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AGREEMENT

BETWEEN: CANADIAN FOREST PRODUCT LTD.

CHETWYND SAWMILL DIVISION
CHETWYND LOGGING DIVISION
FORT ST. JOHN SAWMILL DIVISION
HOUSTON SAWMILL DIVISION
ISLE PIERRE SAWMILL DIVISION
JD LITTLE FOREST CENTRE
POLAR SAWMILL DIVISION
PRINCE GEORGE SAWMILL DIVISION
RUSTAD SAWMILL DIVISION
PRINCE GEORGE CHIP PLANT
QUESNEL SAWMILL DIVISION
PLATEAU SAWMILL DIVISION
TACKAMA DIVISION

**(herein known as the “Company”)
OF THE FIRST PART**

**AND: UNITED STEELWORKERS (USW)
C.L.C., LOCAL 1-424 (herein known as the “Union”)
OF THE SECOND PART**

1. **WHEREAS** it is the intent and purpose of the parties hereto that this Agreement will promote and improve industrial and economic relationships between the employees and the Company, and to set forth herein the basic Agreement between the Parties hereto, AND

2. **WHEREAS** the Company accepts responsibility to observe each and all provisions and conditions of this Agreement and to promote orderly and peaceful relations with the Employees, AND
3. **WHEREAS** the Union accepts responsibility to observe each and all provisions and conditions of this Agreement and to promote orderly and peaceful relations with the Company.

NOW, THEREFORE, the Parties hereto mutually agree as follows:

ARTICLE I – BARGAINING AGENCY

Section 1: Recognition

The Company agrees to recognize and bargain with the duly elected bargaining representative on behalf of its employees properly and duly certified under the appropriate regulations in effect from time to time.

Section 2: Bargaining Authority

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

ARTICLE II – DEFINITION

Section I – Employee

The term “Employee” as used and for the purpose of this Agreement shall include all persons employed by the Company on whose behalf the USW, Local 1-424 has been certified as bargaining agents, except and excluding foremen and others having authority to hire and fire, office workers, supervisory officials, and salesmen.

Section 2: Gender

It is understood that reference to masculine gender shall be interchangeable with feminine gender throughout this agreement.

ARTICLE III – MANAGEMENT

Section 1: Direction of Work

The management of the operation and the direction and promotion of the Employees are vested exclusively in the management, provided however, that this will not be used for the purpose of discrimination against employees.

Section 2: Employee Selection

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

For discipline that could produce an immediate suspension or termination, the Employee shall have the

option of requesting Union representation in the disciplinary meeting. Under no circumstances shall the non-attendance of the Union official negate the discipline.

ARTICLE IV – UNION SECURITY

Section 1: Cooperation

The Company will cooperate with the Union in obtaining and retaining as members, the employees as defined in this Agreement, and to this end will present to new employees and to all Supervisors and Foremen, the Policy herein expressed.

Section 2: Union Shop

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

Section 3: Membership Maintenance

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

Section 4: Discharge of Non-Members

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

the said Employee's refusal to maintain his membership.

- b) It is agreed that the application of this Section means that when the employee fails to maintain his membership in good standing by refusing to pay dues and assessments, provided proper notice has been given in accordance with the Agreement, the employee will be discharged for such refusal.

Section 5: Application for Membership

- a) No employee shall be subject to any penalties against his application for membership or reinstatement, except as may be provided for in the USW Constitution, and in accordance with the By-Laws of Local 1-424, which the Local Union certifies as being correct.
- b) Any employee who applies to join the Union pursuant to the provisions herein and whose application is rejected by the Union shall not be subject to discharge from employment.

Section 6: Check - Off

The Company shall require all new Employees, at the time of hiring to execute the following assignment of wages in duplicate, the forms to be supplied by the Union. All check - off forms to be forwarded to the Local Union within fifteen (15) days of hiring.



UNITED STEELWORKERS CHECK-OFF



DATE _____

YEAR _____

NAME OF
EMPLOYER _____

PLEASE PRINT

OPERATION _____

NAME OF
EMPLOYEE _____

PHONE _____

MAILING ADDRESS _____

POSTAL CODE _____

SOCIAL

INSURANCE NO. _____

Are you a member of the United Steelworkers? _____

In what operation were you last employed? _____

Local Union _____

I hereby authorize and instruct you to deduct from my wages and remit to Local 1-424 the following in payment of the amounts setout below:

1. Union Initiation Fees in the amount of \$ _____
2. Union Back Dues in the amount of \$ _____
3. Union Dues \$ _____ per month
commencing _____ Year _____
4. Union Assessments in the amount and at the time stated in notice received by you from the Local Union designated above.

I hereby request and accept membership in the United Steelworkers, Local No. 1-424, and agree to abide by the constitution and by-laws of the organization. In case of misstatement of qualification for membership I agree to forfeit all rights, privileges and moneys paid. This information is held in the strictest confidence in accordance with the confidentiality policies of the Local Union.

SIGNATURE OF APPLICANT _____

EMPLOYEE NO. _____

Section 7: Dues Payment

This assignment, in the case of employees already members of the Union shall be effective immediately and for those employees not previously members of the Union, it shall become effective thirty (30) calendar days from the date of execution.

The Company shall remit the dues deducted pursuant to such assignment (until and unless said assignment is revoked by the employee) to the Local Union, no later than the 15th day of the month following the month in which the deduction was made from the employee, with a written statement of names of employees for whom the deductions were made and the amount of each deduction.

Section 8: Social Insurance Number

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

Section 9: Employer Deductions from Wages - Employee Benefit Plan

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.

Section 10: Working Supervisors

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 supervisors from doing work for purposes of instruction, provided in so doing a lay-off of bargaining unit employees does not result, or in the case of an emergency when regular employees are not available, provided that every reasonable effort is made to find a replacement.

ARTICLE V - WAGES

Section 1: General Wage Increase

- a) i) Effective July 1, 2011, the wages of all hourly rated employees will be increased by two percent (2%) per hour.
- ii) Effective July 1, 2012, the wages of all hourly rated employees will be increased a further two percent (2%) per hour.
- b) The basic rate for common labour shall be:
 - i) Effective July 1, 2009, \$ 24.46 per hour.
 - ii) Effective July 1, 2011, \$ 24.95 per hour.
 - iii) Effective July 1, 2012, \$ 25.45 per hour.

- c) The wage scale attached hereto, as Supplement No. 1, is approved by both Parties and may, subject to the mutual consent of both Parties, be revised once annually.

Section 2: Entry Level Starting Rate

The starting rate for new hires in entry level positions, including casuals, will be 75% of the established job rate for a period of six (6) months for each new hire. This provision will terminate effective May 1, 2013 and the applicable job rate will be restored for those still working at the reduced rate.

Variable Compensation – Profit Pay

Upon completion of the repayment of the employee investment, a variable pay component of compensation will be implemented for the duration of the agreement. Payment will be provided in a quarterly lump sum basis, based on the following table:

ROCE As reported quarterly by Canfor Corporation
(excluding CPLP)

	Quarterly Profit Pay
3%	140.00
4%	191.00
5%	241.00
6%	292.00
7%	342.00
8%	393.00
9%	444.00
10%	494.00
11%	545.00
12%	595.00
13%	646.00
14%	696.00
15%	747.00
16%	798.00
17%	848.00
18%	899.00
19%	949.00
20%	1000.00

Section 3: Grading Tickets

a) Lumber Graders

All certified Lumber Graders shall receive the premiums set out below, in addition to the Job Evaluated Rate.

Class "A" Grading Certificates 25¢ per hour

Class "B" Grading Certificates 20¢ per hour

Provided that these premiums shall be paid only when actually engaged as lumber graders.

b) Lumber Grading Certificates

Any employee holding a Class A or B Lumber Grading Certificate shall receive a premium of fifteen cents (15¢) per hour for all hours worked. There shall be no stacking or pyramiding of premiums.

- c) Grading Certificates shall be permanent and valid certificates, but graders shall remain subject to the regulations of I.L.M.A., C.L.M.A., C.O.F.I., N.I.L.A., P.L.I.B., and other regulatory bodies.
- d) All lumber graders holding certificates shall attend all upgrading classes as required.
- e) Lumber graders who are required to attend upgrading classes (grade rule changes) shall receive their regular straight time rate for time spent in attending such classes.
- f) Where the Company is paying a bonus or premium(s) greater than set out above, it shall keep such policy in effect. There shall be no stacking or pyramiding of premiums.

- g) Excluding Quesnel, Plateau and Tackama Divisions:, “Employees holding permanent grading certificates who bid into Trade Apprenticeship and are confirmed as such, shall relinquish their permanent status as a Grader. In the event they should fail their apprenticeship or return to Production, they will be required to attend upgrading classes to renew their permanent Grading Certificate.”

Section 4: First Aid Attendants

- a) Designated Level 3 First Aid Attendants shall receive their job rate of pay plus the Ticket premium of eighty -five cents (85¢) per hour. All other employees holding valid First Aid tickets shall receive a premium of five cents (5¢) per hour over and above their job rate. There shall be no stacking or pyramiding of premiums.
- b) Where the Company is paying a bonus or premium(s) greater than set out above, it shall keep such policy in effect.
- c) Employees of the Company who, by mutual agreement, train or retrain for Occupational First Aid Certificates, will be compensated in the following manner:
 - i) The Company will pay the cost of the course tuition and materials required to those employees who pass the course.

- ii) The Company will pay lost time wages to designated First Aid Attendants to attend training.

Section 5: Welders

- a) Effective July 1, 1981 the following shall be the classification of welders in manufacturing conditional on the Welders being qualified as required under the Standard Forest Industry Welding Specifications and either having completed the three (3) year apprenticeship program or having worked in the trade for six thousand (6000) hours as a welder.

Group 1 - Welder (A & B)

Group 2 - Welder (C)

Group 3 - Welder (UNCERTIFIED)

- b) Employees employed as welders and who are required by the employer to renew their welding qualifications shall be granted up to five (5) days paid leave of absence to attend school for instruction. The Company shall pay the cost of instruction and examination.

Section 6: Piece-Work

It is agreed that employees engaged on contractor piece-work shall not receive less money than the equivalent of the hourly rate specified in the wage schedule for the number of hours worked in each pay period.

Section 7: Shift Differential

The first (1st) shift, which may vary in individual operations, is the recognized day shift. Hours worked outside the recognized day shift shall be regarded as the second (2nd) and third (3rd) shifts.

Premium rate for second (2nd) and third (3rd) shifts will be thirty-one cents (31¢) per hour. A day shift employee working in excess of this regular shift will be paid rate and one-half without differential.

Any employee on the second (2nd) or third (3rd) shift working in excess of his regular shift shall receive rate and one-half. For the purpose of the last sentence, rates shall be rates plus thirty-one cents (31¢).

Persons employed on shifts other than regular shifts, shall be paid the thirty-one (31¢) premium rate for all hours worked outside the recognized day shift.

Section 8: New or Changed Jobs

- a) In the event that job conditions change, or new machinery is installed, or a new category is established, the Union and the Company agree to meet to discuss designation and wage rates to be paid to the employees concerned in accordance with Article XXVIII.

- b) Canadian Forest Products Ltd. Chetwynd Logging Division

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

In the event job conditions change or new machinery is installed, the Company and the Union representatives agree to meet and finalize category rates and/or establish new categories by matching job categories on a job ranking basis by using the system of job analysis.

Section 9: Continuous Operation – Houston Only

Where an area of the mill adopts a continuous operation, all employees in that area shall be granted fifteen cents (15¢) per hour increase and shall continue to receive this additional rate so long as the continuous operations' shift remains in that area.

ARTICLE VI - PAY DAYS

- a) The Company shall provide for pay - days every second week.
- b) Each employee shall be furnished with an itemized statement of earnings and monthly deductions.

ARTICLE VII - HOURS OF WORK AND OVERTIME

Section 1: Hours and Overtime

- a) The regular hours of work shall be eight (8) hours per day and forty (40) hours per week, Monday to Friday inclusive.
- b) Overtime will be paid at rate and one-half for all hours worked in excess of eight (8) in a day, and

for Saturday and/or Sunday, with the following exceptions:

Double straight-time shall be paid for the following:

- i) Hours worked in excess of eleven (11) hours per day.
 - ii) Hours worked on Sunday by employees who have worked five (5) shifts during the preceding six (6) days.
 - iii) Item ii) above shall not apply to employees who work on Sundays as a regular scheduled day.
 - iv) For the purpose of this provision, a Statutory Holiday shall be considered as a shift worked.
- c) If a Statutory Holiday occurs during the week, the employees 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.

Section 2: Engineers, Fireman, Millwrights, Maintenance, Repair, Construction Employees, Watchmen, Sawfitters, Circular Saw Filers, and Bench men

- a) The regular hours of work shall be five (5) eight-hour days, with two (2) days of rest each week, Monday through Sunday. Such days of rest will

be consecutive days unless mutually agreed to be otherwise between the Employee and the Company.

- b) Overtime shall be paid at rate and one-half for all hours worked in excess of eight (8) hours per day, on Sundays and upon the Employee's two (2) designated rest days, if worked with the following exceptions:

Double straight-time rates shall be paid for the following:

- i) Hours worked in excess of eleven (11) hours per day.
- ii) Hours worked on Sunday by employees who have worked five (5) shifts during the preceding six (6) days.
- iii) Item ii) above shall not apply to employees who work on Sunday as a regular scheduled day.
- iv) For purposes of this provision, a Statutory Holiday shall be considered as a shift worked.

Section 3: Three-Shift Operations

- a) The Company shall have the right to operate their plant or any part thereof on a three (3) 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 (3) shift basis.
- c) The Company shall have the right to determine the number of shifts operated in any unit or department of the operation.

Section 4: Completion of Afternoon Shift

It is agreed between the Parties that if three (3) hours or less are necessary after midnight Friday, or on a Statutory Holiday, to complete the shift which commenced on Friday afternoon, or the afternoon preceding the Statutory Holiday, time worked after midnight to complete this shift will be paid at straight-time.

Section 5: No Work Guarantee

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

Section 6: Notice of Cancellation of Work

- a) Any employee called for work and finding no work available due to reasons beyond his or her control shall be entitled to two (2) hours pay at the usual rate. This shall apply unless the Company gives notice canceling the said call.
- b) Such notice shall be considered to be given by an announcement over the local radio stations prior to commencement of the shift in accordance with Section 1 of Supplement No. 2.

Section 7: Minimum Pay

When an employee is called for work and starts work he shall receive four (4) hours pay at his regular rate unless his work is suspended because of inclement weather, or other reasons completely beyond the control of the Company.

Section 8: Call-Back Time

Employees called back to work after completion of their regular scheduled shift shall be paid a minimum of three (3) hours at rate and one-half.

Section 9: Rest Periods

Employees employed in manufacturing plants will be provided two (2) ten-minute breaks, one (1) within each half of a shift, at a time designated by the Company, which shall not be later than one (1) hour before the end of each half shift.

It is agreed that the two (2) breaks in the above paragraph will be applicable to shifts of seven and one-half (7 1/2) hours or more. When a shift is less than seven and one-half (7 1/2) hours (i.e. six and one-half (6 1/2) hour graveyard shift) only one break will be given.

Section 10: Casual Work

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

- b) Casual employees on maintenance, repair or preparatory work shall be paid straight-time rates, and those on production shall be paid rate and one-half for all work performed on Saturday and Sunday.
- c) Casual work on maintenance, repair or preparatory work will be paid at straight-time job rate.
- 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 Company 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 (d). The Company further agrees to recall Casual Employees in accordance with their seniority as set forth in this list.

Section 11: Advance Notice of Absence

When an employee is unavoidably prevented from reporting for his scheduled shift, if reasonably possible, he must give notice to his foreman, or at the Company office, at least two (2) hours before the shift commences.

Section 12: Advance Notification of Return to Work

Polar Division

Where an employee has been off work due to illness or injury for more than five (5) days, he must advise the

Company at least twenty-four (24) hours in advance regarding his ability to return to work. In the case of shorter absences reasonable notice must be given so that crew scheduling may be accomplished.

Section 13: Hot Meals

- a) Chetwynd, Fort St. John, Polar and Isle Pierre Divisions

Where 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.

- b) Houston, PG Sawmill, Rustad, Tackama, Quesnel, Plateau Chip Plant, Forest Centre Divisions

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 14: Swing Shift

The work force on the day shift in manufacturing plants shall alternate with work force on the afternoon shift on a regular basis.

Section 15: Alternate Shift Scheduling

a) Management shall have the right to implement the following shift schedules

- 4-10s Monday-Thursday
- 4-10s Tuesday-Friday
- 3-12s Friday-Sunday
- 3-12s Saturday-Monday

When alternate shift schedules have been implemented in accordance with the above, the following overtime provisions shall apply:

A. Rate and one-half shall be paid for the following:

- i) After the completion of the regularly scheduled shift.
- 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.
- iv) All hours worked on Sunday except those excluded in the casual section.

B. Double straight-time rates shall be paid for the following:

- i) All hours worked in excess of eleven (11) in any day of the week except for twelve (12) hour shifts. For twelve (12) hour shifts, all hours in excess of the regular shift.

- ii) All hours worked on a 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 rest day has been agreed to between the employee and the Company.
 - iii) For those employees that work the alternate weekend shift, the second overtime shift worked in a given week outside the shift schedule will be paid double-time for hours worked.
- C. The parties must mutually agree on resolution of issues such as:
- i) Details of shift, i.e. start and stop times. This is not intended to restrict the Company's ability to modify the details of shifts for legitimate operational reasons
 - ii) Maximum length of shifts for physically demanding work. Accident prevention is a factor to be taken into account in determining shift lengths.

General Principles

When these alternate shift schedules are in effect other provisions of the Collective Agreement will be administered on the principle that an employee will not lose or gain any benefits over his normal five-day schedule.

1. 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.

2. Different parts of an operation may be scheduled on different shifts.
3. This Article shall not change existing alternate shift agreements, unless mutually agreed to by both parties. The Employer will not introduce any alternate shift that has the result of replacing an existing/shelved alternate shift.
4. Earned vacations will be scheduled on the same basis as days and hours worked under the alternate shift schedule.
5. 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.
6. An employee whose rest days are changed by the Company under an established alternate shift schedule shall receive rate and one-half for work performed on his rest days unless a change in rest days results from the application of seniority or has been agreed to between the employee and the Company.
7. There shall be no premium pay paid to any employee whose rest days are changed because of the implementation of an alternate shift schedule.
8. When an alternate shift schedule is in effect, hourly-based benefits (LTD, Pension, Education Trust Fund, SHARP), under the Collective Agreement will be administered on the basis of hours paid.

9. The Company will not change an employee's work schedule to avoid a statutory holiday.
10. For ten (10) hour shifts, rest periods will be one (1) ten (10) minute break and one (15) minute break plus a one-half (1/2) hour unpaid meal break.
11. For twelve (12) hour shifts, rest periods will be three (3) ten (10) minute breaks plus a one-half (1/2) hour paid meal break.
12. Remembrance Day, Christmas Day, Boxing Day and New Year's Day are operational down-days.
13. Statutory and Floating Holidays will be paid as per the employee's regular schedule.
14. Bereavement Leave and Jury Duty shall be paid consistent with Article IX. These days will be paid at the regular daily wage consistent with the work schedule.
15. 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.
16. The Company will provide notice of two weeks prior to the introduction of and/or the discontinuance of any alternate shift, except where a change in shift schedule is due to other circumstances not in the control of the Company.

17. For those employees working an alternate shift, the thirty (30) working days referenced in Article IIX – Seniority, Section 1: Probationary Period will be changed to two hundred and forty (240) working hours.
18. All other provisions of the collective agreement will apply except for those that are modified by this section.
 - a) Management, Plant Committees and the Local Union shall have the right under the terms of the Collective Agreement to agree upon and implement other schedules which, except for production shifts in manufacturing operations, may include Sundays, without overtime penalty, provided the principle of the forty (40) hour week is maintained over an averaging period. Rate and one-half shall be paid for hours worked on Sunday unless otherwise agreed by the parties.
 - b) Any variation(s) to the preceding normal hours of work shall be implemented only upon completion of the following steps:
 - i) Negotiated agreement between the Local Union and Local Management.
 - ii) At any point in the negotiation of an Alternate Shift Agreement either Party may request the assistance of Canadian Forest Products Ltd. and/or the USW District 3 Office in the negotiation of an Alternate Shift Agreement.

- iii) At any point in the negotiation of an Alternate Shift Agreement either Party may request the assistance of a mediator in the negotiation of an Alternate Shift Agreement. The individual selected to act as mediator will be by agreement.
- iv) Majority approval by the employees involved in the proposed variations.
- c) When alternative shift schedules have been implemented in accordance with a) and b) above, the following overtime provisions will apply:
 - A. Rate and one-half shall be paid for the following:
 - i) After the completion of the regularly scheduled shift.
 - 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.
 - iv) All hours worked on Sunday except those excluded in the casual section.

- B. Double straight-time rates shall be paid for the following:
- i) All hours worked in excess of eleven (11) in any day of the week except for twelve (12) hour shifts. For twelve (12) hour shifts, all hours in excess of the regular shift.
 - ii) All hours worked on a 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 rest day has been agreed to between the employee and the Company.
- C. Supplement No. 7 - Alternate Shift Scheduling, contains the agreed upon general principles and parameters for the establishment, implementation or discontinuance of other alternate shift schedules.

Section 16: Continuous Operation

- a) Houston Sawmill Division
 - A. The regular hours of work shall be eight (8) hours per day and forty (40) hours per week.
 - B. The Union agrees that the Company shall have the right at any time to operate its plant or plants, or any part thereof, on a seven (7) day basis.
 - C. Overtime shall be paid at rate and one-half for all hours worked in excess of eight (8) hours per day, on Sundays, and upon the employee's two designated rest days, if worked.

- D. Double straight-time rates shall be paid for the following:
 - i) Hours worked in excess of eleven (11) hours per day.
 - ii) Hours worked on Sunday by employees who have worked five (5) shifts during the proceeding six (6) days.
 - iii) Item (ii) above shall not apply to employees who work on Sunday as a regular scheduled day.
- E. The work week shall commence at 8:00 a.m. Saturday, and shall end at the completion of the shift which commences at midnight the following Friday.
- F. Where a department adopts a continuous shift operation Article VII, Section 1, shall not apply.
- G. In the even that Engineers, Firemen, Millwrights, Maintenance, Saw Fitters, Circular Saw Filers, Benchmen, Repair and Construction employees are involved in continuous operation, Section 2 of this Article will apply.

ARTICLE VIII - SENIORITY

Section 1: Probationary Period

- a) Notwithstanding anything to the contrary contained in this Agreement, it shall be mutually

agreed that all employees are hired on probation, the probationary period to continue until thirty (30) days have been worked, during which time they are to be considered temporary workers only, and during this same period no seniority rights shall be recognized.

- b) Upon completion of thirty (30) days worked 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 thirty (30) days worked shall only be cumulative within the three (3) calendar months following the date of entering employment.
- c) It is agreed that probationary employees will have preference over Casual employees for any work performed during the normal work week, subject to competency.
- d) It is further agreed that in the application of (c) above, probationary employees will be called in for work in accordance with the hiring date, unless such call-ins 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 2: Principle of Seniority

- a) The Company recognizes the principle of seniority, competency considered.

- b) The Company and the Union will meet to discuss a procedure for posting of vacancies of jobs above base rate.
- c) Where the Company operates more than one plant, each plant will be considered separately for seniority purposes, except where the Union and the Company agree upon some different arrangement.
- d) When making promotions, the Company agrees to give due consideration to length of service.

Section 3: Reduction of Forces

- a) In the event of a reduction of forces the last person hired shall be the first released, subject to the provisions of Section (2) of this Article.
- b) During a reduction of forces where an employee's seniority is such that he will not be able to keep his regular job he may elect whether or not to apply his seniority to obtain another job or accept a lay-off until his regular job becomes available, provided however:
 - i) If during the lay-off period the employee wishes to return to work and notifies the Company, he shall be called back to work as soon as his seniority entitles him to a job.
 - ii) The application of this provision shall not result in an employee, in the exercise of his rights, bumping an employee with less seniority.

- c) Where a reduction of forces is caused by emergency conditions, the application of 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 rights under this provision it shall notify the Shop Committee as soon as possible.

Section 4: Recall of Employees

It is agreed that when employees are to be re-hired after a lay-off, it shall be done on the basis of the last person released shall be the first person re-employed, subject to provisions of Section 2 (a). It is agreed that in cases of emergency the application of plant seniority may be postponed for such period as may be necessary, but not exceeding three (3) days. If the Company decides to exercise its rights under this provision it shall notify the Committee or the Local Union immediately.

Section 5: Notice of Recall

- a) When re-employing, in accordance with Section 4, after seasonal shut-down, all employees shall be notified by registered letter at least seven (7) days before re-starting of operation. The employees must reply by registered letter in the affirmative within ninety-six (96) hours of the registered letter being sent out by the Company, and appear for work not later than the above stated seven (7) day period.
- b) Employees resident in the Province of Alberta or the Yukon Territories shall be entitled to one (1) additional day to report and employees resident

in any other Canadian Province or the United States shall be entitled to two (2) additional days to report.

- c) It shall be the employee's responsibility to keep the Company informed of his address during the period of shut-down.
- d) It is agreed that all employees shall, upon returning to employment, in accordance with this Section retain all Seniority rights.

Section 6: Seniority List

It is agreed that upon the request of the Union a list will be supplied by the Company setting out the name and the starting date with the Company of each regular employee; however, such request shall not be granted more than twice during each year of the term of this Agreement. The Company will advise the Union once each month of changes to the said list.

Section 7: Hiring Preference

It is agreed that the Company shall give preference in hiring, competency considered, on the following basis, in the following order:

1. Previous employees of a Division who have both previous seniority and an application on file;
2. Previous employees of the Company who have previous Company seniority and are seeking employment as a result of operational closures or crew reductions in other divisions of the Company;

3. Laid off employees of other Forest Industry companies in the communities, who are seeking employment as a result of operational closures or crew reduction in excess of ninety (90) days;
4. USW members of Local 1-424 and Local 1-425 laid off from other Forest Industry companies who are seeking employment as a result of operational closures or crew reduction in excess of ninety (90) days;
5. Persons who qualify for preference, and wish to exercise their rights to preference, must make application within six (6) months of the operational closure or the ninety (90) day lay-off period.

Applications will be kept on file as active for sixty (60) days. After which time, applications must be renewed by the person seeking employment, or no preference shall be considered.

Section 8: Seniority Retention

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

- a) Employees with less than one (1) year of service will retain their seniority for a period of eight (8) months.
- b) Employees with one (1) or more years of service shall retain their seniority for one (1) year, plus one (1) additional month for each year of service, up to an additional twelve (12) months.

- c) A laid-off employee's seniority retention is reinstated on the completion of one day's work.
- d) Seniority Retention Maximum is twenty-four (24) months, for those employees laid off after June 30, 2003. This section is subject to the provisions in the Letter of Understanding "Seniority Retention" dated February 10, 2010 is in effect for the term of this agreement.

Section 9: Transfers to Staff

It is agreed that when the Company has transferred an employee to a supervisory or staff position, he/she will continue to accumulate seniority for a period of ninety (90) days. At any time during this ninety (90) day period, the individual shall have the right to return to the bargaining unit job, which he/she would have held if he/she had not left the bargaining unit. (In special cases this ninety (90) day period may be extended for up to a further ninety (90) days by mutual agreement between the Company and the Shop Committee.) At the expiration of the period mentioned above, his/her seniority will be frozen. Thus, if at a later date, he/she ceases to be a supervisor or staff worker and the Company desires to retain his/her services, it is hereby agreed that reinstatement can be made within the bargaining unit provided, however, that any employee so reinstated must return to the job held at the time of his/her promotion to the supervisory or staff position.

ARTICLE IX - LEAVE OF ABSENCE

Section 1: Written Consent

- a) Any employee desiring leave of absence for any reason other than those set out in Section 2 and 3 of this Article must obtain same in writing from the Company, a copy of such leave to be forwarded to the Local Union.
- b) Where any employee is granted a leave of absence under this Section for a period of longer than thirty (30) calendar days, the Company agrees to notify the Job Steward and the Union as to the circumstances for the granting of such period of leave.

Section 2: Illness or Injury

The Company will grant leave of absence to employees suffering illness or injury, subject to a medical certificate if requested by the employer. The Employee shall report, or cause to have reported, to the Company the injury or illness that requires his absence from the operation. The employee shall have a reasonable period of time to present a medical certificate if requested by the Company.

Section 3: Union Business

- a) The Company will grant leave of absence to employees who are appointed or elected to Union office. The employee who obtains such leave of absence shall return to the Company within thirty (30) calendar days after completion of his term of employment within the Union.

- b) The Company will grant leave of absence to employees for any Union Business applied for by the Union in order that they may carry out their duties on behalf of the Union. The payment of overtime shall not be a deterrent from granting Union Leave.
- c) 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 notice in writing (in the case of (a) - fifteen (15) calendar day, in the case of (b) - five (5) calendar days) by the Union in order to replace the employee with a competent substitute.
- d) The Union will make every effort in requesting such leave of absence to avoid requests that will unduly deplete the crew in any one department which will impair production or inhibit the normal functioning to the operation. In such cases, the Union will cooperate with the Company in making substitute employees available or select alternate delegates to attend Union functions.

Section 4: Compassionate Leave

By mutual agreement, leave of absence will be granted to a maximum of six (6) months without pay to the employees for compassionate reasons or for educational or training or extended vacation purposes, conditional on the following terms:

- a) That the employee applies at least one (1) month in advance, unless the grounds for such application could not reasonably be foreseen.

- b) The employee shall disclose the grounds for application.
- c) The Company shall grant such leave where a bona fide reason is advanced by the applicant or may postpone leave where a suitable replacement is not available.
- d) The Company will consult with the Shop Committee in respect of any application for leave under this section.
- e) The Company will only be obliged to grant leave of absence for educational and training purposes to employees who intend to take training that will assist the individual in obtaining skills related to the industry.
- f) Employees granted leave of absence pursuant to this section shall be required to pay the appropriate premiums for health and welfare, dental, and medical coverage.

Section 5: Maternity Leave

To provide for a reasonable period of time for extended maternity leave without pay to female employees where there is a valid medical reason.

Section 6: Family Responsibility and Compassionate Care Leave

Family Leave

An employee is entitled to up to 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 employees as a member of the employee's family. It includes common-law spouses, step-parents and step-children and same-sex partners and their children as long as they live with the employee as a member of the employee's family.
- (b) An employee who requests Compassionate Care Leave under this section is entitled to up to eight (8) weeks of unpaid leave to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks, or such other period as may be prescribed after:

- (i) the date the certificate is issued, or
 - (ii) if the leave began before the date the certificate is issued, the date the leave began
- (c) The employee must give the employer a copy of the certificate as soon as practicable.
- (d) An employee may begin a leave under this section no earlier than the first day of the week in which the period under subsection (b) begins.
- (e) A leave under this subsection ends on the last day of the week in which the earlier of the following occurs:
- (i) the family member dies;
 - (ii) the expiration of 26 weeks or other prescribed period from the date the leave began.
- (f) A leave taken under this subsection must be taken in units of one or more weeks.
- (g) If an employee takes a leave under this section and the family member to whom the subsection applies does not die within the period referred to in that subsection, the employee may take a further leave after obtaining a new certificate in accordance with this subsection.

Section 7: Pregnancy and Parental Leave

- (a) Female employees shall be entitled to unpaid pregnancy leave of up to seventeen (17) weeks.

- (b) A female employee is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under section 2(a).
- (c) On the advice of her doctor, if a pregnant employee requests a transfer due to workplace conditions, she will be provided alternate work, if available.
- (d) Employees shall be entitled to unpaid parental leave 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 5 consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under section 7(d).
- (f) An employee's combined entitlement to leave under section 7(a) and section 7(d) is limited to 52 weeks, plus any additional leave the employee is entitled to under section 7(b) or section 7(e).

Section 8: Bereavement Leave

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

- b) Piece workers are entitled to bereavement leave shall be compensated on the basis of the average daily earnings during the previous thirty (30) days.
- c) Members of the employee's immediate family are defined as the employee's spouse, mother, father, brothers, sisters, sons, daughters, mother-in-law, father-in-law, sons-in-law, daughters-in-law, step-parents, grandparents, grandparents-in-law, grandchildren, and step-children.
- d) 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 9: Jury Duty

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

- b) Any piece-worker who is required to perform Jury Duty shall be compensated for the difference between the statutory pay received for Jury Duty and his job rate based on the average daily earnings during the previous thirty (30) days.
- c) Hours paid for Jury Duty will be counted as hours worked for the purposes of qualifying for vacation and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.

Section 10: Public Office

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

ARTICLE X - VACATIONS WITH PAY

Section 1: One to Two Years Service

The employment Standards Act, Chapter 10, 1980 and amendments thereto, except where varied or modified by the provisions herein, shall become part of this Agreement.

- a) Employees with one (1) to two (2) years continuous service shall receive two (2) weeks vacation with pay based on the greater of five percent (5%) or eighty (80) hours at the hourly rate of the employees regular job.

Section 2: Two Years Service

- a) Employees with two (2) or more years of continuous service with the Company shall receive three (3) weeks vacation with vacation pay based on seven (7%) percent of the total wages or salary earned by the employee during the working year or one hundred and twenty (120) hours at the hourly rate of the employee's regular job.
- b) The third week of vacation as in (a) above will be taken but does not have to be consecutive with the vacation period provided for in the above section, but a time convenient to the Company.

Section 3: Seven Years Service

- a) Employees with seven (7) or more years continuous service, shall receive four (4) weeks

vacation with vacation pay based on the greater of nine percent (9%) of the wages or salary earned during the year of entitlement, or one hundred and sixty (160) hours at the hourly rate of the employee's regular job.

- b) The additional one (1) week will be taken when convenient for the Company but does not have to be consecutive with the vacation period provided for in Sections 1 and 2 herein.

Section 4: Fifteen Years Service

- a) Employees with fifteen (15) or more years continuous service shall receive five (5) weeks vacation with vacation pay based on the greater of eleven percent (11%) of the wages or salary earned during the period of entitlement, or two hundred (200) hours at the hourly rate of the employees regular job.
- b) The additional two (2) weeks will be taken when convenient for the Company but does not have to be consecutive with the vacation period provided for in Sections 1, 2, and 3 herein.

Section 5: Twenty - Four Years Service

- a) Employees with twenty-four (24) or more years continuous service shall receive six (6) weeks vacation with pay based on thirteen percent (13%) of the wages or salary earned during the period of entitlement, or two hundred and forty (240) hours at the hourly rate of the employee's regular job.

- b) The additional three weeks will be taken when convenient for the Company but does not have to be consecutive with the vacation period provided for in Sections 1, 2, 3, and 4 herein.

Section 6: Thirty Years Service

- a) Employees with thirty (30) years or more continuous service shall receive seven (7) weeks vacation with vacation pay based on the greater of fifteen percent (15%) of the wages earned during the period of entitlement, or two hundred and eighty (280) hours at the hourly rate of the employee's regular job.
- b) The additional four (4) weeks will be taken when convenient for the Company but does not have to be consecutive with the vacation period provided for in Sections 1, 2, 3, 4, and 5 herein.

Section 7: Piece Work

Vacations with pay for employees engaged on piece work shall be based on the average daily earnings for the previous twelve (12) months, or such lesser periods of time employed.

Section 8: Vacation Scheduling

Vacations for employees shall be taken at such time as is mutually agreed upon by the Union Committee and the Company when quantity and regularity of production shall not be impaired.

Quesnel only: The company will require employees to take the minimum statutory required vacation leave.

Section 9: 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 the employee returns to his employment.
- b) Absence due to illness up to a period of one (1) year provided the employee returns to his employment. The Company shall have the right to require a certificate from a qualified medical practitioner. The employee shall have a reasonable period of time to present such medical certificate.
- c) Absence due to bereavement leave in accordance with the terms and conditions of the Agreement.
- d) Absence due to time served on Jury Duty in accordance with the terms and conditions of the Agreement.
- e) Any other absence duly approved by the Company in writing shall be credited towards entitlement for annual vacation, but time spent on such leave shall not be counted in computing vacation pay.

Section 10: Qualification 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 one thousand - five 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 the 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 the purposes of calculating minimum hours as in i) above, the calculation period shall be from the employees anniversary date in one year to his anniversary date in the succeeding year.
- b) For the purposes of computing the requisite hours, the following will be included.
 - i) All hours worked;
 - ii) Statutory Holiday hours;
 - iii) Jury and Crown Witness duty;
 - iv) Bereavement Leave;

- v) Vacation hours;
- vi) Time not exceeding one (1) year, lost as the result of an accident recognized as compensable by the Workers' Compensation Board and suffered during the course of employment, shall be considered as time worked for the purpose of qualifying for vacation, provided that the employee returns to his employment.
- vii) Time not exceeding one (1) year, lost as a result of a non-occupational accident or illness, shall be considered as time worked for the purpose of qualifying for vacation, provided that at the time of the accident or illness the employee has been on the payroll for not less than one (1) year and that he returns to his employment. It is understood that the employer may require that the employee provide a certificate from a qualified medical practitioner.
- viii) Time lost as a result of lay-off 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 lay-off.

Section 11: Common Anniversary Date

For the purposes of administration the Company cut-off date shall be deemed to be the employee's anniversary date for the vacation year. It is further agreed that the employee will be entitled to an adjustment of the appropriate percentage of vacation pay when he qualifies for additional vacations for increased service with the Company as provided for under Sections 2 to 6 inclusive.

Section 12: Termination

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

ARTICLE XI - STATUTORY AND PERSONAL FLOATING HOLIDAYS

Section 1: Statutory Holidays

- a) All hourly-rated employees who work on New Year's Day, Good Friday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day shall be paid hourly rate and one-half for all hours worked.
- b) In the event one of the Statutory Holidays falls on a Sunday, the previous Friday or the following

Monday shall be observed as the Holiday. In the event that one of the within named Statutory Holidays falls on a Saturday it shall be observed on the preceding Friday or succeeding Monday as agreed between the Company and the Shop Committee.

- c) 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.
- d) "Notwithstanding (c) 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."
- e) At the option of the Company, but whenever 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.
- f) When a Statutory Holiday falls on a Friday, employees working on a Tuesday through Saturday work week, by mutual agreement between the Company and the Plant Committee may work on the Friday Statutory Holiday at the straight-time job rate and substitute Saturday as the Statutory Holiday.

- g) In the case of a maintenance employee where one of the statutory holidays is observed on his rest day, he shall have a day off without pay in lieu thereof at a mutually agreeable time.
- h) All hourly rated and piece work employees who qualify for the paid holiday under the conditions set out below shall be paid for the holiday at their regular rate of pay for their regular work schedule. The parties hereto agree that the paid Statutory Holidays shall be as follows:

New Year's Day	British Columbia Day
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Canada Day	Remembrance Day
Christmas Day	Boxing Day

- i) Piece-work employees shall receive pay for the statutory holidays for which they qualify, based on the average daily earnings during the previous thirty (30) working days.
- j) All hourly-rated employees working on a paid holiday shall receive rate and one-half for hours worked on such day in addition to the holiday pay to which he may be entitled.
- k) To qualify for statutory holidays, an employee must have been on the Company payroll for the thirty (30) calendar days immediately preceding the statutory holiday and must have worked his last regularly scheduled work day before and first regularly scheduled work day after the holiday, unless his absence is due to a compensable injury or illness, which occurred within six (6)

months of the holiday, or the employee is on authorized leave of absence in accordance with Section 2 or 3 of Article IX.

- l) In the case of illness or injury, the Company shall have the right to request a certificate from a qualified medical practitioner.
- m) Notwithstanding any of the foregoing provisions, 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.

Section 2: Personal Floating Holiday

This section becomes effective September 1, 1978. This 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) Regular full-time employees will be granted one (1) Personal Floating Holiday during each contract year of this Agreement, to be arranged at a time suitable to the Employee and the Company, so that there will be no loss of production.
- b) Qualifying Conditions

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

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

- vi) A Personal Floating Holiday not taken or scheduled by April 30th of each contract year will be scheduled by the management.
- vii) A Personal Floating Holiday shall not be scheduled on an employee's regular rest day.
- viii) Where an employee chooses Saturday or Sunday as a Personal Floating Holiday, straight-time rates will apply.
- ix) Notwithstanding any of the foregoing provisions an employee must have worked his last regularly scheduled workday before and his first regularly scheduled workday after the personal floating holiday unless his absence is due to illness or an occupational injury, or the employee is on authorized leave of absence.

ARTICLE XII - SAFETY AND HEALTH

Section 1: Cooperation

The Company and Employees will cooperate to assure safe working methods and conditions and devise plans for the furtherance of safety measures. Equipment and devices mutually agreed upon to be provided by the Company.

Section 2: Accident Prevention Committee

The management of every operation shall maintain an Accident Prevention Committee of four (4) to six (6)

members according to the size of the operation. Members of the Committee shall be designated to equal number by the Employees and the Employer. Employee representatives shall be regular employees in the operation with at least one (1) year of experience.

Section 3: Safety Meetings

Safety meetings will be held during working hours where possible. Employee's time will not be deducted for attending such meetings or investigations into accidents. It is recognized that in multi-shift and in logging operations, meetings will occur outside of working hours for certain employees. When meetings take place outside of an employee's working hours, he will be compensated at his regular hourly straight time rate of pay for the time spent attending such meetings, investigations and inspections up to a maximum of two (2) hours per week.

Section 4 - 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 he has reasonable cause to believe that to perform the work would create undue hazard to the health and safety of any person.

Appendix No. 2 contains complete Right to Refuse Unsafe Work process.

Appendix No. 2 also contains language for Occupational Health & Safety Programs.

ARTICLE XIII - GRIEVANCE PROCEDURE

Section 1: Grievance Committee

A Grievance Committee shall be elected to consist of two (2) to four (4) employees elected by the Union members employed in the operation covered by this Agreement. Members of this Grievance Committee shall have completed their probationary period with the Company and shall have at least one (1) year of experience in the type of operation. Wherever possible, members shall be selected on a departmental basis.

Meetings of the Grievance Committee shall, except in cases of emergency, and wherever possible, be held outside of working hours. In the event that a grievance should arise it shall be dealt with in the following manner, without stoppage of work.

Step 1 The individual employee involved, with or without the Job Steward, shall first take up the matter with the Foreman directly in charge of the work, within fourteen (14) days from the occurrence of the event or events giving rise to the grievance, or from the time when the employee has knowledge, or may be reasonably presumed to have knowledge, of such event or events

Step 2 If a satisfactory settlement is not then reached, it shall be reduced to writing by both Parties when the same employee and the Committee shall take up the Grievance with the Plant Superintendent. If desired, the Union Business Agent shall accompany the Committee.

Step 3 If the grievance is not then satisfactorily solved, it shall be referred to the Local Union and the Management.

Step 4 If a satisfactory settlement is not then reached, it shall be dealt with by arbitration as herein after provided.

Section 2: Time Limits

- a) If a grievance procedure has not advanced to the next stage under Step 2, 3 or 4 within fourteen (14) days after completion of the preceding stage, then the grievance shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end. The fourteen (14) day limit may be extended by mutual consent of both parties.
- b) The parties agree that the operation of Section 87, Subsection I, of the Labour Relations Code of British Columbia is specifically excluded from this Agreement.

Section 3: Ongoing Problem Resolution

The Parties agree to a process of ongoing timely resolution of matters as they arise in operations during the term of the Agreement. Either party may request the involvement of Canfor and USW for the purpose of assistance in the resolution of such matters.

ARTICLE XIV - RIGHT OF REFERENCE

Section 1: Right to Refer

If the two parties fail to agree upon an interpretation of the Agreement either Party shall have the right to refer the matter to the Joint Company/Union Committee, hereinafter provided, and if either party does make such a reference, the other Party must accept the reference.

Section 2: Joint Committee

The Joint Company/Union Committee shall consist of three (3) representatives selected by USW Negotiating Committee and three (3) representatives selected by the Company represented in the negotiations of this Agreement, and the two (2) committees may be represented by one (1) or more Parties selected by them.

Section 3: Agreement on Interpretation

When an interpretation of the Agreement has been referred to the Joint Committee, this reference shall be for a period of forty-eight (48) hours or longer by mutual consent of the Parties to this Agreement. In case the Joint Committee agrees upon a recommendation or interpretation, this shall be furnished in writing to the Union involved and to the Company.

Section 4: Disagreement on Interpretation

In the event the Joint Committee members disagree, all the facts in the case as found by the Union and the Union members of the Joint Committee shall be placed in writing by the Union representatives and submitted to the

Employer and to the Union members involved. The facts in the case as found by the Employer and the employer members of the Joint Committee shall be placed in writing and given to the Union member employees for their information.

Section 5: Refer to Arbitration

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

ARTICLE XV - INTERPRETATION AND ARBITRATION

Section 1: Interpretation

- a) In the case of any dispute arising regarding the interpretation of this Agreement, which the Parties hereto are unable to settle between themselves, the matter shall be determined by interpretation in the following manner:
- b) Either Party may notify the other Party in writing by Registered Mail on the question or questions to be interpreted. After receiving such notice and statement, each of the Parties will then refer the matter to the interpreter selected by the Parties.
- c) The Parties agree to Professor J.M. MacIntre as the Interpreter for the duration of this Agreement.
- d) In the event that the Interpreter as provided for in (c) herein is not available to preside as Interpreter under this section, the Parties agree to meet and

select another interpreter. Failing a mutual agreement the parties will request the Minister of Labour to appoint an interpreter.

- e) The decision of the Interpreter shall be final and binding upon the Parties of the First and Second Parts.

Section 2: Arbitration

- a) In the case of a dispute arising under this Agreement, except as to Interpretations of this Agreement, which the Parties are unable to settle themselves, as set out in Article XIII, the matter shall be determined by Arbitration in the following manner:
- b) Either Party may notify the other Party in writing by Registered Mail of the question to be arbitrated.
- c) After receiving such notice and statement, each of the Parties will then refer the matter in writing to the Arbitrator who has been selected by the Parties. If unable to select one that is mutually satisfactory, the Parties further agree to request the Honorable Minister of Labour of the Province of British Columbia to appoint an Arbitrator.
- d) If the Arbitrator finds that an employee has been unjustly suspended or discharged, such employee shall be reinstated with all his rights and privileges preserved under the terms of this Agreement. The Arbitrator shall further make the determination on the amount of lost pay to be paid to the employee.

- e) The decision of the Arbitrator shall be final and binding upon the Parties of the First and Second Parts.

Section 3: Shared Expenses

The Parties of the First and Second Parts will each bear one-half (1/2) of the expenses of interpretations and arbitration's including the salary of the Interpreter or Arbitrator plus any stenographic, secretarial and rent expenses which may be incurred in respect of such proceedings.

Section 4: Place of Hearing

Any arbitration to be held thereunder shall be held in the City of Prince George or such other place as may be decided by the Arbitrator.

Section 5: Expedited Arbitration

Where a grievance arising from a dispute progresses to arbitration, either party may elect, in writing, to utilize the procedure as outlined below as an alternative to the procedure set out in Article XV, Section 2.

- a) The parties agree to appoint an Arbitrator as per Article XV, Section 2.
- b) The Arbitrator must meet and hear the evidence of both Parties within fifteen (15) days after the assignment. If an Arbitrator is unable to commit himself to do so, the grievance shall immediately be assigned to another Arbitrator.

- c) The availability of Counsel for either Party shall not be reason to delay an arbitration under this Section.
- d) After the Arbitrator has met and heard the evidence of both sides, he shall render a decision within fifteen (15) days after conclusion of the hearings, said decision to be final and binding upon all Parties to this Agreement.
- e) Where the Arbitrator finds that an employee has been unjustly suspended or discharged, such employee shall be reinstated with all his rights and privileges preserved under the terms of this Agreement. The Arbitrators shall further make the determination on the amount of lost pay to be paid to the employee.

ARTICLE XVI - GENERAL PROVISIONS

Section 1: Notification of Shop Committee

- a) The Union will, within sixty (60) days from the date of this Agreement, notify the Company in writing of the members of the Shop Committee. The Union or Shop Committee will inform the Company in writing when any member change takes place on the said Committee. No member of the Shop Committee will be recognized by the Company, unless the above procedure is carried out.
- b) For the purposes of this Agreement, when the word "Committee" is used it shall mean Shop, Camp, Mill or Plant Committee, members of which are appointed by the Union.

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

Section 2: No Strike Pending Grievance and Arbitration Procedure

The Union agrees that it will not cause, promote, sanction, or authorize any strike, sit-down, slowdown, sympathetic strike, or other interference with work until all provisions of this Agreement relating to grievance and arbitration procedures have been complied with, unless failure to comply with such procedure is due to any act or refusal to act or misconduct of the Company.

Section 3: No Lockout Pending Grievance and Arbitration Procedure

The Company agrees it will not create or institute any lock-out of the employees with respect to any dispute between the Company and the Union or the Company and its employees until all provisions of this Agreement relating to grievance and arbitration procedures have been complied with unless failure to comply with such procedure is due to any act or refusal to act or misconduct of the Union or its employees.

Section 4: Chargehands

PG Sawmill, Houston, Rustad, Isle Pierre, Chetwynd, Chetwynd Logging, Polar and Fort St John Divisions:

1. The Parties agree to the following definition of a chargehand:
 - a) A Chargehand is responsible to pass on instruction to a group of employees.
 - b) A Chargehand does not have the authority to hire, discharge or discipline employees.
 - c) A Chargehand may be capable of performing all jobs in his work area.
 - d) A Chargehand must hold a permanent job but will not necessarily fill it while performing chargehand duties.
 - e) The Company shall post a notice of their requirement for a Chargehand in order for interested employees to signify their interest in applying for the job.
 - f) Chargehand premiums in addition to the group job rate:

Chetwynd, Isle Pierre, Polar, Chetwynd Logging and Fort St. John Divisions twenty cents(20¢) per hour

PG Sawmill, and Houston Divisions seventy-five (75¢) per hour

2. Quesnel, Plateau and Tackama Divisions only:

A designated Chargehand acting as a representative of the Company is a work co-ordinator and can exercise job/work direction.

Chargehands do not have the right to hire, discharge or discipline employees.

The Company shall have the right to select employees for the position. The Plant Committee and Local Union will be advised by the Company of Chargehand appointments.

The only premium designated Chargehands shall receive is seventy-five cents (75¢) per hour in addition to their regular job rate.

None of the foregoing is intended to restrict any of the usual activities of a Chargehand as designated by the Company.

It is not the intent of the Company to utilize a Chargehand on an extended basis where there would otherwise be a salaried supervisor assigned.

Section 5: Permanent Plant Closure - Severance Pay

- a) The Company agrees that employees affected by permanent plant closure shall be given sixty (60) days notice of closure.
- b) Employees terminated by the Company because of permanent closure of a manufacturing plant shall be entitled to severance pay equal to ten (10) days' pay for each year of continuous service with the Company, and thereafter for partial years in increments of completed months of service with the Company.

Employees who transfer to another division of the Company because of permanent closure of a manufacturing plant shall be entitled to

severance pay equal to seven (7) days' pay for each year of continuous service with the Company.

- c) Severance pay for uncompleted years of service shall be computed on the basis of completed months service.
- d) Where a plant is relocated and the employees involved are not required to relocate their place of residence or are not terminated by the Company as a result of the plant relocation, they shall not be entitled to severance pay under this article.
- e) If a plant is indefinitely closed and is subsequently permanently closed, those regular full time employees laid off at the time of the indefinite closure or subsequently laid off, will be entitled to the severance provisions provided for in b) above based on their seniority at the time of their layoff.

Section 6: Construction Contracting

- a) It is agreed that Plant Tradesmen who are assigned by the Company to carry out work directly related to "new" construction with tradesmen employed by an outside contractor, plant tradesmen will be paid the "outside" contractor(s) rate(s).
- b) For the purpose of this Agreement "new" construction will be defined as meaning:
 - i) The construction of major new buildings and major additions to existing buildings.

- ii) The addition of new or used major production machinery and related equipment not previously in existence.
- c) i) “Tradesmen” shall mean journeymen and apprentices in the following trades:
 - Machinist Millwright
 - Steamfitter / Pipefitter Welder
 - Electrician Carpenter
- ii) “Contractor’s Rate” shall only mean the hourly wages paid by that contractor and not any other payment or working condition.

Section 7: Contracting

a) Polar Sawmill Division

The Company will not contract out any work that is performed by employees in the bargaining unit at the effective date of this agreement (July 23, 1986).

It is agreed that overload maintenance, construction contracting and chip hauling as practiced in the Polar operation are exempted from this provision.

b) Fort St. John Division, Isle Pierre Division, Chetwynd Sawmill Division, Chetwynd Logging Division

- 1) It is acknowledged that Company employees should perform work normally performed within the bargaining unit for which they are qualified.

- 2) 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 when justified by special circumstances.
 - 3) In the case of any dispute arising with respect to the interpretation, application, operation or alleged violation of this article, either party may refer the dispute to an umpire who shall determine the dispute by arbitration on an expedited basis. The umpire's decision will be final and binding.
 - 4) The Umpire will be assisted by a nominee from each party.
- c) PG Sawmill Division, Houston Sawmill Division, Rustad Sawmill Division, Chip Plant Division
- 1) The Company agrees that 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 when justified by special circumstances.
 - 2) Any dispute arising with respect to the interpretation, application, operation or alleged violation of Clause 1) herein, which the Parties hereto are unable to settle between themselves, may be referred by either of the Parties to an Umpire, and shall be determined by arbitration on an expedited basis. All decisions will be final and binding upon the Parties.

- 3) The Umpire will be assisted by a nominee from each Party.
 - 4) If the Parties are unable to agree upon the selection of the Umpire, the Parties will request the Minister of Labour to appoint the Umpire.
- d) Plateau Division, Quesnel Division, Tackama Division
- 1) The Company will not contract out any work that is performed by employees in the Bargaining Unit at the effective date of the agreement.
 - 2) Current practices in operations shall be agreed on with the local union in writing. Until such time as agreement is reached the above clause 1) only will apply.

Section 8: Education Trust Fund

The Company will contribute to the Fund and will continue such contributions throughout the period of the Collective Agreement. The contributions will be three cents (3¢) per hour worked per employee and effective July 1, 2012, the contributions will be increased to five cents (\$0.05) per hour worked per employee.

ARTICLE XVII - MEDICAL COVERAGE

- a) The Company agrees to provide medical coverage for its employees by participating in the Medical Services Plan of British Columbia.
- b) The Company agrees to provide Extended Health Benefits to a lifetime maximum of seventy

five thousand (\$75,000.00), including Hospitalization coverage of up to a maximum of eight dollars and fifty cents (\$8.50) per day, to its employees by participating in a plan entered into between the Company and an appropriate carrier.

- c) Medical coverage eligibility shall be the first of the month following date of employment.
- d) Total cost of providing medical coverage, including Extended Health Benefit coverage, shall be borne by the Company.
- e)
 - i) Lay-off coverage for employees with less than one (1) year seniority will be three (3) months. Lay-off coverage for employees with one (1) or more years of seniority will be six (6) months.
 - ii) In order for reinstatement of lay-off coverage to occur there must be a return to regular full-time employment. An employee returns to regular full-time employment when he is employed for ten (10) working days within a floating period of thirty (30) consecutive days.
 - iii) In addition, 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 lay-off coverage to which he was entitled, if the recall occurred during the period of lay-off coverage.

- f) Participation in the plan with the exception of Medical Services Plans to be a condition of employment.
- g) Coverage is extended to dependents of regular employees including those dependents over the age of twenty-one (21), but not over the age of twenty-five (25) who are attending recognized educational institutions.
- h) The Company agrees to provide a Vision Care Program for payment up to a maximum of two hundred dollars (\$200.00) per person in any twenty-four (24) consecutive month period for charges incurred relative to the purchase of lenses and frames or contact lens when prescribed by a person legally qualified to make such prescription. Effective July 1, 1999, the limit will be increased to two hundred fifty dollars (\$250.00) per member or dependent in any twenty-four (24) month consecutive period.

ARTICLE XVIII - HEALTH AND WELFARE

Section 1: Institution

It is agreed that a Health and Welfare Plan be instituted with the principles hereinafter set out.

Board of Trustees

"A Board of Trustees, composing of three (3) members representing **USW, local 1-424**, and three (3) members representing **Canadian Forest Products Ltd.**, will be responsible for the

administration of the **USW- -Canadian Forest Products Ltd., 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 provided by the Company:

- a) Group Life Insurance
 - 1) In the amount of \$100,000.00 effective July 1, 2009.
 - 2) In the amount of \$110,000.00 effective July 1, 2010.
 - 3) In the amount of \$120,000.00 effective July 1, 2012.
- b) Accidental Death and Dismemberment Insurance
 - 1) In the amount of \$100,000.00 effective July 1, 2009.
 - 2) In the amount of \$110,000.00 effective July 1, 2010.
 - 3) In the amount of \$120,000.00 effective July 1, 2012.

Section 3: Weekly Indemnity

- a) Weekly indemnity coverage for each qualified employee in the amount of four hundred fifty-seven dollars (\$457) per week.

- b) Weekly Indemnity to commence the first (1st) day of accident and sixth (6th) day of illness for a period of twenty-six (26) weeks.
- c) In the case of disability caused by non-occupational illness, Weekly Indemnity benefits will be payable commencing the first (1st) day of any such absence where the illness results in the claimant being hospitalized as a bed patient, and, in cases where surgery is performed which necessitates loss time from work. Laser surgery (except where such laser surgery is for cosmetic purposes rather than for a medical reason) will qualify the member for Weekly Benefit Commencement Date from their first day of disability. The weekly indemnity cheques will be mailed directly to the employee's residence if requested by the employee.
- d) Weekly Indemnity coverage will be eliminated for an employee on all extended leaves of absence provided, however, that such employee is eligible for Weekly Indemnity coverage on the day that it was agreed he was scheduled to return to work. In order to qualify for this coverage the employee must have returned to his place of residence in British Columbia unless his disability required him to be hospitalized and satisfies the requirements of the claims adjudication carrier. In the case of a compassionate appeal dealing with disability incurred during an extended leave of absence, the Trustees have the right to review certain circumstances.
- e) Absences due to the same or related causes will be considered one (1) continuous absence

unless the employee returns to work on a regular full time basis for at least four (4) continuous weeks between absences.

f) Third Party Subrogation:

The Parties agree to recommend to the Trustees of the Health and Welfare Plan that effective on the date of ratification of this Memorandum a third part subrogation clause be adopted so that the Weekly indemnity Plan can be reimbursed from damages recovered from a liable third party for illness, injury, or income loss. The Plan will be entitled to recover the full amount of benefits paid to the member that exceeds 100% of the member's pre-disability gross income. Gross income will be calculated by using the member's regular hourly rate times (x) 40 hours. Trustees to work out the application and details, including the deduction of legal fees from the settlement and the execution of a reimbursement agreement.

- g) 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 employee's 5/12th share of the premium is retained as payment in kind on the provision of the Weekly Indemnity Plan benefits.

Section 4: Extended Health Care

EFFECTIVE January 1, 2004:

- a) Annual Deductible \$75.00 Single OR Family;

- b) Generic/Low Cost Alternative Medications will be covered; and
- c) In the event of the death of an active member, benefits will be provided for the surviving spouse and eligible dependents for a period of twenty-four (24) months.

Section 5: Dental Plan

A Dental Plan will be provided based on the following general principles:

- a) Basic dental services (Plan A)
 - Plan pays 80% of approved schedule of fees.
- b) Prosthetics, Crowns, and Bridges (Plan B)
 - Plan pays 60% of approved schedule of fees.
- c) Orthodontic (Plan C)
 - Plan pays 60% of approved schedule of fees. (Lifetime maximum - \$2,500.00)
 - The lifetime maximum for children is \$3,000.00.
- d) Effective January 1, 2004, in the event of the death of an active member, benefits will be provided for the surviving spouse and eligible dependents for a period of twenty-four (24) months.

Section 6: Qualifying Conditions

- a) Total premium cost of providing coverage shall be borne by the Company.
- b) Eligibility shall be the first of the month following date of completion of the employee's probationary period,
- c) Effective December 10, 1983, employees who have already qualified for the Disability Waiver will retain their eligibility for present coverage. Those employees who, on December 10, 1983, are in receipt of Weekly Indemnity, WCB wage loss, or Long Term Disability income will continue to be eligible for the Group Life Disability Waiver that was in force prior to the above noted date.

After December 10, 1983, the Group Life waiver of premium clause will terminate at age sixty-five (65).

- d) Coverage will be portable for all employees covered by Collective Agreements between members of Council of Northern Interior Forest Employee Relations, Forest Industrial Relations Limited (Coast Plans 1 & 2 merged), the Interior Forest Labour Relations Association, West Fraser Timber Company Ltd, Canadian Forest Products Limited, and USW and there shall be no waiting period for qualified employees changing employers within the Industry.
- e) i) Lay-off coverage for employees with less than one (1) year will be three (3) months.

Lay-off coverage for employees with one (1) or more years of seniority will be six (6) months.

- ii) In order for reinstatement of lay-off coverage to occur there must be a return to regular full-time employment. An employee returns to regular full-time employment when he is employed for ten (10) working days within a floating period of thirty (30) consecutive days.
 - iii) In addition, 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 lay-off coverage to which he was entitled, if the recall occurred during the period of lay-off coverage.
- f) Participation in the Plan is to be a condition of employment, not including the following exemption:
- i) Students who are covered as dependents under a family member's benefit plan shall be exempt with respect to Medical, Dental and EHB coverage.

Section 7: Medical Travel Allowance

- a) A medical travel allowance will be effective January 1, 1998. Medical Travel allowance will be One Thousand and Six Hundred Dollars (\$1600.00) over the four (4) year Term of the Agreement, maximum \$800.00 in any one year.

- b) Effective January 1, 2010 amend the medical travel allowance to provide for Two Thousand dollars (\$2000.00) over the four (4) year Term of the Agreement with the maximum of One thousand (\$1000.00) in any one year.
- c) Tackama Division medical travel and accommodation plan shall continue and is excluded from this provision.

ARTICLE XIX - PENSION PLAN

Section 1: Funding - Except Rustad Sawmill Division

- a) The parties agree that the established Pension Plan will be funded by Industry contributions to two dollars and forty (\$2.40) per employee per hour worked effective July 1, 1992.
- b) Effective July 1, 1993, employee contribution of ten cents (10¢) per employee per hour worked, will be added to the above contribution rate.
- c) Additional contributions will be in accordance with the Memorandum of Agreement signed on June 30, 2000.

Section 2: Bridging

The IWA-Forest Industry Pension Plan Trustees will be directed to investigate the feasibility and implications of amending the Plan to allow Company-paid bridging funds to “flow through” the Plan so as to enhance legal tax effectiveness.

Section 3: Rustad Sawmill Division

- a) The parties agree to maintain the Rustad Pension Plan covering hourly rated employees, as per the Memorandum of Agreement dated August 31, 2000.
- b) The parties agree to form a joint committee to oversee the administration and governance of the Plan.

Section 4: Amend Pension Plan

- a) Canfor trustees will amend the Pension Plan to reflect the changes contemplated by the attached Appendix Number 1, IWA-Forest Industry Pension Plan. In addition, it is agreed that:
 - i) The investment committee will have six (6) trustees on it, three (3) of whom will be appointed by the Union, and three (3) of whom will be appointed by the Company;
 - ii) It is understood that the Funding Policy that will be in effect, will be the Funding Policy outlined in the attached Appendix Number 1; and
 - iii) It is understood that the Employer and Employee contribution of twenty seven and one half cents (27.5¢) per hour will be handled as per point 3, Pension Plan, Section b) of the June 30th, 2000 Memorandum of Agreement.

- b) Contributions will be as follows:
- i) Canfor will make an additional contribution of up to thirty cents (30¢) per Employee per hour worked, commencing January 1, 2004. Such funding will be payable only for the period required to pass solvency for filing purposes, and only up to a maximum period of twenty-four (24) months. Should a lesser amount of money be sufficient to meet solvency filing purposes, then the hourly contributions shall be reduced accordingly; and
 - ii) Plan members will make an additional contribution of up to thirty cents (30¢) per Employee per hour worked, commencing January 1, 2004. Such funding will be payable only for the period required to pass solvency for filing purposes, and only up to a maximum period of twenty-four (24) months. Should a lesser amount of money be sufficient to meet solvency filing purposes, then the hourly contributions shall be reduced accordingly.
 - c) Employee Pension Plan contributions will be increased by a further twenty-five cents (25¢) per hour worked, effective July 1, 2004, and by a further twenty-five cents (25¢) per year, effective July 1st, 2003 through 2009.

ARTICLE XX - LONG TERM DISABILITY

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

- a) The Plan became effective July 1, 1982.
- b) Effective July 1, 2004, contributions from both the Company and the Employees will be eighty cents (80¢) per hour per employee per hour worked, of which the Company will contribute forty cents (40¢) per hour, and the Employees will contribute forty cents (40¢) per hour. Effective July 1, 2010, contributions from both the Company and the Employee will increase to one dollar and twenty cents (\$1.20) per hour, per employee per hour worked, of which the Company will contribute sixty cents (\$0.60) per hour, and the Employees will contribute sixty (\$0.60) per hour.
 - i) Employees shall be eligible to apply for LTD benefits after a twenty-six (26) week qualifying period.
 - ii) If at any point during the Term of the Agreement, the Plan Actuary should determine that the full amount of the increase in contributions is no longer required to amortize the unfounded liability over the then year period contemplated by this agreement, the excess contributions will be discontinued by each party accordingly;
- c) 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.

- d) The Trustees will select a qualified actuary to assist them and to ensure the establishment of actuarial sound reserves to fund the benefits provided by the Plan.
- e) 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.
- f) The trustees are directed to develop Plan modifications that will:
 - 1. Improve the timeliness, effectiveness and quality of Rehabilitation from the Plan;
 - 2. Provide incentives to Employers and Local Unions to establish Disability Management systems at the operations level.

ARTICLE XXI - JOB TRAINING

Section 1: Job Training Program

Job Training Programs will be in accordance with Supplement No. 3, which is attached hereto and forms part of this Agreement.

Section 2: Planerman Training Program

Excluding Quenel Division, Plateau Division and Tackama Division

a) PURPOSE

The Purpose of this program is to provide for the development of skilled Planermen to meet the needs of the Company.

b) SELECTION

1. All Planerman Trainees will be required to indenture as millwright apprentices in accordance with Supplement #4A of the Collective Agreement and will be covered by all provisions of the supplement.
2. Vacancies for Planerman/Millwright trainees will be posted plant wide.
3. Selection of Planerman/Millwright trainees shall be in accordance with Article XXII, of the Collective Agreement.
4. Planerman/Millwright trainees will be trained in the planing mill under the auspices of a competent Planerman/Millwright.
5. The Company shall determine the number of Planerman/Millwright trainees required for each operation.

c) INCUMBENT PLANERMAN

1. Effective with the signing of this agreement, all persons employed as Planermen will be reclassified to Planerman/Millwright Uncertified.
2. Persons reclassified in (1) above shall have the option of remaining as Planerman/Millwright Uncertified or writing the Tradesman Qualification examination.
3. Persons employed as Planerman/Millwright Uncertified who write the Tradesman qualification examination and fail to pass have the option of remaining Planerman/Millwright Uncertified or becoming indentured as an Apprentice at no reduction of pay, provided that the individual meets the qualifying conditions established in Article XXII, Section 2 of the Collective Agreement.
4. The Company shall provide the Union with a list of Employees who have red circle protection.
5. Employees holding red circle jobs who are demoted during a reduction of forces shall be paid only the negotiated rate for the job to which they are assigned. If at a later date an employee is reassigned to his former job he shall regain his red circle rate.
6. If an employee is temporarily transferred at the request of the Company, he shall retain his existing rate or receive the rate of the new job, whichever is greater. On return to his regular job, the said employee shall regain his red circle rate.

D) WAGES AND HOURS OF WORK

1. Wage rates shall be paid in accordance with Supplement No. 1 except where red circle protection is provided.
2. It is agreed by the Parties that the hours of work for all Planerman/Millwright categories shall be in accordance with Article VII, Section 2 of the Collective Agreement.

ARTICLE XXII - APPRENTICESHIP TRAINING PROGRAMS

The Company and the Union will jointly seek access to Federal Government programs to decrease Industry costs and increase benefits.

In the first year of this Collective Agreement, the Company and the Union will explore avenues to increase apprenticeships and to enhance the current apprentice selection criteria.

An apprentice already indentured as of October 27, 2003 will receive the 2002 announced fees assessed by B.C. Colleges and Education Institutions for apprenticeship trades training.

Section 1: Conditions

- a) Apprenticeship Training Programs will be in accordance with Supplements No. 4A and 4B which are attached hereto and form part of this Agreement.

- b) While attending training school, apprentices will receive the following:

1. Living Away from Home Allowance

Twenty dollars (\$20.00) per day to a maximum of one hundred dollars (\$100.00) per week for apprentices who are required to maintain a second residence while attending school.

2. Travel Allowance

Twenty-five cents (\$0.25) per kilometre based on the distance for one (1) round trip to school per year. The distance will be as per a schedule based on the distance between the town of employment and the school.

Commuting allowance for apprentices who live at home and attend school: Twenty-five cents (\$0.25) per kilometre if commuting greater than 30 kilometres each way from school, minus the first 24 kilometres each way.

Apprentices who are required to travel by ferry or air will be reimbursed for such fares where such travel is the most reasonable or the only option available. The apprentice must receive prior approval for such travel.

3. Wages

Wage replacement of eight (8) hours per day at regular apprenticeship rate of pay for each day of technical training attended. Apprentices may be required to apply for EI

benefits while in attendance at school and those benefits will partially offset the wage component of this provision.

4. Books and Tuition

Effective March 10, 2010: While attending technical training school, apprentices will receive the following: Reimbursement for tuition fees and the cost of required text books.

Section 2: Apprenticeship Selection

a) Purpose

The purpose of this Agreement is to establish an equitable criteria which will give the Company reasonable assurance that the apprentice upon completion of his indentureship, will become a proficient tradesman and to assure the Union and its members that the senior applicant who meets the criteria will become an apprentice.

b) Educational Pre-requisites

The educational requirement for general trades is grade 10 or equivalent; and grade 12 or equivalent for the electrical trades.

c) Selection Testing -

Testing procedures will be as follows:

- i) Apprenticeship Selection Tests to be amended to provide improved selection criteria as is in place in the Southern Interior.

- ii) Tests recommended for the self-evaluation will be made available and may be taken by any interested employee. Failure to take such tests shall not jeopardize an employee's application for any apprenticeship.
 - iii) It is agreed that where an applicant has failed to pass the mechanical aptitude and space relations section of either mechanical or electrical tests. The employee will be allowed to bid and be re-tested one (1) additional time for each test.
 - iv) Results of all tests will be retained on file in the Company's office. An applicant who has met the criteria and successfully passed the requisite test and is the senior applicant for any future apprenticeship posting, within a three (3) year period will be considered the successful applicant.
 - v) An applicant who qualifies and has passed the mechanical aptitude and space relations section of any of the available tests, but failed the overall test, will be eligible to bid and be re-tested for any future apprenticeship postings.
- e) Maintenance, Monitoring and Distribution of Tests
- i) Sufficient copies of the test, answer sheets and marking over-lays will be maintained by the Company.

- ii) Test materials will be supplied on request to those operations requiring same, and will be returned immediately after use.
- iii) Use of the tests will be monitored by the Company and/or the Apprenticeship Branch of the Ministry of Labour of the Province of British Columbia. Such monitoring will maintain a record of applicant's tests, successful applicant's score recorded, seniority applied, and provide a follow-up of the successful applicant's progress throughout training and an appropriate training period. Other information as deemed necessary will be made available as agreed.

f) Probationary Period

The successful applicant will be given a probationary period up to ninety (90) calendar days.

- g) Where a dispute arises out of the selection of an apprentice that cannot be resolved at the plant level, the matter will be discussed by the Company and the Local Union.

Section 3: Review Committee

A committee is to be established to review and upgrade the Apprenticeship Training Program.

ARTICLE XXIII - TRAVEL TIME

Where applicable, employees in 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 the designated marshaling point, to be agreed upon, and returning to said point, provided always that the said eight and one-half (8 1/2) hour period is based on one-half hour for lunch and may be extended to a maximum of a further fifteen (15) minutes where the lunch exceeds one-half hour.

ARTICLE XXIV - TECHNOLOGICAL CHANGE AND PERMANENT PARTIAL PLANT CLOSURE

Section 1: Advance Notification

- a) The Company shall notify the Shop Committee and the Union not less than six (6) months in advance of intent to institute material changes in working methods or facilities that would involve the discharge or laying-off of employees.
- b) The Company shall notify the Shop Committee and the Union not less than sixty (60) days in advance to institute permanent partial plant closure that would involve the discharge or laying-off of employees. "Permanent Partial Plant Closure" is defined as a permanent cessation or elimination of a discrete portion of the plant which results in the discharge, displacement of layoff of employees.

Section 2: Rate Adjustment

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

Section 3: Severance Pay

- a) Employees discharged, laid-off or displaced from their regular jobs because of mechanization,

technological change, automation or permanent partial plant closure 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 2 (b) above.

- b) Employees discharged, laid off or displaced from their regular jobs because of permanent partial plant closure 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. As a result of the application of this provision, in an affected employee chooses not to select their severance option, and instead chooses to exercise his bumping rights, the severance option will be extended to the most junior person, who has no bumping rights and is therefore laid off.

ARTICLE XXV - SAFETY EQUIPMENT

Section 1: Supply and Replace

- a) Where the following articles of equipment are required to be used by the Company or the Workers' Compensation Board, the Company shall, at no cost to the employees:
 - i) Supply new employees with articles of equipment required,

- ii) Replace articles of equipment when these articles are presented worn or damaged beyond repair. That is to say:
 - 1. Aprons
 - 2. Hard Hats and Liners
 - 3. Eye, Ear and Nose Protective Equipment
 - 4. Gloves
- iii) Notwithstanding the foregoing, all articles of equipment to be replaced only when they are presented worn or damaged beyond repair; otherwise the replacement will be at the expense of the employees.
- b) Where the Company has been supplying safety equipment and clothing at no cost to the employee, on the effective date of this Agreement, it will continue to do so at no cost to the employee.

Section 2: Coveralls

- a) The Company shall make coveralls available and maintain same for use by End Sprayers, Panel Sprayers, Oilers, Filers, Grindermen, and Tradesmen.
- b) Polar Sawmill Division will provide coveralls (2 pair rotating) to regular full time designated clean-up personnel who are employed for thirty (30) days or more.

Section 3: Caulk Boots

- a) An employee who is required to wear caulk boots by the Workers' Compensation Board shall receive annually a caulk boot allowance of one hundred twenty dollars (\$120.00),
 - i) If he has six (6) months or more seniority;
 - ii) Upon obtaining six (6) months seniority;
 - iii) Seasonal lay-offs shall not interfere with the qualifying periods herein.

Section 4: Tackama Division Only, Damaged Boot Cost Reimbursement

Equivalent value steel toed boot cost reimbursement will be available for employees who have damaged or soiled their boots beyond repair due to a certain work activity or situation. Eligibility will be contingent on the immediate reporting of the occurrence of the damage to the employee's direct supervisor. Normal wear or depreciation of boots will not trigger eligibility for replacement cost reimbursement. Replacement of boots must be approved by the appropriate department head to a maximum of two hundred (\$200) dollars.

ARTICLE XXVI - TOOL INSURANCE

Section 1: Coverage

- a) The Company at its own expense shall insure for damage or loss caused by fire, or flood, the tools of its employees which are required in the

performance of their work. This provision for tool insurance shall also apply to loss by theft where the 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) The Company will repair or replace those Tradesmen's tools that are damaged or broken in the performance of regular duties.
- c) Metric Tools

The Company will make available Tradesmen's tools required upon the introduction of the metric system at no cost, for use by Tradesmen.

Section 2: Lost Tools

- a) The Company agrees, within reasonable limits, to replace tools lost while performing job duties. The Company may require that a declaration be signed by an employee who claims that tools have been lost. When circumstances warrant, the Company may request further proof of the tools being lost, but in such event will advise the Plant Committee so that discussion can take place regarding circumstances.

ARTICLE XXVII - FIREFIGHTING AGREEMENT

The Firefighting Agreement will be in accordance with Supplement No. 5, which is attached hereto and forms part of this Agreement.

ARTICLE XXVIII - SAWMILL JOB EVALUATION

Section 1: Implementation

- a) The Parties to this Agreement mutually agree to implement one job evaluation program for the sawmilling sector in accordance with the principles and procedures manual dated December, 1971 hereinafter referred to as the "B.C. Northern Interior Sawmill Job Evaluation Manual" as amended July, 1973 and as further amended July, 1974; (but hereafter referred to as the B.C. Northern Interior Sawmill and Poleyard Job Evaluation Manual) and as amended effective April 1st, 1995. The application and administration of the program shall be in accordance with the provisions of Supplement No. 6 to this Agreement.
- b) The process of job evaluation will be conducted in accordance with the provisions of the B.C. Northern Interior Sawmill and Poleyard Job Evaluation Plan that shall include the wage curve. The manual and guidelines for manual interpretation, existing and/or new Benchmarks, and existing gradings on record shall serve as a basis for subsequent evaluation.
- c) All categories and records shall stand as presently rate matched (job analysis) and/or evaluated in the Northern Interior operations involved in the B.C. Northern Interior Sawmill and Poleyard Job Evaluation Plan, except where requests are submitted for evaluation or re-

evaluation consistent with the principles and procedures of the Northern Interior Sawmill and Pole yard Job Evaluation Plan.

Section 2: Point Range and Groups

The point range for the twenty-eight (28) groups in the Sawmill and Poleyard Wage Curve are as follows: See supplement # 1 for Plywood job evaluation.

Group Level	Point	Effective July 1/09 Rate	Effective July 1/11 Rate	Effective July 1/12 Rate
1	0-60	24.46	24.95	25.45
2	61-70	24.56	25.05	25.55
3	71-80	24.68	25.17	25.67
4	81-95	24.83	25.33	25.84
5	96-115	24.98	25.48	25.99
6	116-140	25.17	25.67	26.18
7	141-165	25.32	25.83	26.35
8	166-195	25.60	26.11	26.63
9	196-230	25.81	26.33	26.86
10	231-270	26.05	26.57	27.10
11	271-320	26.28	26.81	27.35
12	321-370	26.57	27.10	27.64
13	371-420	26.80	27.34	27.89
14	421-470	27.10	27.64	28.19
15	471-520	27.35	27.90	28.46
16	521-570	27.72	28.27	28.84
17	571-620	27.95	28.51	29.08
18	621-670	28.29	28.86	29.44
19	671-730	28.53	29.10	29.68
20	731-790	28.90	29.48	30.07
21	791-850	29.17	29.75	30.35
22	851-910	29.54	30.13	30.73
23	911-970	29.92	30.52	31.13
24	971-1030	30.21	30.81	31.43
25	1031-1090	30.92	31.54	32.17
26	1091-1150	31.64	32.27	32.92
27	1151-1210	32.43	33.08	33.74
28	1211-1270	33.21	33.87	34.55

Section 3: Base Rate/Red Circle

- a) The base rate in all Wage Supplements shall be that set out in Section 1 (b) of Article V - Wages, and shall be the minimum rate.
- b) Incumbents in job categories for which the wage rate is reduced as a result of job evaluation (hereinafter referred to as "Red Circle Jobs") shall continue at the original rate.

ARTICLE XXIX - LOGGING RATES

Canadian Forest Products Ltd., Chetwynd Logging Division

		Effective	Effective
Group	July 1/09	July 1/11	July 1/12
Level	Rate	Rate	Rate
1	24.74	25.23	25.73
2	24.96	25.46	25.97
3	25.17	25.67	26.18
4	25.37	25.88	26.40
5	25.62	26.13	26.65
6	25.88	26.40	26.93
7	26.17	26.69	27.22
8	26.45	26.98	27.52
9	26.75	27.29	27.84
10	27.14	27.68	28.23
11	27.47	28.02	28.58
12	27.91	28.47	29.04
13	28.41	28.98	29.56
14	28.90	29.48	30.07
15	29.44	30.03	30.63
16	29.93	30.53	31.14

ARTICLE XXX - EMPLOYEE ASSISTANCE PROGRAM

Management and Union have established a Joint Employee Assistance Program (E.A.P.) through which a joint committee, comprised of equal representation from Union and Management, will administer the program at the operational level as follows:

- 1) The committee will maintain a set of program responsibilities and procedures that fully respect the principle of confidentiality.
- 2) The committee will ensure the selection of an appropriate number of confidential referral contacts within the operations.
- 3) The referred contacts will direct troubled employees to a mutually agreed upon resource center which will provide assessment, referral, and follow up for said employees.
- 4) The Committee will ensure that the services of the E.A.P. are available to the members of an employee's immediate family.
- 5) When an employee elects referral through the E.A.P., the Company will continue to maintain all employee benefits in effect at the time of the referral.
- 6) Nothing in this Policy statement is to be interpreted as constituting a waiver of Management's right to take disciplinary

actions, nor the Union's right to the grievance process and procedures as provided for in the Collective Agreement.

The intent of this Policy Statement is to provide a supportive, qualified and confidential E.A.P. for all who choose to use its services. Either Party may request amendments to, or a review of and/or renewed commitment to the Employee Assistance Program at any time.

ARTICLE XXXI - FOREST INDUSTRY SAFETY & HEALTH RESEARCH PROGRAM

The Plan was established July 1, 1989, in Northern British Columbia and will be known as the Safety/Health Awareness Research Program (S.H.A.R.P.).

- a) The Plan is jointly Trusteed and is funded on the basis of an Industry contribution of one half cent (1/2¢) per hour, per employee, per hour worked.
- b) When funds in the Plan reach \$100,000.00 the Employer will contribute an additional one-half cent (1/2¢) per hour for a total on one cent (1¢) per hour.
- c) When funds in the Plan reach \$200,000.00 the additional one-half cent (1/2¢) provided for in (b) above will be discontinued until the fund level is again reduced to the \$100,000.00 level
- d) Contributions are suspended for the term of this agreement or when funds in the Plan reach \$100,000.00, whichever occurs first.

ARTICLE XXXII - FORESTRY ENVIRONMENTAL COMMITTEE

The Company and the Local Union shall establish a Forest Environmental Committee.

The details concerning the structure, operation, and terms of reference must be agreed to by the Company and the Local Union, prior to implementation.

ARTICLE XXXIII - DURATION OF AGREEMENT

Section 1: Effective Date/Expiration

The Parties hereto mutually agree that this Agreement shall be effective from and after the first (1ST) day of July 2009, to midnight of the 30th day of June 2013, and thereafter, from year to year unless four (4) months written notice of contrary intention is given by the Parties. The notice required thereunder shall be validly and sufficiently served at the head office of the Party of the First Part or at the Local Office of the Local Officers of the Union, Party of the Second Part, at least four (4) months prior to the expiry of any yearly period. 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 that a subsequent Agreement is reached, or until negotiations are discontinued by either Party.

Section 2: Exclusion of Section 50 (2) - Labour Relations Code

The Parties hereto agree that the operation of Section 50 (2) of the Labour Relations Code of British Columbia, 1992 is excluded from this Agreement.

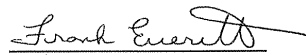
DATED THIS 9th DAY OF August, 2010.

FOR:
CANADIAN FOREST PRODUCTS LTD

FOR:
USW, LOCAL 1 - 424, CLC



Vice-President, Wood Products



President



Vice-President, Human Resources



Financial Secretary

APPENDIX No. 1

I.W.A. – FOREST INDUSTRY PENSION PLAN

Negotiations Process:

The process of pension plan restructuring would continue, as it exists in the Collective Agreement, subject to the following:

- a) The Trustees will amend the Pension Plan benefit provisions within the parameters of the Plan funding policy; and
- b) The contribution rate and any future changes to the funding policy will be set by the negotiation process.

Fundamentals:

Union-Controlled:

The Union proposes that a funding policy with specific targets and funding thresholds be agreed to between the parties. When agreement is reached on a funding policy, the Plan becomes a Union-controlled, Trustee-defined contribution pension plan. There shall be fourteen (14) Trustees, eight (8) of whom will be appointed by the Union and six (6) of whom will be appointed by the Industry.

Trustees Responsibilities and Goals:

- a) To achieve the largest amount of benefits possible for the Plan's members and beneficiaries over the long term, and consistent with the prudent management of financial risks;

- b) To manage the risks to provide a high level of security of benefits; and
- c) To comply at all times with the funding and solvency standards in the PBSA.

Funding Policy:

The Trustees will establish both a funding mechanism and a funded level consistent with the funding policy, at which benefit level increases will be provided using the investment earnings of the Pension Plan and /or future increased contributions from the negotiations process. For the purposes of this section, the minimum funded level would be 105% of the fully funded level of the Plan, with benefit increases achieved using gradually increased percentages of the surplus funds or contributions, up to a funded level of 120% of full funding levels, at which time 100% of surplus funds above 120% of surplus funds or contributions must be used to provide increased benefits under the Plan.

TRUSTEE FUNDING POLICY OBJECTIVES:

- a) Identify the Plan's exposure to funding risks in both the short and long term;
- b) Establish the combination of measures to be used to protect the Plan's funded position against those risks; and
- c) Document the Trustees' long-term benefit objectives.

Investment Policy: Trustees set investment policy.

Funding Requirements:

The Union and the industry will develop a joint plan to address the expected solvency funding shortfalls in 2003 or 2004. The objective is to use the following means to reduce the required additional Solvency Amortization Payments to as low a number as possible.

The Superintendent of Pensions will be approached and requested to agree to postpone the required plan valuation filing to December 31, 2004.

Smoothing:

- a) Earnings assumption to 6.75%;
- b) Increased Employee contributions;
- c) Determination of Banked Hours Actuarial Value;
- d) Eliminate the Subsidized Early Retirement provisions when incentives for early retirement are provided; and
- e) Eliminating credits for non-paid hours - vacation, layoff.

Contribution Increases:

Total hourly pension contributions would be increased by twenty-five cents (25¢) per hour in each year of the Collective Agreement, based on increased contributions from Employees.

Shared Short Term Funding Requirements:

The Industry currently has twenty-seven and one-half cents (27.5¢) per hour going to the Plan to fund the future service benefit level of sixty dollars (\$60.00) with Employees contributing the same amount for the fifty-dollar (\$50.00) benefit level. Currently, both contributions are to be returned to the Employees and the Industry when the Plan is fully funded. These contributions will continue to be returnable to the Parties going forward.

Increased contributions toward the funding of the Solvency Amortization Requirements from the Employees will be used to increase benefits to the members of the Plan, once the Solvency Amortization Requirements are met.

APPENDIX No. 2

HEALTH AND SAFETY

Section 1: Common Concern and Responsibility

Canfor and the United Steelworkers acknowledge their common concern and responsibility for establishing, maintaining and continuously improving on a safe and healthy work environment, actively working towards eliminating injury and illness.

In order to affect a thoroughly understood and accepted safety and health program for employees, it is agreed that joint and cooperative methods are essential. This is a core value that will be applied to all operations.

A key element of this joint and cooperative approach is the Joint Occupational Health and Safety Committees operating on each site.

In these committees, all matters dealing with occupational health and safety are openly discussed and resolved using interest based approaches. All employees, shall have the right to discuss matters dealing with health, safety and environmental conditions and are encouraged to bring concerns and suggestions forward to their supervisor and/or the JOHSC.

Section 2: Joint Occupational Health & Safety Committee

- (a) The JOHSC shall be comprised of worker representatives and employer representatives who have knowledge of the area they represent. At least half shall be worker representatives, who

shall be selected by the Union. There shall be two (2) Co-Chairs, one (1) a Union representative and the other a Company representative, or alternating chairs on an annual basis as determined by the JOHSC.

- (b) Canfor and the United Steelworkers agree to fully support the JOHSC. Canfor will provide appropriate resources to conduct meetings, inspections and investigations, and will provide access to all reports, plans and records pertinent to the work of the JOHSC.
- (c) The selection of the hourly safety representative will be solely vested to the Union and its Members. The Union will inform the Company in writing as to who their representatives are as soon as any changes occur.
- (d) The Company will give the JOHSC the time required to fulfill its mandate under the jointly developed Health and Safety Plan, and the Worker's Compensation Act and Regulations. This will include but is not limited to time for investigations, inspections, tours, preparing for JOHSC meetings, follow up with workers concerns, JOHSC meetings, etc.

Section 3: Site Occupational Health and Safety Program

The occupational health and safety program must be designed to prevent injuries and occupational diseases, and without limiting the generality of the foregoing, the program must include:

- (i) a statement of the employer's aims and the responsibilities of the employer, supervisors and workers, including contractors and sub-contractors.
- (ii) 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 and safe work procedures, available for reference by all workers.
- (iv) an annual JOHSC safety planning session to develop an annual safety plan.
- (v) a process that encourages employee engagement on Health and Safety matters and promotes continuous improvement.
- (vi) provision for holding regular JOHSC meetings at least monthly.
- (vii) provision for prompt investigation and root cause analysis to determine the action necessary to prevent their recurrence.
- (viii) the maintenance of records and statistics, including reports of inspections and incident investigations, and tracking of 'safety actions', with provision for making this information available to the joint committee and included in the JOHSC minutes.

- (ix) provision by the employer to provide the necessary education and training in safe work practices and procedures for supervisors, OH&S committee members, and all employees.

Section 4: Inspections

- (a) Each site will conduct monthly safety inspections and make them available to the JOHSC for their review and action if required.
- (b) A Union Member of the Joint Occupational Health & Safety Committee or their designate shall accompany a WorkSafe BC inspector during workplace visits.

Section 5: Communication

- (a) The JOHSC will provide minutes of all their meetings within a timely fashion for plant wide distribution. The minutes will be jointly signed by the Co-Chairs of the JOHSC or their designates and if there are any disputes they shall be recorded in the minutes.
- (b) The Company will make available injury statistics to the JOHSC for their review and action if necessary.
- (c) The Company will also provide the Local Union with summaries and copies of all crew safety meetings and JOHSC minutes at their request.

Section 6: Serious Incidents

- (a) A Union member of the JOHSC, 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 Incident Investigation Team have had the opportunity to inspect and investigate the site, and WorkSafe BC officer authorizes such disturbance.
- (c) In such cases a representative of the Union shall have access for investigations which shall be arranged expeditiously if requested, and Company officials shall accompany the Union official.

Section 7: Fatalities

- (a) In addition to Section 6 if a workplace fatality occurs, the Company shall notify the Local Union in order that their representative may attend 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 on the site, when a fatal accident has occurred, may without discrimination or loss of pay, 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 he has reasonable cause to believe that to perform the work would create undue hazard to the health or safety of any person.

- (a) An employee must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that employee has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.
- (b) An employee who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to subsection (a) must immediately report the circumstances of the unsafe condition to his or her supervisor or employer.
- (c) In the event this occurs, the Company will involve the Joint H&S Committee, including a union member, to investigate the circumstances relating to the work refusal to determine what remedial action, if any, is required. If the employee is not satisfied with the outcome of the investigation, the Company will request the assistance of WorkSafe BC to resolve the matter.

- (d) A worker who refused unsafe work shall not be subject to discriminatory action as defined by the Workers Compensation Act because the worker has refused work they believe to be unsafe.

Section 9: Injury at Work

When an employee is injured at work and the examining physician states that the injured employee is not able to return to work on the same day, the employee shall be paid his hourly rate of pay for the total time lost as a result of the injury on the day of the accident. The Company shall provide 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: General

Employees will be given a copy of the First Aid Report at the time it is completed by the First Aid Attendant.

SUPPLEMENT No. 1 - WAGE SCALES

J.D. LITTLE FOREST CENTRE DIVISION

EVALUATED CATEGORIES

		<u>July 1/09</u>	<u>July 1/11</u>	<u>July 1/12</u>
<u>CATEGORY</u>				
Newly Hired Seasonal Greenhouse Worker		\$15.10	\$ 15.40	\$ 15.71
Seasonal Greenhouse Worker		\$17.78	\$ 18.14	\$ 18.50
Nursery Labour		\$22.63	\$ 23.08	\$ 23.54
Lawn Tractor Operator		\$22.88	\$ 23.34	\$ 23.81
ATV & Electric Cart Operator		\$23.27	\$ 23.74	\$ 24.21
Forklift Operator		\$24.47	\$ 24.96	\$ 25.46
Nursery Utilityman		\$27.26	\$ 27.81	\$ 28.37

SUPPLEMENT No. 1 - WAGE SCALES

NON-EVALUATED CATEGORIES

	<u>July 1/09</u>	<u>Mar 10/10</u>	<u>July 1/11</u>	<u>July 1/12</u>
Carpenter Helper				
1st Year	\$25.925	\$26.335	\$ 27.280	\$27.825
2nd Year	\$26.275	\$26.691	\$ 27.650	\$28.205
Carpenter Improver				
1st Year	\$26.935	\$27.361	\$ 28.345	\$28.910
2nd Year				
(1st six months)	\$27.670	\$28.108	\$ 29.115	\$29.695
2nd Year				
(2nd 6 months)	\$28.725	\$29.180	\$ 30.225	\$30.830
Carpenter	\$31.005	\$31.496	\$ 32.625	\$32.280
- Certified	\$31.595	\$32.095	\$ 33.245	\$33.910
Electrician Helper				
1st Year	\$25.925	\$26.332	\$ 27.275	\$27.820
2nd Year	\$26.275	\$26.688	\$ 27.640	\$28.195

Electrician Improver

1st Year	\$26.935	\$27.358	\$ 28.335	\$28.900
2nd Year				
(1st six months)	\$27.670	\$28.105	\$ 29.110	\$29.690
2nd Year				
(2nd six months)	\$28.955	\$29.410	\$ 30.460	\$31.069

Electrician	\$31.254	\$31.736	\$ 32.870	\$33.525
- Certified	\$31.835	\$32.335	\$ 33.490	\$34.160

Heavy Duty Mechanic Helper

1st Year	\$25.925	\$26.332	\$ 27.275	\$27.820
2nd Year	\$26.275	\$26.688	\$ 27.640	\$28.195

Heavy Duty Mechanic Improver

1st Year	\$26.935	\$27.358	\$ 28.335	\$28.900
2nd Year				
(1st six months)	\$27.670	\$28.105	\$ 29.110	\$29.690
2nd Year				
(2nd six months)	\$28.955	\$29.410	\$ 30.460	\$31.070

Heavy Duty Mechanic	\$31.254	\$31.736	\$ 32.870	\$33.525
- Certified	\$31.835	\$32.335	\$ 33.490	\$34.160

Machinist Helper

1st Year	\$26.055	\$26.464	\$ 27.410	\$27.960
2nd Year	\$26.400	\$26.815	\$ 27.775	\$28.330

Machinist Improver

1st Year	\$27.045	\$27.470	\$ 28.455	\$29.025
2nd Year				
(1st six months)	\$27.800	\$28.237	\$ 29.245	\$29.830
2nd Year				
(2nd six months)	\$28.955	\$29.410	\$ 30.460	\$31.070

Machinist	\$31.254	\$31.736	\$ 32.870	\$33.525
- Certified	\$31.835	\$32.335	\$ 33.490	\$34.160

Millwright Helper

1st Year	\$25.925	\$26.332	\$ 27.275	\$27.820
2nd Year	\$26.275	\$26.688	\$ 27.640	\$28.195

Millwright Improver

1st Year	\$26.935	\$27.358	\$ 28.335	\$ 28.900
2nd Year				
(1st six months)	\$27.670	\$28.105	\$ 29.110	\$29.690
2nd Year				
(2nd six months)	\$28.955	\$29.410	\$ 30.460	\$31.070

Millwright	\$31.245	\$31.736	\$ 32.870	\$33.525
- Certified	\$31.835	\$32.335	\$ 33.490	\$34.160

Steamfitter/Pipefitter Helper

1st Year	\$25.925	\$26.332	\$ 27.275	\$27.820
2nd Year	\$26.275	\$26.688	\$ 27.640	\$28.195

Steamfitter/Pipefitter Improver

1st Year	\$26.935	\$27.358	\$ 28.335	\$28.900
2nd Year				
(1st six months)	\$27.670	\$28.105	\$ 29.110	\$29.690
2nd Year				
(2nd six months)	\$28.955	\$29.410	\$ 30.460	\$31.070

**Steamfitter/
Pipefitter**

	\$31.245	\$31.736	\$ 32.870	\$33.525
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- Certified	\$31.835	\$32.335	\$ 33.490	\$34.160
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Welder	\$31.005	\$31.492	\$ 32.620	\$33.270
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- Certified	\$31.595	\$32.091	\$ 33.240	\$33.905
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- Certified & Qualified	\$31.835	\$32.335	\$ 33.490	\$34.160
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MISCELLANEOUS CATEGORIES - MANUFACTURING

Grinderman	\$27.540	\$27.540	\$28.091	\$28.653
Grinderman (changes knives)	\$27.780	\$27.780	\$28.336	\$28.903
Oiler	\$27.570	\$27.570	\$28.121	\$28.683
Serviceman (Houston)	\$26.275	\$26.275	\$26.801	\$27.337
Stores Attendant/F.A. (Houston)	\$25.985	\$25.985	\$26.505	\$27.035

FILING ROOM CATEGORIES

Saw Fitter, Helper	\$25.925	\$26.338	\$27.285	\$27.830
1st Year Completed	\$26.590	\$27.014	\$27.985	\$28.545
Last six months	\$28.225	\$28.675	\$29.710	\$30.305
Saw Fitter	\$30.765	\$31.256	\$32.380	\$33.030
- Certificate	\$31.355	\$31.855	\$33.000	\$33.660
Circular Saw Filer, Helper	\$31.355	\$31.855	\$32.985	\$33.645

FILING ROOM CATEGORIES (CONT'D)

Circular Saw Filer	\$31.245	\$31.736	\$32.870	\$33.525
- Certificate	\$31.835	\$32.335	\$33.490	\$34.160
Benchman Helper	\$31.835	\$32.335	\$33.465	\$34.135
Benchman	\$32.165	\$32.656	\$33.810	\$34.485
- Certificate	\$32.775	\$33.255	\$34.430	\$35.120

SUPPLEMENT NO. 1 - WAGE SCALES CONT'D

PLYWOOD JOB EVALUATION:

The point range for the twenty-seven (27) groups in the Plywood Wage Curve are as follows:

Group Level	Point	Effective July 1/09 Rate	Effective July 1/11 Rate	Effective July 1/12 Rate
1	0-81	24.46	24.95	25.45
2	82-91	24.60	25.09	25.59
3	92-101	24.76	25.26	25.77
4	102-111	24.92	25.42	25.93
5	112-121	25.16	25.66	26.17
6	122-131	25.32	25.83	26.35
7	132-141	25.60	26.11	26.63
8	142-151	25.81	26.33	26.86
9	152-161	26.05	26.57	27.10
10	162-171	26.27	26.80	27.34
11	172-181	26.54	27.07	27.61
12	182-191	26.73	27.26	27.81
13	192-201	27.00	27.54	28.09
14	202-211	27.27	27.82	28.38
15	212-221	27.49	28.04	28.60
16	222-231	27.80	28.36	28.93
17	232-241	28.08	28.64	29.21
18	242-251	28.37	28.94	29.52
19	252-261	28.61	29.18	29.76
20	262-271	29.00	29.58	30.17
21	272-281	29.43	30.02	30.62
22	282-291	29.73	30.32	30.93
23	292-301	30.12	30.72	31.33
24	302-311	30.52	31.13	31.75
25	312-321	30.86	31.48	32.11
26	322-331	31.23	31.85	32.49
27	332-341	31.59	32.22	32.86

SUPPLEMENT NO. 2 - ADJUSTMENTS AND INTERPRETATIONS

In connection with the interpretations of certain clauses in the contract between the USW - and certain Interior Operators, the following interpretations of the Contract have been agreed upon:

Section 1: Call-Time

- a) With respect to Call-Time as covered in Article VII, Section 7 the following understanding has been reached:

If workers present themselves for work, and due to any conditions beyond their control, there is no work available, they shall receive two hours of pay unless sufficient warning has been given canceling the work call for that day. However, if there is a possibility that work may be available within two (2) hour of the regular starting time, the employer may request employees to stay at their place of employment during the call-time period.

In the case of logging camp employees, the following interpretation of the call-time shall be as follows:

Employees who will not be deemed to have been called for work if they do not leave the camp or assembly point except those using their own means of transportation who present themselves for work not having sufficient warning.

Sawmill employees being transported by Company vehicle shall be covered by the above clause.

b) Work cancellation notice

It shall be deemed that sufficient notice has been given canceling the work call for the first, or day shift, provided notice has been given over local Radio Stations, wherever possible the previous evening but not later than one and one-half hours before shift commences with two (2) broadcasts within a half hour period.

It shall be deemed sufficient notice canceling call for work for night shift when notice has been given over local Radio Stations, during the hours from twelve noon to one p.m., but not later than three (3) hours before the shift commences with two (2) broadcasts within a one-half hour period.

Section 2: Interpretation of Article VIII, Section 2 (c)

This section means that the application of seniority as it is presently applied in the individual plant would remain in effect unless it is or has been changed by agreement between the Company and the Union.

The word "plant" in this section means a sawmill, a planer- mill or a logging operation.

It is agreed that the foregoing understanding shall be of the same force and effect as if it had been written into the actual contract and this Section of the Agreement shall form Supplement No. 2 and be part of the Contract.

SUPPLEMENT NO. 3 - JOB TRAINING PROGRAMS

A. Application

1. The following principles are intended as a guide and basis for negotiations of training programs at the operational level between the Company and Local Union.

B. Posting

1. Training positions to be posted for a minimum period of two (2) consecutive working days.
2. An employee absent on approved leave of absence, lay-off, illness or accident at the time a Trainee position is posted, will be allowed to make application within three (3) days of his return, but in no event later than fourteen (14) calendar days of the posting of such Trainee position. However, such employee may make application through a Job Steward or by written notice to the Company while he is away on leave of absence.

C. Selection and Training

1. Selection of trainees to be on the basis of seniority, as provided for in Article VIII of the Collective Agreement.
2. The Company should select a qualified person to provide the training with due regard to ability to communicate effectively.

3. The Company to notify the Plant Committee in writing when a trainee is judged to be qualified, or if he is removed from the training program because of incompetence.

D. Rates of Pay

1. Rates of Pay to apply to trainees during the training period to be their regular job rate except that they shall not receive more than the established rate for the job for which they are being trained, and subject to appropriate exceptions for piece work employees.

E. Seniority

1. Seniority to follow the general principles of Article VIII of the Collective Agreement, with special provisions where necessary to deal with special problems of the operation.
2. If, during the training period, the trainee wishes to discontinue training, or fails to qualify, he should return to the job previously held by him.

F. Revision and Termination

1. Nothing in this Agreement is intended to vary, cancel or otherwise affect existing Training Agreements.

SUPPLEMENT NO. 4A - APPRENTICESHIP TRAINING PROGRAM

ARTICLE I - PURPOSE

The purpose of this Program is to improve the knowledge and skill of persons employed by the Company as Journeymen, Improvers and Helpers in respect of trades named in Article II herein.

ARTICLE II - TRADES

1. Millwright
2. Heavy Duty Mechanic
3. Steamfitter/Pipefitter
4. Machinist
5. Electrician
6. Welder

ARTICLE III - GENERAL PURPOSES

Section 1: Collective Agreement

All provisions of the Collective Agreement shall be applicable to Apprentices in this program.

Section 2: Rights to Continue

Once started in the Program, subject however to provisions of the Collective Agreement, the Apprentice shall have the right to continue, providing he passes all of the prescribed tests and work is available to him.

Section 3: Tests

Upon completion of each period of training in the vocational school, an Apprentice will be required to pass a test. In the event of a failure to pass such a test, the Apprentice will be given a second (2nd) opportunity, but in the event of failure to pass on the occasion of the second (2nd) such test, he shall be required to withdraw from the Program.

Section 4: Meaning of “Year”

Wherever reference is made to a year as a Helper or Improver it shall mean a period of not less than two hundred (200) working days; the said period to include time spent at the vocational school.

Section 5: Training Time and Entitlement

Subject to the provisions herein, an Apprentice who is hired by the Company and who has had training in another apprenticeship plan will be given recognition of such training time.

Section 6: On-the Job Training

The Company will ensure that Apprentices will be given the necessary on-the-job training.

ARTICLE IV - SELECTION OF Apprentices

Section 1: Seniority

When the Company requires Apprentices, it is agreed that the vacancy will be posted in the operation, and applicants selected in accordance with the provisions of Article VIII of the Collective Agreement.

Section 2: Successful Applicants

Successful applicants will be assigned as helpers for a three (3) month probationary period, unless the applicant's previous experience renders such assignment unnecessary.

Section 3: Entrance Standards

Entrances to the Program will, in all cases, be subject to the applicant meeting the standards required for acceptance by the Apprenticeship and Industrial Training Branch.

Section 4: Compulsory Entrance

All present Helpers and Improvers employed by the Company must enter the Program. Helpers and Improvers who cannot qualify in their Program will be reclassified as Labourers with no reduction in rate of pay, until such time as they have an opportunity to apply their seniority to obtain a job with equal or a higher rate of pay. Labourers will not be employed in a manner that will interfere with the application of the Program.

Section 5: Age Limit

There will be no age limit for applications

ARTICLE V - TRAINING SCHEDULES

Section 1: Assignment as Helper

All successful applicants, will be registered as Apprentices and be assigned as Helpers for an eleven (11) month period prior to attending a vocational school, unless the applicant's previous experience renders such assignment unnecessary.

Section 2: 4 Year Schedule

The parties recognize that the Industry Training Authority has changed the basis for tracking progression in an apprenticeship to an hours based measure, where as the collective agreement pertaining to apprenticeship training was originally negotiated on an annualized basis.

Therefore, the parties agree to apply the incremental wage rates for apprentices, as outlined in Supplement No. 1 of the collective agreement, in accordance with the following table. The table has been designed with direct reference to the ITA trade training program outline for each respective trade (apprenticeship).

It is understood that progression to the subsequent pay rate increment in the table is contingent on completion of the required technical training.

Should the ITA make further changes to the basis for measuring apprentice progression and completion or should the ITA change the minimum hours required for any given apprenticeship (trade), then Canfor and USW, Local 1-424 will meet to discuss implications.

Trade and Hours Progression	Job Categories
Carpenter (ITA minimum total hours – 5000 hours)	
0 hours to 1250 hours	Helper 1 st Year
1250 hours to 2500 hours	Helper 2 nd Year
2500 hours to 3750 hours	Improver 1 st Year
3750 hours to 4375 hours	Improver 2 nd Year (1 st 6 months)
4375 hours to Certification	Improver 2 nd Year (2 nd 6 months)
@ Certification	Certified Carpenter
Electrician (ITA minimum total hours – 6000 hours)	
0 hours to 1500 hours	Helper 1 st Year
1500 hours to 3000 hours	Helper 2 nd Year
3000 hours to 4500 hours	Improver 1 st Year
4500 hours to 5250 hours	Improver 2 nd Year (1 st 6 months)
5250 hours to Certification	Improver 2 nd Year (2 nd 6 months)
@ Certification	Certified Electrician

Heavy Duty Mechanic (ITA minimum total hours – 6000 hours)	
0 hours to 1500 hours	Helper 1 st Year
1500 hours to 3000 hours	Helper 2 nd Year
3000 hours to 4500 hours	Improver 1 st Year
4500 hours to 5250 hours	Improver 2 nd Year (1 st 6 months)
5250 hours to Certification	Improver 2 nd Year (2 nd 6 months)
@ Certification	Certified HD Mechanic
Machinist (ITA minimum total hours – 6600 hours)	
0 hours to 1650 hours	Helper 1 st Year
1650 hours to 3300 hours	Helper 2 nd Year
3300 hours to 4950 hours	Improver 1 st Year
4950 hours to 5775 hours	Improver 2 nd Year (1 st 6 months)
5775 hours to Certification	Improver 2 nd Year (2 nd 6 months)
@ Certification	Certified Machinist
Millwright (ITA minimum total hours – 6600 hours)	
0 hours to 1650 hours	Helper 1 st Year
1650 hours to 3300 hours	Helper 2 nd Year
3300 hours to 4950 hours	Improver 1 st Year

Millwright (cont'd)	
4950 hours to 5775 hours	Improver 2 nd Year (1 st 6 months)
5775 hours to Certification	Improver 2 nd Year (2 nd 6 months)
@ Certification	Certified Millwright
Steamfitter/Pipefitter (ITA minimum total hours – 5620 hours)	
0 hours to 1405 hours	Helper 1 st Year
1405 hours to 2810 hours	Helper 2 nd Year
2810 hours to 4215 hours	Improver 1 st Year
4215 hours to 4917.5 hours	Improver 2 nd Year (1 st 6 months)
4917.5 to Certification	Improver 2 nd Year (2 nd 6 months)
@ Certification	Certified Steam/Pipefitter
Saw Fitter (ITA minimum total hours – 3360 hours)	
0 hours to 1680 hours	Helper
1680 hours to 2520 hours	1 st Year Completed
2520 hours to Certification	Last 6 Months
@ Certification	Certified Sawfitter

Circular Saw Filer (ITA minimum total hours – 1680 hours)	
0 hours to 1680 hours (Certification)	Helper
@ Certification	Certified Saw Filer
Bench Person (ITA minimum total hours – 1680 hours)	
0 hours to 1680 hours (Certification)	Helper
@ Certification	Certified Bench Person

Section 5: Passing Test

The Apprentice must successfully pass the prescribed test before promotion from Helper to Improver.

Section 6: Journeyman Qualifications

“Subject to the conditions of this Section as listed below it is agreed that following completion of the period of required training and upon becoming certified the journeyman shall receive the certified journeyman’s rate of pay.”

Conditions under which the above will apply:

- a) Only to a journeyman who has gone through the indentured apprenticeship training program under the sponsorship of the Company for which he is working.

- b) That he is working in the maintenance department.
- c) That all work normally done by the maintenance department is being done by the persons employed in the maintenance department.
- d) That nothing in this clause shall prohibit the laying off of journeymen, helpers, or apprentices if they are not required.
- e) That a journeyman may, when facing lay-off, choose to exercise his seniority into categories outside of the maintenance area at the job rate if his seniority and ability entitle him to do so.

Section 7: Vocational School Delay

If any of the periods provided for in Sections 2, 3, or 4 herein are exceeded by reason of vocational school facilities being unavailable, such period of excess shall be credited to the Apprentice in succeeding training requirements.

ARTICLE VI - WAGE RATES

Section 1: Rates and Increments

- a) Wage Rates for Helpers in the first term shall be that specified in the Wage Supplement.
- b) An Apprentice who passes his test shall receive the wage rate as specified in the wage supplement.

- c) The Wage Rate for an Improver shall be that as specified in the wage supplement.
- d) An Apprentice who passes a test in the fourth (4th) period of vocational training shall receive the wage rate as specified in the wage supplement.
- e) Persons employed as Journeymen, and who are certified as such, shall receive the certified rate for the trade as specified in the wage supplement.

Section 2: Expenses

Fares, Lost Time Pay and School Expenses are to be paid by the appropriate Government authorities as part of the cost of the Apprenticeship Plan, with the exception that the employer shall pay the Apprentice while attending Vocational School the difference between the wage subsidy granted by the appropriate Government authorities and the regular wages of the employee concerned.

The employer's contribution for the last two (2) weeks at school will be paid upon the employee's return to work.

Section 3: Delay in Testing

Where an employee incurs delay in taking one of the tests under this Program, through no fault of his own, the delay shall not prejudice his right to wage increments provided for in Section 1 herein.

ARTICLE VII - Advisory Board

Section 1: Constitution

There shall be an Advisory Board for each trade covered by the Apprenticeship Agreement, consisting of two (2) representatives of the Industry, two (2) from the Union, one (1) representing the Vocational School, and one (1) from the Apprenticeship and Industrial Training Branch.

Section 2: Responsibility

The Board shall be responsible for advising the Ministry of Labour, Apprenticeship and Industrial Training Branch, regarding the content of tests, standards of marking and school curriculum with respect to the registered Apprentices. The Board shall not be responsible for the actual setting or making of tests.

ARTICLE VIII - GENERAL PROVISIONS

Section 1:

Persons presently employed as Journeymen, who do not wish to become certified, shall continue to be employed as Journeymen.

Section 2:

Persons employed as Journeymen, who take the Tradesmen Qualification Exam and fail, shall continue to be employed as Journeymen.

Section 3:

If a present Journeyman fails to pass the test for a voluntary Tradesmen's Qualification Certificate, he can then become indentured as an Apprentice at no reduction of pay.

Section 4:

There will be a three (3) man committee established to process applicants who make application to be tested under the voluntary Tradesman's Qualification, or who become indentured under the Apprenticeship and Tradesman's Qualification Act. The committee will determine what vocational training is necessary for persons indentured as Apprentices. Representation on the committee shall consist of the following:

- a) One (1) Representative from the Union.
- b) One (1) Representative from the Industry.
- c) One (1) Representative from the Apprenticeship Branch.

Vocational training will be conducted during day courses. Textbooks and study material will be made available when required.

ARTICLE IX - TOOLS

Section 1:

All Journeymen tradesmen shall be required to have, and shall not qualify for the Journeyman rate unless they have, a full kit of hand tools necessary to perform the job

for which they are hired, with the exception of machinery or tools which shall not be deemed to fall within the responsibility of the Journeyman.

Section 2:

The Improver shall be required to have and maintain a basic tool kit and to be in the general process of building up the necessary tools to equip himself for the job.

Section 3:

The Helper generally shall not be required to own tools, and shall use those designated to him. However, in his own interest he should commence the process of building up a tool kit.

**SUPPLEMENT NO. 4B - APPRENTICESHIP
TRAINING PROGRAM**
in respect to the
TRADES OF FILING AND FITTING

ARTICLE 1 - GENERAL PRINCIPLES

1. Plan “A” - Saw Fitter’s Apprenticeship Training Program

To cover the trade of the Saw Fitter which is defined as follows:

To be competent to fit all types of saws, circular saws, band saws, gang saws, chain saws, etc.

- a) Operate, repair and adjust all saw sharpening equipment and tools.
- b) Basic techniques in welding of saws.
- c) Maintain guides and water lines.
- d) Basic techniques in benching of circular saws, slashers and trim saws.

NOTE: It is agreed that the Parties will not use the training program to change the job content of the jobs of the present saw fitters.

Plan “B” - Circular Saw Filer Apprenticeship Training Program

To cover the trade of a circular Saw Filer which is defined as follows:

Must be a qualified Saw Fitter and be competent to bench all circular and gang saws (tensioning, weld cracks and weld on teeth): be able to repair and maintain all filing room equipment, only as it applies to his job.

Plan “C” - Benchman Apprenticeship Training Program

To cover the trade of Benchman which is defined as follows:

1. Must be a qualified Saw Fitter and Circular Saw Filer, in addition must be able to bench circular and band saws. Must have a working knowledge of all allied sawmill machinery including the lining up of head rigs and grinding of band wheels.
2. The Parties agree that the object of the above Plans is to improve the knowledge and skill of persons employed as filers and fitters in the industry.
3. The normal period of training will be:

Safety is an important part of the training program as outlined below; as such, it forms an integral part of each phase of the program.

a) Saw Fitters

Pre-apprenticeship Training — in-plant three (3) months.

1st term:

- a) Three (3) weeks at school, depending on size of class - then writes an examination.
- b) Eleven (11) months in-plant training.

2nd term:

- a) Three (3) weeks at school, then writes an examination.
- b) Eight (8) months in-plant training.

3rd term:

- a) Three (3) weeks at school, then writes an examination - if he passes the test, he becomes certified as a Saw Fitter.

b) Circular Saw Filers

Must spend a minimum of three (3) months' in-plant training as an apprentice Circular Saw Filer.

1st term:

- a) Four (4) weeks at school, then writes an examination.
- b) Eight (8) months in-plant training.

2nd term:

- a) Two (2) weeks at school, then writes an examination. If he passes the test, he becomes a Certified Circular Saw Filer.

c) Benchman

Must spend a minimum of three (3) months' in-plant training as an apprentice Benchman.

1st term:

- a) Three (3) weeks at school, then writes an examination.
- b) Eleven (11) months in-plant training.

2nd term:

- a) Two (2) weeks at school, then writes an examination. If he passes the test, he becomes a Certified Benchman.

NOTE:The above periods of in-school training may be altered by mutual agreement, subject to the experience in the Industry and in consultation with the Apprenticeship Branch of the Department of Education.

- 4. All provisions of the Collective Agreement will be applicable to apprentices in the Plan.
- 5. Once started in this Plan, the apprentice, subject however to the provisions of the Collective Agreement, will have the right to continue in any one (1) program providing he passes all of the prescribed tests and work being available to him.

6. a) Upon completion of each period of training in the Vocational School, an apprentice Saw Fitter will be required to pass a test. In the event of failure to pass such a test, the apprentice Saw Fitter will be given a second (2nd) opportunity but in the event of failure to pass on the occasion of the second (2nd) such test he will be required to withdraw from the Plan. Any Saw Fitter apprentice who fails to qualify at any stage of the Program will be allowed to apply his seniority as it is applied in a lay-off. On completion of the third (3rd) period of training in Vocational School an apprentice Saw Fitter will be required to pass a test. On passing the test he will become a certified Saw Fitter.
- b) On completion of the first (1st) period of training in Vocational School an apprentice Circular Saw Filer will be required to pass a test. In the event of failure to pass such a test the apprentice Circular Saw Filer will be given a second (2nd) opportunity, but in the event of failure to pass on the occasion of the second (2nd) such test he will be required to withdraw from the Program and return to the position of Saw Fitter .

On completion of the second (2nd) period of training in Vocational School an apprentice Circular Saw Filer will be required to pass a test. On passing the test he will become a Certified Circular Saw Filer. In the event that he fails to pass the test, he will be given a second (2nd) opportunity. If he passes the test on the second (2nd) occasion he becomes a Certified Circular Saw Filer. Should he fail to pass the test on the second occasion he will be required to withdraw

from the program and return to the position previously held, that of Saw Fitter.

- c) On completion of the first (1st) period of training in Vocational School an apprentice Benchman will be required to pass a test. In the event of failure to pass such a test the apprentice Benchman will be given a second (2nd) opportunity, but in the event of failure to pass on the occasion of the second (2nd) such test he will be required to withdraw from the Program and return to the position of Circular Saw Filer.

On completion of the second (2nd) period of training in Vocational School an apprentice Benchman will be required to pass a test. On passing the test he will become a Certified Benchman. In the event that he fails to pass the test, he will be given a second (2nd) opportunity. If he passes the test on the second (2nd) occasion he becomes a Certified Benchman. Should he fail to pass the test on the second occasion he will be required to withdraw from the program and return to the position previously held, that of Circular Saw Filer.

- 7. Wherever reference is made to a year as an Apprentice, it will mean a period of not less than two hundred (200) working days, the said period to include time spent at the Vocational School. In the event a participant works less than two hundred (200) days and has attended Vocational School within the year, he may be given the opportunity to take the required test.

8. Subject to the provisions herein, an apprentice will be entitled to recognition of training time in the Plan in the event of his moving from one employer in the Industry to another.

ARTICLE 2 - SELECTION OF APPRENTICES

- a) Present trainees who are employed full-time, will be indentured in the Program.
- b) Upon entering the filing room, spares will be indentured into the apprenticeship program subject to the limitations of General Principles, point 5 contained herein.
- c) Subject to General Principles, point 5 trainees will be allowed to complete their program to meet the requirements of the operation in which they work.
- d) Saw Fitter Apprentices:It is agreed that the vacancy will be posted in the operation and applicants selected in accordance with the provisions of Article VIII - Seniority.
- e) Circular Saw Filer Apprentices:It is agreed that the vacancy will be posted in the operation and applicants selected in accordance with the provisions of Article VIII - Seniority. Applicants must be Certified Saw Fitters.
- f) Benchman Apprentices:It is agreed that the vacancy will be posted in the operation and applicants selected in accordance with the provisions of Article VIII - Seniority. Applicants must be Certified Circular Saw Filers.

ARTICLE 3 - CERTIFICATION OF PRESENT TRADESMAN

Present Saw Fitters, Circular Saw Filers, and Benchman employed in the Industry who do not wish to become certified shall not have their seniority rights prejudiced through lack of certification.

Present Saw Fitters, Circular Saw Filers, and Benchman will have the right to write a qualifying examination in their respective classification. If they pass the examination they shall receive the appropriate certified rate. If they fail the examination they shall be slotted into the appropriate apprenticeship program with the view to upgrading and eventually becoming certified. Should they fail as per the steps outlined in 6(a), (b), or (c), they will be subject to the provisions outlined therein.

Present tradesmen, who write the Tradesman Qualification Examination will be tested on the basis of the job content of the present jobs in the filing room in which they work.

ARTICLE 4 - ADVISORY BOARD

1. There will be an Advisory Board consisting of two (2) representatives of the Industry, two (2) from the Union, one (1) representing the Vocational School and one (1) from the Apprenticeship Branch.

2. The Board will be responsible for advising the appropriate school authorities, Department of Education and Department of Labour regarding the content of tests, standards of marking and the school curriculum.
3. The Board will not be responsible for the actual setting or marking of tests.

OUTLINE OF FILER'S AND FITTER'S TRAINING PROGRAM

FITTER'S APPRENTICESHIP PROGRAM

<u>Instruction Breakdown</u>	<u>Weeks</u>	<u>Work Involved</u>
<u>1st Term:</u> Fitting bandsaws and gangs	3 weeks	Reasons for swage. Swage and shaper adjustment. Reasons for crumble, etc. Tooth profile. Sharpener operation.
Fitting Circular Saws		Setting and sharpening of cutoff saws. Automatic and hand gumming. Swaging, shaping and sharpening circular rip saws. Automatic and hand sharpening. Spring set circular rip saws. Sharpening and re-toothing. Inserted tooth cutoff and rip.
Grinding wheels. Instruction of types, dressing, etc.		
<u>2nd Term:</u> Review of 1st year school training.	3 weeks	As 1st year
Repair and adjust equipment used by a fitter.		

All phases of filing room welding (acetylene)
- theory and practical.

Gauge setting. Flame adjustment. Tip size. Torch handling . Penetration
Welding cracks.

All phases of chainsaw filing

Carbide
(tipping and dressing only)

Preparing seats, brazing in carbide, teeth - dressing.

3rd Term:

3 weeks

Review 2nd term

Preliminary circular saw anvil instructions

Leveling, tensioning, plumbing

Capable of hammering slashers, trim saws.

Guide maintenance on bandsaws, straight and pressure. Shear Board setting, Wheel scrapers. Water lines.

Theory

Welding

Point build up Tooth replacement Benching of welds.

CIRCULAR SAW FILER'S APPRENTICESHIP PROGRAM

1st Term:

4 weeks

To become proficient in hammering all circular saws, rip and cutoff used in sawmill and planer.

All circular saws including hollow ground. (Theory 108 cut off) Thin edgers. Carbide double arbour. Review of Basic Shop Mathematics.

2nd Term:**2 weeks**

Benching gang saws,
stretcher roll and heat.

Leveling tension and back.
Check Tabs. Theory

Filing room machine maintenance.
Be able to maintain and repair
all filing room equipment.
Troubleshooting of Circular Saw
machinery.

BENCHMAN APPRENTICESHIP PROGRAM**Instruction
Breakdown****Weeks****Work Involved****1st Term:****4 weeks**

Complete bandsaw - benchwork
(roll stretcher and heat).

Bench bandsaws in entirety.
Stretcher roll and heat

Strain calculations.

Welding

Further training

Learn alignment of mill machines.
Head rig, edger, re-saws,
trim cut off, etc. Band mill
Wheel Grinding.

Theory

2nd Term:**2 weeks**

Saw Capacity Study

Theory

Feeds, tooth bite gullet
capacity saw speeds, tooth
spacing (Circular and band)

Trouble shooting

SUPPLEMENT NO. 5 – FIREFIGHTING AGREEMENT

The following terms and conditions shall be applicable for the duration of the current Collective Agreement during “Company Responsibility Fires”.

It is understood that the terms of this Agreement only apply to the employees in the employ of the Company at the time the fire started. Any person hired for Firefighting after the start of the fire will work under the rates and conditions as required by the B.C. Forest Service.

1. DEFINITIONS

a) Accidental Fire

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

b) Slash Escape Fire

Any slash fire ignited by the Company that has escaped the pre-determined boundaries and requires active measures to extinguish.

c) Slash Control Fire

Any slash fire ignited by the Company which is contained within the pre-determined boundaries, or alternatively, any slash fire which has escaped

such boundaries but is not considered out of control and does not require active measures as contemplated in a) and b) above.

d) Company Responsibility Fire

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

e) Forest Service Fire

Any fire in respect of which the B.C. Forest Service accepts responsibility for direction of measures to extinguish.

f) Fire Fighting Rates

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

g) Regular Job Rates

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

h) Statutory Rates

Rates or pay established by B.C. Forest Service for fire fighting.

2. COMPANY CONTROLLED TIMBER

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

3. FIRE FIGHTING RATES

- a) The basic rate shall be the base rate shown in the Collective Agreement and shall apply to all employees engaged in firefighting Company Responsibility Fires except those performing one of the following firefighting jobs:

CATEGORY	July 1/09	July 1/11	July 1/12
Crew Boss	\$26.765	\$27.300	\$27.846
Cat Operators	\$26.719	\$27.253	\$27.798
Skidder Operators	\$26.222	\$26.746	\$27.281
Power Saw Operators	\$26.094	\$26.616	\$27.148
Mechanics – Regular Job Rates, Slip-on Tanks and/or Trailer	\$26.445	\$26.974	\$27.513
Tank with Pump (Driver Operator), Water Tank Truck with Pump, (Driver Operator)	\$25.827	\$26.344	\$26.871
Service Truck / Bus Drivers	\$25.738	\$26.253	\$26.778
Pumpman	\$25.793	\$26.309	\$26.835

- c) 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, tradesman, 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 the day in question are exclusively related to firefighting operations.
- c) Regular job rates will apply only for the duration of the regular production shift in which the fire started.
- d) Where employees are working in job classifications during fire fighting, other than those set out herein, job rates will apply.

4. BOARD AND LODGING

(While fighting Company Responsibility Fires)

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

5. TRAVEL TIME

Travel time for employees engaged in firefighting will be paid in accordance with the Collective Agreement.

6. SLASH BURNING

All employees engaged in patrolling or controlling slash fires that have been set by the Company will be paid their regular job rate and overtime conditions will apply.

7. INTERPRETATIVE NOTES

- a) When active firefighting ceases to be necessary, rates and overtime conditions for fire patrol will revert to normal conditions provided for in the Collective Agreement .

- b) The meaning of the word “extinguish” as used in this agreement shall include the act or process of suppression to the point where the fire requires fire patrolmen only.
- 8.** All provisions of the Collective Agreement except as amended or modified herein shall continue to apply.

SUPPLEMENT NO. 6 – JOB EVALUATION PLAN

B.C. NORTHERN INTERIOR SAWMILL AND POLEYARD

ARTICLE 1 - PRINCIPLES AND PROCEDURES

The Parties to this Agreement mutually agree to implement and administer a job evaluation program for the Northern Interior sawmilling sector, effective with the renewal of this agreement, in accordance with the principle and procedures adopted in the B. C. Northern Interior Sawmill & Poleyard Job Evaluation Manual (herein referred to as the "Manual"). Guidelines for manual interpretation and gradings on record will serve as the basis for subsequent evaluation consistent with any future decisions rendered by the Industry Standing Committee.

ARTICLE 2 - INDUSTRY STANDING COMMITTEE

There shall be a Standing Committee constituted and named the B. C. Northern Interior Standing Committee to consist of one (1) designated representative of the C.O.N.I.F.E.R. Group, one (1) designated representative of Canadian Forest Products Ltd., one (1) designated representative of the Babine/Houston Group, and two (2) or more designated representatives of USW.

ARTICLE 3 - FUNCTION OF THE INDUSTRY STANDING COMMITTEE

The B. C. Northern Interior Industry Standing Committee shall provide general oversight of the operation of the Plan with responsibility of:

- a) Resolving all job evaluation problems referred by the Industry Job Evaluation Committee;
- b) Resolving any other job evaluation matters involving the job evaluation plan that fall within its jurisdiction.

ARTICLE 4 - INDUSTRY JOB EVALUATION COMMITTEE

- a) Each Company participating in the B. C. Northern Interior Sawmill and Poleyard Job Evaluation Plan shall designate an evaluator to be its member representative to the Industry Job Evaluation Committee and USW shall designate one (1) member representative.
- b) Wherever possible the efforts by the members of the Industry Job Evaluation Committee may be consolidated for practical purposes.
- c) The Industry Job Evaluation Committee shall assume general responsibility for the uniform administration of the job evaluation program.
- d) The unanimous decision of the said Committee shall be final and binding on the Parties hereto.

ARTICLE 5 - PLANT JOB REVIEW COMMITTEE

- a) There shall be a Committee constituted in each Sawmill Plant named the Plant Job Review Committee to consist of two (2) members representative of Management and two (2) members representative of the employees. At least one (1) representative of Management must be a member of the Plant's salaried staff or Management, and at least one (1) representative of the employees must be an employee of the Plant whose job is subject to Sawmill Job Evaluation. Management may choose their second representative from amongst persons not employed at the plant, and the Union may do likewise except that neither Party may choose as its representative a member of the Industry Job Evaluation Committee or any person who is employed as a job evaluator by the Company or by USW.
- b) The Company shall reimburse any of its hourly-paid employees for time lost from his regular work schedule while acting as a member of the Plant Job Review Committee or while presenting information, regarding his own job, before a regularly convened meeting of the Plant Job Review Committee. The Company shall not be responsible for remunerating employee representatives who are not its hourly-paid employees.

ARTICLE 6 - FUNCTION OF THE PLANT JOB REVIEW COMMITTEE

- a) The Plant Job Review Committee will be responsible for seeing that all requests for evaluation or re-evaluation of jobs are adequately and accurately documented before being passed to the Industry Job Evaluation Committee for further action.

The documents required will include a "Request for Job Evaluation" form, submitted either by an individual employee or by local management, and a fully completed "Job Study Record" form that provides sufficient information for the subsequent work of the Industry Job Evaluation Committee. The form of the documents, the procedure for submitting and handling them and the time limits for completion may be amended as required by the Industry Job Evaluation Committee in accordance with Article 4 of this Supplement.

- b) Decisions of the Plant Job Review Committee respecting the appropriateness of a request for evaluation or re-evaluation, or respecting the adequacy or accuracy of documents, shall be by unanimous agreement. Failing such agreement, the Plant Job Review Committee shall at the request of any one of its members, immediately forward the Request for Job Evaluation, together with any other documents on which there is unanimous agreement to the Industry Job

Evaluation Committee and shall then have no further responsibility for documenting that request.

- c) When the Industry Job Evaluation Committee has made a decision respecting the evaluation of a job, it shall communicate that decision to the appropriate Plant Job Review Committee in the form of a Letter of Understanding. The Plant Job Review Committee will be responsible for informing management and the employees concerned. A decision of the Plant Job Review Committee that an Application for Job Evaluation should not be forwarded to the Industry Job Evaluation Committee will, similarly, be communicated with reasons to those concerned.
- d) Nothing in this Article limits the right of the Industry Job Evaluation Committee to determine the facts about any job, by direct observation or otherwise, or to amend any job description submitted to them in support of a Request for Job Evaluation.

ARTICLE 7 - APPLICATION OF PROGRAM

The job evaluation program shall apply to all hourly-paid employees in the B.C. Northern Interior Sawmill Industry except those categories listed below:

Engineer & Fireman (Boiler House)
Millwright
Planerman/Millwright

Machinist
Welder
Pipefitter - including Sprinklerman
Mechanic
Electrician
Painter
Carpenter
Steamfitter
Boilermaker
Sawfitter, Circular Saw Filer and Benchman
Grinderman
Oiler
and Improvers and Helpers to the above trades.

ARTICLE 8 - DIRECTION OF WORK

Job Evaluation descriptions are written with the intent to set forth the general duties and requirements of the job and shall not be construed as imposing any restriction on the right of the Company to create a new job or to assign duties to employees other than those specifically mentioned in job descriptions, provided always that if the assignment of such duties changes the job content sufficiently to justify a review of the evaluation the Industry Job Evaluation Committee shall make such a review in accordance with the procedure set out herein.

ARTICLE 9 - RE-EVALUATION

- a) When a job has moved to a higher group as a result of re-evaluation, the resulting rate shall be retroactive from the date that Management or the employee has applied to the Plant Job Review Committee for re-evaluation.

- b) When a job is moved to a lower grade as a result of re-evaluation, the incumbents shall maintain their job rate as a red circle rate subject to the provisions of Article 11 herein.

ARTICLE 10 - NEW JOBS CREATED

Where the Company has exercised its right to create a new job, a temporary rate shall be set by Management.

- a) When the evaluated rate for a new job is higher than the temporary rate, the resulting rate shall be retroactive from the date that the job was installed.
- b) When the evaluated rate for a new job is lower than the temporary rate, the incumbent(s) shall continue the temporary rate.

ARTICLE 11 - RED CIRCLE PROTECTION

- a) The Company shall supply the Union with a list of employees holding red circle jobs, the said list to include the name of the employee, name of the job category filled, the evaluated rate for the job, and the actual rate paid.
- b) Employees on red circle rates who are promoted to a higher rate shall regain the red circle rate if subsequently found incompetent to continue in the higher grade.
- c) Employees holding red circle jobs who are demoted during a reduction of forces, shall be paid only the evaluated rate for the job to which they are assigned. If at a later date, an

employee is reassigned to their former job they shall regain their red circle rate.

- d) If an employee is temporarily transferred at the request of the Company, they shall retain their existing rate or receive the rate for the new job, whichever is higher. On return, to their regular job the said employee shall regain their red circle rate.

ARTICLE 12 - REFERRAL PROCEDURE

- a) When the Industry Job Evaluation Committee has decided the outcome of a Request for Job Evaluation, it shall transmit its decision to the appropriate Plant Job Review Committee in the form of a Letter of Understanding.
- b) An evaluation done by the Industry Job Evaluation Committee shall be final and binding on the Parties, but at any time after five (5) years since the last evaluation or re-evaluation of a job, Management or an individual employee may submit a request for re-evaluation of that job and no other reason than the elapsed time shall be necessary.
- c) If the Industry Job Evaluation Committee is unable to reach agreement regarding the disposition of a Request for Job Evaluation or any other matter regarding the job evaluation program which falls within their jurisdiction the matter shall be referred to the B.C. Northern Interior Industry Standing Committee for settlement.

- d) All communication between any Plant Job Review Committee and the Industry Job Evaluation Committee referred to above shall be effective by sending one (1) copy to the Union representative or representatives on the Committee and one (1) copy to the Employer representative or representatives. In the case of communications to a Plant Job Review Committee, the Union representatives will be addressed care of the office of the appropriate Union Local.

In the case of communications to the Industry Job Evaluation Committee, the Union representative will be addressed care of the offices of USW and the employer representative care of the offices of the Company. The employer representative will then designate their evaluator regarding the disposition of any request for job evaluation.

ARTICLE 13 - TRAINING PROGRAM

A program of training for members of the Plant Job Review Committee in each plant shall be instituted, the details of which shall be arranged by those companies included in the B.C. Northern Interior Sawmill and Poleyard Job Evaluation Plan and USW.

ARTICLE 14 - GENERAL PROVISIONS

When the Company terminates a job, or a job is not occupied during a period of one (1) year, a record as to the cancellation, of the applicable job description and classification shall be established.

SUPPLEMENT NO. 7 - ALTERNATE SHIFT SCHEDULING

A. FLEXIBILITY OF HOURS OF WORK

The Parties recognize the need for flexibility of hours other than those outlined in Article VII - Hours of Work, Sections 1 and 2 for the express purpose of better utilization of manpower and capital such as:

Balancing of production

Maintenance

Market requirements

Even flow production

Continuous scheduling (e.g. Logging, Engineers, Fireman, Maintenance, Watchman)

B. SHIFT SCHEDULING

The Parties agree that the following shift schedules are examples of the type that will provide flexibility required to meet the needs expressed above provided the provisions of Article VII Section 15 (b) (i) and (ii) have been met.

1. Logging

- i) Compressed schedules consisting of 10 hours per day, 4 days per week.
- ii) Continuous schedules such as 4 days on 4 days off, or 7 days on 7 days off.

- iii) Non-continuous schedules such as 10 days on 4 days off, or 15 days on 6 days off, or 20 days on 8 days off, to consist normally of 8 hours per shift.

2. Manufacturing

- a) Two (2) crews working 4 days, 10 hours per shift.
- b) Three (3) crews working Monday to Saturday, 10 hours a shift not to exceed 40 hours per week.
- c) Four (4) crews working in continuous seven (7) day operations may be scheduled to work shifts other than (a) and (b) above.

3. Maintenance

- a) Shifts of up to 10 hours per day, 40 hours per week, Monday to Sunday inclusive.
- b) Three (3) shifts per week, not exceeding 12 hours per day.

C. IMPLEMENTATION

Any variation(s) to Article VII - Hours of Work, shall be implemented only upon completion for the following steps.

- 1. The Company and the Local Union will meet to discuss proposed shift schedules within the terms of Article VII, Section 15. Prior to the

implementation of such schedules, the Parties must mutually agree on the resolution of issues such as:

- a) Details of shift
 - b) Details of Statutory Holidays, Floating Holidays, Bereavement Leave and Jury Duty.
 - c) Maximum lengths of shifts for physically demanding work. Accident prevention is a factor to be taken into account in determining shift lengths.
 - d) The loss of hours/employment as a direct result of the implementation of alternate shift schedules.
 - e) The use of employees for supplementary production work.
2. The Plant Committee and the crew will be actively consulted by the Parties during this process.

D. GENERAL PRINCIPLES

When an alternate shift schedule is in effect other provisions of the Master Agreement will be administered on the principle that an employee will not lose or gain any benefits over his normal five day schedule.

1. 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.
2. Different parts of an operation may be scheduled on different shifts.
3. The principle of a forty (40) hour week is to be maintained over an averaging period.
4. This Article shall not change existing alternate shift agreements, unless agreed to by both Parties.
5. Earned vacations will be scheduled on the same basis as days and hours worked under the alternate shift schedule.
6. 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.
7. 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.
8. An employee whose rest days are changed by the Company under an established alternate shift schedule, shall receive rate and one-half for work performed on his rest days unless a change in rest day results from the application of seniority

or has been agreed to between the employee and the Company.

9. There shall be no premiums pay paid to any employee whose rest days are changed because of the implementation or discontinuance of an alternate shift schedule.

SUPPLEMENT NO. 8 – SUPERVISOR TRAINEES

Notwithstanding Article VIII, Section 9, of the Collective Agreement, it is agreed that an employee can be transferred to a supervisory position for a trial period of ninety (90) calendar days.

During this period he shall continue to accumulate seniority. In the event he does not continue to be employed in the supervisory position during the ninety (90) calendar days he shall return to the bargaining unit to the job held at the time of his promotion.

SUPPLEMENT NO. 9 – UNION SECURITY

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

It is agreed that the application of the above Section means that when an employee fails to maintain his membership in good standing by refusing to pay dues and assessments and provided proper notice has been given in accordance with the Agreement the employee will be discharged for such refusal.

Letter of Understanding

Between

Canadian Forest Products Ltd.

And

United Steelworkers Locals 1-417, 1-424 and 1-405

Seniority Retention

As a result of the unprecedented economic meltdown, all laid off regular employees with seniority retention as of and following July 1, 2009, shall retain their seniority for the duration of this Collective Agreement. This Letter of Understanding shall be applicable from July 1, 2009 to June 30, 2013.

- In the event of a permanent plant closure, employees on extended layoff during the extended seniority retention period, for the purpose of Permanent Plant Closure – Severance Pay, "continuous service" shall not include the period of extended seniority retention.
- In the event of a permanent plant closure occurring after the employee has been recalled, Permanent Plant Closure – Severance Pay, "continuous service" shall include the period of extended seniority retention.

This Letter of Understanding shall cease June 30, 2013, and seniority retention will revert to the terms of the Collective Agreement.

DATED this 20 day of February, 2010.

FOR:


Canadian Forest Products Ltd.


United Steelworkers,
Wood Council Chair

