months and for a further period of three (3) months they will be paid an adjusted rate which will be midway between the rate of their regular job at the time of the setback and the rate of their new regular job. At the end of this 6-month period the rate of their new regular job will apply.

#### Section 5: Severance Pay

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

weeks' pay. This Section shall not apply to employees covered by Section 4(b) above.

# Section 6: Option

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

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

# **ARTICLE VII - WAGES - LOGGING**

#### Section 1: Wage Rate Adjustments

- (a) Effective June 15, 2024, the wages of all hourly rated employees will be increased by four percent (4%).
- (b) Effective June 15, 2025, the wages of all hourly rated employees will be increased by three percent (3%).
- (c) Effective June 15, 2026, the wages of all hourly rated employees will be increased by three percent (3%).
- (d) Effective June 15, 2027, the wages of all hourly rated employees will be increased by three percent (3%).
- (e) Effective June 15, 2028, the wages of all hourly rated employees will be increased by three percent (3%).

- (f) Effective June 15, 2029, the wages of all hourly rated employees will be increased by the greater of three percent (3%) or CPI (Victoria, all items for year ending 2028).
- (g) The rates resulting from the application of the conversion percentages herein will be rounded as follows:
  - 0 to .499-down to the nearest cent

.500 to .999 -up to the nearest cent

#### Section 2: Standard Logging Wage Scale

			Effective June 15, 2026			
Group 1	\$35.13	\$36.18	\$37.27	\$38.39	\$39.54	\$40.73
Camp Watchperson/ Gateperson						
Labourer						
Bullcook/ Bedmaker						
Group 2	\$35.41	\$36.47	\$37.56	\$38.69	\$39.85	\$41.05
Powder Packer						
Roadperson						
Group 3	\$35.73	\$36.80	\$37.90	\$39.04	\$40.21	\$41.42
Tree Planter						
Group 4	\$36.05	\$37.13	\$38.24	\$39.39	\$40.57	\$41.79
Drillers Assistant						
Cat Swamper						
Truck Greaser & Clean-up						

	Effective	Effective	Effective	Effective	Effective	Effective
	June 15,					
1	2024	2025	2026	2027	2028	2029 <sup>1</sup>
Bundler Helper (Dryland Sort)						
Choker-person						
Tire Change- person						
Log Dump Helper						
Group 5	\$36.37	\$37.46	\$38.58	\$39.74	\$40.93	\$42.16
Crew Bus Driver						
Chaser						
Head Bundler (Dryland Sort)						
Boomperson						
Second Loader						
Forestry Crewperson I						
Engineering Crewperson I						
Heli-log Choker-person (see Note 1 – Heli-log Occupations)						
Group 6	\$36.64	\$37.74	\$38.87	\$40.04	\$41.24	\$42.48
Boring Machine Operator						
Towboat Deckhand						
Choker-person/ Electronic Chokers						

	Effoctivo	Effoctivo	Effective	Effoctivo	Effoctivo	Effective
		June 15,				
	2024	2025	2026	2027	2028	2029 <sup>1</sup>
Long Line Yarding Choker-person - Drop Line System						
Group 7	\$37.18	\$38.30	\$39.45	\$40.63	\$41.85	\$43.11
Swifter Winch Operator						
Utility Person - Grapple Yarding						
Long Line Yarding Chaser - Drop Line System						
Forestry Crewperson II						
Engineering Crewperson II						
Powder-person						
Baker + Board						
Second Cook + Board						
Group 8	\$37.66	\$38.79	\$39.95	\$41.15	\$42.38	\$43.65
Rubber Tired Skidder Operator						
Bulldozer Operator (Ballast/Fill)						
Landing-person						

		Effective June 15, 2026		Effective June 15, 2029 <sup>1</sup>
Long Line Yarding Chaser - R.W Radio- controlled Motorized Carriage				
Log Dump Operator				
Second Boomperson				
Boom Boat Operator				
Bundling Machine Operator (water)				
Back Hoe Operator				
Gravel Truck Driver				
Small Mobile Drill Operator				
Truck Driver - Explosives				
Excavator Operator - Ballast				
Heli-log Strip Runner (see Note 1 - Heli- log Occupations)				

			Effective June 15, 2026			
Group 9	\$38.37	\$39.52	\$40.71	\$41.93	\$43.19	\$44.49
Full Time First Aid Attendant Advanced (Level 3)						
Grader Operator						
Front End Loader Operator						
Gradall Operator						
Bulldozer Operator - Utility						
Rigging Slinger - R.W.						
Rubber Tired Skidder Operator - Grapple						
Forestry Crewperson III						
Engineering Crewperson III						
Dryland Sort Utility Person						
Head Cook (Small Crew) + Board						
Heli-log Head Chaser (see Note 1 - Heli- log Occupations)						

	June 15,	Effective June 15,				
Heli-log Feeder Boat (see Note 1 - Heli-log Occupations)	2024	2025	2026	2027	2028	2029 <sup>1</sup>
Group 10	\$39.15	\$40.32	\$41.53	\$42.78	\$44.06	\$45.38
Slack Line Rigging Slinger - R.W.						
Slack Line Second Rigger						
Head Boomperson						
Log Grader						
Licensed Scaler/ Grader (cubic)						
Rubber Tired Skidder Operator - Live Boom with Grapple						
Rigging Slinger - R./W./ Electronic Chokers						
Steel Spar Operator						
Head Cook (medium & large crew) + Board						

						Effective
	June 15, 2024	June 15, 2025	June 15, 2026	June 15, 2027	June 15, 2028	June 15, 2029 <sup>1</sup>
Heli-log Road Runner (see Note 1 - Heli- log Occupations)						
Group 11	\$40.21	\$41.42	\$42.66	\$43.94	\$45.26	\$46.62
Front End Log Loader						
Bulldozer Operator - Grade						
Long Line Yarding Second Rigger - Drop Line System						
Long Line Yarding Rigging Slinger - R.W Drop Line System						
Steel Spar Slack Line Operator						
Steel Spar Hooker - R.W.						
Forestry Crewperson IV						
Engineering Crewperson IV						
Truck Dispatcher						
Rock Driller - Tractor, Tank or Air Track						

			Effective June 15, 2026			Effective June 15, 2029 <sup>1</sup>
Heli-log Second Hook Tender (see Note 1 - Heli-log Occupations)						
Group 12	\$41.31	\$42.55	\$43.83	\$45.14	\$46.49	\$47.88
Forestry Crewperson V						
Long Line Yarding Machine Operator - Drop Line System						
Long Line Yarding Rigging Slinger - R.W Radio- controlled Motorized Carriage						
Log Truck Driver						
- Self Load Trailer - Truck Rate + 0.20						
- Preload - Truck Rate + 0.20						
- Tri-Axle Trailer - Truck Rate + 0.20						
- Pup Trailer - Truck Rate + 0.40						

			Effective June 15,			Effective
	2024	2025	2026	2027	2028	2029 <sup>1</sup>
- Self Load Logs - Truck Rate + 0.40						
- Low Bed - Truck Rate + 0.40						
Licensed Scaler/ Grader (fbm & cubic)						
Excavator - "Building Grade"						
Group 13	\$42.41	\$43.68	\$44.99	\$46.34	\$47.73	\$49.16
Mobile Grapple Yarder Operator						
Grapple Yarder Operator						
Log Loader Operator						
Hoe Chucker						
Dryland Sort - Log Stacker						
Dryland Sort - Front End Log Loader						
Dryland Sort - Grapple Operator, Mobile or Stationary Bunks						
Dryland Sort - Bucker						

	Effective	Effective	Effective	Effective	Effective	Effective
			June 15, 2026			
Processor Operator						
Landing Bucker						
Heli-log Hooker (see Note 1 - Heli-log Occupations)						
Group 14	\$43.60	\$44.91	\$46.26	\$47.65	\$49.08	\$50.55
Slack Line Hook & Rig - R.W.						
Mobile Grapple Yarder						
Hooker/ Mobile Back Spar Tender - R.W.						
Log Loader Operator - Super Snorkel						
Heli-log Bull Hooker (See Note 1 - Heli- log Occupations)						
Group 15	\$44.74	\$46.08	\$47.46	\$48.88	\$50.35	\$51.86
Steel Spar Hook & Rig (Conventional) or Grapple Yarding - R.W.						
Long Line Yarding Hook & Rig - R.W. Drop Line System						

				Effective June 15, 2027		Effective June 15, 2029 <sup>1</sup>
Group 16	\$45.91	\$47.29	\$48.71	\$50.17	\$51.68	\$53.23
Mechanical Tree Harvester - Production						
Feller-Buncher Operator						

FALLING & BUCKING	Effective June 15, 2024					Effective June 15, 2029 <sup>1</sup>
Falling & Bucking – Hour	\$62.74	\$64.62	\$66.56	\$68.56	\$70.62	\$72.74
Falling & Bucking – Day	\$501.98	\$517.04	\$532.55	\$548.53	\$564.99	\$581.94

<sup>1</sup> Wage rates effective June 15, 2029, are based on the minimum three percent (3%) wage increase and may be adjusted, if required, to meet the CPI (Victoria, all items for year ending 2028) negotiated rate.

- (a) The hourly rate for falling and bucking will be for all hourly compensation provisions, except travel time. The daily rate for falling and bucking will be for the regular hours of work.
- (b) The Company will arrange for the supply and maintenance of all necessary tools for falling and bucking.
- (c) It is agreed that fallers will be expected to fall and buck timber for six and one-half (6-1/2) hours each regular working day.
- (d) The Company agrees that it will not issue or continue any falling and bucking contracts after June 15, 1972 where the falling and bucking

contractor employs a piecework falling and bucking system.

## NOTE 1 - HELI-LOG OCCUPATIONS

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

## **NOTE 2 – HOOKTENDERS**

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

	Effective	Effective	Effective		Effective	Effective June 15,
	2024 <sup>2</sup>	2025	2026	2027	2028	2029 <sup>3</sup>
HEAVY DUTY N	IECHANI	C (Group	1)			
Journeyperson (with certificate)	\$51.43	\$52.97	\$54.56	\$56.20	\$57.89	\$59.63
Journeyperson (no certificate)	\$49.63	\$51.12	\$52.65	\$54.23	\$55.86	\$57.54
Improver (last 6 months of Apprenticeship)		\$47.69	\$49.12	\$50.59	\$52.11	\$53.67
Improver (3rd Yr. Apprenticeship completed)	\$45.77	\$47.14	\$48.55	\$50.01	\$51.51	\$53.06
Improver (2nd Yr. Apprenticeship completed)	\$43.72	\$45.03	\$46.38	\$47.77	\$49.20	\$50.68

#### Section 3: Certified Logging Tradespeople

	Effoctivo	Effoctivo	Effoctivo	Effective	Effoctivo	Effoctivo			
				June 15,					
	2024 <sup>2</sup>	2025	2026	2027	2028	2029 <sup>3</sup>			
Helper (1st Year Apprenticeship	<b>.</b> 40 <b>.</b> 74	<b>. . . . . . . . . .</b>	<b>.</b>	<b>*</b> 40.07	<b>.</b>				
completed)	\$42.71	\$43.99	\$45.31	\$46.67	\$48.07	\$49.51			
Helper	\$42.17	\$43.44	\$44.74	\$46.08	\$47.46	\$48.88			
MACHINIST, STEAMFITTER, PIPEFITTER, CONSTUCTION MILLWRIGHT/CARPENTER, AUTO MECHANIC, ELECTRICIAN (Group 2)									
Journeyperson (with certificate)	\$51.12	\$52.65	\$54.23	\$55.86	\$57.54	\$59.27			
Journeyperson (no certificate)	\$49.29	\$50.77	\$52.29	\$53.86	\$55.48	\$57.14			
Improver (last 6 months of Apprenticeship)	\$46.00	\$47.38	\$48.80	\$50.26	\$51.77	\$53.32			
Improver (3rd Yr. Apprenticeship completed)	\$45.49	\$46.85	\$48.26	\$49.71	\$51.20	\$52.74			
Improver (2nd Yr. Apprenticeship completed)	\$43.42	\$44.72	\$46.06	\$47.44	\$48.86	\$50.33			
Helper (1st Year Apprenticeship completed)	\$42.45	\$43.72	\$45.03	\$46.38	\$47.77	\$49.20			
Helper	\$41.90	\$43.16	\$44.45	\$45.78	\$47.15	\$48.56			
WELDER (Grou	ıp 2)								
Journeyperson (with DPW #1, #2, #3)	\$51.12	\$52.65	\$54.23	\$55.86	\$57.54	\$59.27			
Journeyperson (no certificate)	\$49.29	\$50.77	\$52.29	\$53.86	\$55.48	\$57.14			

		Effective June 15,				
	2024 <sup>2</sup>	2025	2026	2027	2028	2029 <sup>3</sup>
Improver (last 6 months of						
Apprenticeship)	\$46.00	\$47.38	\$48.80	\$50.26	\$51.77	\$53.32
Improver (2nd Yr. Apprenticeship completed)	\$45.49	\$46.85	\$48.26	\$49.71	\$51.20	\$52.74
Improver (1st Year Apprenticeship completed)	\$43.42	\$44.72	\$46.06	\$47.44	\$48.86	\$50.33
Helper	\$41.90	\$43.16	\$44.45	\$45.78	\$47.15	\$48.56
BODY SHOP R	roup 2)					
RAIL CAR REP	AIRPERS	SON				
Journeyperson (with certificate)	\$51.12	\$52.65	\$54.23	\$55.86	\$57.54	\$59.27
Journeyperson (no certificate)	\$49.29	\$50.77	\$52.29	\$53.86	\$55.48	\$57.14
POWER SAW N	<b>IECHANI</b>	C (Group	3)			
BRIDGEPERSC	ON					
TIRE REPAIRE	R/TIRE V	ULCANIZ	ER			
Journeyperson (with certificate)	\$50.71	\$52.23	\$53.80	\$55.41	\$57.07	\$58.78
Journeyperson (no certificate)	\$48.89	\$50.36	\$51.87	\$53.43	\$55.03	\$56.68
Improver	\$43.12	\$44.41	\$45.74	\$47.11	\$48.52	\$49.98
Helper	\$41.58	\$42.83	\$44.11	\$45.43	\$46.79	\$48.19

 $^2$  Includes increase to Tradespeople rates of three percent (3%) prior to the wage increase in Section 1 (a).

<sup>3</sup> Wage rates effective June 15, 2029, are based on the minimum three percent (3%) wage increase and may be adjusted, if required, to meet the CPI (Victoria, all items for year ending 2028) negotiated rate.

## Section 4: Logging Premiums

- (a) First Aid Ticket
  - (i) Intermediate (Level 2) Certificate -Occupational Rate + fifty cents (\$0.50) per hour
  - (ii) Advanced (Level 3) Certificate Occupational Rate + one dollar and fifty cents (\$1.50) per hour
- (b) Drillers and Powder Person (with valid ticket) -Occupational Rate + fifty cents (\$0.50) per hour
- (c) Radio Whistle Occupational Rate + fifteen and one-half cents (15-1/2¢) per hour (other than designated rigging categories)
- (d) Charge Hands Occupational Rate + fifteen percent (15%) for all hours worked and that where past practice is identified where an individual is receiving more than their premium, that person shall be grandfathered.
- (e) Travel Time is the greater of Group 1 or seventy-five percent (75%) of Job Rate
- (f) Tethered Equipment Operator Occupational Rate + five dollars (\$5.00) for all hours worked while specifically operating equipment on the tether. There shall be no wage rate reduction for any current operator being compensated at a higher rate.

## Section 5: Shift Differential

- (a) The first shift, which may vary in individual operations, is the recognized day shift. Hours worked outside the recognized day shift will be regarded as the second and third shifts. Premium rate of one dollar (\$1.00) per hour will be paid for second and third shifts. A day shift employee working in excess of eight (8) hours will be paid the appropriate overtime rate without the differential. Persons employed other than on regular shifts shall be paid the one dollar (\$1.00) premium rate for all hours worked outside the recognized day shift.
- (b) Certified Logging Tradespeople (Groups 1 and 2 only): certified Tradespeople assigned to work afternoon shift or graveyard shift will be paid a premium of one dollar (\$1.00) per hour over and above the shift premium in Section 5, paragraph (a).

#### Section 6: First Aid Attendant Training

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

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

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

(a) Occupational Rate + Premium:

Intermediate (Level 2) - Fifty cents (\$0.50) per hour

Advanced (Level 3) – Two dollars per hour (\$2.00) per hour

# Section 8: Logging Wage Rate Determination Program

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

- (a) (i) Advance notice of change to the Local Union.
  - (ii) A prescribed application form is to be submitted to the Company and Local Union, with copies to United Steelworkers, District 3.
  - (iii) The Company and the Local Union shall meet and agree on an interim rate for the changed or new category.
  - (iv) Failing agreement within fifty (50) calendar days of the date of the application, the request will be referred to the Logging Sub-Committee. The Committee will be comprised of two (2) nominees from the Union and two (2) from the Company.
  - (v) Local management and the Local Union will be responsible to forward the application and the required changes on the prescribed job description to the Logging Sub-Committee.
  - (vi) Rate negotiations by the Sub-Committee to establish a new rate will be guided by factors including skill, knowledge, responsibility and job conditions. The Sub-Committee will, by touring or whatever is necessary, establish a new rate within sixty (60) calendar days of receiving the request.

- (vii) Where final agreement is reached, the Logging Sub-Committee is required to submit the final rates to the Union and the Company for completion of appropriate Letters of and Understanding updating of wage supplements. Where final agreement is not reached, the matter may be referred by either party directly to arbitration pursuant to Article XXX. Section 1. Referral to arbitration only applies, however, to new or significantly revised iobs and/or equipment occurring after June 14. 2003.
- (b) (i) New jobs shall be posted in accordance with Article XX, Section 4(a).
  - (ii) Significantly revised jobs shall be posted if requested by the Camp Committee.
- (c) An employee shall receive the interim rate until such time as a new rate is negotiated.
- (d) When a new permanent rate is agreed upon or awarded by an arbitrator, the applicant shall have the right to revert to their original job within thirty (30) working days providing their old job still exists.
- (e) When a new permanent rate is agreed upon or awarded by an arbitrator, all employees shall receive the difference between that rate and the interim rate from the date the application is submitted per (a)(ii) or a date deemed appropriate by the Logging Sub-Committee or the arbitrator.

## Section 9: Fire Fighting

### (a) **DEFINITIONS**

(i) Accidental Fire:

Any fire not deliberately ignited by the Company to dispose of slash or waste and which requires active measures to extinguish.

(ii) Slash Escape Fire:

Any slash fire ignited by the Company which has escaped the predetermined boundaries and requires active measures to extinguish.

(iii) Slash Control Fire:

Any slash fire ignited by the Company which is contained within the predetermined boundaries, or alternatively, any slash fire which has escaped such boundaries but is not considered out of control and does not require active measures as contemplated in (i) and (ii) above.

(iv) Company Responsibility Fire:

Any fire which the Company is responsible for taking measures to extinguish pursuant to the provisions of the Forest Act.

(v) Forest Service Fire:

Any fire in respect of which the B.C. Forest Service accepts responsibility for direction of measures to extinguish. (vi) Fire Fighting Rates:

The rates of pay for fighting Company Responsibility Fires hereinafter set out in this Collective Agreement.

(vii) Regular Job Rates:

Rates of pay to employees for the performance of their regular jobs, as set out in the Collective Agreement.

(viii)Statutory Rates:

Rates of pay established by B.C. Forest Service for fire fighters.

#### (b) COMPANY CONTROLLED TIMBER

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

### (c) FIRE FIGHTING RATES

 The basic rate shown in the table below shall apply to all employees engaged in fighting Accidental or Slash Escape Fires except those performing one of the other firefighting jobs listed in the table:

	Effective	Effective	Effective	Effective	Effective	Effective
	June 15,					
CATEGORY	2024	2025	2026	2027	2028	<b>2029</b> <sup>4</sup>
Crew Boss	\$39.68	\$40.87	\$42.10	\$43.36	\$44.66	\$46.00
Cat Operator	\$39.15	\$40.32	\$41.53	\$42.78	\$44.06	\$45.38
Power Saw Operator	\$42.41	\$43.68	\$44.99	\$46.34	\$47.73	\$49.16
Mechanics		Mec	hanics Re	gular Job	Rate	
Slip-on Tank &/or Trailer Tanks with Pump Operator	\$39.15	\$40.32	\$41.53	\$42.78	\$44.06	\$45.38
Water Tank Truck with Pump Driver/ Operator	\$37.66	\$38.79	\$39.95	\$41.15	\$42.38	\$43.65
Service Truck/Bus Driver	\$36.05	\$37.13	\$38.24	\$39.39	\$40.57	\$41.79
Pumpperson	\$36.64	\$37.74	\$38.87	\$40.04	\$41.24	\$42.48
Fire Fighter Basic Rate	\$35.56	\$36.63	\$37.73	\$38.86	\$40.03	\$41.23

<sup>4</sup> Wage rates effective June 15, 2029, are based on the minimum three percent (3%) wage increase and may be adjusted, if required, to meet the CPI (Victoria, all items for year ending 2028) negotiated rate.

(ii) Straight-time rates will apply to all employees throughout the period during which the said employees are engaged in firefighting. This shall not include cook and bunkhouse personnel, tradespeople, mechanics, or other categories servicing, feeding, or supplying fire fighters from areas removed from the area of the fire or fires unless the duties performed during any day in question are exclusively related to firefighting operations.

- (iii) Regular job rates will apply only for the duration of the regular production shift in which the fire started.
- (iv) Where employees are working in job classifications during the firefighting, other than those set out herein, job rates shall apply.

#### (d) BOARD AND LODGING

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

### (e) TRAVEL TIME

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

## (f) SLASH BURNING

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

#### (g) INTERPRETATIVE NOTES

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

#### ARTICLE VIII – WAGES - MANUFACTURING

#### Section 1: Wage Rate Adjustments

- (a) Effective June 15, 2024, the wages of all hourly rated employees will be increased by four percent (4%).
- (b) Effective June 15, 2025, the wages of all hourly rated employees will be increased by three percent (3%).
- (c) Effective June 15, 2026, the wages of all hourly rated employees will be increased by three percent (3%).
- (d) Effective June 15, 2027, the wages of all hourly rated employees will be increased by three percent (3%).
- (e) Effective June 15, 2028, the wages of all hourly rated employees will be increased by three percent (3%).
- (f) Effective June 15, 2029, the wages of all hourly rated employees will be increased by the greater of three percent (3%) or CPI (Victoria, all items for the year ending 2028.
- (g) The rates resulting from the application of the conversion percentages herein will be rounded as follows:

0 to .499 - down to the nearest cent

.500 to .999 - up to the nearest cent

Section 2:	Standard	Manufac	cturing	Wage Scale

Group				Effective June 15,	Effective June 15,	June 15,
Level	2024	2025	2026	2027	2028	<b>2029</b> <sup>5</sup>
Group 1	\$34.68	\$35.72	\$36.79	\$37.89	\$39.03	\$40.20
Group 2	\$34.94	\$35.99	\$37.07	\$38.18	\$39.33	\$40.51
Group 3	\$35.28	\$36.34	\$37.43	\$38.55	\$39.71	\$40.90
Group 4	\$35.54	\$36.61	\$37.71	\$38.84	\$40.01	\$41.21
Group 5	\$35.85	\$36.93	\$38.04	\$39.18	\$40.36	\$41.57
Group 6	\$36.37	\$37.46	\$38.58	\$39.74	\$40.93	\$42.16
Group 7	\$36.86	\$37.97	\$39.11	\$40.28	\$41.49	\$42.73
Group 8	\$37.32	\$38.44	\$39.59	\$40.78	\$42.00	\$43.26
Group 9	\$37.84	\$38.98	\$40.15	\$41.35	\$42.59	\$43.87
Group 10	\$38.44	\$39.59	\$40.78	\$42.00	\$43.26	\$44.56
Group 11	\$39.17	\$40.35	\$41.56	\$42.81	\$44.09	\$45.41
Group 12	\$39.80	\$40.99	\$42.22	\$43.49	\$44.79	\$46.13
Group 13	\$40.44	\$41.65	\$42.90	\$44.19	\$45.52	\$46.89
Group 14	\$41.12	\$42.35	\$43.62	\$44.93	\$46.28	\$47.67
Group 15	\$41.76	\$43.01	\$44.30	\$45.63	\$47.00	\$48.41
Group 16	\$42.41	\$43.68	\$44.99	\$46.34	\$47.73	\$49.16
Group 17	\$43.11	\$44.40	\$45.73	\$47.10	\$48.51	\$49.97
Group 18	\$43.78	\$45.09	\$46.44	\$47.83	\$49.26	\$50.74
Group 19	\$44.38	\$45.71	\$47.08	\$48.49	\$49.94	\$51.44
Group 20	\$45.25	\$46.61	\$48.01	\$49.45	\$50.93	\$52.46
Group 21	\$46.05	\$47.43	\$48.85	\$50.32	\$51.83	\$53.38
Group 22	\$46.86	\$48.27	\$49.72	\$51.21	\$52.75	\$54.33
Group 23	\$47.69	\$49.12	\$50.59	\$52.11	\$53.67	\$55.28

<sup>5</sup> Wage rates effective June 15, 2029, are based on the minimum three percent (3%) wage increase and may be adjusted, if required, to meet the CPI (Victoria, all items for year ending 2028) negotiated rate.

### Section 3: Certified Manufacturing Tradesperson

	June 15,	June 15,	June 15,	June 15,	Effective June 15,	June 15,
	<b>2024</b> <sup>6</sup>	2025	2026	2027	2028	<b>2029</b> <sup>7</sup>
ELECTRICIAN						
HEAVY DUTY MECHANIC						
STEAMFITTER -PIPEFITTER						
CONSTRU- CTION MILLWRIGHT/ CARPENTER						
INSTRUMENT MECHANIC						
MACHINIST						
Journeyperson (with certificate)	\$51.26	\$52.80	\$54.38	\$56.01	\$57.69	\$59.42
Journeyperson (no certificate)	\$49.43	\$50.91	\$52.44	\$54.01	\$55.63	\$57.30
Improver (last 6 months of Apprenticeship)	\$46.11	\$47.49	\$48.91	\$50.38	\$51.89	\$53.45
Improver (3rd Yr. Apprenticeship completed)	\$45.62	\$46.99	\$48.40	\$49.85	\$51.35	\$52.89
Improver (2nd Yr. Apprenticeship completed)	\$43.59	\$44.90	\$46.25	\$47.64	\$49.07	\$50.54
Helper (1st Yr. Apprenticeship completed)	\$42.55	\$43.83	\$45.14	\$46.49	\$47.88	\$49.32
Helper	\$42.03	\$43.29	\$44.59	\$45.93	\$47.31	\$48.73

	Effective	Effective	Effective	Effective	Effective	Effective
			June 15,			
WELDER	<b>2024</b> <sup>6</sup>	2025	2026	2027	2028	<b>2029</b> <sup>7</sup>
Journeyperson (see NOTE 1) with certificate	\$51.26	\$52.80	\$54.38	\$56.01	\$57.69	\$59.42
	ψ01.20	ψ02.00	ψ04.00	φ30.01	ψ01.09	ψJ3.42
Journeyperson (DPW #1, or						
#2)	\$50.45	\$51.96	\$53.52	\$55.13	\$56.78	\$58.48
Journeyperson (no certificate)	\$48.63	\$50.09	\$51.59	\$53.14	\$54.73	\$56.37
Improver (last 6 months of Apprenticeship)	\$46.11	\$47.49	\$48.91	\$50.38	\$51.89	\$53.45
	φ40.11	φ47.43	φ40.91	ψ00.00	φ01.09	ψ00.40
Improver (2nd Yr. Apprenticeship completed)	\$45.62	\$46.99	\$48.40	\$49.85	\$51.35	\$52.89
Helper (1st Yr. Apprenticeship						
completed)	\$43.59	\$44.90	\$46.25	\$47.64	\$49.07	\$50.54
Helper	\$42.03	\$43.29	\$44.59	\$45.93	\$47.31	\$48.73
AUTO MECHANIC						
Journeyperson (with certificate)	\$50.91	\$52.44	\$54.01	\$55.63	\$57.30	\$59.02
Journeyperson (no certificate)	\$49.08	\$50.55	\$52.07	\$53.63	\$55.24	\$56.90
Improver (last 6 months of						
Apprenticeship)	\$45.80	\$47.17	\$48.59	\$50.05	\$51.55	\$53.10
Improver (3rd Yr. Apprenticeship						
completed)	\$45.30	\$46.66	\$48.06	\$49.50	\$50.99	\$52.52

	Effective	Effective	Effective	Effective	Effective	Effective
		June 15, 2025				
Improver (2nd Yr. Apprenticeship completed)	\$43.28	\$44.58	\$45.92	\$47.30	\$48.72	\$50.18
Helper (1st Yr. Apprenticeship completed)	\$42.24	\$43.51	\$44.82	\$46.16	\$47.54	\$48.97
Helper	\$41.75	\$43.00	\$44.29	\$45.62	\$46.99	\$48.40
PLANER MECHANIC						
Journeyperson (with certificate)	\$50.91	\$52.44	\$54.01	\$55.63	\$57.30	\$59.02
Journeyperson (no certificate)	\$49.08	\$50.55	\$52.07	\$53.63	\$55.24	\$56.90
FILING ROOM - Legacy Categories						
Benchperson (with Certificate)	\$52.62	\$54.20	\$55.83	\$57.50	\$59.23	\$61.01
Benchperson (no Certificate)	\$51.69 <sup>8</sup>	\$53.24	\$54.84	\$56.49	\$58.18	\$59.93
Benchperson Helper	\$51.26	\$52.80	\$54.38	\$56.01	\$57.69	\$59.42
Circular Saw Filer (with Certificate)	\$51.26	\$52.80	\$54.38	\$56.01	\$57.69	\$59.42
Circular Saw Filer (no Certificate)	\$49.43	\$50.91	\$52.44	\$54.01	\$55.63	\$57.30
Circular Saw Filer Helper	\$50.59	\$52.11	\$53.67	\$55.28	\$56.94	\$58.65
Saw Fitter (with Certificate)	\$50.59	\$52.11	\$53.67	\$55.28	\$56.94	\$58.65

				Effective June 15, 2027		Effective June 15, 2029 <sup>7</sup>
Saw Fitter (no Certificate)	\$48.78	\$50.24	\$51.75	\$53.30	\$54.90	\$56.55
Saw Fitter Helper (1st Yr. apprenticeship completed)	\$43.77	\$45.08	\$46.43	\$47.82	\$49.25	\$50.73
Saw Fitter Helper	\$43.24	\$44.54	\$45.88	\$47.26	\$48.68	\$50.14
FILING ROOM - New Generation Categories						
Benchperson (with Certificate)	\$52.62	\$54.20	\$55.83	\$57.50	\$59.23	\$61.01
Benchperson (no Certificate)	\$51.69 <sup>8</sup>	\$53.24	\$54.84	\$56.49	\$58.18	\$59.93
Circular Saw Filer (with Certificate)	\$51.26	\$52.80	\$54.38	\$56.01	\$57.69	\$59.42
Circular Saw Filer (no Certificate)	\$49.43	\$50.91	\$52.44	\$54.01	\$55.63	\$57.30
Saw Filer Level 1	\$43.93	\$45.25	\$46.61	\$48.01	\$49.45	\$50.93
Saw Filer Helper	\$43.24	\$44.54	\$45.88	\$47.26	\$48.68	\$50.14

<sup>6</sup> Includes increase to Tradespeople rates of three percent (3%) prior to the wage increase in Section 1 (a).

<sup>7</sup> Wage rates effective June 15, 2029, are based on the minimum three percent (3%) wage increase and may be adjusted, if required, to meet the CPI (Victoria, all items for year ending 2028) negotiated rate.

<sup>8</sup> Includes increase initial increase to forty-eight dollars and twenty-five cents (\$48.25) per hour prior to the wage increase in Section 1 (a).

#### Section 4: Manufacturing Wage Rates

(a) Minimum Wage Rate for Common Labour

The minimum rate for common labour shall be Group 1, listed in Article VIII, Section 2: Standard Manufacturing Wage Scale.

(b) Engineers

Engineers actually working in a job requiring the ticket herein specified, shall be paid in accordance with the following rates:

5th Class Engineer – Occupational Rate plus fifty cents (\$0.50) per hour

(c) Head Oiler and Oiler

The categories Head Oiler and Oiler in manufacturing plants shall receive the following rates:

		Effective June 15, 2025				Effective June 15, 2029 <sup>9</sup>
Head Oiler 1	\$39.70	\$40.89	\$42.12	\$43.38	\$44.68	\$46.02
Head Oiler 2	\$38.08	\$39.22	\$40.40	\$41.61	\$42.86	\$44.15
Oiler 1	\$39.17	\$40.35	\$41.56	\$42.81	\$44.09	\$45.41
Oiler 2	\$37.62	\$38.75	\$39.91	\$41.11	\$42.34	\$43.61

<sup>9</sup> Wage rates effective June 15, 2029, are based on the minimum three percent (3%) wage increase and may be adjusted, if required, to meet the CPI (Victoria, all items for year ending 2028) negotiated rate.

The job descriptions for these four categories are as set forth in Appendix No. 1 of the August 1, 1997 Memorandum of Agreement.

### Section 5: Manufacturing Premiums

- (a) Graders and Grader-Tallypersons
  - Graders and Grader-Tallypersons/people: All employees holding lumber grading certificates will receive twenty-five cents (\$0.25) per hour. Employees performing lumber grading jobs will receive an additional fifty cents (\$0.50) per hour.
  - (ii) Grading tickets shall be permanent and valid certificates.
  - (iii) All graders holding grading tickets shall attend upgrading classes as required.
  - (iv) Graders who are required to attend upgrading classes (rule changes) shall receive their regular straight-time job rate for time spent in attending said classes.
- (b) Charge Hands

Charge Hands - Occupational Rate + fifteen percent (15%) for all hours worked and that where past practice is identified where an individual is receiving more than their premium, that person shall be grandfathered.

(c) First Aid Ticket

Intermediate (Level 2) Certificate - Occupational Rate + fifty cents (\$0.50) per hour

Advanced (Level 3) Certificate - Occupational Rate + one dollar and fifty cents (\$1.50) per hour (for non-designated FAA)

## Section 6: Shift Differential

The first shift, which may vary in individual operations, is the recognized day shift. Hours worked outside the recognized day shift will be regarded as the second and third shifts. Premium rate of one dollar (\$1.00) per hour will be paid for second and third shifts. A day shift employee working in excess of eight (8) hours will be paid the appropriate overtime rate without the differential. Persons employed other than on regular shifts shall be paid the one dollar (\$1.00) premium rate for all hours worked outside the recognized day shift.

#### Section 7: First Aid Attendant Training

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

# Section 8: First Aid Ticket Premiums - Designated Duty First Aid Attendants

 (a) Upon attaining certificates as required by WorkSafe BC, the following premiums will be paid Occupational Rate + Premium:

Intermediate (Level 2) – Fifty cents (\$0.50) per hour

Advanced (Level 3) - Two dollars (\$2.00) per hour

#### (b) Full-time First Aid Attendants:

(i) Incumbents as of June 15, 199
-----------------------------------

	Effective June 15, 2024	Effective June 15, 2025						
"AA"	\$39.15	\$40.32	\$41.53	\$42.78	\$44.06	\$45.38	+ .25 cents /hr	
"A"	\$38.37	\$39.52	\$40.71	\$41.93	\$43.19	\$44.49	+ .35 cents /hr	
"B"	\$37.66	\$38.79	\$39.95	\$41.15	\$42.38	\$43.65	+ .45 cents /hr	For Advan -ced (Level 3) Certifi- cate
"C"	\$37.18	\$38.30	\$39.45	\$40.63	\$41.85	\$43.11	+ .55 cents /hr	

<sup>10</sup> Wage rates effective June 15, 2029, are based on the minimum three percent (3%) wage increase and may be adjusted, if required, to meet the CPI (Victoria, all items for year ending 2028) negotiated rate.

Incumbents in these positions as of June 15, 1994 will be Red Circled, as long as they remain in these positions.

#### Section 9: Sawmill Rate Determination Program

(a) Responsibility, Implementation, Continuity and Administration

The Union and Company agree to implement and continue the provisions of this Article of the Collective Agreement and any related Supplements to the Collective Agreement as administered by the Union and the Company. The Company and the Union will be responsible for all aspects of the Program.

(b) Purpose and Method

The purpose of the Program shall be the ranking of applicable hourly-paid categories and placing them in groups according to their relative value within the B.C. Coast Sawmill Industry by using a method of agreed-upon benchmark categories and related job descriptions.

Where new or significantly changed jobs do not fit an existing benchmark job description, the Parties agree to group such jobs by comparison to existing jobs where possible, in order to keep benchmark job descriptions to a minimum.

The Parties agree that the Details of Agreement as per Appendix No. 1 of the Memorandum of Agreement dated February 11, 1992 in respect of Mechanization, Technological Change or Automation will be implemented.

- (c) Application
  - (i) Sawmill Rate Determination shall be carried out at the Local Union - Local Management level in accordance with the provisions of this Article and the provisions of any related Supplements to the Collective Agreement.
  - Sawmill Rate Determination shall apply to all hourly-paid categories in the Sawmill Industry except for those categories which have been

excluded by mutual agreement between the Union and the Company.

- (iii) Sawmill Rate Determination shall not supersede existing in-plant agreements, signed on or before November 3, 1976 at the Local Union - Local Management level.
- (d) Development, Uniformity and Co-ordination

In order to ensure uniform application, a Committee shall be constituted and named the Sawmill Rate Determination Committee to consist of one (1) member representative of the Company and one (1) member representative of the Union. The Rate Determination Committee shall assume general responsibility for the administration of the BC Coast Sawmill Rate Determination Program.

- (e) Procedures
  - The Sawmill Rate Determination Program shall be administered jointly on a day-to-day basis by the Sawmill Rate Determination Committee.
  - (ii) Any agreement reached in this manner regarding the disposition of a category rate clearance application received from the Local Union - Local Management level shall be final and binding on the Parties.
  - (iii) If no agreement can be reached in this manner regarding the disposition of a category rate clearance application received from the Local Union -Local Management level, the matter shall be referred to the Union and the Company in accordance with this Article.

- (iv) Applications for the rate determination of hourly-paid categories shall consist of a Request For Rate Clearance Form containing sufficient information for the subsequent work of the Sawmill Rate Determination Committee. All requests for rate clearance shall be completed at the Local Union - Local Management Level before being forwarded to the Sawmill Rate Determination Committee for further action.
- (f) Incumbent's Rate

No incumbent's rate shall be reduced as a result of the implementation and/or continued application of the Program. Incumbents in job categories for which the wage rate is reduced as a result of rate determination (hereinafter referred to as "Red Circled Jobs") shall continue at the original rate. Red circle rates for incumbents are increased by any general wage increases that are applicable.

(g) Amending Procedure

The Parties further agree that details of the Sawmill Rate Determination Program may be subject to amendment at the written request of either Party at the end of each three (3) month period from the date of this Agreement.

#### **ARTICLE IX – APPRENTICESHIP**

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

#### Section 1: Joint Apprenticeship Committee

A Joint Apprenticeship Committee will be established.

The Joint Apprenticeship Committee will:

- (a) Be composed of three (3) members selected by the Union and three (3) selected by the Company.
- (b) Periodically review the Apprenticeship Selection Procedure and test that will have a passing requirement of seventy-five percent (75%) or other such test as agreed upon. Tests may include areas such as reading, comprehension, computer literacy, writing ability, inspections, process monitoring, problem solving, accuracy, checking, mechanical/electrical aptitude, spatial relations and shop math.
- (c) Periodically review standard interview questions and techniques for the purpose of Section 2 (f) below.
- (d) Periodically review self-evaluation tests.
- (e) Periodically review appropriate physical requirements for each trade for the purpose of Section 2 (g) below.
- (f) Provide guidance and assistance to the Company and the Union.
- (g) Monitor and analyze the success rate of the apprentices.

- (h) Make a progress report to the bargaining committee six (6) months following its establishment and each six (6) months thereafter.
- (i) The current Memorandum of Agreement Selection of Apprentice Procedure is included in the Appendix to this Collective Agreement.

#### Section 2: Apprenticeship Selection

Recognizing that it is the intent of the Company and the Union to create apprenticeship opportunities, apprentice selection will be carried out at the operation level based on the following principles:

- (a) Apprenticeship positions will be posted in accordance with regular job posting procedures.
- (b) Tests recommended for self-evaluation will be made available to employees on request. Failure to take such tests shall not jeopardize an employee's application for Apprenticeship.
- (c) All candidates for the apprenticeship will be provided with an overview of the requirements of the Apprenticeship Program and the expectations of the respective Tradesperson position.
- (d) Formal apprenticeship selection testing will be done in an appropriate facility. A Union representative will be present when the tests are given and marked.
- (e) An Apprentice Selection Committee made up of two
  (2) employee representatives and two (2) employer representatives will be established to administer the

procedures contained in this agreement. The makeup of the Committee will consist of:

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

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

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

apprentice. Competency of each apprentice will be reviewed throughout the program.

# Section 3: Other Provisions

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

provide a broad range of training opportunities in the trade.

- (h) The referenced Apprenticeship Selection test material will be available to the members of the Selection Committee.
- (i) Apprenticeship Selection Exams will be reviewed annually and upgraded as needed.
- (j) The Company and the Union will monitor and analyze the success rate of the Apprentices.
- (k) The Company will pay a per diem of one hundred and seventy-five dollars (\$175) per day for ratification apprentices effective and upon increased to two hundred dollars (\$200) per day effective June 15, 2027. The per diem is to support costs associated with the educational component of the apprenticeship, including room and board, food, and travel, of which the meal portion will align with what Canada Revenue Agency considers reasonable. In addition, the Company will reimburse for one return trip of mileage, including ferry fee, applicable, eligible mileage will where be reimbursed on a per kilometer basis, as set by Canada Revenue Agency.

#### Section 4: Trades

The table below outlines the current number of training weeks and qualifying work hours for the skilled trades that are commonly employed at the Company. Up to date information on the training requirements for these and other recognized trades can be obtained from SkilledTradesBC (www.skilledtradesbc.ca).

Occupation	SkilledTradesBC Trade Designation	Number of In-School Weeks of Training	Number of Levels	Number of Qualifying Work- based Training Hours
Heavy Duty Mechanic	Heavy Duty Equipment Technician	28	4	6000
Electrician	Industrial Electrician	40	4	6000
Millwright	Industrial Mechanic (Millwright)	28	4	6360
Welder	Welder B, A	24	4	4680
Planer Mechanic	Planermill Maintenance Technician	19	3	4830
	Lumber Manufacturing Industry-Benchperson	4	1	1680
Circular Sawfilor	Lumber Manufacturing Industry-Circular Sawfiler	4	1	1680
Sawtitter	Lumber Manufacturing Industry-Sawfitter	8	2	3360

## Section 5: Tests

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

# Section 6: Assignment as Helper

All successful applicants will be registered as apprentices with SkilledTradesBC and be assigned as Helpers for an eleven (11) month period prior to attending a post-secondary institution unless the applicant's previous experience renders such assignment unnecessary.

# Section 7: Progression to Journeyperson Status

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

(a) <u>4 Level Program</u>

Helper (start of apprenticeship)

Level 1 Apprentice (Helper) (1<sup>st</sup> level apprenticeship completed)

Level 2 Apprentice (Improver) (2<sup>nd</sup> level apprenticeship completed)

Level 3 Apprentice (Improver) (3<sup>rd</sup> level apprenticeship completed)

Journeyperson (4<sup>th</sup> level apprenticeship completed and journeyperson ticket awarded)

# (b) 3 Level Program

Helper (start of apprenticeship)

Level 1 Apprentice (Helper) (1<sup>st</sup> level apprenticeship completed)

Level 2 Apprentice (Improver) (2<sup>nd</sup> level apprenticeship completed)

Journeyperson (3<sup>rd</sup> level apprenticeship completed and journeyperson ticket awarded)

# Section 8: Tools

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

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

(c) Metric Tools

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

# Section 9: Qualifications

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

# ARTICLE X – BOARD AND LODGING

The rate for board and lodging in logging camp boarding houses shall be two dollars and fifty cents (\$2.50) per day.

#### Cookhouse and Bunkhouse

- (a) Time worked by cookhouse and bunkhouse employees shall be computed on a daily basis, provided however that rate and one-half shall apply to hours worked in excess of eight (8) per day and forty (40) per week.
- (b) It is agreed that combination categories can be employed, where necessary, for the purpose of arranging weekly work schedules for regular job classifications. The highest rates in effect within these classifications will prevail for these combination employees.

The Company will require all cookhouse employees to have a health card from a recognized doctor, prior to commencing work in the cookhouse, cost of medical examination to be borne by the employer. The Company will require all cookhouse employees to have a Foodsafe Level 1 certificate, prior to commencing work in the cookhouse, cost of new Foodsafe Level 1 certificates to be borne by the employer. The Company shall provide for pay days every second week and at that time each employee shall be furnished with an itemized and detailed statement of earnings and deductions.

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

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

## ARTICLE XII – STATUTORY HOLIDAYS AND FLOATING HOLIDAY

# Section 1: Logging Operations

- (a) All employees in logging operations who work on New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, National Day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day and Christmas Day will be paid rate and one-half for all hours so worked except as provided for in Article V - Hours of Work, Section 1(b) or Section (2)(d).
- (b) An hourly rated employee in a logging operation who qualifies for any of the holidays named in Section 1(a) herein, in accordance with the conditions set out in Section 3, shall be paid for the said holiday at their regular job rate of pay for their regular work schedule.

## Section 2: Manufacturing Plants

- (a) All employees in manufacturing plants who work on New Year's Day, Family Day, the designated Easter Holiday, Victoria Day, Canada Day, British Columbia Day, Labour Day, National Day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day shall be paid rate and one-half for all hours so worked except as provided for in Article V - Hours of Work, Section 1(b) or Section (2)(d).
- (b) At the option of the Company, but wherever possible by mutual agreement with the Shop

Committee, either Good Friday or Easter Monday shall become the designated Easter Holiday, and the Company shall notify its employees of the designation at least one (1) week prior to the said holiday.

(c) An hourly rated employee in a manufacturing plant who qualifies for any of the holidays named in Section 2(a) herein, in accordance with the conditions set out in Section 3, shall be paid for the said holiday at their regular job rate of pay for their regular work schedule.

## Section 3: Qualifying Conditions

- (a) An employee, to qualify for Statutory Holiday pay, must comply with each one of the following three conditions:
  - (i) Have been on the payroll thirty (30) calendar days immediately preceding the holiday.
  - (ii) Have worked their last scheduled work day before, and their first scheduled work day after the holiday, unless their absence is due to illness, compensable occupational injury, or is otherwise authorized by the employer.
  - (iii) Notwithstanding (ii) above, the employee must have worked one (1) day before and one (1) day after the holiday, both of which must fall within a period of ninety (90) calendar days.
- (b) In case of injury or illness in (ii) above the employer shall have the right to request a medical certificate.

(c) Employees while on leave of absence under Article XXI, Section 8(a) or any employees while members of a Negotiating Committee under Section 8(b) thereof shall not qualify for paid Statutory Holidays.

# Section 4: Sunday Holidays

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

## Section 5: Saturday Holidays

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

# Section 6: Statutory Holiday Shift

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

## Section 7: Casual Employees

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

## Section 8: Arrangement for Change

In the event of a Statutory Holiday falling on a Tuesday, Wednesday or Thursday, and where the Company and Shop Committee mutually agree, the said holiday may be observed the preceding Monday or following Friday respectively. Notwithstanding the above, in logging, a Statutory Holiday may be observed on another mutually agreed upon day in a week other than the week in which it occurs. An employee who qualifies for such Statutory Holiday on the day it occurs, and works on that day, will be paid for the Statutory Holiday at straight-time rates.

# Section 9: Personal Floating Holiday

The Personal Floating Holiday is in lieu of the proposed Heritage Day but this Section shall come into operation on its effective date even if Heritage Day has or has not been proclaimed.

# (a) Personal Floating Holiday

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

# (b) Qualifying Conditions

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

- A new employee must have been on the payroll for not less than ninety (90) consecutive calendar days to qualify for the Personal Floating Holiday.
- (ii) An employee will not qualify for the Personal Floating Holiday if on leave of absence for more

than nine (9) months in the contract year, except in the case of sickness or injury.

- (iii) An employee shall apply on an approved form, at least seven (7) days in advance, for their Personal Floating Holiday. The employee shall receive notice of the disposition of their request a minimum of seventy-two (72) hours prior to the requested Personal Floating Holiday.
- (iv) If an employee is required to work on their Personal Floating Holiday after a definite date has been designated for such holiday, the employee shall be paid overtime for such work at the rate of time and one-half. The employee will then be entitled to take the holiday with pay at a later date to be mutually agreed upon.
- (v) Personal Floating Holiday not taken or scheduled by April 15 of each contract year will be paid out on the first pay period following April 15. With the agreement of the Company, an employee may waive the right to a Floating Holiday and receive pay in lieu.
- (vi) A Personal Floating Holiday shall not be scheduled on an employee's regular rest day.
- (vii) Where an employee chooses Saturday or Sunday as a Personal Floating Holiday straighttime rates will apply.

# **ARTICLE XIII – VACATIONS**

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

# Section 1: Entitlement

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

		VACATION PAY RECEIVED		
	WEEKS	The Greater Of		
QUALIFYING PERIOD	OFANNUAL VACATION ENTITLEMENT	Percent of Wages Method (See Section 4 for details)		
Less than 1 years service	0	4%	-	
1 years service completed, but less than 2 years service	2*	5%	80 Hrs.	
2 years service completed, but less than 7 years service	3*	7%	120 Hrs.	
7 years service completed, but less than 15 years service	4*	9%	160 Hrs.	
15 years service completed, but less than 24 years service	5**	11%	200 Hrs.	
24 years service completed, but less than 30 years service	6**	13%	240 Hrs.	
30 years service completed or greater	7**	15%	280 Hrs.	

<sup>\*</sup>Subject to the provisions of Section 2 herein, the additional one (1) week vacation provided for in this Section may be taken when convenient for the Company

but does not have to be consecutive with the vacation period provided for in Section 1 herein.

\*\*Subject to the provisions of Section 2 herein, the additional week(s) of vacation provided for in this Section may be taken consecutively.

#### Section 2: Vacation Time

- (a) Vacations for employees shall be taken at such time as mutually agreed upon by the Shop Committee and the Company when quantity and regularity of production shall not be impaired.
- (b) The employee will have the option to forego (i.e. be "paid out") any part of their earned vacation in excess of statutory minimums. Current statutory minimums are:
  - (i) Five (5) years' service or less at least two (2) weeks' vacation
  - (ii) Greater than five (5) years' service at least three (3) weeks' vacation
  - (iii) In manufacturing, effective June 14, 2024, employees with twenty-four (24) years of service, or more, must take a minimum of four (4) weeks of earned vacation.
- (c) The Company shall report vacations taken by each employee, to the Plant/Camp Committee and the Local Union, on a quarterly basis.

## Section 3: Payment of Vacation Pay

(a) The calculation and comparison of the vacation pay amounts developed by the percentage of gross wages method and the hours times the regular job rate method will be completed and the greater amount paid to the employee within fourteen (14) days of the common vacation pay cut-off date or the employee's anniversary date. Vacation pay shall be paid out, in all operations, prior to July 1 of each year. The June 15 wage increases, each year, shall be included in the calculation of vacation pay, even where the common cut-off date is prior to June 15.

- (b) For the purposes of this Article, the rate of the employee's regular job will be the rate of the employee's regular job at the date of the common vacation cut-off date or the employee's anniversary date, as the case may be.
- (c) On the date when an employee completes one (1), two (2), seven (7), fifteen (15), twenty-four (24), or thirty (30) years' service and where there is a common cut-off date for all employees in the operation, the employee will receive:
  - (i) In the case of one (1) year, one per cent (1%) of their gross earnings between the date of employment and the date of the last common cut-off date;
  - (ii) In the case of two (2), seven (7), fifteen (15), twenty-four (24), or thirty (30) years, two percent (2%) of their gross earnings between the date of their last anniversary date and the date of the last common cut-off date.
- (d) Employees shall have the ability to draw from accrued vacation pay, twice yearly, in addition to the vacation pay paid at the common cut-off date. Any

such withdrawal shall be deducted from the vacation pay, paid out at the time of the common cut-off date.

# Section 4: Qualifying for Vacation Pay - Percentage of Wages Method

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

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

annual vacation, but time spent on such leaves of absence shall not be counted in computing vacation pay.

# Section 5: Qualifications for Vacation Pay - Regular Job Rate Method

- (a) (i) In order for an employee to qualify for the amount generated by the hours times the regular job rate method, the employee must have worked a minimum of fifteen hundred (1,500) hours in the employee's first year of service and a minimum of one thousand (1,000) hours during the employee's succeeding years of entitlement.
  - (ii) Where there is a common vacation pay cut-off date, for purposes of calculating minimum hours as in (i) above, the calculation period shall be from the cut-off date in one year to the cut-off date in the succeeding year.
  - (iii) Where there is no common vacation pay cut-off date, for purposes of calculating minimum hours as in (i) above, the calculation period shall be from the employee's anniversary date in one year to their anniversary date in the succeeding year.
- (b) For purposes of computing the requisite hours the following will be included:
  - (i) All hours worked;
  - (ii) Statutory Holiday hours;
  - (iii) Jury and Crown witness duty;

- (iv) Bereavement leave;
- (v) Vacation hours earned;
- (vi) Time not exceeding one (1) year, lost as the result of an accident recognized as compensable by WorkSafe BC and suffered during the course of employment, shall be considered as time worked for the purpose of qualifying for vacation, provided that the employee returns to their employment;
- (vii) Time not exceeding one (1) year, lost as the result of a non-occupational accident or illness, shall be considered as time worked for the purpose of qualifying for vacation, provided that at the time of the accident or illness the employee has been on the payroll for not less than one (1) year and that they return to their employment. It is understood that the employer may require that the employee provide a certificate from a qualified medical practitioner;
- (viii)Time lost as a result of layoff shall not be considered as time worked for the purpose of qualifying for requisite hours;
- (ix) Employees who report for work and who receive call time payment shall be credited with eight (8) hours for any such shift for purposes of computing requisite hours under this Section. Any employee who qualifies for call time in a day shall receive credit under this Section for eight (8) hours or credit for the hours for which wages were paid, whichever is greater;

(x) All hours worked in more than one (1) division of the parent company as a result of transfer or layoff.

## Section 6: Vacation Pay on Termination

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

## Section 7: Employment Standards Act

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

## ARTICLE XIV – CALL TIME

#### Section 1: Where No Work

Any employee who is called for work or who reports for work as scheduled and finds no work available shall be paid two (2) hours pay at their regular rate. This shall not apply if the Company gives sufficient notice cancelling work. For this purpose, the Company shall give at least one and a half (1.5) hours of notice cancelling work before their scheduled start time or marshalling time.

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

# Section 2: Early Shift Logging

Employees who are called for work or report for work as scheduled on early shift shall be compensated as follows:

- (a) An employee who on reporting for work and finds no work available shall be entitled to four (4) hours' pay at the regular rate. This shall not apply if the Company gives sufficient notice cancelling the work.
- (b) In the event that an employee commences work on their shift and the employee is sent home prior to the completion of four (4) hours' work, the employee shall receive six (6) hours' pay.
- (c) In the event that an employee commences work on their shift and the employee is sent home after the completion of four (4) hours' work, the employee shall receive two (2) hours' pay in addition to pay for the time they actually worked. The maximum amount of total pay an employee can receive for their shift under this clause is eight (8) hours' pay.

# Section 3: Night Logging

Employees who are called for work or report for work on night logging shall be compensated as follows:

(a) In the event that an employee commences work on their shift and the employee is sent home prior to the completion of four (4) hours' work, the employee shall receive six (6) hours' pay. (b) In the event that an employee commences work on their shift and the employee is sent home after the completion of four (4) hours' work, the employee shall receive two (2) hours' pay in addition to pay for the time they actually worked. The maximum amount of total pay an employee can receive for their shift under this clause is eight (8) hours' pay.

Sufficient notice as mentioned in Sections 1 and 2 above is deemed to have been given by the Company by contact through a mutually agreed upon process which could include contact by telephone, broadcast on a local radio station, etc.

# ARTICLE XV – FARE ALLOWANCE

## Section 1: On Layoff

Subject to Section 3 of this Article, if an employee upon entering the employment of a Company, or returning to work after a shutdown, or after a period of leave of absence due to injury or illness, is laid-off through no fault of their own by reason of no work being available, the Company shall provide them with fare allowance upon the following conditions:

- (a) If laid-off before working for forty (40) days, they shall receive the cost of their round trip transportation back to the point of residence.
- (b) An employee with three (3) months' seniority shall receive the cost of their round trip transportation when returning to camp from the point of residence following a period of layoff.

- (c) An employee with three (3) months' seniority shall receive the cost of their round trip transportation when returning to camp from the point of hospitalization or convalescence following a period of absence by reason of accident or illness.
- (d) Payment of fare allowance under this Section shall not be greater than the cost of round trip transportation between the operation in question and Vancouver.

# Section 2: After Thirty (30) Days

An employee, on entering the employment of the Company, and after having completed thirty (30) days of work shall be reimbursed the cost of one-way transportation from point of residence.

Payment of fare allowance under this Section shall not be greater than the cost of one-way transportation between the operation in question and Vancouver.

#### Section 3: Limitations

With the exception of 1(c) above, the provisions of this Article shall apply only to employees who live in bunkhouses in logging camps.

## Section 4: Alternate Shift Schedules

In isolated logging operations where employees live in a company bunkhouse, and where an alternate shift schedule is in effect, transportation/fares at shift changes will be determined on the following basis:

(a) Camp management will meet with the Local Union and will:

- (i) identify the town center with road access from which transportation/fares to the camp can be provided;
- (ii) identify the method of transportation to be used.
- (b) Applicable transportation costs or fares will be shared on a 60-40 basis between the Company and the employee.
- (c) Employees must be available at the point and time of departure where transportation is provided, and to qualify for fare allowances an employee must complete the full shift schedule.
- (d) This Section does not apply to camps with road access to a town center.

#### Section 5: Absence Due to Injury or Illness

- (a) Employees with three (3) months' seniority, or more, who are absent due to injury or illness, shall receive the cost of their round trip transportation upon returning to camp on one of the following bases:
  - (i) From the point of final hospitalization if more than one point of hospitalization is involved.
  - (ii) From the point of residence if the final point of hospitalization is outside the Province of British Columbia.
  - (iii) From the point of final convalescence if more than one point of convalescence is involved.

- (iv) From the point of residence if the final point of convalescence is outside the Province of British Columbia.
- (v) To obtain fare for convalescence or hospitalization a medical certificate is required if requested by the employer. The "convalescence" shall include term by a physician, surgeon. treatment chiropractor. physiotherapist, eve specialist, dentist, etc., even though no hospitalization is required. For optical or dental work a medical certificate is required stating that emergency treatment was necessary.
- (vi) There shall be no restrictions on fare entitlement except that it shall be limited to the cost of round trip transportation to the nearest appropriate medical facilities and as outlined in (v) above.
- (b) There shall be no duplication of fares paid for any one trip where an employee qualifies under Clauses (a) and (b) of Section 1 of Article XV of the Collective Agreement.
- (c) Under no circumstances shall payment of fare allowance under this Section be greater than the cost of round trip transportation between the operation in question and Vancouver.

## ARTICLE XVI – TRAVEL TIME

(a) Employees, except fallers, in all logging operations shall be paid at straight-time rates for time spent on

Company property in excess of eight and one-half (8-1/2) hours in any one day between leaving a designated marshalling point, to be agreed upon, and returning to the said point, provided always that the said eight and one-half (8-1/2) hour period is based upon one-half (1/2) hour for lunch and may be extended to a maximum of a further fifteen (15) minutes where the lunch time exceeds one-half (1/2) hour.

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

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

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

- (c) For purposes of (a) and (b) above, 'straight-time rates' means seventy-five percent (75%) of the employee's regular job rate, or the Group 1 Labourer rate, whichever is the greater.
- (d) Employees, except fallers, away from the designated marshalling point in excess of ten (10)

hours shall be paid at rate and one-half calculated on the basis of (c) above for the period in excess of ten (10) hours.

- (e) Fallers away from the designated marshalling point in excess of nine and one-half (9-1/2) hours shall be paid at rate and one-half calculated on the basis of (c) above for the period in excess of nine and onehalf (9-1/2) hours.
- (f) The provisions of this Article apply to any water travel involved between the marshalling point and the work site.
- (g) The Company shall avoid unnecessary delay in transporting employees from the marshalling point to the place of work and return.
- (h) It is hereby expressly provided that this Article shall not be interpreted to provide for the payment of Travel Time for the same hours that an employee, including an employee who is a faller, is working and is being paid at overtime rates of pay. In the application of this provision, the operator of crew transportation being paid overtime rates of pay shall be excluded from any travel time payments.

# ARTICLE XVII – HEALTH AND WELFARE

## Section 1: Board of Trustees

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

## Section 2: Insurance Coverage

The following coverage will be instituted on an Industrywide basis with a common carrier:

- (a) Group Life Insurance for each qualified employee is one hundred fifty thousand dollars (\$150,000).
- (b) Accidental Death and Dismemberment Insurance for each qualified employee is one hundred fifty thousand dollars (\$150,000), with twenty-four (24) hour coverage, on or off the job.
- (c) Weekly Indemnity as follows:

Weekly indemnity benefit rate will be equal to the Employment Insurance (EI) weekly rate plus one hundred and fifty dollars (\$150).

The Union agrees that if the Company maintains Weekly Indemnity Plan benefits which will meet the standard requirements for full premium reduction for "wage loss replacement plan under the Employment Insurance Act", the employees' 5/12th share of the premium reduction is retained as payment in kind in the provisions of the Weekly Indemnity Plan benefits.

A "No Downs" provision is in effect so that the benefit level will not be reduced by any future reductions by E.I.C. of the maximum insurable earnings number.

(i) Third Party Subrogation

A third party subrogation clause is in effect so that the Weekly Indemnity Plan can be reimbursed from damages recovered from a liable third party for illness, injury or income The Plan is entitled to recover the full loss. amount of benefits paid to the member which exceeds one hundred percent (100%) of the member's pre-disability gross income. Gross income will be calculated by using the member's regular hourly job rate times (x) forty (40) hours. Trustees worked out the application and details, including the deduction of legal fees from the settlement and the execution of a reimbursement agreement.

(ii) WI/WorkSafe BC Interface

The benefit payment period terminates when a combined total of twenty-six (26) weeks of payment have been made from the Plan and WorkSafe BC in the form of temporary wage loss or income continuity benefits.

(iii) Experience Surcharge Program

An Experience Surcharge Program is in effect which penalizes employers in the Health and Welfare Plan who have claims experience in excess of one hundred and twenty-five percent (125%) of the contribution rate on a three-year rolling average basis, as in the Southern Interior Health and Welfare Plan. (iv) Experience-rated Rebate System

An experience-rated rebate system is in effect which, along with the existing experience surcharge system, serves as an incentive to establish and improve effective disability management programs on an operational basis.

(v) Laser Surgery - Section 6.03 of the Plan Text permits laser surgery (except where such laser surgery is for cosmetic purposes rather than for a medical reason) to qualify the member for a Weekly Benefit Commencement Date from their first day of disability.

# Section 3: Extended Health and Medical Services Plan Coverage

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

#### Hospitalization

Hospitalization coverage up to a maximum of eight dollars and fifty cents (\$8.50) per day.

## Vision Care

The vision care limit will be eight hundred dollars (\$800) per member or dependent in any twenty-four (24) month consecutive period. This benefit will be amended to include the cost of laser eye surgery and/or eye exams.

# Physiotherapy

The Physiotherapist / Massage Practitioners' limit will be seven hundred and fifty dollars (\$750) per member or dependent per calendar year.

# Chiropractors

The Chiropractors / Naturopathic Physicians' limit will be eight hundred dollars (\$800) per member or dependent per calendar year.

## **Orthopedic Shoes**

The Orthopedic Shoes limit will be five hundred dollars (\$500) [adults], and three hundred dollars (\$300) [child] per calendar year.

## Orthotics

Coverage for prescribed orthotics will be established with a maximum limit of two hundred dollars (\$200) per member or dependent per calendar year.

#### **Hearing Aids**

The Hearing Aids limit will be one thousand five hundred dollars (\$1,500) every five years. The same one thousand five hundred dollar (\$1500) limit will be established per member or dependent, every five years, unless there is alternate coverage provided for.

#### **Surgical Stockings**

Surgical stockings with a compression rating of 30 or higher that are prescribed by a physician will be covered to a limit of two hundred and fifty dollars (\$250) per calendar year.

# Medical Travel

The maximum medical travel allowance payable, on behalf of any member or dependent, will be one thousand dollars (\$1,000) per calendar year.

# Annual Extended Health Benefits Plan Deductible

The annual Extended Health Benefits Plan benefits deductible for an individual or family will be seventy-five dollars (\$75.00).

#### Extended Health Benefit Plan Lifetime Maximum

• Three hundred thousand dollar (\$300,000) lifetime maximum.

#### Prescription Deductible

Effective the month following the date of ratification, generic drug will be dispensed by the Pharmacist unless the Physician directs the Pharmacist in writing that the patient must receive the prescribed brand drug. A five dollar (\$5.00) per prescription deductible will be implemented.

#### Section 4: General Principles

- (a) Premium cost for insurance shall be paid for by the Company.
- (b) Participation in the Plan is a condition of employment.
- (c) Any new employee who has not worked in covered employment in the last eighteen (18) months will be eligible for coverage once they have completed thirty (30) working days in a ninety (90) day period. Once achieved, benefits will commence on the first

of the month following the completion of the aforementioned thirty (30) working days. However, for such employee coverage for the Medical Services Plan and for the Extended Health Benefit will apply on the first day of the month following the date of employment.

- (d) Coverage will be portable in all units covered by collective agreements between members of Forest Industrial Relations Limited, the Interior Forest Labour Relations Association, the Council on Northern Interior Forest Employment Relations, Canfor Limited, Western Forest Products Inc., all other coastal forest industry employers, USW-Coastal Forest Industry Health and Welfare Plan and the Union, and there shall be no waiting period for qualified employees changing employers within the Industry.
- (e) Coverage during layoff will be provided as follows:
  - (i) Employees with one (1) or more years' seniority
     six (6) months;
  - Employees with more than four (4) months' but less than one (1) year's seniority - three (3) months.
- (f) In order for reinstatement of layoff coverage to occur there must be a return to regular full-time employment. An employee returns to regular fulltime employment when they are employed for ten (10) working days within a floating period of thirty (30) consecutive days.

Also, an employee who returns to work for at least one (1) working day and less than ten (10) working days will be covered for that month, in addition to any layoff coverage to which they were entitled, if the recall occurred during the period of layoff coverage.

- (g) There will be no duplication of Weekly Indemnity and Pension Plan payments.
- (h) Weekly Indemnity coverage will be eliminated for an employee on an extended leave of absence under Article XXI - Leave of Absence, Section 5: Compassionate and Cultural Leave, provided however that such employee is eligible for Weekly Indemnity coverage on the agreed-upon day of return to work. In order to qualify for this coverage the employee must have returned to their place of residence in British Columbia unless their disability required them to be hospitalized and satisfies the requirements of the claims adjudication carrier. In the case of a compassionate appeal dealing with disability incurred during an extended leave of absence, the Trustees have the right to review certain circumstances.
- (i) Employees on extended leave of absence under Article XXI - Leave of Absence, Section 5: Compassionate and Cultural Leave will pay their own premiums for the Medical Services Plan, Extended Health Benefit and Dental Plan, while the premiums for Group Life Insurance and Accidental Death and Dismemberment Insurance will be paid by the employer during such extended leave of absence.

## Section 5: Dental Plan

- (a) A Dental Plan will be provided based on the following general principles:
  - Basic dental services (Plan A) Plan pays eighty percent (80%) of approved schedule of fees. White fillings will be eligible under the dental plan subject to the existing deduction limits in the plan.
  - (ii) Prosthetics, crowns, and bridges (Plan B) the Plan pays sixty percent (60%) of approved schedule of fees. Implants will be reimbursed up to a maximum of two thousand five hundred dollars (\$2,500) per implant (this amount shall be in keeping with the applicable fee guide coverages, to be confirmed each year).
  - (iii) Orthodontic (Plan C) the Plan pays sixty percent (60%) of approved schedule of fees. Lifetime maximum of four thousand five hundred dollars (\$4,500), no waiting period required. Effective January 1, 2027, lifetime maximum will increase to five thousand dollars (\$5,000).
- (b) For individuals sixteen (16) years and older, one check-up will be covered every nine (9) months and for children under the age of sixteen (16) years, one check-up will be covered every six (6) months.
- (c) Bite-wing x-rays will be covered every eighteen (18) months.
- (d) The principles set out in Section 4 shall apply to the Dental Plan.

# Section 6: Employee and Family Assistance

The Company will provide for an employee and family assistance service. The Company intends to continue to use the existing EFAP providers. If any issue arises with respect to these providers, the Union and the Company will meet and discuss.

#### Section 7: Medical Notes

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

The Company may request medical documentation for the purposes of obtaining medical clearance and updates emplovee's an medical on condition(s)/illness(es). For the purposes of substantiating an employee's leave, the Company may only request a medical note or certificate for an absence longer than three (3) consecutive days, unless the employee is required to provide medical notes as part of an investigation or problematic absenteeism. This Section shall also apply to Article XXI Section 1.

# ARTICLE XVIII – LONG TERM DISABILITY PLAN

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

- (a) Contributions from the Employer and the Employee to the Plan will be seventy-six cents (\$0.76) per employee per hour worked as follows:
  - (i) The employer shall contribute thirty-eight cents (\$0.38) per hour worked; and

- (ii) The employee shall contribute thirty-eight cents (\$0.38) per hour worked.
- (b) The Plan Actuary will update the Board of Trustees on the estimated financial position of the Plan as a standing agenda item every Board meeting. Effective the first of the month following the Board meeting where the Plan Actuary estimates the Plan is at or below a one hundred and twenty percent (120%) funded ratio, the contributions to the Plan will be adjusted to a level so as to maintain the one hundred and twenty percent (120%) funded ratio position (using the same methodology as used to hundred and seventy-two determine the one percent (172%) as of September 30, 2017 valuation).
- (c) The maximum total contribution rate will be a total of one dollar and twenty cents (\$1.20), split 50/50 between Employer and Employee.
- (d) A Board of Trustees will be constituted with equal representation from the Union and the Industry, to be responsible for establishing the terms of the Plan and the on-going administration.
- (e) The Trustees will select a qualified actuary to assist them and to ensure the establishment of actuarially sound reserves to fund the benefits provided by the Plan.
- (f) The Trustees will enter into a Trust Agreement which will include provision for a procedure to settle any major dispute that may arise with regard to the provisions of the Plan.

(g) Protection Against Withdrawals: Withdrawing employer to be assessed for both the employer and employee share of the unfunded liability in cases of negotiated withdrawal, decertification or relocation closure. Unfunded liability formula to be uniform and based on Plan Unfunded Liability divided by the total number of Plan members (at the time of most recent Plan Valuation) multiplied by the number of Plan members affected by the withdrawal. Trustees to be directed to amend the participation agreement accordingly.

# Rehabilitation, Return-to-Work, Disability Management

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

The Trustees are directed to develop Plan modifications that will:

- (a) improve the timeliness, effectiveness and quality of Rehabilitation from the Plan; and
- (b) provide incentives to Employers and Local Unions to establish Disability Management systems at the operations level.

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

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

# ARTICLE XIX – PENSION PLAN

# **Hourly Contribution**

The hourly contributions to the IWA-Forest Industry Pension Plan will be made on a per hour per employee, per hour worked basis as follows:

- The employer shall contribute \$3.675 per hour; and
- The employee shall contribute \$2.225 per hour.

## ARTICLE XX – SENIORITY

#### Section 1: Principle

The Company recognizes the principle of seniority, competency considered. In the application of seniority, it shall be determined first by department and second by plant seniority.

#### Section 2: Reduction and Recall of Forces

 (a) (i) In the event of a reduction of the forces, the last person hired shall be the first released subject to the competency of the person involved and the provisions of Section 1. Where a reduction of forces is caused by emergency conditions the application of plant seniority may be postponed for such period as may be necessary but not exceeding five (5) working days. If the Company decides to exercise its right under this provision it shall notify the Shop Committee as soon as possible.

- (ii) When recalling forces after a period of layoff following a reduction of forces, an employee shall be recalled in order of their plant seniority subject to the competency of the person involved and the provisions of Section 1.
- (b) During a reduction of forces where an employee's seniority is such that they will not be able to keep their regular job they may elect to apply their seniority to obtain a job paying a higher rate, subject to the competency of the person involved and the provisions of Section 1.
- (c) During a reduction of forces where an employee's seniority is such that they will not be able to keep their regular job they may elect whether or not to apply their seniority to obtain a lower paid job or a job paying the same rate of pay or accept a layoff until their regular job becomes available, provided however:
  - (i) If during the layoff period the employee wishes to return to work and so notifies the Company, they shall be called back to work as soon as their seniority entitles them to a job.

- (ii) The application of this provision shall not result in an employee, in the exercise of their rights, bumping an employee with less seniority.
- (d) Details of the application of this Section shall be worked out by the Local Union and the Company.
- (e) In Manufacturing operations, in cases of temporary curtailment for fibre supply shortages or market conditions, the Company will provide two calendar weeks of notice to employees.
- (f) In Logging operations, in cases of temporary curtailment for market conditions, the Company will provide two calendar weeks of notice to employees.
- (g) For employees that are actively working and where insufficient notice is given as per (e) and (f) above, employees shall be compensated at their regular job rate of pay for days missed of their regular work schedule. For clarity, the provision shall not apply to employees who are already on layoff.
- (h) In the case of (e) and (f) above, notice will be provided through an email to the USW Business Agent. In addition, operations will hold either a crew talk or post a memo on site.

## Section 3: Retention During Layoff

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

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

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

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

## Section 4: Job Posting

- (a) Vacancies shall be posted in advance for a period of not less than three (3) working days except when otherwise agreed.
- (b) This Section shall not apply to temporary replacements of two (2) weeks or less necessitated by illness, injury, or other leave of absence, or to temporary replacements of longer duration for employees on vacation, but in filling these vacancies senior employees will be given preference in accordance with Article XX, Section 1.
- (c) In logging operations the employer may temporarily fill the vacancy until a permanent replacement is decided through the application of seniority.

# Section 5: Departments

It is agreed that the number of departments will be kept as low as possible, compatible with efficient and economic operation. The Union and the Company shall meet and outline the basis of departments for seniority purposes if required.

## Section 6: Probationary Period

- (a) Notwithstanding anything to the contrary contained in this Agreement save and except the provisions of Clause (b) of this Section, it shall be mutually agreed that all employees are hired on probation, the probationary period to continue for forty-five (45) working days, during which time they are to be considered probationary employees, and during this same period no seniority rights shall be recognized. Upon completion of forty-five (45) working days, they shall be regarded as regular employees, and shall then be entitled to seniority dating from the day on which they entered the Company's employ, provided however, that the probationary period of forty-five (45) working days shall only be cumulative within the six (6) calendar months following the date of entering employment.
- (b) Clause (a) of this Section does not apply to employees who move from one operation of a Company to another operation of the same Company within thirty (30) days for those laid-off; and within ninety (90) days for those terminated as a result of a permanent closure.
- (c) (i) It is agreed that probationary employees will have preference over casual employees for any

work performed during the normal work week, subject to competency.

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

## Section 7: Hiring Preference

- (a) When hiring new employees the following order of preference will apply, competency considered, from among those completed applications on file:
  - Former employees of the operation who have lost their seniority retention as a result of the last layoff in the operation;
  - (ii) Regular employees from other operations of the Company who are on a layoff that exceeds sixty (60) consecutive days, in accordance with their Company seniority in WFP-USW certified operations;
  - (iii) A pool consisting of former employees who have been terminated as a result of a permanent closure of a WFP-USW certified operation.

NOTE: In the application of (ii) and (iii) above, applicants will be selected firstly from

operations of the Company within the Local Union, and secondly from operations of the Company in other Locals.

- (b) If there is an announced closure that is either permanent or in excess of sixty (60) consecutive days, the provisions of Clause (a)(ii) will apply on the date the employees are terminated or laid-off.
- (c) Where a temporary curtailment or closure reaches sixty (60) consecutive days in duration, the Company and the Local Union may mutually agree to an extension of the sixty (60) consecutive day period, otherwise Clause (a)(ii) will apply at that point.
- (d) Seasonal shutdowns in logging operations will not be covered by the provisions of this Section.
- (e) An employee who qualifies for preferential hiring and wishes to exercise their right to preferential hiring, must make application to the Company within six (6) months of their layoff or termination date. If such employee has not been hired within six (6) months of the date of their application, they must reactivate their application.

The Company will implement a reasonable and effective system for the laid-off employee to make and update a preferential hiring application. The Company will accept E-mailed and mailed applications.

(f) Employees called back to their jobs, from a preferential hiring job, and subsequently laid-off, within two (2) weeks, will not have to again repeat the sixty (60) consecutive days waiting period to qualify for preferential hiring at that time.

- (g) (i) An employee who has been hired under the provisions of Clause (a)(ii), and is working at that operation, must return to their regular job at their originating operation when recalled or terminate their employment from the originating operation.
  - (ii) An employee who returns to their originating operation has terminated their employment from the operation which extended preferential hiring.
  - (iii) Local Union and the Management of the originating operation may mutually agree to waive the provisions of (i) above, for a period of recall not to exceed thirty (30) consecutive days.
- (h) An employee who has been hired under the provisions of this Section and is working at that operation, loses their entitlement to all other preferential hiring rights until they are laid-off. New applications must then be completed and filed pursuant to the terms of this Agreement.
- Employees hired in accordance with Clause (a)(ii) at other WFP-USW operations shall retain seniority for vacation and Statutory Holiday purposes.
- (j) Employees who have received a severance from a Company operation may use their seniority for hiring preference selection purposes only.

# Section 8: Seniority Application (Logging)

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

# Section 9: Absence Without Leave

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

## Section 10: Seniority List

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

# Section 11: Reinstatement

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

extension of this provision, the same shall be discussed between the Local Union and Management, and if agreement is reached, the period may be extended.

(c) The Company shall report temporary Supervisor days worked to the Plant / Camp Committees and to the Local Union, quarterly.

# Section 12: Seniority and Sub-Contracting

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

## Section 13: Training Agreement

Where an operation in the logging sector does not have a training agreement or established practices, the following will apply. The Company and Union will adopt the Job Training Guidelines of the Supplement #6 as the training agreement, subject to good faith negotiations between the parties on modifications for operational efficiency. Negotiations will take place when mutually agreed upon during the term of the agreement.

# ARTICLE XXI – LEAVE OF ABSENCE

#### Section 1: Injury or Illness

The Company will grant leave of absence to employees suffering injury or illness, subject to a medical certificate if requested by the employer as per Article XVII, Section 7. The employee shall have a reasonable period of time to present such medical certificate. The employee shall report or cause to have reported the injury or illness which requires their absence to the Company as soon as may be reasonably possible.

At the earlier of the successful completion of the probationary period or ninety (90) consecutive days of employment with the Company, an employee, for personal illness or injury, is entitled in each calendar year to paid leave for up to five (5) paid sick days.

### Section 2: Pregnancy and Parental Leave

- (a) Pregnant employees shall be entitled to unpaid pregnancy leave of up to seventeen (17) weeks.
- (b) A pregnant employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, they are unable to return to work when their leave ends under Section 2(a).
- (c) On the advice of their doctor, if a pregnant employee requests a transfer due to workplace conditions, they will be provided alternate work, if available.
- (d) Employees shall be entitled to unpaid parental leave of up to thirty-seven (37) weeks.
- (e) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to an additional five (5) consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under Section 2(d).

(f) An employee's combined entitlement to leave under section 2(a) and Section 2 (d) is limited to fifty-two (52) weeks, plus any additional leave the employee is entitled to under Section 2(b) or Section 2(e).

## Section 3: Written Permission

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

# Section 4: Family Responsibility and Compassionate Care Leave

#### Family Leave:

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

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

#### Compassionate Care Leave:

(a) In the following sub-sections "family member" means a member of the employee's immediate family and includes the spouse, child, parent, guardian, sibling, grandchild or grandparent of any person who lives with an employee as a member of the employee's family. It includes common-law spouses, step-parents and step-children and samesex partners and their children as long as they live with the employee as a member of the employee's family.

- (b) An employee who requests Compassionate Care Leave under this Section is entitled to up to eight (8) weeks of unpaid leave to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks, or such other period as may be prescribed after:
  - (i) the date the certificate is issued; or
  - (ii) if the leave began before the date the certificate is issued, the date the leave began.
- (c) The employee must give the employer a copy of the certificate as soon as practicable.
- (d) An employee may begin a leave under this Section no earlier than the first day of the week in which the period under subsection (b) begins.
- (e) A leave under this subsection ends on the last day of the week in which the earlier of the following occurs:
  - (i) the family member dies;
  - (ii) the expiration of twenty (26) weeks or other prescribed period from the date the leave began.
- (f) A leave taken under this subsection must be taken in units of one or more weeks.

(g) If an employee takes a leave under this Section and the family member to whom the subsection applies does not die within the period referred to in that subsection, the employee may take a further leave after obtaining a new certificate in accordance with this subsection.

## Section 5: Compassionate and Cultural Leave

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

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

# Section 6: Bereavement Leave

(a) When death occurs to a regular full-time employee's child, parent or spouse, the employee will be granted an appropriate leave for which they shall be

compensated at their regular straight-time hourly rate of pay for their regular work schedule for a maximum of five (5) days. This includes Stepchildren and Stepparents.

- (b) When death occurs to a regular full time employee's brother, sister, mother-in-law, father-in-law, brotherin-law, sister-in-law, son-in-law, daughters-in-law, grandparents, grandparents-in-law and grandchildren, employees shall be compensated at their regular straight-time hourly rate of pay for their regular work schedule for a maximum of three (3) days.
- (c) Compensable hours under the terms of this Section will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.

#### Section 7: Jury Duty

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

(b) Hours paid for under the provisions of this Section will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays but will not be counted as hours worked for the purpose of computing overtime.

## Section 8: Union Business

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

## Section 9: Public Office

 (a) The Company will grant leave of absence for campaign purposes to candidates for Federal, Provincial or Municipal elective public office for periods up to and including eight (8) weeks, provided the Company is given due notice in writing of twenty (20) calendar days, unless the need for such application could not reasonably be foreseen.

- (b) Employees elected or appointed to Federal, Provincial, Municipal, Regional office shall be granted as much leave as is necessary during the term of such office. Such political office holders, where the term of public office is served intermittently, shall give the Company reasonable notice for absences from work for conducting such business.
- (c) The employee who obtains this leave of absence shall return to their Company within thirty (30) calendar days after completion of public office.

## ARTICLE XXII – HEALTH AND SAFETY

#### Section 1: Common Concern and Responsibility

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

The Company shall continue to make provisions for the health, safety and working environment of the employees. All employees, Plant or Camp Chairs, Co-Chair of the OHSC, appropriate Safety Representatives and/or Crew Safety Representative and representatives of the Union shall have the right to discuss matters dealing with health, safety and environmental conditions. Matters brought forward will be investigated promptly. To this end, Joint Occupational Health and Safety Committees will be established.

### Section 2: Joint Health and Safety Committee

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

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

- (b) All serious incidents, dangerous occurrences and near miss incidents shall be investigated by persons knowledgeable in the type of work involved and the Co-Chair of the Plant or Camp OHSC or their designates.
- (c) The Company and Union agree to fully cooperate with the OHSC and the Company will provide reasonable facility to carry out inspections and investigations, and will provide access to all reports, plans and records pertinent to the work of the OHSC. Copies of Incident Reports and Accident

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

- (d) The occupational health and safety program must be designed to prevent injuries and occupational diseases, and without limiting the generality of the foregoing, the program must include:
  - a statement of the employer's aims and the responsibilities of the employer, supervisors and workers, including contractors and subcontractors;
  - (ii) for the regular inspection of premises, equipment, work methods and work practices, at appropriate intervals, to ensure that prompt action is undertaken to correct any hazardous conditions found;
  - (iii) appropriate written instructions, available for reference by all workers;
  - (iv) provision for holding periodic Union-Management meetings for the purpose of reviewing health and safety activities and incident trends, and for the determination of necessary courses of action;

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

#### Section 3: Pay for Meetings

(a) The Company will pay straight-time rates, not exceeding two (2) hours per week, to employee members for the actual time spent in attending OHSC meetings outside of working hours.

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

#### Section 4: Minutes

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

#### Section 5: Injuries and Claims

(a) Should the Company request a meeting with an employee to discuss their claim with WorkSafe BC,

they will be entitled to request a Union representative when practicable.

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

# Section 6: Serious Incidents, Dangerous Occurrences and Near Misses

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

# Section 7: Fatalities

(a) In addition to Section 6 if a workplace fatality occurs, the Company shall notify the President of the Local Union in order that they may designate two (2) employees, who shall, within sixteen (16) hours of such fatality, be accompanied on an inspection of the accident site and, at the same time, be provided with all available pertinent information concerning the fatality. Employees of the company so designated shall not lose regular pay for participation in this process.

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

# Section 8: Right to Refuse Unsafe Work

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

- (a) An employee must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that employee has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.
- (b) An employee who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to subsection (a) must immediately report the circumstances of the unsafe condition to their supervisor or employer.

- (c) A supervisor or employer receiving a report made under subsection (b) must immediately investigate the matter and
  - (i) ensure that any unsafe condition is remedied without delay; or
  - (ii) if in their opinion the report is not valid, must so inform the employee who made the report.
- (d) If the procedure under subsection (c) does not resolve the matter and the employee continues to refuse to carry out the work process or operate the tool, appliance or equipment, the supervisor or employer must investigate the matter in the presence of the employee who made the report and in the presence of
  - (i) an employee member of the joint committee; or
  - (ii) another employee who is selected by the Union.
- (e) If the investigation under subsection (d) does not resolve the matter and the employee continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the supervisor, or the employer, and the employee must immediately notify an officer of WorkSafe BC, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.
- (f) If the Company offers refused work to another worker, management must inform the new worker that the offered work is the subject of a work refusal, including the rational for the refusal. This must be done in the presence of the person who originally

refused the work or, in their absence, another worker chosen by the person able to explain the reasons for the refusal.

# Section 9: Injury at Work

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

# Section 10: WHMIS

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

# Section 11: Contractors and Sub-Contractors

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

# Section 12: Crew Boat Safety

The Parties agree to establish a Joint Committee to develop safety procedures, equipment standards, and training for the operation of "twelve passengers and under" crew boats. The Committee will be composed of three (3) Company representatives and three (3) Union representatives knowledgeable in the transportation of workers.

The Joint Committee will consult with the appropriate authorities and with their assistance develop and implement procedures for:

- (a) Training Program for crew boat drivers.
- (b) Develop and implement appropriate safety equipment standards.
- (c) Procedures and standards for inspections of the equipment and condition of the crew boat(s).
- (d) The Parties agree the Safety and Health Research Committee will be asked to coordinate and assist in the development of this program.

## Section 13: Safety and Health Research Program

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

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

# ARTICLE XXIII – SAFETY EQUIPMENT

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

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

(iv) replace gloves as required at no cost to the employee, only when they are presented worn or damaged beyond repair; otherwise, the replacement will be at the expense of the employee.

- (b) The Employer shall make coveralls available and maintain same for use by End Sprayers, Panel Sprayers, Oilers, Filer-Grinderpeople and Tradespeople.
- (c) The Employer shall be required to make available at cost to those employees who are required to wear them, the following articles:
  - 1. Caulk boots 3. Rain gear
  - 2. Safety shoes 4. Coveralls
- (d) Companies that supplied safety equipment and clothing at no cost to the employee on the effective date of this Agreement will continue to do so at no cost to the employee.
- (e) The Company agrees to reimburse regular full-time employees up to one hundred and seventy-five dollars (\$175) per calendar year, for Steel-toed Safety Boots. Effective, June 15, 2027, the reimbursement will be increased to two hundred dollars (\$200) per calendar year. For WFP employees, the boots must meet the requirements of the WFP Health and Safety Management System. Employees must have completed the probationary period in order to qualify. Employees are required to submit the original receipt for payment. Employees shall be permitted to combine the reimbursement for two consecutive entitlement years.
- (f) Employees who have six (6) months' or more seniority, or upon obtaining six (6) months' seniority,

are entitled to an allowance for caulk boots on one of the following basis:

- An employee who is required to wear caulk boots by WorkSafe BC in the course of their duties shall receive annually a one hundred and seventy-five dollar (\$175) caulk boot allowance and effective June 15, 2027, the allowance will increase to two hundred dollars (\$200); or
- (ii) An employee who is required to wear caulk boots on a regular basis for a period of not less than six (6) calendar months within a year shall receive annually a three hundred and twentyfive dollar (\$325) caulk boot allowance. Effective June 15, 2027, the allowance will increase to four hundred dollars (\$400).

Seasonal layoffs shall not interfere with the qualifying period herein.

# ARTICLE XXIV – NEW AND EVOLVING WORK

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

The process requires the Company and the Local Union to approach issues based on the points listed below.

- (a) It is desirable to have Company employees perform work for which they are reasonably capable within the bargaining unit, i.e.
  - 2nd Growth Harvesting

- Phase contracting
- Processing of lower value products
- Value added
- Remanufacturing
- (b) The Company and the Local Union are committed to working together towards making new work opportunities available to Company employees. It is understood to accomplish these goals the parties must achieve:
  - (i) Efficiency and cost effectiveness,
  - (ii) quality objectives, and
  - (iii) safety.
- (c) The Parties recognize that they cannot reasonably anticipate all circumstances and situations which may arise so cannot prescribe comprehensive solutions in advance.
- (d) There may be constraints which make it impractical or unreasonable for Company employees to perform all the work within the bargaining unit.
- (e) Issues must be resolved in a timely fashion.

## **Dispute Resolution Process:**

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

 (a) Establish a joint Dispute Resolution Committee comprised of two (2) representatives from the Company and two (2) representatives from the Union to fact find and assist the Company and Local Union in reaching a solution. The parties agree to name the committee within thirty (30) days of execution of the Collective Agreement.

- (b) Management or Local Union can request the assistance of the Dispute Resolution Committee.
- (c) The Dispute Resolution Committee will utilize the services of facilitators, mediators or whatever means in order to reach a final recommended resolution.
- (d) Where the regular company employees are displaced by reduction in the Annual Allowable Cut or other land use decisions that result in the downsizing or closure of manufacturing plants or logging operations, the parties agree to meet to discuss ways to mitigate against job loss.
- (e) If there is a dispute regarding the process outlined under this Article, either party may refer the matter to the grievance procedure, under Article XXIX – Adjustment of Grievances. The jurisdiction of an arbitrator appointed under this Section is limited to examining whether or not the New and Evolving Work process has been followed.

#### ARTICLE XXV – CONTRACTORS AND SUB-CONTRACTORS

(a) As of the date of the signing of the Memorandum of Agreement the Industry agrees that as of the 5th day of December, 1986, the introduction of a Contractor or Sub-contractor into an operation will not result in the loss of full-time positions held by regular employees in the operation, except where justified by special circumstances.

- (b) In the case of a grievance arising under this Article, which the Parties are unable to settle between themselves, the matter shall be determined as described in Supplement 1 to this agreement.
- (c) Either party may request a hearing before the Umpire with respect to the interpretation, application, operation or alleged violation of clause (a) herein. The parties will agree to four (4) umpires. If the parties are unable to agree on the selection of the umpires, the parties will request the Chief Justice of British Columbia to appoint the umpires, for the term of the Collective Agreement.
- (d) The dispute shall be determined on an expedited basis. The decisions of the Umpire will be made in writing and all decisions will be final and binding upon the parties.

# ARTICLE XXVI – PERMANENT CLOSURES

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

#### ARTICLE XXVII – SEVERANCE PAY FOR PERMANENT PLANT OR LOGGING CAMP CLOSURE

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

- (b) Where a plant is relocated and the employees involved are not required to relocate their place of residence and are not terminated by the employer as a result of the plant relocation, they shall not be entitled to severance pay under this Article.
- (c) Where a logging camp is relocated and the employees involved are not terminated by the employer as a result of the logging camp relocation, they shall not be entitled to severance pay under this Article.

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

# ARTICLE XXVIII - PERMANENT PARTIAL CLOSURES

- (a) A permanent partial closure occurs when a major operating component of a manufacturing facility is declared closed by the Company or has not operated for a period of twenty-four (24) months. The major operating components of a manufacturing facility are defined as a sawmill, planer mill and dry kiln.
- (b) A permanent partial closure in logging occurs when a logging operation or phase has not operated for a period of twenty-four (24) months. The phases of a logging operation are defined as production, maintenance, road construction and road maintenance, booming and sorting, and cookhouse and bunkhouse.
- (c) In the event one of the identified major operating components of a manufacturing operation closes, but restarts in a reduced capacity prior to permanent partial closure, those employees who remain on layoff will have their seniority retention extended by twenty-four (24) months to a maximum of forty-eight (48) months, unless severance pay is paid as per the terms of Article XXVII or Article XXVIII.
- (d) In the event a permanent partial closure is declared by the Company, or the facility has not operated for a period of twenty-four (24) months the employees who were employees of record at the commencement of the closure are entitled to severance pay. Severance pay is calculated on the basis of the employee's seniority at the date of the layoff, not the date of the permanent partial closure.

- (e) Employees who are terminated by the Company because of a permanent partial closure shall be entitled to severance pay equal to ten (10) days for each year of continuous service and thereafter in increments of completed months of service with the Company. A day's pay shall continue to include daily overtime or other premiums or add-ons as in the past, as applicable. However, where alternate shifts are in effect (e.g. ten (10) hour or twelve (12) hour shifts) under Article V, Section 2 and Supplement No. 8, the severance pay available shall not exceed the maximum severance pay based on an eight (8) hour shift equivalent.
- (f) Severance pay is not payable where a part of a manufacturing facility or logging operation is relocated and the employees involved are not required to relocate their place of residence and are not terminated by the Company.
- (g) Severance pay is not payable if an employee affected by a permanent partial closure is offered a position within the same operation of the Company.
- (h) The application of this Article becomes effective upon ratification of the 2014 Collective Agreement. There is no retroactivity of application of this Article affecting events occurring prior to ratification.

# **ARTICLE XXIX – ADJUSTMENT OF GRIEVANCES**

#### Section 1: Procedure

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

# Step One

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

# Step Two

If a satisfactory settlement is not reached at Step One, the Shop Committee shall take up the grievance with either the Superintendent/General Foreperson, or as designated by the Company. A statement in writing of the alleged grievance by the griever, together with a statement in writing by the supervisor, shall be exchanged by the Parties concerned. Where the Union advances a grievance as a group or et al. grievance, such grievance will begin at Step Two.

# Step Three

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

# Step Four

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

# Section 2: Time Limit

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

# ARTICLE XXX – ARBITRATION

#### Section 1: Grievances

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

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

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

- (b) No one shall serve as an arbitrator who:
  - (i) either directly or indirectly has any interest in the subject of the arbitration;

- (ii) has participated in the grievance procedure preceding the arbitration;
- (iii) is, or has been, within a period of eight (8) months, preceding the initiation of arbitration proceedings, employed by any Local Union of the USW, or a Company directly engaged in the forest products industry.
- (c) The decision of the Arbitrator shall be final and binding upon the Parties of the First and Second Parts.
- (d) If the Arbitrator finds that an employee has been unjustly suspended or discharged, that employee shall be reinstated by the Company without loss of pay and with all their rights and privileges preserved under the terms of this Agreement, provided always that if it is shown to the Arbitrator that the employee has been in receipt of wages during the period discharge (or suspension) between and reinstatement, or date of failure to rehire and rehiring, the amount so received shall be deducted from wages payable by the Company pursuant to this Section, further provided that the wages so deducted shall be first reduced by the amount required for the payment of fare from the original place of employment and to the place where employed during the period of discharge (or suspension) and return.
- (e) The Arbitrator shall be required to hand down their decision within fourteen (14) days following completion of the hearing.

- (f) The Parties shall appoint a panel of eight (8) Arbitrators. The single Arbitrator shall be selected from this panel. If the Parties fail to appoint the required eight (8) Arbitrators, they shall forthwith request the Honourable Minister of Labour of the Province of British Columbia to appoint the Arbitrator required.
- (g) The single Arbitrator shall be selected from the panel of eight (8) arbitrators on a rotational basis. If an Arbitrator selected to hear and determine a dispute is unable to schedule a hearing to occur within thirty (30) days of the date of their selection the dispute shall be reassigned to the next arbitrator in the rotation.

# Section 2: Expedited Arbitration

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

- (a) Two Arbitrators will be selected to serve as Chairpersons to resolve disputes referred to expedited arbitration. The Parties will each select one Chairperson who will provide available dates for hearings.
- (b) The agreement of both Parties will be required before advancing a grievance to the expedited arbitration procedure. However, once the Parties have agreed to proceed to the expedited arbitration procedure, that decision shall not be revoked except with the consent of both Parties.

- (c) The Parties will meet within fourteen (14) days following the date of the 3rd stage response to decide on proceeding to expedited arbitration, unless there is mutual agreement to extend the time limit.
- (d) The Parties will attempt to develop an agreed Statement of Fact for submission to the Chairperson. In the event that the Parties cannot agree on all of the facts, each party shall submit a full statement of all facts upon which they rely to the Chairperson. In addition, each side will develop submissions outlining their respective written position and argument on the dispute for the consideration of the Chairperson. Both the Statement(s) of Fact and the written submissions of the Parties will be provided to the Chairperson no later than fourteen (14) days prior to the hearing date and the written submissions of the Parties will be exchanged at that same time.
- (e) No legal counsel will be used by the Parties during the course of the hearing. Witnesses and oral submissions from the Parties during the hearing will be at the discretion of the Chairperson.
- (f) Decisions by the Chairperson will be accompanied by a brief rationale for the decision. All decisions of the Chairpersons are limited to the dispute at hand and will be without precedent or prejudice to any and all existing or future grievance, arbitration and interpretation matters. Decisions of the Chairperson are to be rendered within ten (10) days of the hearing.

- (g) The Parties agree that the decision of the Chairperson is final and binding and will not be subject to appeal or review.
- (h) The Parties further agree that this Section is entered into on a trial basis and will expire in accordance with the terms of this Agreement.

# Section 3: Cost Sharing

The Parties shall jointly bear the cost of the arbitrator.

#### Section 4: Place of Hearing

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

# ARTICLE XXXI – EDUCATION AND HUMANITY FUNDS

#### Section 1: Education Fund

(a) The Company will contribute to the Fund and will continue such contributions throughout the period of the Collective Agreement. The contribution rate shall be eight cents (\$0.08) per hour worked per employee.

The Education Fund will be used specifically in the development and delivery of programs, which may include:

- Grievance Handling
- Collective Bargaining
- Environmental Issues
- Land Use Issues

- Stewards Training
- Parliamentary Procedure and Public Speaking
- Communication Skills
- Leadership Training
- Economic Issues
- Benefits Training
- Health and Safety
- (b) The Company shall remit the contributions to the Local Union no less than once each month, with a written statement of names of the employees for whom the contributions were made and the hours worked by the employee.

# Section 2: Humanity Fund

- (a) The Company agrees to deduct on a bi-weekly basis the amount of not less than two cents (\$0.02) per hour from the wages of all employees in the bargaining unit for all hours worked.
- (b) The Company shall pay once every three months the amount so deducted to the "Humanity Fund" and to forward such payment to United Steelworkers National Office, 234 Eglinton Avenue East, Toronto, Ontario, M4P 1K7. The Company will advise in both Humanity Fund writing the at the aforementioned address and the Local Union that such payment has been made, the amount of such payment and the names of all employees in the Bargaining Unit on whose behalf such payment has been made.
- (c) The Union agrees to indemnify the Company and save it harmless against any claims which may arise in complying with the provisions of this Article.

# ARTICLE XXXII – FORESTRY ENVIRONMENTAL COMMITTEE

The Parties agree that Forestry Environmental Committees in logging shall be established by the Company and the Union.

# **ARTICLE XXXIII – STRIKES AND LOCKOUTS**

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

# ARTICLE XXXIV - DURATION OF AGREEMENT

(a) The Parties hereto mutually agree that this Agreement shall be effective from and after the 15th day of June 2024, to midnight the 14th day of June 2030, and thereafter from year to year unless written notice of contrary intention is given by either Party to the other Party within four (4) months immediately preceding the date of expiry. The notice required hereunder shall be validly and sufficiently served at the Head Office of the Party of the First Part, or at the Local Office upon the Local Officers of the Union, Party of the Second Part, within four (4) months immediately preceding the 15th day of June, 2030. If no agreement is reached at the expiration of this Contract and negotiations are continued, the Agreement shall remain in force up to the time an agreement is reached or until negotiations are discontinued, by either Party.

(b) The Parties hereto agree that the operation of Sections 50(2) and 50(3) of the Labour Relations Code of British Columbia, R.S.B.C. 1996, c. 244, is excluded from the Collective Agreement. FOR THE UNION:

FOR THE COMPANY:

Brian Butler USW, Local 1-1937 Jennifer Foster Western Forest Products Inc.

Richard Arnason USW, Local 1-1937 Derek Haupt Western Forest Products Inc.

Chris Cinkant USW, Local 1-1937 Clint Cadwallader Western Forest Products Inc.

Jason Cox USW, Local 1-1937 Doug Regier Western Forest Products Inc.

Nolan Paquette USW, Local 1-1937 Alexis Nygren Western Forest Products Inc.

# LETTER OF UNDERSTANDING BETWEEN WESTERN FOREST PRODUCTS ("COMPANY") AND UNITED STEELWORKERS, LOCAL 1-1937 AND THE COUNCIL OF USW LOCALS CERTIFIED FOR SOME DIVISIONS OF WFP ("UNION")

#### RE: ARTICLE XXV DISPUTE RESOLUTION PROCESS

The Parties have agreed to 4 Umpires (Ken Saunders, Jacquie de Aguayo and Michael Fleming) and agreed to develop further terms of reference to ensure the efficient and expeditious application of Article XXV;

- Prior to referring the grievance to arbitration, the parties will endeavour to have a full exchange of positions and documents and attempt to resolve the matter;
- Umpire Ready will manage the assignment of grievances between the 4 Umpires by balancing the complexity and importance of the case with the expeditious nature of the process;
- 3. To enable Umpire Ready to manage the assignment of cases and to expedite the process:
  - The letter referring the grievance under Article XXV shall be copied to Umpire Ready and must contain the referring party's summary of facts and their estimates of the complexity of the

case, the number of days required for the hearing, the preferred location of the hearing and the name of the lawyer or law firm (if any) who will represent them;

- ii) Within fourteen (14) days of the letter referring the grievance under Article XXV the opposite party shall advise Umpire Ready and the referring party of the name of the lawyer or law firm (if any) who will represent them, their estimate of the number of days required for the hearing, the complexity of the case and their preferred location for the hearing. At the same time, they shall provide any facts they wish considered in the assignment;
- Prior to assigning the case Umpire Ready may conduct any case management conferences or mediation he deems appropriate;
- iv) Within thirty (30) calendar days of the letter referring the grievance under Article XXV, Umpire Ready will assign the case to one of the four Umpires;
- Within fourteen (14) days of the receiving the assignment, the assigned Umpire will conduct a conference call with the parties' representatives to set hearing dates.
- 4. Article XXV Hearing Process:
  - Within twenty-one (21) days of Umpire Ready assigning the case, the parties will exchange particulars and documents;

- ii) The parties will attempt to develop an agreed statement of facts and documents, which will immediately be provided to the assigned Umpire;
- iii) In the event the parties cannot agree on all of the facts, no later than thirty (30) days before the scheduled hearing, each party will provide the assigned Umpire and the opposite party with a full statement of the facts and documents upon which they intend to rely;
- iv) No later than thirty (30) days before the scheduled hearing, the parties will exchange and provide the assigned Umpire a written outline of their argument.
- 5. The assigned Umpire may conduct case management conferences and/or mediation either before or during the dates scheduled for the hearing.
- 6. The time frames set out above in the various steps of the process may be altered by agreement of the parties or the Umpire.

DATED THIS 17th DAY OF JANUARY 2025.

# FOR THE UNION: FOR THE COMPANY:

Brian Butler

Jennifer Foster

USW, Local 1-1937

Western Forest Products Inc.

# WOODLANDS LETTER OF UNDERSTANDING

# BETWEEN

WESTERN FOREST PRODUCTS INC. ("COMPANY")

AND

#### UNITED STEELWORKERS, LOCAL 1-1937 AND THE COUNCIL OF USW LOCALS CERTIFIED FOR SOME DIVISIONS OF WFP ("UNION")

# WESTERN FOREST PRODUCTS and the Union agree as follows:

- 1. Except as provided in this Letter of Understanding, the existing rights and obligations of the Company and the Union under Article XXV of the Collective Agreement are not affected.
- 2. As of the date of this Letter of Understanding, but subject to paragraph 4 below, a Company may contract out a woodlands operation to an USW Certified Contractor on a stump-to-dump basis. The Company will consult with the Union prior to selecting a Contractor. By agreement between the Company and the Local Union, the operation may be sub-divided into two stump-to-dump contracts.
- 3. The Union and the Company agree, and the Contractor must also agree, that the Contractor will be deemed to be the successor employer under the *Labour Relations Code* including recognition of the seniority rights of all employees on the seniority list

of the Company; and generally, that Sections 35(1) - (5) of the Labour Relations Code apply.

- 4. Notice under Section 54 of the Labour Relations Code will be provided to the Union prior to any Woodlands operations being contracted out under this Letter of Understanding. Discussions under Section 54 must include the Contractor(s).
- 5. In the event there is a surplus of employees created as the result of moving the woodlands operation or subdivision thereof to a Contractor, the Company will offer severance pay (calculated in a manner consistent with Article XXVII) to the surplus employees. By agreement between the Company and the Union, the severance pay opportunities may be directed towards facilitating the severance of older workers who may volunteer for such severance.
- 6. In the event a surplus employee accepts the severance pay offered, the surplus employee will lose all seniority rights including preferential hiring rights under the Collective Agreement.
- 7. The commercial contract between the Company and the Contractor(s) will be for a period of not less In the event a contract is than five years. discontinued for any reason prior to its end date (e.g. insolvency of the Contractor or performance issues), a replacement contractor must be a USW Certified Contractor. The Union and the Company agree, and the replacement Contractor must agree, that the replacement Contractor will be deemed to be the successor employer under the Labour Relations Code. including recognition of the

seniority rights of all employees on the seniority list, for the remainder of the period of the contract; and generally, that Sections 35(1) - (5) of the *Labour Relations Code* apply.

- If a Contractor is replaced after the initial 5-year 8. period or any extension thereof, the commercial contract between the Company and the replacement Contractor must be for a period of not less than five years. The replacement Contractor must be a USW Certified Contractor. The Union and the Company agree, and the replacement Contractor must agree, that the replacement Contractor will be deemed to be a successor employer to the initial Contractor under the Labour Relations Code, including recognition of seniority rights of employees on the then-existing seniority list; and generally, that Sections 35(1) - (5) of the Labour Relations Code apply.
- 9. Paragraphs 7 and 8 shall apply to all succeeding replacement Contractors.
- 10. In the event the operational responsibility for a woodlands operation or subdivision thereof is taken back bv the Company, the Company will acknowledge and assume full successorship obligations under the Labour Relations Code. recognition of seniority includina rights of employees on the then-existing seniority list.
- 11. If the Company sells or otherwise transfers its woodlands operations or Licences it will ensure that the purchaser or transferee agrees to assume the obligations of the Company set out in this Letter of Understanding.

- 12. If any dispute arises with respect to the interpretation or application of this Letter of Understanding, the Parties will meet to discuss the dispute and if they are unable to resolve the dispute, the matter will be referred to Ken Saunders for final resolution by mediation or arbitration. If Ken Saunders is unavailable, Jacquie de Aguayo will serve in his place. If Jacquie de Aguayo is unavailable, Michael Fleming will serve in her place.
- 13. This Letter of Understanding does not apply to stump-to-dump contracts entered into prior to the date hereof.
- 14. The Company agrees that it will work with the Union to ensure that all its contractors pay their Collective Agreement obligations, including exploring the possibility of including "hold-back" provisions in commercial contracts.
- 15. The Company shall allow the Union to review the signing and duration information of the Commercial Contracts under this Letter of Understanding, once signed, and the Company shall send a letter to the Union identifying the five (5) year term.

DATED THIS 17th DAY OF JANUARY 2025.

# FOR THE UNION: FOR THE COMPANY:

Brian Butler USW, Local 1-1937 Jennifer Foster Western Forest Products Inc.

#### ALCOHOL AND DRUG POLICY CONDITIONS

#### LETTER OF UNDERSTANDING

#### BETWEEN

#### WESTERN FOREST PRODUCTS INC. ("COMPANY")

#### AND

#### UNITED STEELWORKERS, LOCAL 1-1937 AND THE COUNCIL OF USW LOCALS CERTIFIED FOR SOME DIVISIONS OF WFP ("UNION")

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

All employees subjected to any action under the policy have the right to Union representation at every step, including being present during testing, but not physically present during the sample collection. The Union's representative agrees they will not interrupt the testing process. Upon request from the employee they will be given their test results and any final MRO reports or SAP assessments (that may be done).

The Company agrees that it will not conduct postincident testing for minor incidents.

The parties agree that if an employee tests at or above ten (10) nanograms per milliliter of Delta-9tetrahydrocannabinol (THC (cannabis)) in oral fluid screening, the test shall be considered presumptivepositive for drugs (other than alcohol) and shall result in further testing of a sample at an accredited laboratory.

The Company shall move toward the use of trained employees and portable test equipment (such as the Drager Drug Test system) to pre-screen for drugs or alcohol in reasonable cause and post-incident test situations.

Any subsequent testing after a presumptive positive test must be performed by an accredited organization.

The parties agree that, after a positive alcohol test or a confirmed positive drug test, an employee will undergo an evaluation by a Substance Abuse Professional (SAP). If the SAP determines that the employee has a Substance Use Disorder, the employee will follow the treatment recommendations of the SAP. If this is the first time the employee has tested positive, and if the SAP determines that the employee does not have a Substance Use Disorder, in the case of a confirmed positive THC-only test, the employee will be required to undergo a successful return to work test.

# DATED THIS 17th DAY OF JANUARY 2025.

#### FOR THE UNION: FOR THE COMPANY:

Brian Butler

Jennifer Foster

USW, Local 1-1937 Western Forest Products Inc.

#### LETTER OF UNDERSTANDING

# BETWEEN

WESTERN FOREST PRODUCTS INC. ("COMPANY")

AND

UNITED STEELWORKERS, LOCAL 1-1937 AND THE COUNCIL OF USW LOCALS CERTIFIED FOR SOME DIVISIONS OF WFP ("UNION")

# COLLECTIVELY REFERRED TO AS "THE PARTIES"

# RE: MAINTENANCE SERVICE TIME AND HOOK TENDER RESPONSIBILITIES

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

# 1. MACHINE OPERATORS

# Maintenance Service Time Definition

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

# Eligible Employees

Those employees who are the operators of designated machines are covered by this policy. *Note: employees newly assigned to operating a piece of equipment will receive an orientation with the Master Mechanic regarding the proper servicing.* 

# **Designated Equipment**

No changes from current practice.

# **Duties and Responsibilities**

- Gather up the supplies, parts, etc. required for the worksite prior to marshaling time
- Complete the applicable checklist for the machine (i.e. logging truck drivers' pre-trip checklist)
- If there is no designated inspection checklist the operator should conduct a pre-operational inspection/walk-around consisting of:
  - a visual inspection for damage or leaks
  - checking the engine fluid levels, hydraulic fluid levels, and radiator coolant levels
  - performing lubrication all and greasing 0 requirements with in accordance the manufacturer's specifications or as demonstrated during an orientation

- The equipment operators will be required to warm up the machine prior to the start of the shift.
- Monitor the operating performance of the machine throughout the shift and document and report all malfunctions. Check with the maintenance department to see that repairs were completed as required.
- Perform minor maintenance including but not limited to: removing and replacing damaged hoses, tightening loose bolts, brake adjustment, tightening belts, fixing minor air leaks, etc. as required. Assist mechanics where possible
- Fuel machine as required, outside the regular shift if necessary.
- Note: where a machine operator travels with a crew to a remote site, servicing will be completed as quickly and efficiently as possible at the beginning or the end of the shift to minimize the disruption to the workday. At a minimum, before the shift begins the operator will:
  - conduct a pre-trip walk-around looking for damage or leaks
  - check engine fluid, hydraulic oil, and radiator coolant levels
  - warm up the machine

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

# Tools

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

# 2. HOOK TENDERS

Western Forest Products holds that hook tenders are leaders who take responsibility on their side in a number of key areas:

- safety, including training, work practices and procedures, and equipment
- communications with the crew as well as supervisors and others
- equipment management
- efficiency, quality, and production
- operating mobile backspars

Hook tenders who assume these responsibilities will be paid forty (40) minutes at the overtime rate provided the regular work day is completed.

# **Eligible Employees**

# **Hook Tenders**

# **Duties and Responsibilities**

- Set a high standard of safety by example and monitor practices on the side with teaching and interventions as required
- Ensure necessary equipment and supplies are gathered prior to marshalling time

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

Read, Agreed and Accepted this 17th day of January 2025.

# FOR THE UNION: FOR THE COMPANY:

Brian Butler

Jennifer Foster

USW, Local 1-1937

Western Forest Products Inc.

#### LETTER OF UNDERSTANDING

# BETWEEN

# WESTERN FOREST PRODUCTS INC. ("COMPANY")

#### AND

#### UNITED STEELWORKERS, LOCAL 1-1937 AND THE COUNCIL OF USW LOCALS CERTIFIED FOR SOME DIVISIONS OF WFP ("UNION")

# **RE: MARSHALLING POINTS**

The Collective Agreement requires the Union and the Company to agree upon the establishment of marshalling points. In an effort to keep the operations viable, it may be appropriate to establish an additional marshalling point for specific cut-blocks.

Should the discussion on an additional marshalling point not be resolved, then either Party may take the matter to mediation where the Mediator has the authority to mandate a resolve.

Should the Parties not reach agreement on the selection of a mediator, the Ministry of Labour will be requested to appoint one. FOR THE UNION:

FOR THE COMPANY:

**Brian Butler** 

USW, Local 1-1937

Jennifer Foster

Western Forest Products Inc.

# LETTER OF UNDERSTANDING

# TRAINING AGREEMENT PRINCIPLES

# BETWEEN

# WESTERN FOREST PRODUCTS INC. ("COMPANY")

#### AND

# UNITED STEELWORKERS, LOCAL 1-1937 AND THE COUNCIL OF USW LOCALS CERTIFIED FOR SOME DIVISIONS OF WFP ("UNION")

The Parties agree as follows:

# JOB TRAINING GUIDELINES

# APPLICATION

 Where the Company and Local Union agree to a Job Training Program, the following principles are a guide and basis for negotiation and implementation of training programs at the operational level. The purpose of Job Training Agreements will be to improve safety and health in the operation, enhance job advancement and to ensure adequate job relief.

# POSTING

 Training positions will be posted for a minimum period of three (3) consecutive working days, or seven (7) consecutive working days when an alternate shift is in place. 2. Employees on any approved Leave of Absence will have the right to bid on training positions provided they notify the company of their intention to do so, and return to the operation within twenty (20) days from the date of the trainee posting.

# SELECTION and TRAINING

- 1. Selection of trainees will be based on seniority, with due regard to job prerequisites and shift considerations.
- 2. The Company shall select a qualified person to provide the training with due regard to safety and the ability to communicate effectively.
- 3. The training period shall be sufficient for the trainee to learn the position.
- 4. The Company will notify the Shop Committee in writing when a trainee is judged to be qualified or is removed from the training program because of lack of competence.

# RATES of PAY

1. During the training period trainees will receive their regular job rates of pay, which shall not exceed the rates of the job for which they are being trained.

# SENIORITY

- 1. If during the training period the trainee wishes to discontinue training or fails to qualify, they will return to the job previously held.
- 2. When an employee has been trained, they may be required to accept a position.

# **REVISION and TERMINATION**

- A Job Training Program Agreement is not intended to vary, cancel or otherwise affect existing training agreements unless the Company and the Local Union agree otherwise.
- A Job Training Program Agreement can be revised by mutual agreement or terminated by either party upon written notice after expiration of a reasonable period of time, to be agreed upon by the Parties.

# FOR THE UNION: FOR THE COMPANY:

Brian Butler USW. Local 1-1937 Jennifer Foster

Western Forest Products Inc.

#### LETTER OF UNDERSTANDING

# BETWEEN

WESTERN FOREST PRODUCTS INC. ("COMPANY")

AND

UNITED STEELWORKERS, LOCAL 1-1937 AND THE COUNCIL OF USW LOCALS CERTIFIED FOR SOME DIVISIONS OF WFP ("UNION")

# RE: FOREST INDUSTRY TRAINING AND EMPLOYMENT RESOURCES

During the term of the Collective Agreement, the USW and WESTERN FOREST PRODUCTS will explore and study the establishment and development of a joint Forest Industry Training and Employment Resources (FITER) Council to help address the issues around ongoing changes in the coastal forest industry that are impacting Union members, their families and communities.

# FOR THE UNION: FOR THE COMPANY:

Brian Butler

USW, Local 1-1937

Jennifer Foster

Western Forest Products Inc.

# BETWEEN

# WESTERN FOREST PRODUCTS INC. ("COMPANY")

AND

#### UNITED STEELWORKERS, LOCAL 1-1937 AND THE COUNCIL OF USW LOCALS CERTIFIED FOR SOME DIVISIONS OF WFP ("UNION")

# ALTERNATE SHIFT SCHEDULING

# As referred to in Article V of the Collective Agreement

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

# 1. FLEXIBILTY OF HOURS OF WORK

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

# 2. SHIFT SCHEDULING

(a) Any shift schedule that falls outside the regular hours of work set out in Article V, Section 1 is, by definition, an alternate shift schedule.

- (b) In accordance with Article V, Section 2, the Company may implement alternate shift schedules without overtime penalty, provided the principle of the forty (40) hour week is maintained over an averaging period and:
  - Except by agreement with the Local Union and subject to (ii), maximum scheduled daily hours of work will be twelve (12) hours;
  - (ii) In logging scheduled shifts for physically demanding or dangerous work in excess of ten (10) hours may be implemented upon mutual agreement of the Parties.

# 3. IMPLEMENTATION

- (a) Any implementation of an alternative shift must be done with bona fide business rationale. The Company will provide the business rationale demonstrating the need for an alternative shift, complete with the nature and details of the proposed alternative shift.
- (b) The business rationale will be reviewed by the Local Union and Plant/Camp Committee. The Company will provide information to the Union respecting how the shift schedule provided in Article V is not meeting the Company's business purposes.
- (c) The Company agrees to work cooperatively with the Local Union and Plant/Camp Committee and will ensure that all relevant information is provided. The Local Union and Camp Committee will have the opportunity to review the business rationale and within a two (2) week period propose alternatives.

- (d) If the Union's alternative proposal is not accepted, the Company will detail the reason(s) why, and may implement the alternative shift proposed by the Company upon seventy-two (72) hours' notice, or sooner in cases of other circumstances not in the control of the Company.
- (e) If the Company accepts the alternative proposal, there will be a three (3) month trial period to evaluate that alternative.
- (f) There will be a review of the alternative proposal that was implemented and if the review demonstrates that the business rationale is not being achieved, the Company may implement the alternate shift schedule as proposed by the Company upon seventy-two (72) hours' notice.
- (g) Any dispute arising from this implementation process that the Company and the Local Union and Plant/Camp Committee are not able to resolve may be referred to the Shift Dispute Resolution procedure.

## 4. GENERAL PRINCIPLES

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

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

- (b) Different parts of an operation may be scheduled on different shifts.
- (c) The principle of the forty (40) hour week is to be maintained over an averaging period. The averaging period will be the period of one shift cycle for any alternate shift schedule implemented in accordance with this Article taking into account all the relevant circumstances. Prior to the introduction of the alternative shift the shortest possible averaging period will be determined.
- (d) Overtime will not be scheduled as part of an alternate shift schedule. When alternate shift schedules are in place, the overtime provisions in Article V, Section 2 will apply, except as referenced in (g) below.
- (e) All existing alternate shift agreements shall not be superseded by Article V, Section 2, except by agreement between the Company and the Local Union.
- (f) Earned vacations will be scheduled on the same basis as days and hours worked under the alternate shift schedule.
- (g) Other Articles of the Collective Agreement, which provide benefits after eight (8) hours, are extended by the amount the regular hours of work have been increased beyond the eight (8) hours per day.
- (h) Employees who are scheduled to work an alternate shift schedule of less than forty (40) hours per week over an averaging period will nevertheless be paid forty (40) hours' pay. When an alternate shift

schedule is used, each individual shift must be at least eight (8) hours long.

- (i) An employee's rest days may vary from week to week under an alternate shift schedule. Employees shall not be paid premium pay for changes in their rest days in these circumstances.
- (j) An employee whose rest days are changed by the Company under an established alternate shift schedule shall receive rate and one-half for work performed on their rest days unless a change in rest day results from the application of seniority or has been agreed to between the employee and the Company.
- (k) There shall be no premium pay paid to any employee whose rest days are changed because of the implementation or discontinuance of an alternate shift schedule.
- (I) Where the Company does not provide to the employee seventy-two (72) hours' notice of a change to an employee's work schedule, the employee will be paid at rate and one-half for their first shift on the new schedule. The Company will not change an employee's work schedule to avoid a statutory holiday.
- (m) For ten (10) hour shifts, rest periods will be one (1) ten (10) minute break and one (1) fifteen (15) minute break plus a one-half (1/2) hour unpaid meal break.
- (n) For twelve (12) hour shifts, rest periods will be two
  (2) fifteen (15) minute breaks plus a one-half (1/2) hour unpaid meal break. On a continuous twelve

(12) hour shift schedule, the meal break will be paid at straight time rates. "Continuous twelve (12) hour shift schedule" means that there are two (2) twelve (12) hour shifts in a twenty-four (24) hour period.

- (o) Statutory Holidays
  - (i) Immoveable Statutory Holidays (five in manufacturing, four in logging): Labour Day, National Day for Truth and Reconciliation, Remembrance Day, Christmas Day, Boxing Day and New Year's Day are "immoveable" Statutory Holidays. The Company will not, except in cases of operational emergency, compel employees to work "immoveable" Statutory Holidays.
  - Moveable Statutory Holidays: Notwithstanding (ii) Article XII, Section 9, the Company, with the exception of the immoveable statutory holidays, shall have the right after consulting with the Local Union to require an employee to observe a Statutory Holiday on a day that is not the day on which the Statutory Holiday is normally observed. The Company will provide notice of sixty (60) calendar days for this change. In all events, an employee will be entitled to a compensating day off, which shall be scheduled by mutual agreement within a ninety (90) day period. In the event the company and the union are unable to agree on the scheduling of a substitute holiday within the ninety (90) day period, the parties may agree to schedule it outside the ninety (90) day period.

- (iii) Where a Statutory Holiday falls on an employee's rest day, the holiday is to be rescheduled on a work day to occur within a ninety (90) day period by mutual agreement.
- (iv) Identification of Moveable Statutory Holidays: Where an alternate shift equally bridges a holiday and a non-holiday (such as a shift from 1800h to 0600h), absent agreement between the Company and the Union, the Company determines which shift is to be observed as the Statutory Holiday.
- (v) Payment for Working Statutory and Substituted Statutory Holidays: Employees whose Statutory Holiday is rescheduled under this paragraph will be paid consistent with Article XII, Sections 1 and 2 if they work the substituted Statutory Holiday. Specifically, an employee who works a moveable Statutory Holiday is paid at straight-time rates. Where the Company and Union agree that the employee will not take a compensating day off and will work the "substituted" Statutory Holiday, the rate to be paid is double rate and one-half.
- (p) Statutory and Floating Holidays will be paid as per the employee's regular schedule.
- (q) Bereavement Leave and Jury Duty shall be paid consistent with Article XXI. These days will be paid at the regular daily wage consistent with the work schedule.
- (r) Shift Differential shall be paid only for those hours worked outside the recognized dayshift for those

employees working the alternate schedule in effect for that crew working in that part of the operation.

- (s) For those employees working an alternate shift schedule with shifts over eight (8) hours the forty (45) working days referenced in Article XX – Seniority, Section 6: Probationary Period – will be changed to three hundred and sixty (360) working hours in a six-month floating period.
- (t) The Company will provide notice of two (2) weeks of discontinuance of any alternate shift implemented, except where a change in shift schedule is due to other circumstances not in the control of the Company. This discontinuance will not result in any overtime payments provided the full averaging period has been completed.

# 5. SHIFT DISPUTE COMMITTEE

- (a) The parties agree that if the objectives sought in alternate scheduling are misunderstood the potential for disputes and disruption is assured. Therefore, it is further agreed that a proper dispute resolution procedure is necessary to ensure the ongoing viability of the Company and the safety and wellbeing of its employees.
- (b) The parties agree to appoint high level representatives to a Shift Dispute Resolution Committee (SDRC) that will endeavor to resolve disputes through a problem-solving approach.
- (c) The existing alternate shift schedule of any Operation, or any new alternate shift schedule the Company proposes to introduce into any of its

Operations, may be referred the SDRC.

- (d) The SDRC will have the following mandates:
  - a. To model alternate shift configurations at each operation, when requested by the Union, by taking into account:
    - i. Safety concerns and data (for alternate shifts in logging, this shall include a thorough review of the report and recommendations on Alternate Shifting and Physically Demanding work created through Supplement No. 9)
    - ii. Market and customer implications, including order file and business cycles;
    - iii. Productivity and financial implications; and
    - iv. Maintenance issues
  - b. To review the modeling information and outcomes, and where more than one shift will meet the Company's stipulated production requirements and is quantifiably similar to the Company's proposed shift applying the factors above, determine the preferred and optimal shift including the appropriate start times and frequency of swing shift rotation;
  - c. To consider employee emotional and physical impacts including fatigue and sleep debt and employee lifestyle concerns;
  - d. To conduct a reasonable trial period for an alternate shift selected under b. above, in an Operation, when requested by the Union

- e. The SDRC may utilize the services of a mutually- agreed independent third party to review the data and information from the modelling exercise and any trials conducted to be paid for by the Company. The independent party will provide analysis only and will not make any judgment as to the merits of any of the shifts under consideration.
- f. The SDRC will review the report created by the independent third party, if any, and will have access to all materials considered in creating the report.
- g. The SDRC may recommend to the management at an operation that an alternate shift be replaced with a different shift provided that shift is quantifiably similar to the existing or proposed alternate shift. In other words, any shift recommended by the SDRC must meet the necessary production requirements.
- h. If the management in the operation rejects the SDRC's recommendation, or the SDRC does not agree that one of the reviewed shifts is preferable to an existing or proposed alternate shift, the Union may refer the matter to a mutually-agreeable arbitrator, which will be cost-shared by the parties.
- i. The third-party arbitrator referred to in h. will. receive oral and/or written submissions from the parties, and will render a non-binding shift recommendation, with reasons to the SDRC, the Union and the Company within fourteen (14) days.

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

### FOR THE UNION: FOR THE COMPANY:

**Brian Butler** 

Jennifer Foster

USW, Local 1-1937

Western Forest Products Inc.

### **SUPPLEMENT NO. 9**

#### LETTER OF UNDERSTANDING

#### BETWEEN

WESTERN FOREST PRODUCTS INC. ("COMPANY")

AND

UNITED STEELWORKERS, LOCAL 1-1937 THE COUNCIL OF USW LOCALS CERTIFIED FOR SOME DIVISIONS OF WFP ("UNION")

### ALTERNATE SHIFT SCHEDULING – PHYSICALLY DEMANDING AND DANGEROUS OCCUPATIONS

The parties agree to establish a high level committee process to interpret and clarify the meaning of Physically Demanding and Dangerous Occupations and how this is applied to alternate shifting. What has caused this to come into questions is schedules in logging which exceed ten (10) hours per day.

Great concern around working safely and accidents are under scrutiny and the parties want to ensure that all facets are identified and considered.

The parties have agreed there is not a precise explanation to which jobs in logging fit within the terminology. There is recognition that the workplace is influenced by circumstances, such as weather, distance from residence and/or marshalling point, fatigue, terrain, and lighting condition. These items and others all play a factor. The conclusion is that there are a variety of circumstances that affect each operation and the decisions regarding the length of the workday.

In order to provide some guidance and recommendation for the parties we have agreed to undertake a review of the issue using external professional expertise to examine the situation at an operational(s) level. The external resources will be persons with logging knowledge and a full understanding of safety and workplace practices.

Those persons will be provided with access to operation management, local unions and experienced employees. It is further agreed that the reviews will begin with the examination of workplaces scheduled to work ten (10) hours or more per day, or where requested by either Party.

The expectation of this project will be that a set of guidelines, procedures and recommendations will be provided back to the Parties.

The Parties further agree to explore further funding options for this project with the Ministry of Labour and other agencies.

The Parties finally agree that this project will commence within thirty (30) days of ratification of this Collective Agreement. FOR THE UNION:

FOR THE COMPANY:

**Brian Butler** 

Jennifer Foster

USW, Local 1-1937 Western Forest Products Inc.

# **SUPPLEMENT NO. 10**

#### MEMORANDUM OF AGREEMENT

## BETWEEN

# WESTERN FOREST PRODUCTS INC. ("COMPANY")

#### AND

### UNITED STEELWORKERS, LOCAL 1-1937 AND THE COUNCIL OF USW LOCALS CERTIFIED FOR SOME DIVISIONS OF WFP ("UNION")

## SELECTION OF APPRENTICE PROCEDURE

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

#### PREAMBLE

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

### 1. <u>APPRENTICE SELECTION COMMITTEE</u>

A Committee made up of a minimum of two (2) employee representatives and two (2) employer

representatives will be established to administer the procedures contained in this Agreement.

The makeup of the Committee will consist of:

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

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

## 2. JOB POSTING PROCEDURE

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

### 3. <u>SELF EVALUATION TESTS</u>

Tests recommended for self-evaluation will be made available to employees on request. Failure to take such tests shall not jeopardize an employee's application for apprenticeship.

### 4. CANDIDATE INFORMATION SESSION

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

5. APPRENTICESHIP SELECTION EXAM

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

### 6. INTERVIEW PROCESS

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

### 7. MEDICAL ASSESSMENT

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

## 8. APPRENTICE SELECTION

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

## 9. TRAINING PLAN

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

10. LIVING DOCUMENT

The Joint Company-Union Apprenticeship Committee will ensure that this Apprenticeship Selection Procedure will be reviewed annually and upgraded as needed. This Committee shall receive terms of reference from the Parties which will include a review of test scores, in order to make adjustments in the procedure to ensure fairness and effectiveness.

### 11. OTHER PROVISIONS

- (a) Employees presently working in any trade will not be eligible.
- (b) Successful applicants will be assigned as helpers for a probationary period of one hundred and eighty (180) days.
- (c) In the event that the successful candidate voluntarily decides to go back to their previously-held job, or is removed from the program less than one hundred and eighty (180) calendar days after the date of the original position, the next most qualified applicant will be selected.
- (d) It is agreed that where an applicant has failed to pass the Selection Exam, they will be eligible to bid and be retested one (1) additional time on a future apprenticeship posting.

- (e) An applicant who fails the Selection Exam twice shall be retested for any future apprenticeship posting if they complete relevant upgrading.
- (f) Test results will be kept on file for three (3) years. Anyone applying for an Apprenticeship Posting within that three (3) year period may have their results applied for purposes of that posting.
- (g) Appendix 1 contains the tests.

Appendix 2 contains a description of the tests.

Appendix 3 contains a description of the form utilized to ensure the apprentice is fit to physically perform the tasks of the trade.

Signed this 17th day of January 2025.

## FOR THE UNION: FOR THE COMPANY:

Brian Butler

Jennifer Foster

USW, Local 1-1937

Western Forest Products Inc.

## APPENDIX 1

### APPRENTICESHIP SELECTION

### MEMORANDUM OF AGREEMENT

## BETWEEN

WESTERN FOREST PRODUCTS INC. ("COMPANY")

#### AND

#### UNITED STEELWORKERS, LOCAL 1-1937 AND THE COUNCIL OF USW LOCALS CERTIFIED FOR SOME DIVISIONS OF WFP ("UNION")

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

Mechanical Trades

•	Bennett Mechanical Con	nprehension (S or T)	48
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- Flanagan Industrial Test (FIT) Arithmetic 29
- Flanagan Industrial Test (FIT) Tables
  28
- Flanagan Industrial Test (FIT) Assembly
  9
- Industrial Reading Test (A or B)
  28

**Electrical Trades** 

- Bennett Mechanical Comprehension (S or T) 46
- Flanagan Industrial Test (FIT) Arithmetic 35

•	Flanagan Industrial Test (FIT) Tables	30
•	Flanagan Industrial Test (FIT) Patterns	8
•	Industrial Reading Test (A or B)	34
•	Flanagan Aptitude Classification (FACT)	
	Reasoning	10

#### Interview

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

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

## **APPENDIX 2**

### MEMORANDUM OF AGREEMENT

## BETWEEN

### WESTERN FOREST PRODUCTS INC. ("COMPANY")

#### AND

UNITED STEELWORKERS, LOCAL 1-1937 AND THE COUNCIL OF USW LOCALS CERTIFIED FOR SOME DIVISIONS OF WFP ("UNION")

## SELECTION OF APPRENTICES

## **Description of Aptitude Tests**

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

#### Mechanical Trades

Bennett Mechanical Comprehension (S or T)

This test asses an applicant's mechanical aptitude.

Flanagan Industrial Test (FIT) – Arithmetic

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

Flanagan Industrial Test (FIT) – Tables

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

Flanagan Industrial Test (FIT) – Assembly

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

Industrial Reading Test (A or B)

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

### Electrical Trades

Bennett Mechanical Comprehension (S or T)

This test asses an applicant's mechanical aptitude.

Flanagan Industrial Test (FIT) – Arithmetic

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

Flanagan Industrial Test (FIT) - Tables

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

Flanagan Industrial Test (FIT) - Patterns

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

Industrial Reading Test (A or B)

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

Flanagan Aptitude Classification (FACT) – Reasoning

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

## APPENDIX 3

#### MEMORANDUM OF AGREEMENT

### BETWEEN

#### WESTERN FOREST PRODUCTS INC. ("COMPANY")

AND

#### UNITED STEELWORKERS, LOCAL 1-1937 AND THE COUNCIL OF USW LOCALS CERTIFIED FOR SOME DIVISIONS OF WFP ("UNION")

### DESCRIPTION OF MEDICAL EVALUATION

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

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

The medical evaluation process should contain the following:

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

The apprenticeship candidate must satisfy the jobspecific vision and functional requirements.

A general description of the vision, colour discrimination, hearing, body position, limb coordination and strength requirements for the various trades can be found in the Human Resources and Social Development Canada Career Handbook.

## SCHEDULE "A"

# To The

#### 2024 - 2030 Western Forest Products Collective Agreement

Western Forest Products Inc. company operations covered by the 2024 – 2030 Collective Agreement are listed below.

Nootka Forest Operation	Local 1-1937
Nootka Sound Central Sort	Local 1-1937
Burleith Log Sort	Local 1-1937
Cowichan Bay Sawmill Division	Local 1-1937
Duke Point Sawmill Division	Local 1-1937
Englewood Forest Operation	Local 1-1937
Holberg Forest Operation	Local 1-1937
Jeune Landing Forest Operation	Local 1-1937
Port McNeill Forest Operation	Local 1-1937
Quatsino Dryland Sort	Local 1-1937
Saltair Sawmill Division	Local 1-1937
Alberni Pacific Sawmill Division	USW Council
Chemainus Sawmill Division	USW Council

Read, Agreed and Accepted this 17<sup>th</sup> day of January 2025.

FOR THE UNION:

FOR THE COMPANY:

Brian Butler USW, Local 1-1937 Jennifer Foster Western Forest Products Inc.

Back cover photo by Kristal Lukas

