

The logo for Excel Transportation Inc. is prominently displayed in a large, stylized, bold font. Below the main logo, the words "TRANSPORTATION INC." are written in a smaller, sans-serif font. To the right of the main logo, there is a small graphic of a truck. The background of the entire page features a black and white photograph of a large semi-truck parked on a dirt road. A person is standing near the front of the truck. In the foreground, there are several large, white, 3D arrows pointing towards the right side of the page.

EXCEL
TRANSPORTATION INC.

Collective Agreement

Excel Transportation Inc.

and

U.S.W. Local 1-2017

May 1st 2017 – April 30th 2021

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AGREEMENT

THIS AGREEMENT entered into this 1st day of May, 2017.

**BETWEEN: EXCEL TRANSPORTATION INC.
(hereinafter known as the 'Company')
OF THE FIRST PART**

**AND: USW, LOCAL 1-2017
Affiliated with C.L.C.
(hereinafter know as the 'Union')
OF THE SECOND PART**

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

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

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 1 - BARGAINING AGENCY

Section 1:

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:

The Party of the First Part agrees that the bargaining authority of the Party of the Second Part shall not be impaired during the term of this 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 of the Party of the Second Part unless ordered by due process of law to recognize some other bargaining authority.

ARTICLE 2 - DEFINITION

The term 'employee' as used and for the purpose of this Agreement shall include all persons employed by the Company on whose behalf USW, Local 1-2017 have been certified as bargaining agents, except and excluding foremen and others having authority to hire and fire, office workers, supervisory officials and salesmen.

ARTICLE 3- MANAGEMENT

Section 1:

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:

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

ARTICLE 4 - UNION SECURITY

Section 1:

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

Section 2:

All employees shall, within thirty (30) calendar days after the execution of this Agreement, or thirty (30) calendar days after entering employment, whichever date last occurs, become members of the Union and maintain membership therein throughout the term of this Agreement, as a condition of continued employment.

Section 3:

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

Section 4:

- a) Any employee who fails to maintain his/her membership in the Union as prescribed herein by reason of refusal to pay dues and assessments, shall be subject to discharge after seven (7) days written notice to the Company of the said employee's refusal to maintain his/her membership.
- b) It is agreed that the application of this Section means that when an employee fails to maintain his/her 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.

Section 5:

- a) No employee shall be subject to any penalties against his/her application for membership or reinstatement, except as may be provided for in the USW Constitution and in accordance with the By-Laws of Local 1-2017 which the Local Union certified 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:

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 are 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 _____

EMPLOYEE _____ BIRTHDATE (DD/MM/YYYY) _____

EMAIL _____ CELL _____ PHONE _____

MAILING ADDRESS _____ CITY _____ 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 1-2017 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. 1-2017, 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. _____

Keep Original, Forward YELLOW copy to Local Union

Section 7:

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, named therein, 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:

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.

ARTICLE 5 - WAGES

Section 1:

- Effective the commencement of the first pay period following May 1, 2018, the hourly rate of all job categories will be increased by two and one-half per cent (2.5%).
- Effective the commencement of the first pay period following May 1, 2019, the hourly rate of all job categories will be increased by two per cent (2%).
- Effective the commencement of the first pay period following May 1, 2020, the hourly rate of all job categories will be increased by one per cent (1%).

Effective December 1, 2005, the CVIP Premium will be \$1.25 per hour upon proof of CVIP Certification.

The following is the resulting wage table:

	First PP Following May 1, 2018	First PP Following May 1, 2019	First PP Following May 1, 2020
Mechanic, Certified	\$34.78	\$35.48	\$35.83
Mechanic, Uncertified	\$26.78	\$27.32	\$27.59
Serviceman and Tireman	\$26.78	\$27.32	\$27.59
Welder, A Ticket	\$34.78	\$35.48	\$35.83
Welder, B Ticket	\$31.30	\$31.93	\$32.25
Welder, C Ticket	\$27.82	\$28.38	\$28.66
Welder, Uncertified	\$26.78	\$27.32	\$27.59
Mechanic Apprentice			
1 st year, 70% of certified rate	\$24.35	\$24.84	\$25.08
2 nd year, 75% of certified rate	\$26.09	\$26.61	\$26.87
3 rd year, 80% of certified rate	\$27.82	\$28.38	\$28.66
4 th year, 90% of certified rate	\$31.30	\$31.93	\$32.25
Shop Labourer	\$16.73	\$17.06	\$17.23
Casual Work (Clean up)	\$13.59	\$13.86	\$14.00
Truck Driver	\$29.73	\$30.32	\$30.62

Premiums As Of June 3, 2007

Charge Hand Premium	\$1.00
CVIP Premium	\$1.25
Multi-Trade Certificate Premium	\$1.50

Section 2: First Aid Attendants

- a) Designated First Aid Attendant with a Level 3 designation will be paid an additional eighty five cents (85¢) per hour worked.
- b) Where a Company is paying a bonus or premium(s) greater than set out above, it shall keep such policy in effect.

Section 3:

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.

All shop employees who rotate shifts shall be paid a shift differential of twenty-one cents (21¢) per hour worked regardless of shift.

Section 4:

In the event that job conditions change, or new machinery is installed, or a new category is established, the Union and the representatives of the Company agree to meet to discuss designation and wage rates to be paid to the employees concerned.

Section 5:

- a) **Driver in Training:** Effective June, 1, 2007 any New Driver in Training hired on or after June 1, 2007 will be paid an hourly rate equivalent the driver rate less \$4.00 per hour. This rate will be applicable for any New Driver in Training while training with a New Driver Trainer and until such time as the Driver Trainer deems the New Driver in Training competent to assume driving responsibilities on their own.
- b) **New Driver Trainer:** The Company may select employees to be a "New Driver Trainer." The Company will post a notice to solicit applications for the role of "New Driver Trainer" and clearly outline the criteria on which selection will be based. Where two or more applicants meet the criteria then seniority will be the basis of the selection. The "New Driver Trainer" will be paid an hourly premium of \$5.00 per hour worked for time spent in training a "Driver in Training." New Driver Trainers selected by the Company will be trained and certified to be trainers for this purpose.

ARTICLE 6 - PAY DAYS

- a) The Company shall provide for paydays every second week.
- b) Each employee shall be furnished with an itemized statement of earnings and monthly deductions. The parties agree that this may be done electronically via computer.
- c) All employees hired will participate in an automated direct deposit payroll and will provide the necessary banking and account information to the Company accordingly.

ARTICLE 7- HOURS OF WORK AND COMPENSATION

The purpose of this Article is to outline the hours of work of both Truck Drivers and Shop Employees, along with the applicable compensation particulars.

Section 1: Drivers

Truck Driver haul assignments may be structured for scheduling and compensation purposes as either "Hourly" or "Trip Rate" based. Drivers may be assigned to either arrangement in keeping with the application of Article 8, Section 10: Haul Postings. A given haul assignment may be altered from Hourly to Trip Rate or vice versa at the discretion of management. Drivers are expected to work five (5) days per week, within the limits of the applicable Transport Canada Hours of Service Regulations.

Section 1, a – Drivers (Hourly)

- i. Overtime will be paid at rate and one-half (1.5x) for all hours worked in excess of eleven (11) hours in a day.
- ii. Drivers may opt to work beyond the expected five (5) days per week on a voluntary basis. Straight time driver rate of pay will be applicable in this circumstance with the exception of (i) above. Drivers will only be permitted to work beyond the expected five (5) days per week on a voluntary basis contingent on all drivers in the bargaining unit having the opportunity to work a five (5) day schedule.

Section 1, b – Drivers (Trip Rate)

The parties agree to maintain a "Trip Rate Administration Committee", for the purposes as specified in this Article. The Committee will be comprised of two management representatives and two union representatives.

Sub section 1, b, i, Initial Trip Rate:

- a) The Trip Rate Administration Committee will be convened as soon as practicable for the purpose of reviewing the cycle time to be applied to an Initial Trip Rate. This will take place prior to the implementation of an Initial Trip Rate; however, if the Trip Rate Administration Committee is unable to meet due to extraordinary circumstances (e.g. members on vacation, bereavement leave, customer timing demands, etc.), Management may implement a Temporary Trip Rate which will be subject to review by the Committee as soon as possible after the implementation.
- b) The establishment of an Initial Trip Rate for a particular haul will be based on the best estimation of the cycle time as provided for through analysis of all available data; including route analysis, speed limits, and other tools as may be available. The basis for calculation of an Initial Trip Rate will be exclusively by the application of the straight time hourly driver rate to the cycle time.
- c) In the event of a disagreement within the Trip Rate Administration Committee in regard to issues around the cycle time to be applied to an Initial Trip Rate, the matter will be referred to a mutually agreed upon third party for binding resolution. The third party review will be completed within thirty (30) days of the referral. Where the third party review results in an increase to the trip rate, the increase shall be retroactive to the date of the referral. Costs of the third party review shall be equally shared between the Company and Union. The parties will establish a list of available third party options within thirty (30) days of ratification of the 2015-2017 collective agreement.

Sub section 1, b, ii, Established Trip Rate:

- a) Once an Initial Trip Rate is agreed to under “b” above, or resolved under “c” above, it is deemed to be an Established Trip Rate.
- b) An Established Trip rate will be reviewed at the request of either the Union or Company representatives of the Trip Rate Administration Committee. In the event of a request for a review, the Committee will be convened as soon as practicable. If available, ALL trip cycle time data for the previous full calendar year will be examined for the purposes of the review. Upon agreement of the Trip Rate Administration Committee to an adjustment to the cycle time applicable to an Established Trip Rate, the revised Established Trip Rate will be prospective.

- c) In the event of a disagreement within the Trip Rate Administration Committee in regard to a variation of an Established Trip Rate, the matter will be referred to a mutually agree upon third party for binding resolution. The third party review will be completed within thirty (30) days of the referral. Where the third party review results in an increase to the trip rate, the increase shall be retroactive to the date of the referral. Costs of the third party review shall be equally shared between the Company and Union.

Sub section 1, b, iii, Trip Rate General Principles:

- a) ALL trip rates will be based on the straight time hourly truck driver rate of pay.
- b) Drivers may opt to work beyond the expected five (5) days per week on a voluntary basis. The Trip Rate will be applicable in this circumstance. Drivers will only be permitted to work beyond the expected five (5) days per week on a voluntary basis contingent on all drivers in the bargaining unit having the opportunity to work a five (5) day schedule.
- c) Drivers assigned to Trip Rate Haul Assignments are expected to complete the number of trips in a day as determined by Management. The anticipated number of daily trips will be specified on the haul posting as provided for by Article 8, Section 10.
- d) There will be no incremental compensation in the circumstance whereby a Trip requires more time than the cycle time on which the Trip Rate is predicated. There will be no deductions from Drivers when a Trip requires less time than the cycle time on which the Trip Rate is predicated.
- e) Any additional work activity prior to or subsequent to the defined activities of a Trip Rate Haul Assignment (example – non revenue generating driving, pre-load dumps) will be paid on a straight time hourly basis.
- f) The Company will maintain a list of Trip Rates applicable for all Trip Rate Haul Assignments and will provide the list to the Plant Committee and to the Local Union upon request. The Company will provide the list to the union appointed members of the Trip Rate Administration Committee.

Section 2, Shop Employees:

- 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 twelve (12) 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.
- c) Subject to authorization from management, the practice of a "make-up day" at straight time on an employee's designated rest day will continue. A "make-up day" is intended to allow an employee the opportunity to complete a full normal week schedule of hours worked in the event a day is missed from his/her normal schedule due to illness or other approved leave.
- d) The Company shall have the right to operate the shop in Prince George on a three shift basis, seven (7) days per week, twenty four (24) hours per day provided that the forty (40) hour per week averaging method is maintained and Sunday work in the shop is at time and one-half.

Section 3, General Principles (Applicable to all Employees (Drivers and Shop)):

- a) The foregoing provisions of this Article shall not be construed as guaranteeing to any employee any number of hours of work or trips per day or per week.
- b) 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 cancelling the said call. Such notice shall be considered to be given by verifiable text or phone conversation one (1) hour prior to commencement of shift.

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

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

ARTICLE 8 - SENIORITY

Section 1:

- a) It is agreed that probationary employees will be called in for work in accordance with their hiring date unless such call-in is beyond the control of the employer, and is subject to the employee being competent to perform the work. This obligation does not apply where the employee cannot be readily contacted or where the employee has already worked one shift in the 24-hour period.
- b) 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 forty-five (45) 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.

Upon completion of forty-five (45) 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 forty-five (45) days worked shall only be cumulative within the one hundred and twenty (120) days following the date of entering employment.

- c) With respect to an employee hired as a "New Driver in Training", as provided for under Article V, Section 6 of this agreement, it is understood that the commencement of the probationary period for an employee categorized as such will not begin until the completion of the "New Driver in Training" period. This completion will be defined as the point at which the "Driver Trainer" deems the New Driver in Training competent to assume driving responsibilities on his/her own.

Upon completion of the probationary period under this circumstance, the seniority list will be structured to ensure that no other employee hired subsequent to the "New Driver in Training" will appear higher on the seniority list order.

Section 2:

- 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 such plant will be considered separately for seniority purposes, except where the Union and Company agree upon some different arrangement.

Section 3:

- a) When making promotions, the Company agrees to give due consideration to length of service.
- b) In the event of a reduction of the forces the last person hired shall be the first released, subject to the provisions of Section (2) of this Article.
- c) During a reduction of forces where an employee's seniority is such that he/she will not be able to keep his/her regular job, he/she may elect whether or not to apply his/her seniority to obtain a lower paid job or a job paying the same rate of pay or accept a lay-off until his/her regular job becomes available, provided however:
 - i. If during the lay-off period the employee wishes to return to work and so notifies the Company, he/she shall be called back to work as soon as his/her seniority entitles him/her to a job.
 - ii. The application of this provision shall not result in an employee, in the exercise of his/her rights, bumping an employee with less seniority.
- d) During a reduction of forces where an employee's seniority is such that he/she will not be able to keep his/her regular job, he/she may elect to apply his/her seniority to obtain a job paying a higher rate if he/she has previously held the job in the operation on a regular basis.

Section 4:

- a) It is agreed that when employees are to be rehired 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.
- b) 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 5:

- a) When re-employing, in accordance with Section 4, after seasonal shut-down, all employees shall be notified by telegram or registered letter at least seven (7) days before re-starting of operation. The employees must reply by telegram or registered letter in the affirmative within ninety-six (96) hours of the telegram or 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/her 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:

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:

- a) It is mutually agreed that when hiring new employees consideration for preference shall, subject to the same conditions as in Section 2 above, be given to those employees of the Company having had previous seniority and who have an application on file.
- b) The Company signatory to this Agreement undertakes to give preference in hiring to former employees having previous Company seniority seeking employment as a result of operational closures or crew reductions in other operations of the Company.

Section 8:

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

- a) Employees with less than one (1) years' service will retain their seniority for a period of twelve (12) months.
- b) Employees with one (1) or more years' service shall retain their seniority for one (1) year, plus one (1) additional month for each year's service, up to an additional six (6) months.
- c) A laid off employee's seniority retention as provided for in a) and b) above will be reinstated in the event of re-employment before the expiry of seniority and on the completion of one day of work.

Section 9:

It is agreed that when an employee has been transferred by the Company 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 in the job that 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.

Section 10: Haul Postings

- a) Existing hauls in the Prince George operation will be posted annually on September 15.
- b) All new hauls and vacancies are subject to seniority as provided under Article 8, Section 2, a, and shall be posted promptly for seven (7) days in a conspicuous place at the terminals, stating the particulars of the haul. All regular employees shall be entitled to bid on such postings and the Company shall designate, on the original posting, the successful bidder. Any regular employee absent by reason of accident, sickness or vacation, shall have the opportunity to bid on such posting or vacancies within five (5) days after they return to work, provided they are capable. The Company shall provide copies of the original posting, and that of the successful bidder, to the Plant Chairperson, at the same time as the posting of such positions.

Section 11: Casual Work

- a) The term "Casual Work" as used in this Agreement shall apply to miscellaneous and/or clean-up work by employees referred to as "Casual Employees". Procedures under Article 4 will be applied to Casual Employees.
- b) Casual Employees shall be paid straight time rates.
- c) The Company will endeavour to schedule Casual Employee in a fashion so as to limit hours worked per week to 16 hours or less.
- d) Regular laid off employees shall not be classified as Casual Employees, and shall have preference for available work over said Casual Employees.
- e) The employer agrees to keep a separate seniority list of casual employees who have worked at least ten (10) working days, exclusively for recall purposes and, subject to clause (c), further agrees to recall casual employees in accordance with their seniority as set forth in this list.

- f) The rate of pay for Casual Employees will be as per the Article 5, Section 1 (Wage Table), as specified under the Category of "Casual Work (Clean up)".
- g) Casual Employees will have no entitlement to benefit coverage under Article 17, Health & Welfare. Casual Employees will not receive Statutory Holiday Pay.
- h) Casual Employees will accrue vacation pay at 4%, which will be paid on each pay cheque.

ARTICLE 9- LEAVE OF ABSENCE

Section 1:

- a) Any employee desiring leave of absence for any reason other than set out in Section 2 and 3 of this article must obtain same in writing from the company, a copy of such 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:

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 which requires his/her 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:

- a) The Company shall grant leave of absence to employees who are appointed or elected to Union office for a period of up to and including one (1) year. Further leave of absence may be granted by mutual consent. Any employee who obtains such leave of absence shall return to the Company within thirty (30) calendar days after completion of his/her term of employment with the Union.
- b) The Company will grant leave of absence to employees who are elected as representatives to attend Union meetings and Union Conventions, or members of any Union Negotiating Committee in order that they may carry out their duties on behalf of the Union.
- 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 days, 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 leaves of absence to avoid requests that will unduly deplete the crew in anyone department which will impair production or inhibit the normal functioning of 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) That 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) That 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 their appropriate portion of the premiums for BC Medical Services Plan, Extended Health Benefits, Medical Travel, Life Insurance, Accidental Death and Dismemberment, Dental Administration and Dental Plan coverage. The Company will pay their appropriate portion of the premiums for an employee on leave of absence for a period of up to six (6) months. After six (6) months the employee is responsible for paying one hundred percent (100%) of the premium costs.
- g) Employees on leave of absence are responsible for paying one hundred percent (100%) of the premiums for wage indemnity (WI).

Section 5: Maternity and Paternity Leave

To provide for a reasonable period of time for extended maternity and paternity leave without pay to employees.

Section 6: 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/she shall be compensated at his/her regular straight time hourly rate of pay for hours lost from his/her regular work schedule for a maximum of three (3) working days.
- b) Members of the employee's immediate family are defined as the employee's spouse, mother, father, brothers, sisters, sons, daughters, mother-in-law, father-in-law, sons-in-law, daughters-in-law, step-parents, grandparents, grandparents-in-law, grandchildren, and step-children.
- c) Compensable hours under the terms of this Section will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.

Section 7: Jury Duty

- a) Any regular full-time employee who is required to perform Jury Duty, Coroner's Duty, or as a Crown Witness or Coroner's Witness on a day which he/she would normally have worked, will be reimbursed by the Company for the difference between the pay received for Jury Duty and his/her regular straight time hourly rate of pay for his/her 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) Hours paid for Jury Duty will be counted as hours worked for the purpose of qualifying for vacation and for recognized paid holidays but will not be counted as hours worked for the purpose of computing overtime.

Section 8: Public Office

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

ARTICLE 10 - VACATIONS WITH PAY

Section 1: One to Five Years of Service

Employees with one (1) to five (5) years of service shall receive two (2) weeks vacation with pay based upon five percent (5%) of total wages for hours worked by the employee during the year of entitlement.

Section 2: Six to Ten Years of Service

Employees with six (6) to ten (10) years of service shall be entitled to three (3) weeks of vacation with pay based upon seven per cent (7%) of total wages for hours worked by the employee during the year of entitlement.

Section 3: Eleven to Fourteen Years of Service

Employees with eleven (11) to fourteen (14) years of service shall be entitled to four (4) weeks of vacation with pay based upon nine per cent (9%) of total wages for hours worked by the employee during the year of entitlement.

Section 4: Fifteen to Nineteen Years of Service

Employees with fifteen (15) to nineteen (19) years of service shall be entitled to five (5) weeks of vacation with pay based upon eleven per cent (11%) of total wages for hours worked by the employee during the year of entitlement.

Section 5: Twenty or More Years of Service

Employees with twenty (20) or more years of service shall be entitled to six (6) weeks of vacation with pay based upon thirteen percent (13%) of total wages for hours worked by the employee during the year of entitlement.

Section 6:

Vacations for employees shall be taken at such time as mutually agreed upon by the Union Committee and the Company when quantity and regularity of production shall not be impaired. Employees shall request their vacation time by December 31st of each year and the Company shall respond to the request in writing within twenty-one (21) days. For the purposes of vacation scheduling administration, the scheduling period will be from March 1 to February 28.

Section 7: Vacation Pay - Percentage of Wages Method

The following shall be considered as days worked for Vacation Pay calculations:

Statutory Holiday Pay
Bereavement Leave Pay
Jury & Crown Witness Duty Pay

Note: It is understood and agreed that Vacation Pay shall not be paid on Vacation Pay.

Section 8:

For the purposes of administration, vacations shall be determined upon the employee's anniversary of his date of hire. It is further agreed that the employee will be entitled to an adjustment of his percentage of vacation pay when he/she qualifies as provided for in Sections 1 to 4 above.

Section 9:

Vacation pay will be paid to each employee upon his/her request twice each year or upon each date the employee takes his/her vacation at the employee's option.

Section 10

The Company agrees to meet with the Local Union and the Plant Committee during the first year of the collective agreement in order to hold discussion with a view to realizing improvements in vacation administration.

ARTICLE 11- STATUTORY HOLIDAYS

For the purpose of this Article the Statutory Holidays are as follows:

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

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/her last regularly scheduled work day before, and his/her first regularly scheduled work day after the holiday, unless his/her absence is due to a compensable occupational 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 9.

In the case of illness or injury, the Company shall have the right to request a certificate from a qualified medical practitioner.

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 sixty (60) calendar days.

OBSERVANCE OF STATUTORY HOLIDAYS AND STATUTORY HOLIDAY PAY:

Drivers:

It is understood that Drivers service customers who have varying approaches to the observance of statutory holidays such that they actually move the observance of the holiday to a day other than the actual calendar day of the statutory holiday. The long standing practice has been such that drivers follow the observance of a given statutory holiday in concert with the operation from which they are hauling from. It is agreed that this practice will continue.

Rate and one half (1.5x) will be payable for any hours worked on the day identified by management as the date for the observance of the statutory holiday for a given driver.

Drivers who qualify for the paid Statutory Holiday under the conditions set out in this Article shall be paid for the holiday at their regular job rate of pay for their regular schedule of hours. The prior two pay periods will be used to calculate the driver's average daily regular scheduled earnings.

Shop Employees:

Rate and one-half (1.5x) will be paid for all hours worked on a statutory holiday or a day designated for the purposes of observance of a statutory holiday.

In the event one of the above 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.

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.

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.

When a statutory holiday falls on a Friday, employees working on a Tuesday to 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 rates and substitute Saturday as the Statutory Holiday.

In the case of a shop employee where one of the statutory holidays is observed on his/her rest day, he/she shall have a day off without pay in lieu thereof at a mutually agreeable time.

A Shop Employee, who has qualified for a given statutory holiday, shall be paid for the holiday at his/her regular job rate of pay for his/her regular schedule of hours.

ARTICLE 12 - SAFETY AND HEALTH

Section 1:

The Company and Employees will co-operate 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:

The Management of every operation shall maintain an Accident Prevention Committee. 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's experience.

Section 3:

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/she will be compensated at his/her 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: DATS Safety Management Training:

Employees are obligated to complete an annual DATS safety management training review, in accordance with the DATS system schedule.

Employees will be compensated two and one-half (2.5) straight time hours of pay upon completion of the annual DATS safety management training review, when completed outside of normal working hours. Employees will be permitted to have access to a Company computer to execute the DATS review prior to or subsequent to completion of the employee's daily work schedule.

ARTICLE 13 - GRIEVANCE PROCEDURE

Section I:

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's 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 hereinafter provided.

Section 2:

- a) If a grievance has not advanced to the next stage under Steps 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 106, Subsection 1, of the Labour Code of British Columbia Act, 1973, is specifically excluded from this Agreement.

ARTICLE 14 - RIGHT OF REFERENCE

Section 1:

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 Industry Committee, hereinafter provided, and if either party does make such reference, the other Party must accept the reference.

Section 2:

The Joint Industry Committee shall consist of three (3) representatives selected by the USW CANADA, C.L.C. Negotiating Committee and three (3) representatives selected by the Employers 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:

When an interpretation of the Agreement has been referred to the Joint Committee, this reference shall be for the 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 Employer.

Section 4:

In the event the Joint Committee members disagree, all the facts in the case as found by the Union and 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:

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

ARTICLE 15 - INTERPRETATION AND ARBITRATION

Section 1: Interpretation

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

- a) Either Party may notify the other Party in writing by Registered Mail 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.
- b) The parties agree to meet and select an interpreter. Failing a mutual agreement, the parties will request the Minister of Labour to appoint an interpreter.
- c) The decision of the Interpreter shall be final and binding upon the Parties of the First and Second Parts.

Section 2: Arbitration

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 14, the matter shall be determined by Arbitration in the following manner:

- a) Either party may notify the other Party in writing by Registered Mail of the question to be arbitrated.
- b) 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.
- c) If the Arbitrator finds that an employee has been unjustly suspended or discharged, such employee shall be reinstated with all his/her 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.
- c) The decision of the Arbitrator shall be final and binding upon the Parties of the First and Second Parts.

Section 3:

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

Section 4:

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

ARTICLE 16 - GENERAL PROVISIONS**Section 1:**

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

Section 3: No Strike Pending Grievance and Arbitration Procedure

The Union agrees that it will not cause, promote, sanction or authorize any strike, sitdown, slowdown, sympathetic strike, or other interference with the work by the employees for any cause whatsoever 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 4: No Lockout Pending Grievance and Arbitration Procedure

The Company agrees it will not create or institute any lockout 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 procedure 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 5: Working Foremen

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 foremen from doing work for purposes of instruction, provided by 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.

Section 6: Permanent Plant Closure - Severance Pay

- a) Employees terminated by the Company because of permanent or partial closure of a terminal shall be entitled to severance pay equal to one (1) week's pay for each year of continuous service and thereafter in increments of completed months of service.
- b) Where the terminal is relocated and the employees involved are not required to relocate their place of residence or are not terminated by the employer as a result of the plant relocation, they shall not be entitled to severance pay under this Article.
- c) Sixty (60) days notice of closure will be provided.

Section 7: Tools

- a) The Company will supply all tools, both standard and metric in 3/4 inch drive and larger, as required. Wrenches 1 1/4 inches and larger to be supplied.
- b) The Company will repair or replace those tradesmen's tools that are damaged or broken in the performance of their regular duties. The Company agrees to maintain their current practice of replacing lost tools.

Section 8: First Aid Training

Employees of the Company who, by mutual agreement, train or retrain for Industrial First Aid Certificates, will be compensated in the following manner:

- a) The Company will pay the cost of the course tuition and material required to those employees who pass the course.
- b) The Company will pay lost time wages to designated First Aid Attendants.

Section 9: Discipline Letters

Verbal warnings and letters for file are to be removed after eighteen (18) months, if no further infractions occur. Written warnings and up to three (3) day suspensions are to be removed after twenty four (24) months, if no further infractions occur.

Section 10: MOT Fines

The Company agrees to pay all Ministry of Transport Fines.

Section 11: Driver's Medical Exams

The Company commits to cover the cost of driver's medical exams when required by the government.

Section 12: Union Information

The Company will provide a USW Local 1-2017 contact information sheet to all newly hired employees of the Company at the point of hiring. This information will include the names and contact information of all Plant Committee representatives and Local Union business agent.

The Company will provide a Plant Committee member the opportunity to meet with new hires, without disruption to operations.

ARTICLE 17 - HEALTH AND WELFARE

Effective the first day of the month following notice of ratification (March 1, 2012), the premiums for all health and welfare benefits will be distributed as follows, and corresponding payroll deductions will be made accordingly.

- a) Accidental Death and Dismemberment – 100% Company
- b) Extended Health Care and Medical Travel Plan – 100% Company
- c) Dental Plan – 100% Company
- d) Weekly Indemnity – 100% Company
- e) Medical Services Plan of BC – 100% Employee
- f) Life Insurance Coverage – 100% Employee

Section I: Medical

- 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 its employees by participating in a plan entered into between the Company and an appropriate carrier.

Extended Health Lifetime Maximum:

- o To \$300,000 on July 1, 2017

Pay Direct Drug Card under the EHC plan, coincidental with the CONIFER EHC drug plan design features.

Medical Travel Benefit to \$1,000/calendar year.

- c) Medical coverage eligibility shall be the first of the month following date of employment.
- d)
 - i. Lay-off coverage for employees with more than four (4) months seniority, but less than one (1) year of seniority will be three (3) months. Lay-off coverage for employees with one (1) or more years 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/she 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/she was entitled, if the recall occurred during the period of lay-off coverage.
- e) Participation in the Plan is to be a condition of employment with the exception of the employee having the ability to opt out of Medical Services Plan (MSP).
- f) Coverage to be extended to dependents of regular employees, including those dependents over the age of twenty-one (21), but not over the above of twenty-five (25) who are attending recognized education institutions.
- g) A Vision Care Program be instituted to provide for payment up to a maximum of four hundred dollars (\$400.00) per person in any twenty-four (24) consecutive month period for charges incurred, relative to the purchase of lenses and frames or contact lenses when prescribed by a person legally qualified to make such subscription.

Vision care under EHC of four hundred dollars (\$400) per 24 months, effective March 1, 2014, which includes laser eye surgery and/or eye exams.

- h) The Company agrees to pay an employee who is injured at work the balance of the shift he was working. The day's wages would be based on the average hours that were worked in the previous pay period.

Section 2: Insurance Coverage

- a) The Company will commence participation in the joint USW-Industry trustee Northern Interior Forest Industry Benefit Plan (NIFIBP). It is understood the following changes in parameters of coverage will occur coincidental with commencement of participation:
 - i. Group Life and Accidental Death coverage will be \$120,000 July 1, 2012.
 - ii. Weekly indemnity (taxable) claim duration eligibility will be twenty six (26) weeks.
 - iii. Wage Indemnity weekly benefit level to Employment Insurance weekly max rate plus one hundred dollars (\$100).
- b) Eligibility shall be the first of the month following date of completion of the employee's probationary period.
- c) Coverage will be portable for all employees covered by Collective Agreements between members of Council on Northern Interior Forest Employment Relations, Forest Industrial Relations Limited, the Interior Forest Labour Relations Association, West Fraser Limited and Canadian Forest Products Ltd. and the USW, Local 1-2017, and there shall be no waiting period for qualified employees changing employers within the industry.
- d) Lay-off coverage for employees with more than three (3) months seniority, but less than one (1) year of seniority will be three (3) months. Lay-off coverage for employees with one (1) or more years seniority will be six (6) months.

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/she is employed for ten (10) working days within a floating period of thirty (30) consecutive days.

- e) Participation in the plan is to be a condition of employment.

Section 3: Dental Plan

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

- a) Basic dental services (Plan 'A') - Plan pays eighty (80%) percent of approved schedule of fees.

Inclusion of White Fillings under Dental coverage in keeping with provisions under CONIFER Dental Plan.

- b) Prosthetics, crowns and bridges (Plan 'B') - Plan pays sixty (60%) percent of approved schedule of fees.

- c) Orthodontic (Plan 'C') - Plan pays sixty (60%) percent of approved schedule of fees with no waiting period for coverage. (Lifetime maximum of \$2,500.00 per Adult and \$3,000 per Child).

Orthodontic coverage Lifetime Max to \$4,000 in keeping with provisions under CONIFER Dental Plan.

- d) Eligibility shall be the first of the month following date of completion of the employee probationary period.

- e) Coverage will be portable for all employees covered by Collective Agreements between members of Council on Northern Interior Forest Employment Relations, Forest Industrial Relations Limited, the Interior Forest Labour Relations Association, West Fraser Timber Company Ltd. and Canadian Forest Products Ltd. and USW Local 1-2017, and there shall be no waiting period for qualified employees changing employers within the industry.

- f)
 - i. Lay-off coverage for eligible employees with less than one (1) year of seniority will be three (3) months. Lay-off coverage for employees with one (1) or more year's 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/she 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/she 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.

Section 4: NIFIB Plan Participation

Effective the first day of the month following notice of ratification (March 1, 2012), the Company will commence participation in the joint USW – Industry trustee Northern Interior Forest Industry Benefit Plan (NIFIBP).

It is understood that where ever the provisions of the NIFIB plan may be incongruent with any content of this Article, the provisions of the NIFIB plan will apply.

The Parties agree to adopt any changes in the parameters of coverage for Medical Travel Benefit, Extended Health Coverage and Dental as may be negotiated between CONIFER and the USW relative the mainstream solid wood industry.

ARTICLE 18 - LONG TERM DISABILITY

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

- a) Effective November 1, 2006 contributions will be increased by 25 cents per hour to produce a total payment of 80 cents per hour per employee per hour worked, of which the Employer will contribute 40 cents per hour and the Employee will contribute 40 cents per hour.

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 unfunded liability over the ten year period contemplated by this Agreement, the excess contributions will be discontinued by each party accordingly.

Effective June 3, 2007 both the Company and the Employees will contribute an additional supplemental 25 cents per hour per employee per hour worked to the LTD Plan, 12.5 cents from the Company and 12.5 cents from the Employee. This will remain in effect until the LTD Plan Administration advises the Company that the supplemental contributions have provided for the incremental amount (over \$0.55/hour) which would have been remitted by commencing the 80 cents per hour worked, 40 cents per hour from the Employer and 40 cents per hour from the Employee, on November 1, 2006. (i.e. for the number of hours worked from November 1, 2006 to June 2, 2007).

Effective the first day of the month following notice of ratification, contributions from both the Company and the Employee will be 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 cents (\$0.60) per hour.

The Company and the Union agree that any future changes in LTD premium levels (timing and particulars) as may be negotiated between CONIFER and the USW relative to the mainstream solid wood industry will be applicable to Excel Transportation Ltd. and Excel Transportation employees. Ninety (90) days' notice of the change will be provided.

- b) Self-inflicted bodily injury or sickness will not be excluded from coverage under this Plan.
- 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 actuarially sound reserves to fund the benefits provided by the Plan.
- e) The Trustees will enter into a Trust Agreement that will include provision for a procedure to settle any major dispute that may arise with regard to the provisions of the Plan.

ARTICLE 19 - APPRENTICESHIP TRAINING PROGRAM

Section 1:

- a) Apprentice will be paid the appropriate percentage of journeyman rates.
- b) 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.

Section 2:

The Company agrees to meet with the Local Union and the Plant Committee during the first year of the 2015 - 2017 Collective Agreement in order to hold discussions with a view to realizing agreement to amend Article 19 – Apprenticeship Training Program. The revised system will include an avenue for drivers to apply to apprenticeship training opportunities.

ARTICLE 20 - TECHNOLOGICAL CHANGE

Section 1: Advance Notification

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.

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/her 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/she will be paid an adjusted rate which will be midway between the rate of his/her regular job at the time of the setback and the rate of his/her new regular job. At the end of this six (6) month period the rate of his/her new regular job will apply. However, such employee will have the option of terminating his/her employment and accepting severance pay as outlined in Section 3 below, providing he/she exercises this option within the above referred to six (6) month period.
- b) Following an application of a) above, where an employee is set back to a lower paid job because of an application of Article 8 - Seniority, brought on by mechanization, technological change or automation, he/she will receive the rate of his/her 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/she will be paid an adjusted rate which will be midway between the rate of his/her regular job at the time of the setback and the rate of his/her new regular job. At the end of this six (6) month period, the rate of his/her new regular job will apply.

Section 3: Severance Pay

Employees discharged, laid off, or displaced from their regular job because of mechanization, technological change or automation shall be entitled to severance pay of one (1) weeks' 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.

ARTICLE 21 SAFETY EQUIPMENT

Section 1:

The Company shall replace such equipment at no cost to the employee when these articles are presented worn or damaged beyond repair and when they are required by the Company or the Worker's Compensation Board:

1. Aprons
2. Hard Hats and Liners
3. Eye, Ear and Nose Protective Equipment

Section 2:

Where the following articles of equipment are required to be used by the Workers' Compensation Board, the Company shall, at no cost to the employee:

- i. Supply new employees with the articles of equipment as required.
- ii. Supply employees moving to another department with the articles of equipment they require and that they do not have at the time of the move, and
- iii. Replace articles of equipment when those articles are presented worn or damaged beyond repair.

That is to say:

1. Aprons
2. Hard Hats
3. Eye, Ear and Nose protective equipment
4. Gloves

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 employee.

Section 3:

Where a 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 4:

The employer shall make coveralls available to Tradesmen.

Section 5: Driver Safety Boot Cost Reimbursement Entitlement

All regular full time drivers will be entitled to be reimbursed up to one hundred and fifty dollars (\$150) annually, upon submission of a receipt, for the cost of safety boots or approved safety footwear.

Section 6: Prescription Safety Eyewear

The Company will participate in the Occupational Vision Plan through the BC Association of Optometrists to provide a cost effective avenue for regular full time employees to acquire prescription safety eyewear. The following particulars will apply:

- a) Employees will be eligible for new prescription safety eyewear under the program every 24 months.
- b) The Company will cover the cost up to one hundred and seventy five dollars (\$175) for single vision glasses, two hundred and twenty five dollars (\$225) for bifocal glasses, and three hundred dollars (\$300) for progressive glasses.
- c) Any cost beyond the aforementioned limits will be the responsibility of the employee and payable at the point of purchase.
- d) Frame options are limited to those provided under the program.

ARTICLE 22 TOOL INSURANCE

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 \$50.00 in respect of each employee's claim.

ARTICLE 23 - PENSION PLAN

Section 1:

A Joint Committee will be established to improve the information provided to the members of the Plan. The Committee is to report to the Company and the Union.

Section 2:

Effective June 3, 2007, Pension Contributions will be as follows:

- a) Effective June 3, 2007, contributions made by the Company will be increased to sixty-five cents (\$0.65) per employee per hour worked.
- b) Effective May 1, 2008, contributions made by the Company will be increased to seventy-five cents (\$0.75) per employee per hour worked.
- c) Effective January 1, 2010, contributions made by the Company will be increased to eighty-five cents (\$0.85) per employee per hour worked.
- d) Effective May 1, 2012, contributions made by the Company will be increased to ninety-five (\$0.95) per employee per hour worked.
- e) Effective May 1, 2013, contributions made by the Company will be increased to one dollar and five cents (\$1.05) per employee per hour worked.
- f) Effective May 1, 2014, contributions made by the Company will be increased to one dollar and twenty-five cents (\$1.25) per employee per hour worked.
- g) Effective the commencement of the first pay period following May 1, 2019, contributions made by the Company will be increased to one dollar and thirty cents (\$1.30) per employee per hour worked.
- h) Effective the commencement of the first pay period following May 1, 2020, contributions made by the Company will be increased to one dollar and thirty-five cents (\$1.35) per employee per hour worked.
- i) Employees can voluntarily contribute into the pension plan at their discretion. Voluntary employee contributions must be made to the company by cheque and the company contributes the money.
- j) Immediate vesting for all employee contributions.
- k) Two year vesting for all employer contributions.

- l) The Plan will not be terminated during the term of this Collective Agreement. Company to supply a letter to both Local Unions in this regard.
- m) The current plan text will be amended to ensure that members between the ages of 65 and 71 will be treated the same as other members.
- n) Annual Statements to be provided to the employees.

Section 3:

The purpose of this Section is to delineate the point of entitlement to commence participation in the pension plan and to clarify corresponding employer contributions to the plan.

- New employees will qualify to become members of the Pension Plan after two (2) years of service.
- After completion of the two-year qualifying period, the Company will enroll the employee in the pension plan and make a lump sum contribution into the pension plan on behalf of the employee. The value of the lump sum contribution will be based on the total number of hours worked during the two (2) year qualifying period times the contribution amount in accordance with Article 23, Section 2.
- Interest will be calculated on the monthly balance at a rate equal to the average yield on the Government of Canada 5 year bonds calculated using the CANSIM Series V80691324, plus 30 basis points. This method provides easy administration and objectivity, since the average yield can be accessed via the Bank of Canada website.

ARTICLE 24 - TROUBLED EMPLOYEES PROGRAM

Company agrees to continue to provide an Employee Trouble Program (EAP).

ARTICLE 25 - CONTRACTING OUT

As of the date of the signing of the Memorandum of Agreement, the introduction of a Contractor or Sub-contractor (includes lease operators) will not result in the loss of full-time positions held by regular employees in the operation, except where justified by special circumstances.

ARTICLE 26 - DURATION OF AGREEMENT

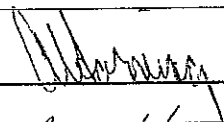

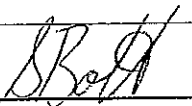
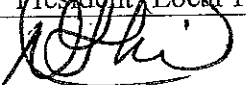
Section 1:

The Parties hereto mutually agree that this Agreement shall be effective from and after the first (1st) day of May, 2017 to the thirtieth (30th) day of April, 2021, and thereafter, from year to year unless four (4) months written notice of contrary intention is given by the Parties. The notice required hereunder shall be validly and sufficiently served at the head office of the Party of the First Part or at the Local Office 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:

The Parties hereto agree that the operation of Section 50, Subsection 2 of the B. C. Labour Code is excluded from this Agreement.

DATED this 27 day of July, 2018.

FOR: EXCEL TRANSPORTATION INC.	FOR USW LOCAL 1-2017, C.L.C.
	 President (Local 1-2017)
	 Financial Secretary (Local 1-2017)

APPENDIX NO. 2

LEASE HAUL OPERATORS

The Company may employ lease operators as required.

- a) Company drivers will be assured of all hauls originating or terminating within one hundred (100) road miles from the Prince George Terminal.
 - i) PIR haul will continue to be represented by two lease operators for the wood chip portion. In the event of volume reductions, the Company will provide priority to company drivers.
 - ii) Lease operators may haul additional products being produced by PIR, including hog fuel and sawdust from Smithers.
 - iii) All new hauls that do not conclude in Kitimat can be directed to be hauled by contractors or subcontractors (including lease haul operators).
- b) In the event there is a reduction of forces within the Prince George branch, Company drivers will have the option of exercising their seniority to bump or replace lease haul operator's drivers. However, in so exercising their seniority, the Company driver would be paid the same wage as the lease operator's driver.
- c) Hauls originating and terminating outside of the Prince George, Terrace, and Kitimat area may be performed by lease operators, including the delivery of back haul products to Prince George, Kitimat, Terrace and/or Prince Rupert.
- d) The Company will be able to utilize lease operators from West Fraser Lejac and Fort St. James on a one to one basis.

APPENDIX NO. 3

REST BREAKS

It is acknowledged that hourly paid bargaining unit employees are entitled to rest breaks during the course of their regular work schedule. Considering the nature of our business, common sense must prevail in the application of this benefit. Accordingly, the following guidelines have been established for the orderly administration of rest breaks.

1. Out of Town Drivers

Out of town drivers, defined as drivers whose trip times are in excess of two (2) hours to loading or unloading points may take two ten minute breaks, one within each half of a shift. The use of restaurants or coffee shops will be used with discretion. Rest breaks must be marked on the daily time summary reports.

2. In Town Drivers

In town drivers may take two (2) ten minute breaks, one within each half of a shift. Rest breaks must be taken at the loading or unloading points and must be marked on the daily time summary report.

3. Overtime

In the event of overtime in excess of two (2) hours, an additional ten minute rest break may be taken.

APPENDIX NO. 4

LETTER OF UNDERSTANDING

BETWEEN:

EXCEL TRANSPORTATION INC.

AND:

USW, LOCAL 1-2017

This letter will confirm our agreement of June 11, 1987 by which it was agreed to increase the Chargehand rate to seventy-five (75) cents per hour from the current rate of twenty-five (25) cents per hour retroactive to May 1, 1987. The above rate is completely independent of the hourly rate as established in the Collective Agreement and therefore will not be subject to shift differential or overtime calculation. This rate is effective May 1, 1987 to May 1, 1988 at which time the chargehand rate will be reviewed.

It is understood the following work guidelines affecting the Chargehand are agreeable to both parties:

The designated Chargehand will be employed as a full time employee and will be classified as a "work co-ordinator".

The employee will have no authority to discipline, but will exercise job direction as directed or relayed by a supervisor.

The Chargehand will be selected by the Company without posting the position.

The Parties agree this letter will be reviewed within 6 months of signing of agreement.

FOR:

Excel Transportation Inc.

FOR:

USW Local 1-2017

APPENDIX NO. 5

LOCAL ISSUES

1. Plug-ins

The Company will endeavor to ensure adequate plug-in facilities at Prince George.

2. Job Posting

A Job Posting procedure has been agreed to in principle and is to be resolved in discussions at each site. (Prince George)

3. Weekend Overtime

- a) Prince George - Weekend Overtime, Shop Employees. It is agreed weekend overtime will be administered on a seniority basis.

4. Safety Meetings

Safety Meetings, as required by the Workers' Compensation Board, will be established and functioning at both sites not later than December 31st, 1988.

5. Accidents

When the Company requires an employee to be a witness on behalf of the Company, the Company will reimburse the employee for time lost from his regular work schedule and for any out-of-pocket expenses.

6. Equipment Breakdown

In the event of an equipment breakdown, only current driver misses the balance of the shift providing two hours is made available to the company to allow notification to a junior employee to be bumped on succeeding shift.

7. Chargehands

The Company agrees to meet to discuss chargehand positions.

8. Coffee

The Employees agree the coffee will not be used for filling thermoses.

9. Radio Channels

The Employer agrees to provide a minimum of the following radio channels: LAD 1-2-3 and the necessary mill channels.

10. Water Cooler

The Company agrees to provide a water cooler and water in the coffee room. The cost is to be covered by the Company.

APPENDIX NO. 6

HOUSEKEEPING ITEMS

- a) The company will review payroll statements with the objective of providing itemized details as requested by the Union.
- b) Time sheets to be provided to employees.
- c) The Company will continue to do automatic cheque deposits.
- d) The Company will provide an annual safety boot allowance of two hundred and fifty dollars (\$250.00) per year to all shop employees.
- e) One pair of coveralls will be provided to all drivers, upon request, each year. Employees shall be responsible for cleaning and maintaining the coveralls.

APPENDIX NO. 7

BANKED TIME

An employee may bank a maximum of sixty (60) straight time hours. This amount can be made up of trip hours, straight time hours or overtime hours, but it cannot exceed the equivalent of sixty (60) straight time hours.

Employees can request to be paid out the dollar value of the banked time at any time and it will be included on the next feasible payroll administration. One (1) day requested to be paid as time off from work will continue to be calculated using nine (9) hours at straight time rate.