

A G R E E M E N T

THIS AGREEMENT entered into the 1st day of July 2018

BETWEEN: **CONIFEX POWER LIMITED PARTNERSHIP**
 (hereinafter known as the ‘Company’)
 OF THE FIRST PART

AND: **USW, LOCAL 1-2017**
 (hereinafter 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:

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 the law to recognize some other bargaining authority.

ARTICLE II – DEFINITION

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 1-2017 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 III – 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 the employees.

Section 2:

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

ARTICLE IV - 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, at the time hiring and as a condition of hiring or continued employment, become a member of the Union, and maintain membership therein.

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 Unions 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 to be forwarded to the Local Union within fifteen days (15) 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 _____ per month 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

Section 9: New Hire Orientation

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

ARTICLE V - WAGES

Section 1:

- a) Effective July 1st, 2018, the wages of all hourly rated employees will be increased by two percent (2%).
- b) Effective July 1st, 2019, the wages of all hourly rated employees will be increased by two percent (2%).
- c) Effective July 1st, 2020, the wages of all hourly rated employees will be increased by two percent (2%). In addition, a lump sum payment of five hundred (\$500) will be processed for all active regular employees as of July 1, 2020.
- d) Effective July 1st, 2021, the wages of all hourly rated employees will be increased by two and one half percent (2.5%).
- e) Effective July 1st, 2022, the wages of all hourly rated employees will be increased by two and one half percent (2.5%).
- f) Wage Table:

	July 1, 2018 (+ 2%)	July 1, 2019 (+ 2%)	July 1, 2020 (+ 2%)	July 1, 2021 (+ 2.5%)	July 1, 2022 (+ 2.5%)
Cleanup and Basic Labour	\$29.51	\$30.10	\$30.70	\$31.47	\$32.26
Apprentice - Level 1	\$34.54	\$35.23	\$35.93	\$36.83	\$37.75
Apprentice - Level 2	\$34.98	\$35.68	\$36.39	\$37.30	\$38.23
Apprentice - Level 3	\$35.87	\$36.59	\$37.32	\$38.25	\$39.21
Apprentice - Level 4	\$36.82	\$37.56	\$38.31	\$39.27	\$40.25
Apprentice - Level 5	\$38.55	\$39.32	\$40.11	\$41.11	\$42.14
Certified Trades (Instrumentation Mechanic, Electrician and Millwright)	\$42.37	\$43.22	\$44.90	\$46.02	\$47.17
Welder - Level C	\$41.48	\$42.31	\$43.16	\$44.24	\$45.35
Welder - Level B	\$42.08	\$42.92	\$43.78	\$44.87	\$45.99
Welder - Level A	\$42.37	\$43.22	\$44.08	\$45.18	\$46.31
Fireman	\$31.08	\$31.70	\$32.33	\$33.14	\$33.97
Fourth Class Engineer (Fireman)	\$37.42	\$38.17	\$38.93	\$39.90	\$40.90
Fourth Class Engineer	\$40.33	\$41.14	\$41.96	\$43.01	\$44.09
Third Class Engineer	\$44.50	\$45.39	\$46.30	\$47.46	\$48.65
Second Class Engineer	\$51.47	\$52.50	\$53.55	\$54.89	\$56.26

Section 2: Dual Trade Certification Premium:

An employee that has more than one (1) ITA of BC recognized trade certification, applicable in the power plant environment, will be entitled to an hourly premium of \$2.00 per hour worked.

Section 3: First Aid Attendants:

- a) Designated First Aid Attendants shall receive their job rate of pay plus the Ticket Premium rate. 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 a company is paying a bonus or premium(s) greater than set out above, it shall keep such policy in effect.
- c) The premiums for designated First Aid Tickets shall be:
 - Level 3 - \$1.00 per hour
 - Level 2 - \$0.50 per hour

Section 4: Welders:

- a) The following shall be the recognized classifications of “Welder” in the collective agreement as per the criteria established by the British Columbia Industry Training Authority’s (ITA).
 - 1. **Welder Level C** - means a person who has a “Welder C” qualification granted from the ITA
 - 2. **Welder Level B** - means a person who has a “Welder B” qualification granted from the ITA
 - 3. **Welder Level A** - means a person who has a “Welder A” qualification granted from the ITA
- 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 examinations.

Section 5: Continuous Operating Premium

An overall Continuous Operating Premium of \$1.50/hour payable to all employees on all hours worked. This premium is also designed to compensate employees for circumstances whereby rest periods may not be able to be observed due to particular demands of the continuous operation.

Section 6: Emergency Response Team (ERT)

Effective the commencement of the first pay period following formal written notice of ratification of the 2018 to 2023 Collective Agreement, a \$0.50/hour ERT premium will be implemented and applicable to employees when assigned to ERT related processes.

Section 6:

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

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

ARTICLE VII - HOURS OF WORK AND OVERTIME

It is understood by both parties that the plant operates on a continuous basis. Employees may be assigned to one of the shift schedules outlined in this Article, and the criteria for the payment of overtime rates and related hours of work and overtime issues are defined in this Article.

SECTION 1: SHIFT SCHEDULES

Employees may be assigned to one of the following shift schedules:

A. EIGHT (8) HOUR SHIFT SCHEDULE

The regular hours of work for employees under this shift schedule will be eight (8) hours per day and forty hours per week, Monday to Friday or Tuesday to Saturday inclusive.

The Company shall have the right to schedule the eight hour shift schedule on a three shift basis and all employees working under this arrangement shall receive eight (8) hours pay upon completion of the full hours established as their regular shift. Details of shifts shall be varied at the Company's option. It is agreed that the above will only apply to those employees actually working on a three shift basis. The Company shall have the right to determine the number of shifts in the operation.

B. TEN (10) HOUR SHIFT SCHEDULE

The regular hours of work for employees under this shift schedule will consist of four (4) shifts of ten (10) hour duration, with three days off (two of which will be consecutive), Monday through Sunday inclusive.

C. TWELVE (12) HOUR SHIFT SCHEDULE

Option 1: Four (4) on, Four (4) off

The regular hours of work for employees under this shift schedule will consist of four (4) consecutive twelve hour dayshifts, followed by four (4) consecutive days off, followed by four (4) consecutive twelve (12) hour night shifts, followed by four (4) consecutive days off.

Option 2:

Two (2) shifts on, two (2) shifts off, three (3) shifts on, two (2) shifts off, two (2) shifts on, three (3) shifts off - two (2) weeks days, two (2) weeks nights.

Option 3: 7 on, 7 off

D. OTHER SHIFTS

Management and the Union shall have the right to agree upon and implement other schedules consistent with the principle of a 40-hour work week over an averaging period.

This Article shall not be construed as guaranteeing to any employee any number of hours work per day or per week.

SECTION 2: OVERTIME

A. EIGHT (8) HOUR SHIFT SCHEDULE

- i. Daily – Rate and one half will be paid for the first three (3) hours worked beyond the completion of the eight (8) hours and double time for hours worked in excess of (11) hours worked in a day.
- ii. Weekly – Rate and one half will be paid after forty (40) hours up to forty-eight (48) and double time thereafter. Excluded from this calculation are the hours calculated in A i above. For this purpose a week runs from Monday through Sunday.
- iii. Sunday – Rate and one half will be paid for hours worked on Sunday. Double straight time rate shall be paid for hours worked on Sunday for employees who have worked five (5) shifts during the preceding six (6) days.

B. TEN (10) HOUR SHIFT SCHEDULE

- i. Daily – Rate and one half shall be paid for the first hour beyond the completion of the ten (10) hours, and double time for hours worked in excess of eleven (11) hours in a day.
- ii. Weekly – Rate and one half shall be paid after forty (40) hours up to forty-eight (48) and double time thereafter. Excluded from this calculation are the hours calculated in B i above. For this purpose a week runs from Monday through Sunday.
- iii. Sunday – Rate and one half shall be paid for hours worked on Sunday. Double straight time rate shall be paid for hours worked on Sundays for employees who have worked the 4 x 10 hour scheduled during the preceding six (6) days.

C. TWELVE (12) HOUR SHIFT SCHEDULE

- i. Hours worked beyond eighty (80) hours in a given two-week pay period will be compensated at one and one half times (1 ½ x) the employee's regular wage rate in order to maintain the principle of a forty hour straight time work week over the twelve hour shift cycle. Hours worked in excess of ninety six (96) hours in a given two-week pay period will be compensated at double time (2x) rate.
- ii. Double time (2x) the employee's regular wage rate will be applicable for hours worked in excess of twelve (12) in a day.
- iii. Rate and one half (1 ½) will be payable for hours worked which fall on Sunday.

For employees re-assigned from one shift schedule to another, the hours for the week of the reassignment will be examined, and for this purpose a week is defined as Monday through Sunday. Hours worked in excess of forty (40) in the week will be paid at rate and one half. Hours worked in excess of forty-eight (48) will be paid at double time rate.

SECTION 3: BANKED OVERTIME

- a) Employees will be permitted to bank up to forty (48) hours in an overtime bank.
- b) Employees who choose to bank their overtime will receive one and half (1.5) hours in the bank for every hour worked at the 1.5 premium. And for every hour worked at double time (2x) premium they will bank two (2) hours per hour worked. Up to the maximum banked hours allowed.

- c) An employee will not be able to replace scheduled vacation leave with banked time off.
- d) Time off from an employee's overtime bank requires the approval of the Plant Management.

SECTION 4: MINIMUM PAY

- a) Employees who are scheduled and who report for their scheduled shift and find no work available due to reasons beyond his/her control shall be entitled to two (2) hours straight time pay. This shall apply unless the Company gives notice canceling the shift or call-in. Notice is deemed to be given by an announcement over the appropriate local radio station(s), prior to the commencement of the shift.
- b) When an employee is scheduled and actually starts work, he/she shall receive four (4) hours pay at his/her regular rate unless work is suspended because of inclement weather, or other reasons completely beyond control of the Company.

SECTION 5: CALL –BACK TIME

- a) 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 6: REST PERIODS

A. EIGHT (8) HOUR SHIFT SCHEDULE

The Company will endeavour to provide two (2) fifteen-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 understood that where rest periods may not be provided due to operational circumstances, the Continuous Operating Premium is designed to compensate.

This schedule will include an unpaid thirty (30) minute meal break.

B. TEN (10) HOUR SHIFT SCHEDULE

The Company will endeavour to provide two (2) fifteen-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 understood that where rest periods may not be provided due to operational circumstances, the Continuous Operating Premium is designed to compensate.

This schedule will include an unpaid thirty (30) minute meal break.

C. TWELVE (12) HOUR SHIFT SCHEDULE

The Company will endeavour to provide two (2) twenty 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, as well as a paid 30-minute lunch break. It is

understood that where rest periods may not be provided due to operational circumstances, the Continuous Operating Premium is designed to compensate.

SECTION 7: EMPLOYEE PREVENTED FROM REPORTING

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

SECTION 8: HOT MEALS

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

SECTION 9: CASUAL WORK

- a) The term 'Casual Work' as used in this Agreement shall apply only to work performed up to twenty four (24) hours per week 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.
- c) Casual work on maintenance, repair and 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.

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 d), further agrees to recall casual employees in accordance with their seniority as set forth in this list.

ARTICLE VIII - SENIORITY

Section 1:

- 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 sixty (60) 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) It is agreed that probationary employees will have preference over Casual Employees for any work performed during the normal work week, subject to competency.
- c) It is further agreed that in the application of b) above, probationary employees will be called in for work in accordance with their hiring date, unless such call-in is beyond the control of the employer, and is subject to the employee being competent to perform the work. This obligation does not apply where the employee cannot be readily contacted or where the employee has already worked one shift in the 24-hour period.
- d) Upon completion of sixty (60) days worked, they shall be regarded as regular employees, and shall be entitled to seniority dating from the day on which they entered the Company's employ, provided however, that the probationary period of sixty (60) days worked shall only be cumulative within the six (6) calendar months following the date of entering employment.

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 the 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 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 a job paying a higher rate of pay or accept a lay-off until his/her regular job becomes available, provided however:
- 1) 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.
 - 2) The application of this provision shall not result in an employee, in the exercise of his/her rights, bumping an employee with less seniority.

Section 4:

- a) It is agreed that when employees are to be re-hired after a layoff, 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 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 the Agreement.

The Company will advise the Union once each month of changes to the said list.

Section 7:

It is agreed that companies signatory to this agreement shall give preference in hiring, competency considered, on the following basis, in the following order:

- 1) Laid off 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.
- 2) Previous employees of the company who have both previous seniority and an application on file.
- 3) 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 operations of the company.
- 4) Laid-off employees of other companies in the communities who are seeking employment as a result of operational closures or crew reduction in excess of ninety (90) days.
- 5) Laid-off USW members of Local 1-2017 who are seeking employment as a result of operational closures or crew reduction in excess of ninety (90) days.
- 6) The provisions of no. 3 and 4 above are limited to USW Certified companies in Local 1-2017.
- 7) Persons who qualify for preference, and wish to exercise their rights to preference, must make application within six months of the operational closure or the ninety-day lay-off period.

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

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 eight (8) months.

- b) Effective July 1, 2003, 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 twelve (12) months for a maximum period of twenty-four (24) months.
- c) A laid-off employee's seniority retention as provided for in a) and b) above will be re-instated in the event of re-employment before the expiry of seniority retention and on the completion of one day's work.

Section 9:

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.

Section 10: Transfer of Company Seniority

- i) Where Employees of a Company operation are offered, and accept, a position in another division of that Company and successfully complete their probationary period, then their prior Company service date will be applied for annual vacation entitlement and vacation pay purposes.
- ii) Employees will be entitled to no more than the floating holiday entitlement under Article XI – Statutory Holidays, Section 8 (Personal Floating Holiday) per year in the event of a transfer.

ARTICLE IX – LEAVE OF ABSENCE

Section 1:

- a) Any employee desiring leave of absence for any reason other than those set out in Sections 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:

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 will grant leave of absence to employees who are appointed or elected to Union office. The employee who obtains this leave of absence shall return to 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 for any Union Business applied for by the Union 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 any one 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 employee's 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 apply 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 the appropriate premiums for Medical Services Plan, Extended Health Benefits, and Dental Plan coverage in accordance with sections 8 d) and e) of the Memorandum of Agreement dated December 10th, 1983.
- g) The Union agrees it will provide a letter regarding problems that arise from extended vacation applications.

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: 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 sub-section 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 sub-section (d).

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

Section 7: Family Responsibility 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.

Section 8: Compassionate Care Leave

(To Provide Care or Support to Family Member with Significant Risk of Dying):

- a) In the following sub-sections "family member" means a member of the employee's immediate family and includes the spouse, child, parent, guardian, sibling, grandchild or grandparent of any person who lives with an employee as a member of the employee's family. It includes common-law spouses, step-parents and step-children and same-sex partners and their children as long as they live with the employee as a member of the employee's family.
- b) An employee who requests Compassionate Care Leave under this section is entitled to up to eight (8) weeks of unpaid leave to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks, or such other period as may be prescribed after:
 - i) The date the certificate is issued, or
 - ii) if the leave began before the date the certificate is issued, the date the leave began.
- c) The employee must give the employer a copy of the certificate as soon as practicable.
- d) An employee may begin a leave under this section no earlier than the first day of the week in which the period under subsection (b) begins.
- e) A leave under this subsection ends on the last day of the week in which the earlier of the following occurs:
 - i) the family member dies;
 - ii) the expiration of 26 weeks or other prescribed period from the date the leave began.
- f) A leave taken under this subsection must be taken in units of one or more weeks.

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

Section 9: 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) 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 10: 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 11: 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.

Section 12: Domestic Violence Leave

An employee may take 10 days of unpaid domestic violence leave each calendar year for the following purposes:

- to allow the employee, employee's dependent child or a protected adult to seek medical attention for physical or psychological injury caused by domestic violence
- to obtain services from a victim services organization
- to allow the employee, employee's dependent child or a protected adult to obtain psychological or other professional counselling
- to relocate (temporarily or permanently)
- to seek legal or law enforcement assistance, including time relating to legal proceedings

Any leave days not used by an employee cannot be carried over into a new calendar year.

There will be no waiting period for employees who qualify for short term disability due to an injury caused by domestic violence.

Reasonable documentation may be required to take domestic violence leave.

ARTICLE X – VACATIONS WITH PAY

Section 1:

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 employee's regular job.

Section 2: Two Years' Service

- a) Employees with two (2) or more years' continuous service with the company shall receive three (3) weeks' vacation with vacation pay based on the greater of seven percent (7%) 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 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 at 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 employee's 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) An employee with twenty-four (24) or more years' consecutive service shall receive six (6) weeks' vacation with vacation pay based on the greater of 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 (3) 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 or salary 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:

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.

Section 8: 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/her employment.
- b) Absence due to illness up to a period of one (1) year, provided the employee returns to his/her 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 9: 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 fifteen hundred (1500) hours in the employee's first year of service and a minimum of one thousand (1000) hours during the employee's succeeding years of entitlement.
 - ii) Where there is a common vacation pay cut-off date, for purpose 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 cut off date, for purposes of calculating minimum hours as in i) above, the calculation period shall be from the employee's anniversary date in one year to his/her anniversary date in the succeeding year.
- b) For purposes of computing the requisite hours the following will be included:
 - i) All hours worked;
 - ii) Statutory Holiday hours;
 - iii) Jury and Crown Witness duty;
 - iv) Bereavement Leave;
 - v) Vacation Hours;
 - vi) Time not exceeding one (1) year, lost as the result of an accident recognized as compensable by the Worker's Compensation Board and suffered during the course of employment, shall be considered as time worked for the purpose of the qualifying for vacation, provided that the employee returns to his/her employment.
 - vii) Time not exceeding one (1) year, lost as the result of a non-occupational accident or illness, shall be considered as time worked for the purpose of qualifying for vacation, provided that at the time of the accident or illness the employee has been on the payroll for not less than one (1) year and that he/she returns to his/her 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 10:

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/she qualifies for additional vacations for increased service with the Company as provided for under Sections 2 to 6 inclusive.

Section 11: Employment Standards Act

Part 4 - Annual Vacation of the Employment Standards Act, S.B.C., 1980, c.10, and amendments thereto as consolidated December 1, 1983, except where varied or modified by the provisions herein, shall become a part of this Agreement.

ARTICLE XI - STATUTORY HOLIDAYS

1) It is agreed that Statutory Holidays will be as follows:

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

- 2) All hourly employees who qualify for the paid holiday under the conditions set out below shall be paid Statutory Holiday pay at their regular job rate of pay for their regular work schedule. The regular work schedule for this purpose will be determined by the shift schedule assigned to on an employee's last work day prior to the holiday.
- 3) To qualify for Statutory Holidays, an employee must have been on the Company payroll for 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 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. 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 ninety (90) calendar days.
- 4) Statutory Holidays will be observed on the calendar day on which they fall.
- 5) It is understood that an employee may be scheduled to work if the employee's schedule coincides with a Statutory Holiday, and employees who work on a Statutory Holiday will be paid rate and one half for hours worked in addition to the Statutory Holiday pay to which he/she may be entitled. An employee is deemed to be working on a Statutory Holiday for all hours of their shift for a shift that commences on the calendar day of the Statutory Holiday. A shift that commences on another calendar day other than the Statutory Holiday is not considered as time worked on a Statutory Holiday.
- 6) An employee who has a shift commence on the calendar day of Christmas Day will be paid double time for hours worked on that shift.
- 7) It is agreed that in the event a Statutory Holiday falls on an employee's rest day, that employee will be expected to work his/her full regular schedule and receive their regular pay in addition to any Statutory Holiday pay the employee may be entitled to under Item 2.

8) Personal Floating Holiday

a) Personal Floating Holiday

Regular full-time employees will be granted thirty six Personal Floating Holiday hours 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/her regular job rate of pay for his/her 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. When an employee has been on the payroll for not less than (90) consecutive calendar days and terminates for whatever reason, and he has not previously taken his personal floating holiday then he shall be paid his personal floating holiday. The parties further agree that payment of the personal floating holiday upon termination shall not be construed as an extension of his period of employment.
- ii) An employee will not qualify for the Personal Floating Holiday if on leave of absence for more than nine (9) months in the contract year, except in the case of sickness or injury.
- iii) An employee shall apply on an approved form, at least seven (7) days in advance, for his/her Personal Floating Holiday. The employee shall receive notice of the disposition of his/her request a minimum seventy-two (72) hours prior to the requested Personal Floating Holiday.
- iv) If an employee is required to work on his/her Personal Floating Holiday after a definite date has been designated for such holiday, the employee shall be paid overtime for such work at the rate of time and one-half. The employee will then be entitled to take the holiday with pay at a later date to be mutually agreed upon.
- v) Personal Floating Holiday not taken during a contract year will be paid out.
- vi) A Personal Floating Holiday shall not be scheduled on an employee's regular rest day.
- vii) Where an employee chooses Saturday or Sunday as a Personal Floating Holiday straight time rates will apply.

- viii) The parties agree that a regular, full-time employee, when taking his Personal Floating Holiday as provided for under this Article, must have worked his last regularly scheduled work day before, and his first regularly scheduled work day after the holiday, unless his absence is due to illness or an occupational injury, or the employee is on authorized leave of absence.

ARTICLE XII - 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 of four (4) to six (6) members according to the size of the operation. Members of the Committee shall be designated to equal numbers by the Employees and the Employer. Employee representatives shall be regular employees in the operation with at least one (1) years' 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:

Effective July 1, 1989, an IWA-Forest Industry Safety and Health Research Program be established on the following general principles:

- a) The Plan will be jointly trusteeed.
- b) The Plan is to be funded on the basis of an Industry contribution of one-half cent (1/2) per hour per employee per hour worked, effective July 1, 1989.
 - i) When funds in the Plan reach \$100,000, the Employer will contribute an additional one-half cent (1/2 ¢) per hour for a total of one-cent (1¢) per hour.

- ii) When funds in the Plan reach \$200,000 the additional one-half cent (1/2¢) provided for in i) above will be discontinued until the fund level is again reduced to the \$100,000 level.

Section 5: 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. For the purpose of this section, all rules, procedures and outcomes will be as outlined in Section 3.12 of WorkSafe BC Occupational Health and Safety Regulation which are as follows:

- (1) A person 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 person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.
- (2) A worker who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to subsection (1) must immediately report the circumstances of the unsafe condition to his or her supervisor or employer.
- (3) A supervisor or employer receiving a report made under subsection (2) must immediately investigate the matter and
 - (a) ensure that any unsafe condition is remedied without delay, or
 - (b) if in his or her opinion the report is not valid, must so inform the person who made the report.
- (4) If the procedure under subsection (3) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, the supervisor or employer must investigate the matter in the presence of the worker who made the report and in the presence of
 - (a) a worker member of the joint committee,
 - (b) a worker who is selected by a trade union representing the worker, or
 - (c) if there is no joint committee or the worker is not represented by a trade union, any other reasonably available worker selected by the worker.
- (5) In the event of another employee being assigned the work being investigated under this section, the employee will be informed of the work refusal and the rationale for the refusal.

This will occur in the presence of:

- (a) a worker member of the joint committee,
- (b) a worker who is selected by a trade union representing the worker, or

- (c) if there is no joint committee or the worker is not represented by a trade union, any other reasonably available worker selected by the worker.
- (6) If the investigation under subsection (4) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the supervisor, or the employer, and the worker must immediately notify an officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.

No discriminatory action:

- (1) A worker must not be subject to discriminatory action as defined in section 150 of Part 3 of the Workers Compensation Act because the worker has acted in compliance with section 3.12 or with an order made by an officer.
- (2) Temporary assignment to alternative work at no loss in pay to the worker until the matter in section 3.12 is resolved is deemed not to constitute discriminatory action.

Note: The prohibition against discriminatory action is established in the Workers Compensation Act Part 3, Division 6, sections 150 through 153.

Section 6: Employee Safety Guidelines

The Parties agree that safety is paramount and for purposes of ensuring safety only and without restricting the Company's rights under the Collective Agreement to assign any work to employees, it is agreed that when performing work, employees will only perform work within the scope of their training and qualifications.

ARTICLE XIII - GRIEVANCE PROCEDURE

Section 1:

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 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 of the Labour Relations Code is specifically excluded from this Agreement.

ARTICLE XIV - 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. 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 XV - INTERPRETATION AND ARBITRATION

Section 1: Interpretation

- a) 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.
- 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 _____ 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 that they will request the Honourable Minister of Labour of the Province of British Columbia to appoint a Judge either of the Supreme Court of British Columbia or the Court of Appeal of the Province to preside as Interpreter for the dispute then pending.
- 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.
- d) The Parties shall appoint a panel of three (3) Arbitrators. If the Parties fail to appoint the required three (3) Arbitrators, they shall forthwith request the Honorable Minister of Labour of the Province of British Columbia to appoint the arbitrators required. As per the October 27, 2003 Memorandum of Agreement, the Parties agree to review the panel of arbitrators and replace as jointly agreed upon.
- e) The single Arbitrator shall be selected from the panel of three (3) Arbitrators on a rotational basis.

- f) In the event that the Arbitrators provided for in this Section are not available to preside as Arbitrator under this Section, the Parties agree to meet and attempt to select a mutually satisfactory arbitrator. If unable to select one which is mutually satisfactory, the Parties further agree to request the Honorable Minister of Labour of the Province of British Columbia to appoint an Arbitrator.
- g) 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.
- h) 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 and arbitrations 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 hereunder shall be held at such place as may be decided by the Arbitrator.

Section 5: Expedited Arbitration

A Committee shall be established during the term of the agreement to develop and implement a system of expedited arbitration of grievances.

ARTICLE XVI - 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, 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 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 2: No Strike

The Union agrees to comply with all terms of the Labour Relations Board of British Columbia Consent Order dated May 13, 2019 (Supplement No. 4).

Section 3: No Lockout

The Company agrees to comply with all terms of the Labour Relations Board of British Columbia Consent Order dated May 13, 2019 (Supplement No. 4).

Section 4: Working Foreman

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 doing so 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 effort is made to find a replacement.

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 month's 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 fulltime 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: Contractors

With regard to the application of Article XVI, Section 8, Contractors, it is agreed the Company will have the right to contract out work as may be required to support an efficient and viable operation of Conifex Power. It is also agreed that the process of contracting out will not result in a causal link to the layoff of bargaining unit employees.

Section 7: Tools

- a) The Company will repair or replace those Tradesman tools that are damaged or broken in the performance of regular duties.
- b) The Company will make available Tradesmen's tools required upon the introduction of the metric system.
- c) During the introduction of equipment which requires the use of metric tools, the Company will make metric tools available at no cost, for use by Tradesmen.

Section 8: First Aid Training

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

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

Section 9: 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 shall 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 wage paid by that contractor and not any other payment or working conditions.

Section 10: Disciplinary Action

For discipline investigative meetings, or where a verbal warning, written warning, suspension or termination is being issued, the employee shall have the option of requesting Union representation.

Discipline will remain on the employees' file for 24 months and will not be used after that period provided no other discipline has occurred during that time. In disciplinary cases involving harassment the time limits may be extended. The employee must be informed of this decision at the time of the discipline.

Section 11: 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 CONIFER and the USW for the purpose of assistance in the resolution of such matters.

Section 12: Chargehand

A designated Chargehand acting as a representative of the Company is a work coordinator 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.

Any premiums being paid, in excess of this agreement, will be withdrawn effective September 1, 1997.

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

Training received by a Chargehand, other than training received in accordance with divisional agreements, will not be recognized for future job postings or in the application of seniority at a reduction of forces.

It is understood that Chargehands do not have priority to overtime over and above divisional overtime agreements.

Section 13: Humanity Fund

- a) The Company agrees to deduct on a bi-weekly basis the amount of 1¢ per hour from the wages of all employees in the bargaining unit for all hours worked.
- b) Prior to the 15th day of the month following said deduction, the Company shall pay the amounts to the “Humanity Fund” and will forward such payment to United Steelworkers National Office, 234 Eglinton Avenue East, Toronto, Ontario, M4P 1K7. The Company will advise in writing both the Humanity Fund at aforementioned address and the Local Union that such payment has been made, the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made.

Section 14: Utility/Relief

Without restricting the employer’s rights under any other provision of the Collective Agreement, or under any local agreement, when the employer requires a permanent utility/relief operator position it will be posted in accordance with local job posting supplements.

Section 15: Support from Conifex Inc., Mackenzie Division

It is understood that trades employees from Conifex Inc., Mackenzie Division may be deployed from time to time and assigned to tasks within Conifex Power Limited Partnership as circumstances may necessitate.

It is understood that production employees, and in particular clean up employees, from Conifex Inc., Mackenzie Division may be deployed from time to time and assigned to tasks within Conifex Power Limited Partnership as circumstances may necessitate.

Employees assigned under such circumstances will continue to be employees of Conifex Inc., Mackenzie Division, and will not be deemed to be employees of Conifex Power Limited Partnership.

ARTICLE XVII - HEALTH AND WELFARE

Section 1: Medical

- a) The Company agrees to provide medical coverage for its employees by participating in the Medical Services Plan of British Columbia. Effective January 1, 2004, the obligation of the employer to enroll and cover an employee for MSP of British Columbia is triggered only when the employee is not already covered by MSP by some other means.
- b) The Company agrees to provide Extended Health Benefits including Hospitalization coverage 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) Extended Health Care:
 - i) Effective January 1, 2007 the annual Extended Health Care deductible will be increased from fifty dollars (\$50.00) to seventy-five dollars (\$75.00) for single or family coverage.
 - ii) Effective July 1, 2004 the Extended Health Care Plan shall provide benefits for the surviving spouse and eligible children for a period of 24 months in the event of the death of an active member.
 - iii) Effective July 1, 2004 the Extended Health Care Lifetime Maximum shall be increased from \$50 000 to \$75 000.
 - To \$100,000, effective on ratification of the 2013 to 2018 Collective Agreement.
 - To \$150,000 on July 1, 2014.
 - To \$200,000 on July 1, 2015.
 - To \$250,000 on July 1, 2016.
 - To \$300,000 on July 1, 2017.
- d) Medical coverage eligibility shall be the first of the month following date of employment.
- e) Total cost of providing medical coverage, including Extended Health Benefit coverage shall be borne by the Company.
- f)
 - i) Lay-off coverage for employees with more than three (3) months' seniority, but less than one (1) year's 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 layoff 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 layoff coverage to which he/she was entitled, if the recall occurred during the period of lay-off coverage.

- g) Participation in the Plan is to be a condition of employment

- h) Coverage to be 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.

- i) Effective on first of the month following ratification of the 2013-2018 agreement, the vision care limit will be increased by a further one hundred fifty dollars (\$150) from the two hundred fifty dollars (\$250) to four hundred dollars (\$400) per member or dependent in any 24-month consecutive period. This benefit will be amended to include the cost of laser eye surgery, and/or eye exams.

- j) Effective July 1, 1997, the Physiotherapist/Massage Practitioner's limit will be increased by fifty dollars (\$50) from five hundred dollars (\$500) per member or dependent per calendar year to five hundred and fifty dollars (\$550) per member or dependent per calendar year.

- k) Effective January 1, 2019, the coverage for Psychologist or Registered Counsellor will be increased to \$1,000 per member or dependent per calendar year.

- l) Effective January 1, 2019, the Chiropractors/Naturopath Physicians' limit will be increased by one hundred and fifty dollars (\$150) from six hundred dollars (\$600) to seven hundred and fifty dollars (\$750) per member or dependent per calendar year.

- m) Effective July 1, 1998, the Orthopedic Shoes limit will be increased by one hundred dollars (\$100) from four hundred dollars (\$400) to five hundred dollars (\$500) for adults, and from two hundred dollars (\$200) to three hundred dollars (\$300) per child, per calendar year.

- n) Effective January 1, 2019, the coverage for prescribed orthotics will be five hundred dollars (\$500) per member or dependent per five (5) year period.

- o) Effective July 1, 1999, the Hearing Aid limit will be increased by one hundred and fifty dollars (\$150) from four hundred dollars (\$400) every five (5) years for children to five hundred and fifty dollars (\$550) every five years. Effective July 1, 1999, establish the same five hundred and fifty dollar (\$550) limit per member or dependent, every five years, unless there is alternate coverage provided for.

- p) Effective January 1, 1998, extend the existing Extended Health Benefits Plan to incorporate a Medical Travel Allowance for necessary travel from remote areas in accordance with Supplement No. 10.

- q) Effective July 1, 2000, the existing extended health plan will be amended to include the following specialty items:
- i) Gloves for members or dependents who use wheelchairs
 - ii) Catheters
 - iii) Bath bench suction cups
 - iv) Hydraulic lifts for getting in and out of bath tubs
 - v) Repairs to specialty items; wheelchairs
 - vi) New tires for wheel chairs
 - vii) Wheel chair purchase or replacement
- r) It is agreed to implement a pay direct drug card under the EHC plan, coincidental with the following EHC drug plan design features:
- Low Cost Alternative.
 - Pharmacy mark-up maximum.
 - Pharmacy dispensing fee cap.
 - The mark up maximum and dispensing fee cap will be reviewed on July 1 of each year, and will be adjusted to be consistent with the BC Ministry of Health (Health Insurance BC) levels.
- Issuance of the pay direct drug card will occur coincidental with the PBC re-enrolment process necessitated by the PBC system upgrade; Target date July 1, 2014.
- s) The Parties agree that the employees of Conifex Power Limited Partnership continue to participate in the Conifex Mackenzie – USW 1-2017 Medical Travel Plan.

Section 2: Insurance Coverage

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

a) CONIFER - USW Board of Trustees

The Board of Trustees, composed of three (3) members representing USW and three members representing CONIFER are responsible for the administration of the Northern Interior Forest Industry Benefit Plan. The Trustees are also responsible for the selection of carriers, funding, adjudication of compassionate appeals, and Health and Welfare problems directly related to the Plan.

The following coverage will be provided by the Company on an industry-wide basis with a common carrier.

- b) Group Life Insurance for each qualified employee is \$140,000.
- c) Accidental Death and Dismemberment Insurance for each qualified employee is \$140,000 (24 hour coverage).
- d) Weekly Indemnity for each qualified employee:

- i) Effective on the first of the month following notice of ratification of the 2013 to 2018 Collective Agreement the Weekly Indemnity benefit level will be adjusted to the EI weekly rate plus one hundred dollars (\$100).
- ii) Weekly Indemnity to commence the first day of accident and the sixth day of illness for a period of fifty-two (52) weeks. Effective July 1, 2004 the 52 week Weekly Indemnity period will change to 26 weeks for employees who become disabled on or after July 1, 2004.
- iii) In the case of disability caused by non-occupational illness, Weekly Indemnity benefits will be payable commencing the first day of any such absence where the illness results in the claimant being hospitalized as a bed patient, and in cases where surgery (including laser surgery for a medical reason) is performed which necessitates loss of time from work.
- iv) 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/she was scheduled to return to work. In order to qualify for this coverage the employee must have returned to his/her place of residence in British Columbia unless his/her disability required him/her 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.
- v) Absences due to the same or related causes will be considered one (1) continuous absence unless the employee returns to work on a full-time basis for at least four (4) continuous weeks between absences.
- vi) 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 party subrogation clause be adopted so that the Weekly Indemnity Plan can be reimbursed from damages recovered from a liable third party for illness, injury or income loss. The Plan will be entitled to recover the full amount of benefits paid to the member which exceeds 100% of the member's pre-disability gross income. Gross income will be calculated by using the member's regular hourly job rate times (x) 40 hours. Trustees to work out the application and details, including the deduction of legal fees from the settlement and the execution of a reimbursement agreement.
- e) Total cost of providing insurance coverage shall be borne by the Company.
- f) Eligibility shall be the first of the month following date of completion of thirty (30) working days within the three (3) calendar months following the date of entering employment.

- g) 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 10th, 1983, are in receipt of Weekly Indemnity, W.C.B. 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 10th, 1983, the Group Life Waiver of premium clause will terminate at age sixty-five (65)

- h) Coverage will be portable for all employees covered by collective agreements between members of CONIFER, Forest Industrial Relations Limited, the Interior Forest Labour Relations Association, West Fraser Limited, and Canfor Limited, and the USW, and there shall be no waiting period for qualified employees changing employers within the Industry.
- i)
 - i) Layoff coverage for employees with more than three (3) month's seniority, but less than one (1) year's seniority will be three months. Layoff coverage for employees with one (1) or more year's seniority will be six (6) months.
 - ii) In order for reinstatement of layoff coverage to occur there must be a return to regular full-time employment. An employee returns to regular full-time employment when he/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 layoff coverage to which he/she was entitled, if the recall occurred during the period of layoff coverage.
- j) 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 80% of approved schedule of fees. Recall and cleaning checkups every nine (9) months. Effective July 1, 2014, white fillings shall be eligible under the dental plan subject to the existing deductions in the plan.
- 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 - \$4,000.00, effective first of the month following notice of ratification of the 2013 to 2018 collective agreement. No waiting period required.
- d) Total premium cost to be borne by the Company.

- e) Eligibility shall be the first of the month following date of completion of thirty (30) working days within the three (3) calendar months following the date of entering employment.
- f) Coverage will be portable for all employees covered by collective agreements between members of CONIFER, Forest Industrial Relations Limited, Interior Forest Labour Relations Association, West Fraser Limited, Canfor Limited and the USW, and there shall be no waiting period for qualified employees changing employers within the industry.
- g) Effective January 1, 2004 the Dental Plan shall provide benefits for the surviving spouse and eligible children for a period of 24 months in the event of the death of an active member.
- h)
 - i) Layoff coverage for employees with more than three (3) months seniority, but less than one (1) year's seniority will be three (3) months. Layoff coverage for employees with one (1) or more year's seniority will be six (6) months.
 - ii) In order for reinstatement of layoff coverage to occur there must be a return to regular full-time employment. An employee returns to regular full-time employment when he/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 layoff coverage to which he/she was entitled, if the recall occurred during the period of layoff coverage.
- h) Participation in the Plan is to be a condition of employment.

ARTICLE XVIII - PENSION PLAN

Section 1:

The Parties agree to establish a Pension Plan in accordance with the terms and conditions of the Memorandum of Agreement of the Pension and Sub-Committee dated August 17, 1977.

Section 2: Hourly Contribution

The per hour worked contributions in effect as of July 1, 2013 are as follows:

- \$2.675 per hour worked contribution from the employer
 - \$1.625 per hour worked contribution from the employee
- a) Effective July 1, 2014, an increase to the employer per hour worked contribution of \$1.00 per hour worked resulting in a total of \$3.675 per hour worked employer contribution.
- b) Effective July 1, 2014, an increase to the employee per hour worked contribution of \$0.60 per hour worked resulting in a total of \$2.225 per hour worked employee contribution.

Section 3: Graduated Retirement

CONIFER and the Union will participate on a committee to explore and implement changes during the term of the 2003 - 2009 Agreement.

The parties agree that when the Pension Plan permits graduated retirement, this section will be engaged and activated

ARTICLE XIX - LONG TERM DISABILITY

Effective July 1st, 1982, a Long Term Disability Plan be provided based on the following general principles:

- a) The Plan to become effective July 1st, 1982.
- b) Effective the first of the month following ratification of the 2018 to 2023 Collective Agreement, contributions from the Employer and the Employee to the Plan will be reduced from \$1.20 per Employee per hour worked (60 cents per hour from the Employee and 60 cents per hour from the Employer) to 76 cents per Employee per hour worked (38 cents per hour from the Employee and 38 cents per hour from the Employer).

The Plan Actuary will update the Board of Trustees on the estimated financial position of the Plan as a standing agenda item every Board meeting. Effective the first of the month following the Board meeting where the Plan Actuary estimates the Plan is at or below a 120% funded ratio, the contributions to the Plan will be adjusted to a level so as to maintain the 120% funded ratio position (using the same methodology as used to determine the 172% as of September 30, 2017 valuation).

The maximum total contribution rate will be a total of \$1.20, split 50/50 between Employer and Employee.

- c) Effective July 1, 2004, Employees who become disabled on or after July 1, 2004, shall be eligible to apply for LTD benefits after a 26 week qualifying period.
- d) A Board of Trustees will be constituted with equal representation from the Union and the Industry, to be responsible for establishing the terms of the Plan and the on-going administration.
- e) The Trustees will select a qualified actuary to assist them and to ensure the establishment of actuarially sound reserves to fund the benefits provided by the Plan.
- f) The Trustees will enter into a Trust Agreement which will include provision for a procedure to settle any major dispute that may arise with regard to the provisions of the Plan.
- g) **Protection Against Withdrawals**
Withdrawing employer to be assessed for both the employer and employee share of the unfunded liability in cases of negotiated withdrawal, decertification or relocation closure. The unfunded liability formula to be uniform and based on the Plan's unfunded liability divided by the total number of Plan members (at the time of the most recent Plan Valuation) multiplied by the number of Plan members affected by the withdrawal. The Plan Trustees are to be directed to amend the participation agreement accordingly.

ARTICLE XX - JOB TRAINING

The parties agree to the following principles will be applicable to training and promotion at Conifex Power:

- a) Individuals must present with a minimum Fourth Class Engineer credential to be hired.
- b) Escalation through positions in the operation will follow a line of progression format.
- c) The Company will support time away to attend Vocational School as may be required and reasonable corresponding study time.
- d) When promotional opportunities are apparent, the Company will follow the principle of Seniority, Competency considered in making selections.
- e) Issuance of temporary certificates will be at the discretion of management and include consultation with the Local Union. In the event a temporary certificate is issued a corresponding progression plan must be agreed to.

The Company and the Union agree to meet at the request of the other party to review the process of training and promotion in order to effectively address any apparent concerns.

ARTICLE XXI - APPRENTICESHIP AND POWER ENGINEERING TRAINING PROGRAM

Section 1: Maintenance (Trades) Apprenticeship Training Program

- a) Apprenticeship Training Programs will be in accordance with Supplement No. 1, attached hereto and forms part of this Agreement.
- b) The Company will pay the apprentice, while attending training school, the following:
 - i) LIVING AWAY FROM HOME ALLOWANCE
Forty dollars (\$40) per day to maximum of two hundred eighty dollars (\$280) per week, for apprentices who are required to maintain a second residence while attending school.
 - ii) TRAVEL ALLOWANCE
Fifty cents (\$0.50) per kilometer based on the distance for one (1) round trip to school per year. This distance will be as per a schedule based on the distance between town of employment and the school. If an employee is attending school outside of their community for more than 6 consecutive weeks he/she will qualify for a second return trip.

COMMUTING ALLOWANCE, for apprentices who live at home and attend school. Fifty cents (\$0.50) per kilometer if commuting greater than 30 kilometres each way from the 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.

iii) WAGES

Wage replacement of eight (8) hours per day at the regular apprenticeship rate of pay for each day of training attended.

iv) Apprenticeship Books & Tuition

While attending training school, apprentices will receive reimbursement for tuition fees and the cost of required text books.

Section 2: Maintenance (Trades) Apprenticeship Selection Tests

The Parties agree to utilize the same Apprenticeship Selection Tests as are used in the Southern Interior.

The tests will be used to test applicants prior to selection in accordance with the Letter of Understanding, titled 'Selection of Apprentice Procedure' dated December 22, 1994. It is understood that the position will be awarded to the senior applicant who passes the test.

It is agreed to formulate a committee during the term of the collective agreement to review all aspects of the administration of apprenticeship training, including but not limited to selection processes and prospective loyalty arrangements. The committee will select up to three members from CONIFER and three members from USW Northern Locals. The committee will meet to commence this process by January 1, 2011, to be completed by April 2011.

Effective on Ratification of the 2013 to 2018 Collective Agreement, the current (at February 5, 2014) arrangements and processes will be maintained status quo in each Local Union.

The CONIFER – USW apprenticeship review committee will be re-constituted and will reconvene to once again review all aspects of the administration of apprenticeship training. Composition of the committee will consist of three representatives from CONIFER and three representatives from the USW Northern Locals. The first meeting of this committee will take place by March 1, 2014 with a target ratification date of June 30, 2014.

The objective of this committee will be to realize a new Letter of Understanding on Apprenticeship training, including addressing the core topic of selection process. The new Letter of Understanding will be subject to ratification by both parties.

Section 3: Power Engineering Training Program

- a) Power Engineering training will be in accordance with Technical Safety BC programs.
- b) The Company will reimburse employees who are enrolled in a Power Engineering Certificate Program or any other programs required by the Company. Said reimbursement to be one hundred percent (100%) of the following costs incurred of each exam, once, required for a 4th Class Ticket, 3rd Class Ticket, 2nd Class Ticket and 1st Class Ticket:

- i) Cost of correspondence books and tuition upon passing the test.
 - ii) Cost of lost-time wages required to write exams as defined in c).
- c) It is understood that due to the scheduling of an exam, when an employee is required to write an exam on a day he would have otherwise worked as part of his normal schedule, that employee will be paid regular wages for that day regardless of the outcome of the exam. The writing of an exam needs to be approved by Plant Management thirty (30) days in advance of the writing.

ARTICLE XXII - 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 which 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 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 VIII - 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 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 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.

Section 4: Option

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

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

ARTICLE XXIII - 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 Workers' 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.
- 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 and maintain same for use for all Conifex Power Limited Partnership full-time employees.

ARTICLE XXIV - 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 fifty dollars (\$50.00) in respect of each employee's claim.

ARTICLE XXV - EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

The Company will provide for an Employee and Family Assistance Program.

ARTICLE XXVI - NEW AND EVOLVING WORK

Supplement No. 2 contains the agreed-upon general principles and parameters concerning New and Evolving Work, including Dispute Resolution and Task Force.

ARTICLE XXVII – EDUCATION FUND

Contributions to the fund will be at \$0.05/hour worked per employee.

Effective the first of the month following notice of ratification of the 2013-2018 collective agreement, contributions to the fund will be increased by \$0.01 per hour for a total of \$0.06 per hour worked per employee.

Effective March 1, 2015, contributions to the fund will be increased by \$0.01 per hour for a total of \$0.07 per hour worked per employee.

Effective March 1, 2016, contributions to the fund will be increased by \$0.01 per hour for a total of \$0.08 per hour worked per employee.

Effective March 1, 2023, contributions to the fund will be increased by \$0.01 per hour for a total of \$0.09 per hour worked per employee.

The funds shall be remitted to USW Local 1-2017 and will be via an individual remittance cheque and clearly identified as “education funds”. The Education Fund will be used specifically in the development and delivery of programs, which may include:

- Grievance Handling
- Collective Bargaining
- Environmental Issues
- Land Use Issues
- Stewards Training
- Parliamentary Procedure and Public Speaking
- Communication Skills
- Leadership Training
- Economic Issues
- Benefits Training
- Health and Safety

ARTICLE XXIII - DURATION OF AGREEMENT

Section 1:

The Parties hereto mutually agree that this Agreement shall be effective from and after the first (1st) day of July, 2018, to the thirtieth (30th) day of June, 2023, 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 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 the conclusion of the negotiation resolution process outlined in the Labour Relations Board of British Columbia Consent Order dated May 13, 2019.

Section 2:

The Parties hereto agree that the operation of Sections 50(2) and 50 (3) of the Labour Relations Code of British Columbia, R.S.B.C. 1992, C82 is excluded from this Agreement.

DATED this _____ day of _____, 2020.

FOR:
Conifex Power Limited Partnership

FOR:
USW, Local 1-2017

President

Financial Secretary

SUPPLEMENT NO. 1

APPRENTICESHIP TRAINING PROGRAM

between

COUNCIL ON NORTHERN INTERIOR FOREST EMPLOYMENT RELATIONS
(CONIFER)

and

IWA-CANADA
LOCAL 1-424 & 1-425 C.L.C.

in co-operation with

DIRECTOR OF APPRENTICESHIP & INDUSTRIAL TRAINING
PROVINCE OF BRITISH COLUMBIA

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. | Millwrights | - 4 year program |
| 2. | Heavy Duty Mechanics | - 4 year program |
| 3. | Steamfitter/Pipefitter | - 4 year program |
| 4. | Machinist | - 4 year program |
| 5. | Electrician | - 4 year program |
| 6. | Welder | - to be established |
| 7. | Instrument Mechanic | |

ARTICLE III - GENERAL PRINCIPLES

Section 1: Collective Agreement

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

Section 2: Right to Continue

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

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 failure to pass such a test, the Apprentice will be given an second (2nd) opportunity, but in the event of failure to pass on the occasion of the second (2nd) such test, he/she 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 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 practical 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

Entrance 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 this 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.

Section 5: Age Limit

There will be no age limit for applicants.

ARTICLE V - TRAINING SCHEDULES

Section 1: Assignment as Helper

All successful applicants, except Welder Apprentices (see appropriate appendix), will be registered as Apprentices and be assigned as Helpers for an eleven (11) month period, prior to attending vocational school, unless the applicants' previous experience renders such assignments unnecessary.

A program for the aforementioned Welder Apprentices will be established by June 1st, 1968.

Section 2: 4-Year Schedule

	<u>Rating</u>	<u>At Operation</u>	<u>At School</u>
First Year	Helper	first 11 months	last 4 weeks
Second Year	Helper	first 11 months	last 4 weeks
Third Year	Improver	first 11 months	last 4 weeks
Fourth Year	Improver	first 11 months	last 4 weeks

Section 3: 3-Year Schedule

	<u>Rating</u>	<u>At Operation</u>	<u>At School</u>
First Year	Helper	first 11 months	last 4 weeks
Second Year	Improver	first 11 months	last 4 weeks
Third Year	Improver	first 11 months	last 4 weeks

Section 4: Electricians

Notwithstanding the provisions of Sections 2 and 3 herein, the Electrician Apprentices shall be required to take eight (8) weeks at school during each year of the Program instead of four (4) with the period in the operation reduced accordingly.

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/she is working.
- b) That he/she is working in the maintenance department.
- c) That all work normally done by the maintenance department is being performed by the persons employed in the maintenance department.
- d) That nothing in this clause shall prohibit the laying off of journeyman, helpers or apprentices if they are not required.
- e) That a journeyman may, when facing lay-off, choose to exercise his/her seniority into categories outside of the maintenance area at the job rate if his/her seniority and ability entitle him/her 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/her test shall receive an increment agreed to between the Company and the Union during his/her second term as a Helper.
- 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 an increment agreed to between the Company and the Union during his/her second term as an Improver.
- e) Persons employed as Journeymen, and who are certified as such, shall receive the certified rate for the trade as agreed to between the Company and the Union.

Section 2: Expense

Article XXI, Section 1 (b) of the Collective Agreement addresses expense coverage for apprentices to attend technical training.

The employer's contribution for the last (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/her own, the delay shall not prejudice his/her 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 Department of Labour, Apprenticeship and Industrial Training Branch regarding the content of tests, standards of marking and the school curriculum with respect to the registered Apprentices.

The Board shall not be responsible for the actual setting or marking 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/she can then become indentured as an Apprentice at no reduction in rate 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 Tradesmen's Qualifications, or who become indentured under the Apprenticeship and Tradesmen's Qualification Act. The committee will also 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/herself for the job.

Section 3:

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

SUPPLEMENT NO. 2

LETTER OF UNDERSTANDING

New and Evolving Work

Preamble

CONIFER and IWA-CANADA agree to a process which seeks to balance the economic concerns of the member companies with the needs of their employees to have access to New and Evolving Work within the Northern Interior Forest Industry.

This process is intended to deal with:

- i) employment for regular company employees who are displaced by reduction in Annual Allowable Cuts or other land use decisions.
- ii) additional opportunities for bargaining unit employment in new work that may be created in the forest industry.
- iii) replacement bargaining unit employment in new or evolved work which may develop in future

Process:

1. This letter establishes a process for the Company and the Local Union to discuss opportunities for having company employees perform new and evolving work within the forest industry in:
 - Value Added
 - Remanufacturing
 - Opportunities created through B.C. Forest Renewal funding.
2. Companies and Local Unions are committed to working together towards making new work opportunities available to company employees. It is understood to accomplish these goals the parties must achieve:
 - efficiency and cost effectiveness on a fair and reasonable basis
 - quality objectiveness
 - safety objectives
3. The parties recognize that they cannot reasonable anticipate all circumstances and situations which may arise so cannot prescribe comprehensive solutions in advance.

4. The parties agree that early joint preparation is an important contributor to the successful implementation and administration of the New and Evolving Work Letter. To this end, the respective negotiating committees will be jointly available to clarify this agreement, and to assist parties on a case by case basis.
5. Issues must be resolved in a timely fashion.
6. This letter will expire on June 30, 2000, unless specifically renewed by both parties.

Dispute Resolution Process:

In order to assist member companies and Local Unions in resolving disputes which may arise as a result of this Letter, CONIFER and IWA-Canada agree to:

- a) Establish a joint Dispute Resolution Committee comprised of three (3) representatives from management and three (3) representatives from the Union to fact find and assist the company and Local Union in reaching a solution.
- b) Management or the Local Union can request the assistance of the Dispute Resolution Committee.
- c) The Dispute Resolution Committee may utilize the services of facilitators, mediators, or whatever means in order to reach a final recommended resolution.

Agreed to on behalf:

IWA - CANADA

**COUNCIL ON NORTHERN INTERIOR
FOREST EMPLOYMENT RELATIONS**

Signed by:

Signed by:

H. Arcand
B. Symmes
F. Everitt

D. A. Gunderson
R. A. Rogers

Date: October 4, 1994

Date: October 4, 1994

Paragraph 6 amended by Memorandum of Agreement dated 7th August 1997.

NEW AND EVOLVING WORK
CLARIFICATION OF N.E.W. IMPLEMENTATION

The Parties agree to:

- (a) Activate the Task Force provided for in Supplement No. 9 by June 30, 1998.
- (b) In the event there are unresolved issues related to the implementation of the N.E.W. process the company or local union concerned will seek the assistance of the Dispute Resolution Committee in resolving the issues.
- (c) Appendix No. 9 contains the agreed-upon general principles and parameters concerning New and Evolving Work, including Dispute Resolution and Task Force.

By Memorandum of Agreement 7th August 1997.

LETTER OF UNDERSTANDING

Task Force

CONIFER and IWA-Canada have agreed to a Task Force, comprised of three (3) representatives from management and three (3) representatives of the Union, with co-Chairmen from each party. The Task Force will examine the changes and trends in the forest industry.

The terms of reference for the Task Force will be as follows but may include other matters the parties wish to explore.

1. To examine the change(s) taking place within the Industry and the impact on Union/Management relations.
2. To identify any procedure, policy, agreement, work schedules, method, working environment, people utilization, and company practice which contributes to efficient, safe production performance while expanding the current workforce.
3. To identify what changes are appropriate to improve the overall Industry's ability to harvest and manufacture the timber in a safe, economical manner.
4. To identify opportunities for employees to learn new skills and to train company employees to operate the equipment and perform the other jobs associated with the evolving jobs within the B.C. Forest Industry.
5. The Task Force will submit reports with recommendations to the Union and Management Negotiating Committee on a regular basis with measures that will address the changes needed within the Forest Industry.
6. This Letter will expire on June 30, 2000, unless specifically renewed by both parties.

Agreed to on behalf:

IWA - CANADA

**COUNCIL ON NORTHERN INTERIOR
FOREST EMPLOYMENT RELATIONS**

Signed by:

H. Arcand
B. Symmes
F. Everitt

Signed by:

D. A. Gunderson
R. A. Rogers

Date: October 4, 1994

Date: October 4, 1994

SUPPLEMENT NO. 3

**LETTER OF UNDERSTANDING
RETURN TO WORK AND
L.T.D. PLAN DISABILITY MANAGEMENT,
INCENTIVES AND REHABILITATION**

COUNCIL ON NORTHERN INTERIOR FOREST EMPLOYMENT RELATIONS and I.W.A. CANADA will jointly consider plan modifications that will both improve the delivery of Rehabilitation within the Long Term Disability Plan, and will encourage and facilitate the development and establishment of Disability Management systems in participating employers' operations.

The Trustees are directed to develop Plan modifications that will:

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.

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

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

By Memorandum of Agreement 7th August 1997.

SUPPLEMENT NO. 4

BRITISH COLUMBIA LABOUR RELATIONS BOARD

IN THE MATTER OF AN APPLICATION PURSUANT TO
THE *LABOUR RELATIONS CODE*, R.S.B.C. 1996, c.244

BETWEEN:

CONFIFEX POWER LIMITED PARTNERSHIP AND CONFIFEX,
MACKENZIE FOREST PRODUCTS INC.

(the "Employer")

AND:

UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION, LOCAL 1-2017

(the "Union")

BEFORE THE LABOUR)
RELATIONS BOARD)
BRETT MATTHEWS, VICE-CHAIR)

MONDAY, THE 13TH DAY
OF MAY, 2019

CONSENT ORDER

WHEREAS the Labour Relations Board (the "Board") received an application from the Employer pursuant to Sections 49(1) and (2), 65(3), 133(1)(a), and (f), 136, 139 and 143 of the *Labour Relations Code* (the "Code"), alleging, among other things, that the Union agreed to forego its rights to engage in strike and/or picketing activities at the Confifex Power Plant and seeking various relief in that respect (the "Application");

AND WHEREAS the undersigned was established as a Panel of the Board pursuant to Section 117 of the Code to deal with this matter;

AND WHEREAS the Employer and the Union were able to settle their differences, and the Board is satisfied that the terms of the settlement are not contrary to the Code, a collective agreement or the Regulation, and the parties have requested the Board to issue the following Consent Order.

NOW THEREFORE, PURSUANT TO SECTION 133(3) OF THE *LABOUR RELATIONS CODE*, THE LABOUR RELATIONS BOARD ISSUES THE FOLLOWING ORDER BY CONSENT:

1. The Labour Relations Board orders the Employer and the Union to comply with the terms of their memorandum of agreement dated May 10, 2019, a copy of which is attached hereto and forms part of this Consent Order.

DATED AND EFFECTIVE at Vancouver, British Columbia, this 13th day of May, 2019.

LABOUR RELATIONS BOARD

A handwritten signature in black ink, appearing to read 'B. Matthews', with a long horizontal flourish extending to the right.

BRETT MATTHEWS
VICE-CHAIR

MEMORANDUM OF AGREEMENT

BETWEEN

CONIFEX POWER LIMITED PARTNERSHIP
BY ITS GENERAL PARTNER CONIFEX POWER INC

(COMPANY)

AND

THE UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS
INTERNATIONAL UNION, LOCAL 1-2017

(UNION)

Re: Resolution of BC Labour Relations Board Application (BC LRB case No. 72261/18, dated September 6, 2018) Future Bargaining Structure for Conifex Power Limited Partnership

Background:

A BC Labour Relations Board (LRB) proceeding has been underway following an Application by the Company dated September 6, 2018. The Company agrees to withdraw its Application in BC LRB Case No. 72261/18, contingent upon the parties' acceptance of the following terms of agreement between the Company and the Union:

2019 Negotiations

1. The following terms apply to current collective bargaining and the present employment conditions.
- a) The Company hereby voluntarily recognizes the Union as the bargaining agent for a stand-alone bargaining unit consisting of all employees of Conifex Power except those excluded by the Code (the "Power Plant Unit") at the Conifex Power facility in MacKenzie, BC (the "Power Plant").

- b) The current terms and conditions of employment that govern the Power Plant Unit are those in the Conifex Mackenzie Forest Products Inc. 2013-18 collective agreement, as augmented by the MOA of November 2, 2012 between Conifex Power and USW Local 1-424 (the "Power Plant Unit Collective Agreement") which shall continue until a renewal Power Plant Unit Collective Agreement is agreed or awarded.
- c) The Company and Union will commence negotiations for a renewal Power Plant Unit Collective Agreement expeditiously following ratification of the renewal of the 2013-18 Conifex Mackenzie Forest Products Inc. collective agreement.
- d) In the event the parties reach an impasse in bargaining a renewal Power Plant Unit Collective Agreement, any outstanding issues will be decided by interest arbitration, using a jointly selected arbitrator.
- e) Should the parties be unable to reach an agreement on an arbitrator, they shall apply to the Minister to appoint one.
- f) The cost of the interest arbitration will be shared equally between the Company and Union, with each of those parties responsible for its own costs.
- g) Sections 90 to 96 of the *Labour Relations Code* apply to the interest arbitrator and interest arbitration process.
- h) The term of the renewal Power Plant Unit Collective Agreement and any subsequent agreement will be such that it expires at or after the expiration of the contemporaneous Conifex Mackenzie Forest Products Inc. collective agreement or as otherwise agreed by the parties.
- i) In light of the parties' acceptance of interest arbitration as the method of settling the terms of a new Power Plant Unit Collective Agreement the parties agree that they have surrendered their rights under s. 59 and 78 of the *Code* and:
 - i) the Company agrees it will not lockout the Power Plant Unit; and
 - ii) the Union agrees it will not engage in any strike activity or picketing of the Company or at the Power Plant;

for any reason, including after the expiry of the Power Plant Unit Collective Agreement.

Future Collective Bargaining Structure

2. The following terms apply to future collective bargaining and employment conditions.

- a) The term of all renewal Power Plant Unit Collective Agreements will be such that they expire on or after the expiration of the contemporaneous Conifex Mackenzie Forest Products Inc. collective agreement or as otherwise agreed by the parties.
- b) Collective bargaining for the next renewal of the Power Plant Unit Collective Agreement will commence expeditiously following the ratification of the renewal of the contemporaneous Conifex Mackenzie Forest Products Inc. collective agreement or as otherwise agreed by the parties.
- c) In the event the parties reach an impasse in bargaining a renewal Power Plant Unit Collective Agreement, any outstanding issues will be decided by interest arbitration, using a jointly selected arbitrator.
- d) Should the parties be unable to reach an agreement on an arbitrator, they shall apply to the Minister to appoint one.
- e) The cost of the interest arbitration will be shared equally between the Company and Union, with each of those parties responsible for its own costs.
- f) Sections 90 to 96 of the *Labour Relations Code* apply to the interest arbitrator and interest arbitration process.
- g) In light of the parties' acceptance of interest arbitration as the method of settling the terms of renewal Power Plant Unit Collective Agreements the parties agreed that they have surrendered their rights under s. 59 and 78 of the *Code* and:
 - i) the Company agrees it will not lockout the Power Plant Unit;
 - ii) the Union agrees it will not engage in any strike activity or picketing of the Company or at the Power Plant;


for any reason, including after the expiry of the Power Plant Unit Collective Agreement.

3. This Agreement will be contained in a Consent Order of the British Columbia Labour Relations Board. The BC Labour Relations Board shall retain jurisdiction to determine any issues related to the application or interpretation of this MOA.

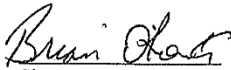
4. Following execution of this MOA, the parties will work together, with assistance as may be required from respective legal counsel, to update the applicable BC LRB certifications in order that they are consistent with the bargaining structure and approach outlined in this MOA.

Agreed to by the authorized representatives of:

CONIFEX POWER LIMITED PARTNERSHIP BY ITS GENERAL PARTNER CONIFEX POWER INC. May 10, 2019

<u></u>	<u>Kristen Gammel</u>	<u>Director, People & Safety</u>
Signature	Name	Position

UNITED STEELWORKERS, LOCAL 1-2017

<u></u>	<u>BRIAN O'ROURKE</u>	<u>PRESIDENT</u>
Signature	Name	Position

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