

# **COLLECTIVE AGREEMENT**

**between**

**UNITED STEELWORKERS  
LOCAL 1-2017, C.L.C.**

**AND**

**WEST FRASER MILLS LTD.  
QUESNEL PLYWOOD DIVISION**

**Effective:**

**July 1, 2023, to June 30, 2027**

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## **AGREEMENT**

THIS AGREEMENT, made and entered into as of the 1st day of July, 2023.

### **BETWEEN:**

WEST FRASER MILLS LIMITED,  
(CARIBOO DIVISION)  
(hereinafter called the "Company")

OF THE FIRST PART,

### **AND:**

UNITED STEELWORKERS  
LOCAL 1-2017, C.L.C.  
(hereinafter called the "Union")

OF THE SECOND PART.

1. WHEREAS it is the intent and purpose of the Parties here to 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 covering rates of pay, hours of work, and conditions of employment to be observed between the Parties hereto;
2. AND WHEREAS the Company accepts responsibility to observe each and all provisions and conditions of this Agreement and to promote orderly and peaceful relations with the employees;
3. AND WHEREAS the Union accepts responsibility to observe each and all provisions and conditions of this Agreement and to promote orderly and peaceful relations with the Company:

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

### **ARTICLE I - BARGAINING AGENCY**

#### **Section 1:**

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

## **Section 2:**

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

## **Section 3:**

The Company and the Union shall meet at such time and place as may be mutually agreed upon for the purpose of discussing wages and working conditions and adjusting any matters within the confines of the Agreement which come within the scope of Collective Bargaining between the employee and the Company.

## **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 UNITED STEELWORKERS Local 1-2017 have been certified as bargaining agents, except and excluding supervisors and others having authority to hire and fire, supervisory officials and salespeople.

## **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 shall not be used for the purpose of discrimination against employees.

### **Section 2:**

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

## **ARTICLE IV - UNION SECURITY**

### **Section 1:**

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

**Section 2:**

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

**Section 3:**

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:**

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

**Section 5:**

- a) No employee shall be subject to any penalties against their application for membership or reinstatement, except as may be provided for in the UNITED STEELWORKERS Constitution as revised 1979, and in accordance with the By-Laws of Local 1-2017 as of the 1st day of April, 1981.
- 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, said forms to be forwarded to the Union not later than fifteen (15) calendar days following the date of hiring. The forms shall be substantially as follows:



# UNITED STEELWORKERS CHECK-OFF



DATE \_\_\_\_\_ YEAR \_\_\_\_\_ NAME OF EMPLOYER \_\_\_\_\_

PLEASE PRINT OPERATION \_\_\_\_\_

EMPLOYEE \_\_\_\_\_ BIRTHDATE (DD/MM/YYYY) \_\_\_\_\_

EMAIL \_\_\_\_\_ CELL \_\_\_\_\_ PHONE \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ POSTAL CODE \_\_\_\_\_

SOCIAL INSURANCE NO. \_\_\_\_\_ Are you a member of the United Steelworkers? \_\_\_\_\_

In what operation were you last employed? \_\_\_\_\_ Local Union \_\_\_\_\_

I hereby authorize and instruct you to deduct from my wages and remit to Local 1-2017 the following in payment of the amounts setout below:

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

I hereby request and accept membership in the United Steelworkers, Local No. 1-2017, and agree to abide by the constitution and by-laws of the organization. In case of misstatement of qualification for membership I agree to forfeit all rights, privileges and moneys paid. This information is held in the strictest confidence in accordance with the confidentiality policies of the Local Union.

SIGNATURE OF APPLICANT \_\_\_\_\_

EMPLOYEE NO. \_\_\_\_\_

Keep Original, Forward YELLOW copy to Local Union

This assignment shall become effective immediately in the case of employees already members of the Union and shall become effective thirty (30) calendar days from the date of execution in the case of employees not previously members of the Union. Until the said assignment is revoked by the employee, the Company shall remit the dues deducted pursuant to such assignment to the Local Union named therein not less often than once each month together with a written statement of names of the employees for whom the deductions were made and the amount of each deduction.

### Section 7:

The Company shall furnish the Union once every month with a list setting out the names of employees absent for fourteen (14) days or longer due to illness or injury.

### 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:**

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

**Section 10: New Hires**

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 June 15, 2023, the wages of all hourly rated employees will be increased by three percent (3%).

Effective June 15, 2024, the wages of all hourly rated employees will be increased by three percent (3%).

Effective June 15, 2024, the Oiler and Grinderson hourly rate will be adjusted by \$0.25 per hour applicable to prior to the percentage increase outlined above.

Effective June 15, 2025, the wages of all hourly rated employees will be increased by two- and one-half percent (2.5%). In addition, a lump sum payment of one thousand dollars (\$1,000) will be processed for all active regular employees as of June 15, 2025.

Effective June 15, 2026, the wages of all hourly rated employees will be increased by two and one quarter percent (2.25%).

- b) The Parties agree that the minimum rate in the mill for common labour shall be:

\$33.02 per hour effective June 15<sup>th</sup>, 2023

\$34.01 per hour effective June 15<sup>th</sup>, 2024

\$34.86 per hour effective June 15<sup>th</sup>, 2025

\$35.64 per hour effective June 15<sup>th</sup>, 2026

- c) Coverall service will be made available to Tradespeople and Apprentices, plus Oilers, Grinderson, End Sprayers, Panel Sprayers and Crane Operators. Cost of providing this service to be borne by the Company. When coverall service is requested by the employees, the service must be used. Failure to wear coveralls after they have been provided will result in permanent loss of this privilege.

**Section 2: 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 (ITA).

**Welder Level C** - means a person who has a "Welder C" qualification granted from the ITA

**Welder Level B** - means a person who has a "Welder B" qualification granted from the ITA

**Welder Level A** - means a person who has a "Welder A" qualification granted from the ITA

**SUPPLEMENT NO.1**

Wage Scale

Non-Evaluated Categories

Welder Wage Rates

<b>Trades - Manufacturing</b>	<b>July 1/08</b>
Welder Level C	\$31.095/hr
Welder Level B	\$31.595/hr
Welder Level A	\$31.835/hr

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

**Section 3: First Aid Attendants**

- i) The Company will pay the cost of training and re-training for Industrial First Aid Certificates including lost time wages to designated duty First Aid Attendants.
- ii) Designated First Aid Attendants shall receive their job rate of pay plus the Ticket Premium rate.
- iii) All other employees holding valid First Aid Tickets shall receive a premium of five cents (5 cents) per hour over and above their job rate. There shall be no stacking or pyramiding of premiums.

**Section 4:**

Effective the commencement of the first pay period following formal written notice of ratification of the 2023 to 2027 Collective Agreement, the scaling license premium will be increased to fifty-five cents (\$0.55) per hour and applicable to employees when working as a scaler.

**Section 5:**

For convenience of reference only, a Wage Scale is published in Schedule No. 1 and shall be effective, subject to correction any errors or omissions, as of July 1, 2023, and may, subject to the consent of both Parties, be revised once annually.

**Section 6:**

- a) In the event that job conditions change due to the installation of new machinery or revision of work practices or new classifications, the Parties shall meet after the new machinery is operating properly or the new work practices have proven practical, to determine the designation and interim wage rate to be paid to the employee(s) affected.
- b) In the event that job conditions change as set forth in (a) above, wage rates shall be determined in accordance with the provisions of Plywood Job Evaluation.

**Section 7: Shift Differential**

The first shift is the recognized day shift. Hours worked outside the recognized day shift shall be regarded as the second and third shifts. A shift differential of fifty cents (50¢) per hour shall be paid for second and third shifts. A day shift employee working in excess of their regular shift shall be paid rate and one-half without the differential. Any employee on the second and third shift working in excess of their regular shift shall receive rate and one-half. For the purpose of the last sentence, rate shall be rate plus fifty cents (50¢). Persons employed other than on regular shifts shall be paid the fifty (50¢) shift differential for all hours worked outside the recognized day shift.

**ARTICLE VI - COMMITTEE**

**Section 1:**

For the purpose of this Agreement, and in Schedule 2 on bidding Procedure when the word "Committee" is used, it shall mean Plant Committee members of which are appointed by the Union.

**Section 2:**

The Committee shall consist of not less than four (4) and not more than seven (7) employees who are members of the Union, and whenever possible, they shall be selected on a departmental basis

**Section 3:**

The Union shall, within sixty (60) days from the date of this Agreement, notify the Company in writing of the members on the Committee. The Union or Committee shall inform the Company in writing when any member change takes place on the Committee. No member of the Committee shall be recognized by the Company unless the above procedure is carried out.

**Section 4:**

The provisions of Section 1, 2 and 3 shall not apply in reference to:

- a) Article XI: Safety Committee, where the members are designated according to the provisions of the Workers' Compensation Act, and;
- b) Under Article XV - Joint Committee.

**ARTICLE VII - HOURS OF WORK**

**Section 1: Production and Maintenance Employees**

- a) The regular hours of work shall be:

Eight (8) hours per day and forty (40) hours per week, with rate and one-half for any hours worked in excess of eight (8) in any one day and forty (40) in any one week. All production employees shall be paid rate and one-half for Saturday and/or Sunday regardless of the number of hours worked during the week except that:

- b) Double straight time rates shall be paid for the following:
  - i) Hours worked in excess of 11 hours per day.
  - ii) Hours worked on Sunday by employees who have worked five shifts during the preceding six days.
  - iii) For purpose of (b) herein a Statutory Holiday shall be considered a shift worked.
  - iv) Item (ii) above shall not apply to employees who work Sunday as a regularly scheduled day.

## **Section 2: Casual Work**

- a) The term "Casual Work" as used in this Agreement shall apply only to work performed on Saturday and/or Sunday by either laid-off regular employees or other persons hereinafter referred to as "Casual Employees".
- b) Casual work on production shall be paid for at one and one-half times job rate.
- c) Casual work on maintenance, repair and preparatory work shall be paid for at straight-time job rate.
- d) Regular laid-off employees shall not be classified as casual employees and shall have preference for available work over the said casual employees.
- e) Weekend cleanup work performed by casual employees, laid-off regular employees and part-time employees will be paid for at straight-time job rate except as provided in (f) herein.
- f) A laid-off regular production employee shall be considered a production employee during the week they are laid off and will be paid rate and one-half for any work they perform on either Saturday or Sunday except as provided in Section 1 (b) above.
- g) The Company agrees to keep separate seniority lists of casual employees for each division, who have worked at least ten (10) working days, in a division, exclusively for recall purpose and subject to Clause (d) further agrees to recall casual employees in accordance with more seniority as set forth in these lists.

## **Section 3:**

- a) Those employees who of necessity regularly work on Saturday and Sunday shall take two (2) other days of the week off to be mutually agreed between the employees and the Company. In such event, Saturday and Sunday shall be considered working days and overtime rates shall not apply on Saturday. However, these employees shall be paid rate and one-half for work performed on Sunday. Overtime rates shall apply when the regular daily or weekly work limit has been exceeded. Overtime rates shall apply on the rest days of these employees if worked unless a change in rest days has been agreed upon between the employees and the Company.
- b) For the purpose of this Section only, employees shall be Engineers, Fireperson, Operating Millwrights, Maintenance Workers, and Watchpersons.

## **Section 4:**

- a) Maintenance, repair, clean-up and construction employees can be employed on a Tuesday to Saturday work week for which they shall be paid straight time for

Saturday work. In such event, Sunday and Monday shall be recognized as their rest days and any work performed on their rest days shall be paid for at rate and one-half. The rest day, Monday, may be changed by mutual consent between the employee and the Company. In such event, work performed on Monday shall be paid for at straight time. If the employee works on Monday at the request of the Company, the rate of pay will be rate and one-half. However, if the employee requests a temporary change from their rest day on Monday, work performed on Monday shall be paid for at straight time.

- b) If a Statutory Holiday occurs on the employee's regular day off, they shall be entitled to take their next regular workday off without pay.

### **Section 5: Alternate Shift Scheduling**

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

- 4-10's between Monday and Thursday
- 4-10's between Tuesday and Friday
- 4-10's Split Monday to Friday
- 3-12's Friday to Sunday
- 3-12's Saturday to Monday
- 4-9's & 1-8's (Week 1), 4-9's (Week 2) Monday to Friday (no alternating down days)

If the 4-10's Split Monday to Friday is implemented:

- a) A seventy-five cent (\$0.75) per hour premium will apply.
- b) The parties must mutually agree on details of the shift as per Article VII, Section 5 (a) C.

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

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

- i) After the completion of the regularly scheduled shift.
- ii) Hours worked in excess of forty (40) hours per week or forty (40) hours average when there is an averaging period.
- iii) All hours worked on an employee's scheduled rest day, unless a change in rest day has been agreed to between the employee and the Company.
- iv) All hours worked on Sunday except those excluded in the casual section.

- B. Double straight time rates shall be paid for the following:
- i) All hours worked in excess of eleven (11) in any day of the week except for twelve (12) hour shifts. For twelve (12) hours shifts, all hours in excess of the regular shift.
  - ii) All hours worked on Sunday when Sunday is also an employee's scheduled rest day, if the employee has worked forty (40) straight-time hours in the preceding six (6) days, unless a change in rest day has been agreed to between the employee and the Company.
  - iii) For those employees that complete the alternate weekend shift, the second overtime shift worked in a given week outside the shift schedule will be paid double-time for hours worked.
- C. The parties must mutually agree on resolution of issues such as:
- i) Details of shift, i.e., start and stop times. This is not intended to restrict the Company's ability to modify the details of shifts for legitimate operational reasons.
  - ii) Maximum length of shifts for physically demanding work. Accident prevention is a factor to be taken into account in determining shift lengths.

### General Principles

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

1. The Company agrees that alternate shift schedules will not be introduced where the intention is to increase the use of casual employees in place of regular employees.
2. Different parts of an operation may be scheduled on different shifts.
3. This Section shall not change existing operational alternate shift agreements, unless mutually agreed to by both parties. The Employer will not introduce any alternate shift that has the result of replacing an existing operational alternate shift. An existing alternate shift agreement will cease to exist if it has not been operational for one year.
4. Earned vacations will be scheduled on the same basis as days and hours worked under the alternate shift schedule.
5. Other Articles of the Collective Agreement, which provide benefits after eight (8) hours, are extended by the amount the regular hours of work have been increased beyond the eight (8) hours per day.

6. An employee whose rest days are changed by the Company under an established alternate shift schedule shall receive rate and one-half for work performed on their rest days unless a change in rest days results from the application of seniority or has been agreed to between the employee and the Company.
7. There shall be no premium pay paid to any employee whose rest days are changed because of the implementation of an alternate shift schedule.
8. When an alternate shift schedule is in effect, hourly-based benefits (LTD, Pension, Education Trust Fund, SHARP), under the Collective Agreement will be administered on the basis of hours paid.
9. The Company will not change an employee's work schedule to avoid a statutory holiday.

Remembrance Day, Christmas Day, Boxing Day and New Year's Day are operational down-days.

Statutory and Floating Holidays will be paid as per the employee's regular schedule.

#### **4 x 10 Shift Schedules**

For all statutory holidays falling by calendar on a scheduled workday, the statutory holiday will be observed on that day unless otherwise agreed to by the Company and the Plant committee. Employees will be paid ten (10) hours statutory holiday pay at their regular job rate.

For all statutory holidays falling by calendar on a rest day, employees will be required to work their full regular scheduled and will receive their regular pay. In addition, employees will be paid ten (10) hours statutory holiday pay at their regular job rate.

#### **3 x 12 Shift Schedules**

For all statutory holidays falling by calendar on a scheduled workday, the statutory holiday will be observed on that day unless otherwise agreed to by the Company and the Plant committee. Employees will be paid twelve (12) hours statutory holiday pay at their regular job rate.

When a Statutory Holiday falls on or is observed on a Sunday employees will be paid time and one half for hours worked.

For all statutory holidays falling by calendar on a rest day, employees will be required to work their full regular schedule and will receive their regular

pay. In addition, employees will be paid twelve (12) hour statutory holiday pay at their regular job rate.

### **9 Day Fortnight Shift Schedule**

For all statutory holidays falling by calendar on a scheduled workday, the statutory holiday will be observed on that day unless otherwise agreed to by the Company and the Plant Committee. Employees will be paid nine (9) hours statutory holiday pay at their regular job rate.

For all statutory holidays falling by calendar on a rest day, employees will be required to work their full regular schedule and will receive their regular pay. In addition, employees will be paid nine (9) hours statutory holiday pay at their regular job rate.

10. For nine (9) and ten (10) hour shifts, rest periods will be one (1) ten (10) minute break and one (15) minute break plus a one-half (1/2) hour unpaid meal break.
  11. For twelve (12) hour shifts, rest periods will be one (1) ten (10) minute break and one fifteen (15) minute break plus a one-half (1/2) hour paid meal break.
  12. Bereavement Leave and Jury Duty shall be paid consistent with Article IX. These days will be paid at the regular daily wage consistent with the work schedule.
  13. Shift Differential shall be paid only for those hours worked outside the recognized dayshift for those employees working the alternate schedule in effect for that crew working in that part of the operation.
  14. The Company will provide notice of two weeks to the Local Union prior to the introduction of and/or the discontinuance of any alternate shift, except where a change in shift schedule is due to other circumstances not in the control of the Company.
  15. For those employees working an alternate shift, the sixty (60) working days referenced in the probationary period section of the Seniority Article will be changed to four hundred and eighty (480) working hours.
  16. On a split 4x10 shift, the schedule will delineate the employee's rest day.
  17. All other provisions of this collective agreement will apply except for those that are modified by this section.
- (b) Management, Plant Committees and the Local Union shall have the right under the terms of the Collective Agreement to agree upon and implement other

schedules which, except for production shifts in manufacturing operations, may include Sundays, without overtime penalty, provided the principle of the forty (40) hour week is maintained over an averaging period. Rate and one-half shall be paid for hours worked on Sunday unless otherwise agreed by the parties.

(c) Any variation(s) to the preceding Sections denoting normal hours of work, other than those addressed in (a) above, shall be implemented only upon completion of the following steps:

- i) Negotiated agreement between the Local Union and Local Management.
- ii) At any point in the negotiation of an Alternate Shift Agreement either Party may request the assistance of *West Fraser Corporate Labour Relations* and/or the USW District 3 Office in the negotiation of an Alternate Shift Agreement.
- iii) At any point in the negotiation of an Alternate Shift Agreement either Party may request the assistance of a mediator in the negotiation of an Alternate Shift Agreement. The individual selected to act as mediator will be by agreement.
- iv) Majority approval by the employees involved in the proposed variations.

(d) When alternate shift schedules have been implemented in accordance with b) and c) above, the following overtime provisions will apply:

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

- i) After the completion of the regularly scheduled shift.
- ii) Hours worked in excess of (40) hours per week or forty (40) hours average when there is an averaging period.
- iii) All hours worked on an employee's scheduled rest day, unless a change in rest day has been agreed to between the employee and the Company.
- iv) All hours worked on Sunday except those excluded in the casual section.

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

- i) All hours worked in excess of eleven (11) in any day of the week except for twelve (12) hours shifts. For twelve (12) hour shifts, all hours in excess of the regular shift.
- ii) All hours worked on a Sunday when Sunday is also an employee's scheduled rest day, if the employee has worked forty (40) straight-time hours in the preceding six (6) days, unless a change in rest day has been agreed to between the employee and the Company.

C. Schedule No. 6, Alternate Shift Scheduling, contains the agreed upon general principles and parameters for the establishment, implementation

or discontinuance of alternate shift schedules established in accordance with section b) through d) above.

**Section 6:**

If one (1) hour or less necessary after midnight Friday or after midnight preceding a Statutory Holiday to complete a shift which commenced work on Friday afternoon or the afternoon preceding the Statutory Holiday, time worked after midnight Friday or after midnight preceding the Statutory Holiday to complete the shift shall be paid straight time rates.

**Section 7:**

The work week shall commence with the starting time of the first shift Monday and shall end at the completion of the last shift which commences on the following Friday.

**Section 8: Three Shift Operation**

- a) The Company shall have the right to operate the plant or any part thereof on a three-shift basis and all employees working under this arrangement shall receive eight (8) hours pay upon completion of the full hours established as their regular shift. Details of shifts shall be varied at the Company's option.
- b) Section (a) above shall only apply to those employees actually working on a three-shift basis.
- c) "For "Bobtail Shifts" The Company shall have the option to commence the first shift at the start of the week and after a statutory holiday up to one and one half (1 1/2) hours early provided that time and one half is paid for the hours worked on Sunday or Statutory holidays.

**Section 9:**

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

**Section 10:**

No employee covered by this Agreement who refuses to work overtime shall be subject to any penalties whether the refusal be singular or in concert.

**Section 11:**

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

When a shift that is less than seven and one-half (7½) hours (i.e., six and one half (6½) hour graveyard shift) is established or re-established only one (1) break will be given. The two (2) ten-minute breaks for existing Graveyard shifts will be grandfathered.

### **Section 12:**

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

## **ARTICLE VIII - SENIORITY**

### **Section 1: Principle of Seniority**

The principle of seniority, competency considered, shall be recognized by the Company and the Union.

### **Section 2: Divisions**

- a) This Agreement covers the Cariboo Division of the Company in the Quesnel area.
- b) The Cariboo Division of the Company shall be organized for seniority purposes as follows:
  - 1. Plywood Division

### **Section 3: Plant Seniority List**

The Company shall supply to the bargaining agent once every three months the following complete seniority list from the plywood division. The seniority list shall be kept up to date, particularly in the event of a reduction in forces.

### **Section 4: Promotions or Job Openings**

- a) Promotions shall be based on divisional seniority and the provisions of the job posting agreements.
- b) Job openings (except those on base rate) shall be posted for a minimum of twenty-four (24) hours.
- c) Employees interested in having their bid considered although they may be absent at the time of posting, may leave their "bid" with the Personnel Department and their bid shall be considered in case such opening occurs. A copy of such bid shall be given to the Plant Committee for checking purposes.

## **Section 5: Lay-offs or Reduction of Forces**

- a) In the event of a reduction of forces within a Division, the last person hired shall be the first released, by West Fraser hire date seniority.
- b) Employees are retained on the payroll within their Division by their West Fraser hire date seniority. They shall have the right to retain their bid jobs according to their Divisional (or Departmental) seniority. Employees with insufficient Divisional seniority to retain their jobs shall return to the jobs previously held in the Division and in such case replace anyone holding such jobs with less divisional seniority.
- c) During a reduction of forces where an employee's seniority is such that they will not be able to keep their regular job they may elect to apply their seniority to a job paying a higher rate subject to the competency of the person involved and the provisions of Section 1. Details to be worked out between the Local Union and the Company.
- d) During a reduction of forces where an employee's seniority is such that they will not be able to keep their regular job they may elect whether or not to apply their seniority to obtain a lower paid job or a job paying the same rate of pay or accept a layoff until their regular job becomes available, provided however:
  - i) If during the layoff period the employee wishes to return to work and so notifies the Company, they shall be called back to work as soon as their seniority entitles them to a job.
  - ii) The application of this provision shall not result in an employee, in the exercise of their rights, bumping an employee with less plant seniority.
- e) Where a reduction of forces is caused by emergency conditions the application of seniority as agreed under subsection 5 (a) may be postponed for such periods as may be necessary not exceeding three (3) working days. If the Company decides to exercise its rights under this provision, it shall notify the Committee as soon as possible.

## **Section 6: Seniority Retention**

Seniority during lay-off shall be retained on the following basis:

- a) Employees with less than one (1) years' service shall retain their seniority for a period of eight (8) months.
- b) Effective June 15, 2009, Employees with one (1) or more years' service shall retain their seniority for one (1) year, plus one (1) additional month for each year of service up to an additional twelve (12) months for a maximum period of twenty-four (24) months.

- c) A laid-off employee's seniority retention as provided for in a) or b) above will be reinstated in the event of re-employment before the expiry of seniority retention and on the completion of one day's work.

### **Section 7: Rehiring or Re-establishment of Forces**

- a) In case of re-establishment of forces, "demoted" employees shall have first claim on their previously held jobs and in such event, jobs shall not be posted.
- b) When rehiring after a reduction of forces, employees shall be notified by email or registered letter if residing within a 100 mile radius of Quesnel, and they shall be rehired in order of their plant seniority, provided that they reply to the email (or letter) in the affirmative within ninety-six (96) hours and appear not later than seven (7) days from the time the email or letter was sent. However, employees residing in the Province of Alberta, or the Yukon Territory shall be given one (1) additional days' time for reporting and any employees resident in any other Canadian province, or the United States shall receive two (2) additional days' time for reporting. All employees shall, upon returning to employment within the required number of days of being notified by the Company, retain all seniority rights. It shall be the employee's responsibility to keep the Company informed of their addresses during lay-off.

### **Section 8: Probation**

- 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. 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.
- b) Clause (a) of this section does not apply to employees who move from one operation of a Company to another operation of the same Company within thirty (30) days for those laid off, and within ninety (90) days for those terminated as a result of a permanent closure.
- c) It is agreed that probationary employees will have preference over casual employees for any work performed during the normal work week, subject to competency.
- d) It is further agreed that in the application of (c) above, probationary employees

will be called in for work in accordance with 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 has worked one shift in the 24 hours period.

### **Section 9: Reinstatement**

In any case where an employee has been transferred by the Company to a supervisory position and at a later date ceases to be a supervisory worker and the Company desires to retain their services, reinstatement can be made within the bargaining unit provided however, that supervisory workers reinstated in the bargaining unit must return to the job held at the time of their promotion to a supervisory position.

### **Section 10: Absence Without Just Cause**

An employee who is absent without leave for a period of more than three (3) consecutive working days, who cannot show just cause for such absence, shall forfeit all seniority rights. This provision shall not interfere with the Company's right to discharge for proper cause.

### **Section 11: Part Time and Temporary Employees**

- a) Weekend workers and others not desirous or available for regular employment shall be regarded as casual employees and shall not accrue any seniority.
- b) Workers who are hired for temporary employment and signify that they are available and who are in fact available for permanent employment shall be considered as relief workers as soon as they have worked thirty (30) days within the three (3) calendar month period following their date of hiring, they shall accrue seniority from their date of hiring.

### **Section 12: Hiring**

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 Division 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 forest industry companies in the communities, who are seeking employment as a result of operational closures or crew reduction in

excess of ninety (90) days.

5. Laid off forest industry USW member of Local 1-2017 who are seeking employment as a result of operational closures or crew reduction in excess of ninety (90) days.
6. 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 layoff period.

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

### **Section 13: Transfer of Company Seniority**

- (a) 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.
- (b) Employees will be entitled to a maximum of one floater per Employee per year in the event of transfer.

## **ARTICLE IX - LEAVE OF ABSENCE**

### **Section 1: Injury or Illness**

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

### **Section 2: Written Permission**

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

### **Section 3: Compassionate Leave**

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

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

- b) That the employee shall disclose the grounds for application.
- c) That the Company shall grant such leave where a bona fide reason is advanced by the applicant or may postpone leave for educational or training purposes where a suitable replacement is not available.
- d) That the Company shall be required to notify the Plant Committee of its decision in respect of any application for leave under this Section.
- e) It is agreed that employees requesting leave of absence, for extended vacations during the period June 15 to September 15, shall only be granted such leave, once every three (3) years, and that a record be kept for the purpose of rotating such leaves.
- f) That employees making application for leave of absence for "extended vacations" shall apply at least one (1) month in advance.
- g) All earned vacations must be taken in conjunction with an "extended vacation leave".
- h) The Company will grant a reasonable period of extended maternity leave without pay to employees where there is a valid reason.

#### **Section 4: 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 they shall be compensated at their regular straight time hourly rate of pay for their regular work schedule for a maximum of three (3) days.
- b) Piece workers who are entitled to bereavement leave shall be compensated in accordance with the principle established in Article XII, Section 2 (b) of this Agreement.
- c) Members of the employee's immediate family are defined as the employee's spouse, mother, father, brothers, sisters, sons, daughters, mother-in-law, father-in-law, step-parents, grandparents, grandparents-in-law, grandchildren, step-children, sons-in-law and daughters-in-law.
- d) Compensable hours under the terms of this Section will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays but will not be counted as hours worked for the purpose of computing overtime.

### **Section 5: Jury Duty**

- a) Any regular full-time employee who is required to perform jury duty, coroner's jury, Crown Witness, or coroner's witness on a day on which they would normally have worked will be reimbursed by the Company for the difference between the pay received for jury duty and their regular straight time hourly rate of pay for their regularly scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of eight (8) per day or forty (40) per week, less statutory pay received for jury duty. The employee will be required to furnish proof of jury service and jury duty pay received.
- b) Any pieceworker who is required to perform jury duty shall be compensated for the difference between statutory pay received for jury duty and their job rate in accordance with the principle established in Article XII, Section 2 (b) of this Agreement.
- c) Hours paid for jury duty 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 6: Union Business**

- a) The Company will grant leave of absence to employees who are appointed or elected to Union office. The employee who obtains this leave of absence shall return to the Company within thirty (30) calendar days after completion of their term of employment with the Union.
- b) The Company will grant leave of absence to Employees 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 7: 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 their Company within thirty (30) calendar days after completion of public office.

### **Section 8: Family Responsibility and Compassionate Care Family Leave**

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

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

### **Section 9: Compassionate Care Leave**

- a) In the following sub-sections "family member" means a member of the employee's immediate family and includes the spouse, child, parent, guardian, sibling, grandchild, or grandparent of any person who lives with an employee as a member of the employee's family. It includes common-law spouses, step-parents and step-children and 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 10: Pregnancy and Parental Leave**

- a) Employees shall be entitled to unpaid pregnancy leave of up to seventeen (17) weeks.
- b) An 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, they are unable to return to work when their leave ends under sub-section a).
- c) On the advice of their doctor, if a pregnant employee requests a transfer due to workplace conditions, they will be provided alternate work, if available.
- d) Employees shall be entitled to unpaid parental leave of up to thirty-seven (37) weeks.
- e) If the child has a physical, psychological, or emotional condition requiring an additional period of parental care, the employee is entitled to up to an additional 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 11: 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 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 counseling.
- 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**

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

### **Section 1: One to Two Years' Service**

The annual vacation for employees with one (1) or two (2) years' service covered by this Agreement shall be two (2) weeks, and the pay therefore shall be based upon five percent (5%) of the total wages or salary earned by the employee during the period of entitlement, or eighty (80) hours at the hourly rate of the employee's regular job, whichever is greater.

### **Section 2: Two to Seven Years' Service**

- a) The annual vacation for employees with two (2) to seven years' service covered by this Agreement shall be three (3) weeks, and the pay therefore shall be based upon seven percent (7%) of the total wages or salary earned by the employee during the period of entitlement, or one hundred and twenty (120) hours at the hourly rate of the employee's regular job, whichever is greater.
- b) The additional one (1) week vacation provided for in this Section may be taken when convenient for the Company but does not have to be consecutive with the vacation period provided for in Section 1 herein.

### **Section 3: Seven to Fifteen Years' Service**

- a) The annual vacation for employees with seven (7) to fifteen (15) years' service covered by this Agreement shall be four (4) weeks, and the pay therefore shall

be based upon nine percent (9%) of the total wages or salary earned by the employee during the period of entitlement, or one hundred and sixty (160) hours at the hourly rate of the employee's regular job, whichever is greater.

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

#### **Section 4: Fifteen to Twenty-Four Years' Service**

- a) The annual vacation for employees with fifteen (15) to twenty-four (24) years' service covered by this Agreement shall be five weeks, and the pay therefore shall be based upon eleven percent (11%) of the total wages or salary earned by the employee during the period of entitlement, or two hundred (200) hours at the hourly rate of the employee's regular job, whichever is greater.
- b) Subject to the provisions of Section 8 herein, the additional one (1) week vacation provided for in this Section may be taken consecutively with the vacation periods provided for in Sections 1, 2 and 3.

#### **Section 5: Twenty-Four to Thirty Years' Service**

- a) The annual vacation for employees with twenty-four (24) to thirty (30) years' service covered by this Agreement shall be six (6) weeks, and the pay therefore shall be based upon thirteen percent (13%) of the total wages or salary earned by the employee during the period of entitlement, or two hundred and forty (240) hours at the hourly rate of the employee's regular job, whichever is greater.
- b) Subject to the provisions of Section 8 herein, the additional one (1) week vacation provided for in this Section may be taken consecutively with the vacation periods provided for in Sections 1, 2, 3, and 4.

#### **Section 6: Thirty Years' Service**

- a) The annual vacation for employees with thirty (30) years' service covered by this Agreement shall be seven (7) weeks, and the pay therefore shall be based upon fifteen percent (15%) of the total wages or salary earned by the employee during the period of entitlement or two hundred and eighty (280) hours at the hourly rate of the employee's regular job, whichever is greater.
- b) Subject to the provisions of Section 8 herein, the additional one (1) week vacation provided for in this Section may be taken consecutively with the vacation periods provided for in Sections 1, 2, 3, 4 or 5.

## **Section 7: Vacation Pay on Termination**

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

## **Section 8:**

- a) Vacations for employees shall be taken at such time as mutually agreed upon by the Shop Committee and the Company when quantity and regularity of production will not be impaired.
- b) The Company shall allow an employee who is entitled to an annual vacation to take all their earned vacation time.
- c) Employees must take their minimum employment standards vacation entitlement.
- d) The employee will have the option to forego (i.e., be "paid out") any part of their earned vacation in excess of (c).
- e) The Company and Local union will agree on appropriate "prime time dates" and will base their local policy on the Attached Vacation Policy.

## **Section 9:**

- a) The calculation and comparison of the vacation pay amounts developed by the percentage of gross wages method and the hours times the regular job rate method will be completed and the greater amount paid to the employee within fourteen (14) days of the common vacation pay cut-off date or the employee's anniversary date. The Company's present cut-off or anniversary date method shall be continued unless a change is agreed upon between the Company and the Local Union.
- b) For the purposes of this Article, the rate of the employee's regular job will be the rate of the employee's regular job at the date of the common vacation cut-off date or the employee's anniversary date, as the case may be.
- c) In the case of a pieceworker, the rate of the employee's regular job will be determined by computing the employee's hourly average earnings for the days actually worked during the pay period immediately preceding the common vacation cut-off date or the employee's anniversary date, as the case may be.
- d) On the date when an employee completes one (1), two (2), seven (7), fifteen (15), twenty-four (24), or thirty (30) years of service and where there is a common cut-off date for all employees in the operation, the employee will receive:

- i) In the case of one (1) year, one percent (1%) of their gross earnings between the date of employment and the date of the last common cut-off date;
- ii) In the case of two (2), seven (7), fifteen (15), twenty-four (24), or thirty (30) years, two per cent (2%) of their gross earnings between the date of their last anniversary date and the date of the last common cut-off date.

**Section 10: 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 Worker's Compensation up to a period of one (1) year, provided that the employee returns to their employment.
- b) Absence due to illness up to a period of one (1) year, provided that the employee returns to their employment. The employer shall have the right to require a certificate from a qualified medical practitioner.
- c) Absence due to bereavement leave in accordance with the terms and conditions of Article IX, Section 4.
- d) Absence due to time served on Jury Duty, including Coroner's jury, or time served as a Crown witness or Coroner's witness in accordance with the terms and conditions of Article IX, Section 5.
- e) Any other absence duly approved by the employer in writing shall be credited towards entitlement for annual vacation, but time spent on such leaves of absence shall not be counted in computing vacation pay.

**Section 11: Qualifications for Vacation Pay - Regular Job Rate Method**

- a) i) In order for an employee to qualify for the amount generated by the hours times the regular job rate method, the employee must have worked a minimum of fifteen hundred (1,500) hours in the employee's first year of service and a minimum of one thousand (1,000) hours during the employee's succeeding years of entitlement.
- ii) Where there is a common vacation pay cut-off date, for purposes of calculating minimum hours as in (i) above, the calculation period shall be from the cut-off date in one year to the cut-off date in the succeeding year.
- iii) Where there is no common vacation pay cut-off date, for purposes of calculating minimum hours as in (i) above, the calculation period shall be

from the employee's anniversary date in one year to their anniversary date in the succeeding year.

- b) For purposes of computing the requisite hours the following will be included:
- i) All hours worked;
  - ii) Statutory Holiday hours;
  - iii) Jury and Crown Witness duty;
  - iv) Bereavement leave;
  - v) Vacation hours;
  - vi) Time not exceeding (1) year, lost as the result of an accident recognized as compensable by the Workers' Compensation Board and suffered during the course of employment, shall be considered as time worked for the purpose of qualifying for vacation, provided that the employee returns to their employment.
  - vii) Time not exceeding one (1) year, lost as the result of a non-occupational accident or illness, shall be considered as time worked for the purpose of qualifying for vacation, provided that at the time of the accident or illness the employee has been on the payroll for not less than one (1) year and that they return to their employment. It is understood that the employer may require that the employee provide a certificate from a qualified medical practitioner.
  - viii) Time lost as a result of 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 12: Employment Standards Act**

Part 4 – Annual Vacation of the Employment Standards Act, S.B.C., 1980, c.10 and amendments thereto, except where varied or modified by the provisions herein, shall

become a part of this Agreement.

## **ARTICLE XI – SAFETY AND HEALTH**

### **Section 1:**

The Company and employees shall co-operate to assure safe working conditions and methods and to devise plans for the furtherance of safety measures. Equipment and devices mutually agreed upon shall be provided by the Company.

### **Section 2:**

The management of every operation shall maintain an Accident Prevention Committee (hereinafter called "Safety Committee") of four (4) to twelve (12) members according to the size of the operation. Members of the Safety Committee shall be designated in equal numbers by the employees and the Company. Employee representatives shall be regular employees in the operation with at least one (1) years' experience.

### **Section 3:**

When inspections and Safety Committee meetings are held in the same week and the total time spent by any employee exceeds the two hours provided for, employees are to be compensated at straight time rates for all time spent on inspections and Safety Committee meetings outside of normal working hours.

Employees who attend Safety Committee meetings or accident investigations during working hours shall not suffer any loss of pay. Plant inspections for safety will be done outside of the employee's normal working hours unless otherwise agreed.

Safety Committee members shall be notified at least one week in advance of the time and place of safety meetings. The Company shall make the necessary arrangements so that Safety Committee members working at the time of the meeting can attend.

### **Section 4:**

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

### **Section 5:**

Two First Aid Attendants will be in attendance if available on all regular shifts.

### **Section 6:**

Suitable emergency transportation will be provided for the Company's operations in the Quesnel area.

## **Section 7:**

A Plan called the 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 ( $\frac{1}{2}\phi$ ) per hour per employee per hour worked.
- c) The trustees will be appointed in the first year of the Agreement and will meet during the first year to establish objectives and operating and administrative procedures.

In addition to the funding provided for in the Agreements, the Parties agree to the following:

- a) When funds in the Plan reach \$100,000.00, the Employer will contribute an additional half-cent ( $\frac{1}{2}\phi$ ) per hour for a total of one cent ( $1\phi$ ) per hour.
- b) When funds in the Plan reach \$200,000.00, the additional one-half cent ( $\frac{1}{2}\phi$ ) provided for in (a) above will be discontinued until the fund level is again reduced to the \$100,000.00 level.
- c) There will be a contribution holiday when funds in the Plan are in excess of \$300,000 and contributions will recommence when the fund decreases to \$200,000.
- d) Dust Abatement
  - i) The parties agree to approach SHARP for funding of a one (1) year pilot project wherein USW personnel would be utilized for the purpose of promoting awareness and compliance of evolving dust standards for the purpose of safety and productivity.
  - ii) The Company agrees to provide an additional one cent (\$0.01) per hour contribution to SHARP for a one (1) year period to help fund the pilot project.

## **Section 8: Right to Refuse Unsafe Work**

The Company and the Union agree to cooperate in developing and maintaining a strong sense of safety awareness among employees and supervisors. It is, therefore, recognized that every employee has the right to refuse work if they have reasonable cause to believe that to perform the work would create undue hazard to the health or safety of any person. 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 their 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 their 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 9:**

The parties agree that safety is paramount and for the purposes of 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 XII - STATUTORY HOLIDAYS**

### **Section 1:**

- a) All employees who work on New Year's Day, Family Day, Good Friday, B.C. Day, Victoria Day, Canada Day, Labour Day, National Day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day shall be paid rate and one-half for all hours so worked.

National Day for Truth and Reconciliation will be observed on September 30 unless otherwise mutually agreed to by the parties.

- b) In the event one of the above statutory holidays falls on Sunday, the following Monday shall be observed as the statutory holiday.
- c) In the event of a statutory holiday falling on a Tuesday, Wednesday, or Thursday, and when the company and the Plant Committee mutually agree, the said holiday may be observed the preceding Monday or following Friday respectively.
- d) In the event one of the statutory holidays falls on a Sunday or Monday, the employee's regular day off, the employee shall be entitled to take their next regular day off. This will apply only to those regularly employed on a Tuesday to Saturday work schedule.
- e) In the event one of the statutory holidays falls on a Saturday, it shall be observed on the preceding Friday or the succeeding Monday, or as agreed upon between the company and the Plant Committee.

- f) When a statutory holiday falls on a Friday, employees working on a Tuesday to Saturday work week, by mutual agreement between the Company and the Plant Committee, may work on the Friday Statutory Holiday at the straight time job rates and substitute Saturday as the Statutory Holiday.

## **Section 2:**

- a) Any hourly rated or piece-work employee who qualifies for the following holidays, that is: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, National Day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day, under the conditions set out below, shall be paid for the holiday their regular job rate of pay for their regular work schedule. The hours so paid for the Statutory Holiday shall not be included in the weekly work schedule.
- b) The holiday rate of piecework employees shall be established by computing their daily average earnings for days actually worked during the previous thirty (30) days.
- c) An employee working on a paid holiday shall be paid, in addition to their holiday pay, a rate and one-half for any hours worked on a shift designated as a "Holiday Shift".
- d) An employee, to qualify for holiday pay, must have been on the payroll thirty (30) calendar days immediately preceding the holiday, and must have worked their last regularly scheduled work day before, and their first regularly scheduled work day after the holiday, unless their absence was due to a compensable occupational injury or illness, which occurred within six (6) months preceding the holiday, or such employee was on authorized leave of absence. In the case of illness or injury the Company shall have the right to request a certificate from a qualified medical practitioner. Notwithstanding the other requirements of this Section, an employee may only qualify for statutory holiday pay if they work one (1) day before and one (1) day after the holiday providing the said two (2) days fall within a ninety (90) calendar day period. Employees while on leave of absence under Article IX Section 6 (a) or any employee while a member of a negotiating committee under Section 6 (b) shall not qualify for paid statutory holidays.
- e) Employees as defined under Article VIII, Section 11 shall not receive pay for Statutory Holidays.

## **Section 3: Personal Floating Holidays**

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

proclaimed.

a) Personal Floating Holiday

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

b) Qualifying Conditions

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

- i) A new employee must have been on the payroll for not less than ninety (90) consecutive calendar days to qualify for the Personal Floating Holiday.
- ii) An employee will not qualify for the Personal Floating Holiday if on leave of absence for more than nine (9) months in the contract year, except in the case of sickness or injury.
- iii) An employee shall apply on an approved form, at least seven (7) days in advance, for their Personal Floating Holiday. The employee shall receive notice of the disposition of their request a minimum of 72 hours prior to the requested Personal Floating Holiday.
- iv) If an employee is required to work on their Personal Floating Holiday after a definite date has been designated for such holiday, the employee shall be paid overtime for such work at the rate of time and one-half. The employee will then be entitled to take the holiday with pay at a later date to be mutually agreed upon.
- v) Personal Floating Holiday not taken or scheduled by April 15 of each contract year will be scheduled by Management.
- 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 with the exception of compressed schedules that have a premium or overtime built in.
- viii) The parties agree that Employees who have been on the payroll for not less than ninety (90) consecutive days, who terminate their employment and who have not taken their earned personal floating holiday shall

receive payment for their personal floating holiday. This shall not be construed as an extension of their period of employment.

### **ARTICLE XIII - CALL TIME**

#### **Section 1:**

Any employee reporting for work on the call of the Company shall be paid their regular rate of pay for the entire period spent at the place of work in response to the call with a minimum of, in any one day:

- a) Two hours pay at the employee's regular rate except when the employee's condition is such that they are not competent to perform their duties, or they have failed to comply with the accident prevention regulations of the Worker's Compensation Board; or
- b) If the employee commences work, four (4) hours pay at their regular rate, except where their work is suspended because of inclement weather or reasons completely beyond the control of the Company.

#### **Section 2:**

Notice for cancelling work shall be sufficient if an employee is contacted by the Company, by phone call or text message, one (1) hour prior to the commencement of the work or shift.

### **ARTICLE XIV - GRIEVANCE PROCEDURE**

When a grievance arises in the plant, under the terms of this Agreement it shall be dealt with in the following manner:

- a) The individual employee and the Job Steward shall first take up the matter with the supervisor in charge of the work, within fifteen (15) days.
- b) If a satisfactory settlement is not then reached, it shall be reduced to writing by both Parties when the Committee shall take up the grievance with the Plant Superintendent. If desired, the Union Business Agent shall accompany the Committee, and either party shall have the right to request the presence of the employee involved.
- c) If the grievance is not then satisfactorily solved, it shall be referred to the Union and Management.
- d) If a satisfactory settlement is not then reached, it shall be dealt with by arbitration as hereinafter provided.

- e) If a grievance has not advanced to the next stage, under b), c), d), or e), 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. Where the Union is not able to observe this time limit by reason of the absence of the aggrieved employee or the Committee from the operation, the set time limit shall not apply. The Union shall be bound to proceed in such a case as quickly as may be reasonably possible.

## **ARTICLE XV - RIGHT OF REFERENCE**

### **Section 1:**

If the Company and the Union 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 called "Joint Committee") and if either party does make such reference, the other party must accept the reference.

### **Section 2:**

The Joint Committee shall consist of three (3) representatives selected by the UNITED STEELWORKERS, negotiating committee and three (3) representatives selected by the Company.

### **Section 3:**

Where 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 of interpretation, this shall be furnished in writing to the Union and to the Company.

### **Section 4:**

In the event the Joint Committee members disagree all the facts in the case as found by the Union and the Union members of the Joint Committee shall be placed in writing by the Union representatives and submitted to the Company and to the Union members involved. The facts in the case as found by the Company and the Company 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 on the point in question is not reached, either party may refer the question to arbitration as hereinafter provided.

## **ARTICLE XVI - ARBITRATION AND INTERPRETATION**

### **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:

Either party may notify the other party, in writing, by registered mail, of 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 named in this Section.

- b) The decision of the Interpreter will be final and binding upon the Company and the Union.
- c) It is agreed that \_\_\_\_\_, shall be the Interpreter for the purpose of this Section.
- d) In the event said Interpreter is unable to deal with any matter under this Section, the Parties will meet and mutually agree upon a temporary replacement.

### **Section 2: Arbitration**

- a) In the case of any dispute arising under this Agreement which the Parties are unable to settle between themselves, the matter shall be determined by arbitration in the following manner:

Either party may notify the other party in writing, by registered mail, of the question or questions to be arbitrated. Each of the parties shall, within five (5) days, refer the matter to the chosen Arbitrator.

- b) The decision of the Arbitrator will be final and binding upon the Company and the Union.
- c) If any Arbitrator finds that an employee has been unjustly suspended or discharged, that employee shall be reinstated by the Company without loss of pay and with all their rights and privileges preserved under the term of this Agreement, provided always that if it is shown to the Arbitrator that the employee has been in receipt of wages during the period between discharge (or suspension) and reinstatement, or date of failure to rehire and re-hiring, the amount so received shall be deducted from wages payable by this Company pursuant to this Section.
- d) The parties agree with the principle of One-Person Arbitration. The Arbitrator will be chosen on a rotation basis from a group of Arbitrators which will be selected

by the parties.

In the event either party is dissatisfied with the permanent choice of an Arbitrator, the parties agree that other choices of Arbitrators will be considered by both Parties.

**Section 3:**

The Company and the Union shall bear in equal proportions the expenses and allowances of the Arbitrator and stenographic and secretarial expense and rent.

**Section 4:**

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

**Section 5: Expedited Arbitration**

A Committee shall be established to develop and implement a system of expedited arbitration of grievances. The chairperson of this Committee will be H. Allan Hope, Q.C.

**ARTICLE XVII - PAY DAYS**

The Company shall provide for pay days every second Friday. The employees will be paid during their regular working hours, and each employee shall be furnished with an itemized statement of earnings and monthly deductions. All employees shall be paid by direct deposit.

**ARTICLE XVIII - GENERAL PROVISIONS**

**Section 1:**

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

**Section 2:**

The rate of Board and Lodging shall be \$2.35 per day.

**Section 3: No Strike Pending Grievance and Arbitration Procedure**

The Union shall not cause, promote, sanction, or authorize any strike, sit-down, slow-down, sympathetic strike or any other interference with work by the employees for any

cause whatsoever until all provisions of this Agreement relating to grievance and arbitration procedure have been complied with, unless failure to comply with such procedure is due to any act or refusal to act or misconduct of the Company.

**Section 4: No Lockout Pending Grievance and Arbitration Procedure**

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

**Section 5:**

- a) The Union may refuse to handle material produced by a strike bound firm.
- b) The Union shall have the right to respect another union's picket line.

**Section 6:**

The Company shall provide plug-ins (for block heaters only) in the parking lot to accommodate all employees, at no cost to the employees.

**Section 7: Permanent Partial Plant Closure**

The Company shall notify the shop committee and the Union not less than sixty (60) days in advance of intent to institute permanent partial plant closure.

A permanent partial plant closure for a plywood plant is defined as the permanent cessation of a Greenend, Dryend, or Finishing End.

Following the application of seniority, employees who are not able to obtain an alternative position in the operation and are therefore laid off are entitled to severance pay of ten (10) days' pay (eight (8) hours per day) for each year of service with the Company. Acceptance of severance pay results in termination of employment.

If a Green end, Dry end, or Finishing End is indefinitely closed, and is subsequently permanently closed, those regular fulltime employees who were initially laid off in accordance with the preceding paragraph and have not obtained an alternative position during the period of indefinite closure, will be entitled to severance pay as provided in the preceding paragraph based on their seniority at the time of their layoff. Acceptance of severance pay results in termination of employment.

The application of this section becomes effective upon ratification of the 2009–2013 collective agreement. There is no retroactivity of application of this section to events which occurred prior to ratification.

## **Section 8: Permanent Plant Closure**

- (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 9: Disciplinary Action**

- a) 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.
- b) Discipline will remain on an employee's 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 10: Local Issues**

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 West Fraser and USW for the purpose of assistance in the resolution of such matters.

The Parties agree that issues of a local site-specific nature should be resolved

appropriately on an ongoing basis.

### **Section 11: Chargehand**

The normal duties of a Chargehand are to transmit work orders to direct the activities of a group of workers in their charge. They may from time to time supervise a shift on a temporary basis but will not assume the responsibility of a Supervisor for an extended period of time.

They may or may not perform work within their area of supervision. They, as a Union member, is not granted the right to hire or discharge.

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

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

None of the foregoing is intended to restrict any of the usual activities of a Chargehand in this operation but merely to clarify the fact that the Company does not give Charge Hands the right to hire or discharge employees.

The Company shall select the Chargehand.

### **Section 12: 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 position it will be posted in accordance with local job posting agreements.

## **ARTICLE XIX – FORESTRY ENVIRONMENTAL COMMITTEE**

Forestry Environmental Committees shall be established by the Company and the Local Union.

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

## **ARTICLE XX - MEDICAL AND HEALTH AND WELFARE**

### **Section 1: Medical Coverage**

- a) Medical coverage including Extended Health Benefit coverage shall be provided by the Company at no cost to the employee. The Extended Health Benefit coverage shall include hospitalization coverage up to a maximum of \$8.50 per

day.

- b) Medical coverage eligibility shall be the first of the month following date of employment.
- c) Participation in the Plan is to be a condition of employment.
- d) That the appropriate policies for Medical and Dental coverage be amended to provide coverage for dependents over the age of twenty-one (21) years but not over the age of twenty-five (25) years, provided that the dependents are attending a recognized educational institution.
- e) Effective January 1, 2025, the Vision Care maximum limit will be increased to five hundred dollars (\$500) per member or dependent in any twenty-four (24) consecutive month period for charges incurred relative to the purchase of lenses, frames, contact lenses, laser eye surgery when prescribed by a person legally qualified to make such prescription and/or eye exams.
- f) Physiotherapy – the Physiotherapist/Massage practitioners' limit will be five hundred and fifty dollars (\$550) per member or dependent per calendar year.
- g) Effective January 1, 2025, the Psychologist or Registered Counsellor limit is one thousand five hundred dollars (\$1,500) per member or dependent per calendar year.
- h) Effective January 1, 2025, the Chiropractor/Naturopath coverage limit will be decoupled. The Chiropractor limit will be set at \$750 per member or dependent per calendar year, and the Naturopath limit will be set at five hundred dollars (\$500) per member or dependent per calendar year.
- i) Effective January 1, 2019, the coverage for prescribed orthotics will be five hundred dollars (\$500) per member or dependent per five (5) year period.
- j) Orthopedic Shoes – The Orthopedic Shoes limit per calendar year will be five hundred dollars (\$500) for adults and three hundred dollars (\$300) for children.
- k) Hearing Aids – The Hearing Aid limit will be five hundred and fifty dollar (\$550) per member or dependent, every five years, unless there is alternate coverage provided for.
- l) Lifetime limit for Extended Health Benefits to increase to \$100,000 effective on ratification of the 2013 to 2018 agreement, \$150,000 on July 1, 2014, \$200,000 on July 1, 2015, \$250,000 on July 1, 2016, and \$300,000 on July 1, 2017.
- e) It is agreed to implement a pay direct drug card under the EHC plan, with the following EHC drug plan design features.

- Low-Cost Alternative
- Pharmacy markup maximum
- Pharmacy dispensing fee cap
  - The markup 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-enrollment process necessitated by the PBC system upgrade targeted for July 1, 2014

- f) Medical coverage eligibility shall be the first of the month following the date of completion of thirty (30) working days within three (3) calendar months following the date of hire.

### **Section 2: Institution**

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

### **Section 3: Provincial Board of Trustees**

West Fraser Mills Limited, together with Forest Industrial Relations Limited, the Interior Forest Labour Relations Association, the Council on Northern Interior Forest Employee Relations, Canadian Forest Products Limited, and the UNITED STEELWORKERS agree to establish one set of trustees for the purpose of developing a common text, a common trust agreement, and a common employee booklet for the six Health and Welfare Plans, covering Life Insurance, Accidental Death and Dismemberment Insurance, and Weekly Indemnity.

The parties agree that a Joint Committee, representing Forest Industrial Relations Limited, the Interior Forest Labour Relations Association, the Council on Northern Interior Forest Employee Relations, Canadian Forest Products Limited, West Fraser Mills Limited, and the UNITED STEELWORKERS will be established to study the most effective method of administration of the Plans.

### **Section 4: West Fraser – USW Board of Trustees**

The Board of Trustees composed of two (2) members representing UNITED STEELWORKERS and two (2) members representing the Company, are responsible for the administration of the USW–West Fraser Health and Welfare Plan. The Trustees are also responsible for the selection of carrier, funding adjudication of compassionate appeals, and Health and Welfare problems directly related to the Plan.

## **Section 5: Insurance Coverage**

The following coverage will be provided by the Company:

(a) **Group Life Insurance**

Effective the first of the month following notice of ratification of the 2023-2027 Collective Agreement, Group Life Insurance for each qualified employee will be increased to \$150,000.

(b) **Accidental Death and Dismemberment Insurance**

Effective the first of the month following notice of ratification of the 2023-2027 Collective Agreement, Accidental Death and Dismemberment Insurance for each qualified employee will be increased to \$150,000.

(c) **Weekly Indemnity**

Effective the first of the month following the 2013 to 2018 agreement the Weekly Indemnity benefit level is the EI Weekly rate plus one hundred dollars (\$100) for up to twenty-six 26 weeks.

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

(d) 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 is performed which necessitates loss of time from work.

(e) Absences due to the same or related causes will be considered one continuous absence unless the employee returns to full-time work for at least four (4) continuous weeks between absences.

(f) The Officers of UNITED STEELWORKERS, Local 1-2017 shall, upon written request, be permitted to examine statements of premium income, claims and disbursements of the above insurance plan. Such requests will not be granted more frequently than once every three (3) months during the term of this Agreement.

(g) **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.

- (h)
  - 1) The Trustees of the USW – West Fraser Industry Health and Welfare Plan will be directed to amend the Plan Text to permit laser surgery (except where such laser surgery is for cosmetic purposes rather than for a medical reason) to qualify the member for a Weekly Benefit Commencement Date from their first day of disability.
  - 2) The Trustees of the USW – West Fraser Health and Welfare Plan will be directed to make the necessary changes in procedures to allow weekly indemnity cheques to be sent directly to the employee's residence, if requested by the employee.
- (i)
  - 1) Annual Extended Health Care deductible is seventy-five dollars (\$75.00) for single or family coverage.
  - 2) 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.
- (j) Eligibility shall be the first of the month following the date of completion of thirty (30) working days within the three (3) calendar months following the date of entering employment.

#### **Section 6: Dental Plan**

- a) A dental plan will be provided based on the following general principles:
  - i) Basic dental services (Plan A) - Plan pays 80% of approved schedule of fees.  
  
Effective July 1, 2014, include composite "white" fillings.
  - ii) Prosthetics, crowns, and bridges (Plan B) - Plan pays 60% of approved schedule of fees.
  - iii) Dental plan coverage will provide for recall and cleaning checkups every 9 months.
- g) Orthodontic (Plan C) - Plan pays 60% of approved schedule of fees.

Effective the first of the month following ratification of the 2013 to 2018 agreement the maximum lifetime is increased to four thousand dollars (\$4000) per member or dependent.

- e) 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.
- f) Eligibility shall be the first of the month following date of completion of thirty (30) working days within three (3) calendar months following the date of entering employment.

#### **Section 7: General Principles for Health and Welfare and Dental**

- a) Premium cost for insurance shall be paid by the Company.
- b) Participation in such a plan shall be compulsory upon all employees. However, the obligation of the employer to enroll and cover an employee for Medical Services Plan is triggered only when the employee is not already covered by Medical Services Plan by some other means.
- c) Any new employee who has not worked in covered employment in the last eighteen months will be eligible to become a covered employee on the first day of the month following completion of the probationary period. However, for such employee, coverage for the Medical Services Plan and for the Extended Health Benefit will apply on the first day of the month following the date of employment.
- d) Coverage will be portable in all units covered by collective agreements between members of Forest Industrial Relations Limited, the Interior Forest Labour Relations Association, the Council on Northern Interior Forest Employee Relations, Canfor Limited, West Fraser Mills Ltd., and the USW and there shall be no waiting period for qualified employees changing employers within the Industry.
- e) Coverage during lay-off will be provided as follows:
  - i) Employees with one (1) or more years seniority - six (6) months.
  - ii) Employees with more than three (3) months but less than one (1) year seniority - three (3) months.
  - iii) In order for reinstatement of lay-off coverage to occur there must be a return to regular full-time employment. An employee returns to regular full-time employment when they are employed for 10 working days within a floating period of thirty (30) consecutive days.

- iv) Also, an employee who returns to work for at least one working day and less than 10 working days will be covered for that month, in addition to any lay-off coverage to which they were entitled if the recall occurred during the period of lay-off coverage.
- f) Weekly Indemnity coverage will be eliminated for an employee on an extended leave of absence under Leave of Absence, Article IX, Section 3, Compassionate Leave, provided however that such employee is eligible for Weekly Indemnity coverage on the agreed upon day of return to work. In order to qualify for this coverage, the employee must have returned to their place of residence in British Columbia unless their disability required them to be hospitalized and satisfies the requirements of the claims adjudication carrier. In the case of a compassionate appeal dealing with disability incurred during an extended leave of absence, the Trustees have the right to review certain circumstances.
- g) Employees on extended leave of absence under Leave of Absence, Section 3:, Compassionate Leave will pay their own premiums for Medical Services Plan, Extended Health Benefit, and Dental Plan, while the premiums for Group Life Insurance and Accidental Death and Dismemberment Insurance will be paid by the employer during such extended leave of absence.
- h) The existing Extended Health Benefits Plan will be extended to incorporate a medical travel plan allowance for necessary medical travel from remote areas when members or their dependents are referred by their attending physician to medical specialists in British Columbia and such referrals require travel from the patient's community of employment in excess of 500 kilometers round trip. The maximum allowance payable on behalf of any one member or dependent is \$600 over the term of the agreement. A West Fraser USW committee will work out all of the details prior to implementation.
- i) Medical Travel Allowance, to provide for:
- Effective January 1, 2014, the medical travel allowance will provide for one thousand dollars (\$1000) per year.
- The parties agree to participate in a joint study during the term of the Collective Agreement to evaluate ways to:
- More effectively integrate the short- and long-term disability plans,
  - Improve disability management programs and return to work procedures,
  - Consider ways to streamline adjudication procedures, and
  - Lower overall benefit costs.

## **ARTICLE XXI - LONG TERM DISABILITY PLAN**

- a) The Plan has been in effect since July 1st, 1982.

- b) The Plan to be funded on a 50/50 cost sharing basis.

Effective the first of the month following ratification of this MOA, 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 estimated 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 (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) A Board of Trustees will be constituted with equal representation from the Union and the Industry, to be responsible for establishing the terms of the Plan and the on-going administration.
- d) The Trustees will select a qualified actuary to assist them and to insure the establishment of actuarially sound reserves to fund the benefits provided by the Plan.
- e) The Trustees will enter into a Trust Agreement which will include provision for a procedure to settle any major dispute that may arise with regard to the provisions of the Plan.
- f) Protection Against Withdrawals - Withdrawing employer to be assessed for both the employer and employee share of the unfunded liability in cases of negotiated withdrawal, decertification, or relocation closure. Unfunded liability formula to be uniform and based on Plan Unfunded Liability divided by the total number of Plan member (at the time of most recent Plan Valuation) multiplied by the number of Plan members affected by the withdrawal. Trustees to be directed to amend the participation agreement accordingly.

West Fraser and United Steelworkers will jointly consider plan modifications that will 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:

- i) Improve the timeliness, effectiveness, and quality of Rehabilitation from the Plan.
- ii) 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.

- g) Employees who become disabled on or after July 1, 2004, shall be eligible to apply for Long Term Disability benefits after a 26 week qualifying period.

## **ARTICLE XXII - 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 Sub-Committee dated August 17, 1977.

### **Section 2:**

- 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.
- c) It is understood that the \$0.275 contributions provided for by the July 1, 2000, MOA are recognized as permanent.
- d) **Graduated Retirement**  
West Fraser and the Union will participate on a committee to explore and implement changes during the term of the Agreement.

The parties agree that when the Pension Plan permits graduated retirement, this

part will be engaged and activated.

## **ARTICLE XXIII - APPRENTICESHIP TRAINING PROGRAM**

### **Section 1:**

- a) The Company and the Union agree to institute the Apprenticeship Training Program for Tradespeople as outlined in this Agreement. The following trades to be part of the Apprentice Training Program:

Carpenters	Millwrights
Electricians	Pipefitters-Steamfitters
Welders	Forklift & Carrier Mechanics
Heavy Duty Mechanics	Fitters, Filers, and Benchperson
Machinists	

- b) Where the Company requires a person or persons to maintain a valid pressure certificate, they will notify the Local Union. The Company will pay the cost of the examination fee and fare allowance and lost time wages for the taking of the exam.
- c) If an official of the Department of Public Works requires welder to attend school, and the Company at their discretion still requires the pressure certificate, the Company will pay the cost of the examination fee, fare allowance, and net lost time wages.
- d) The Company will pay the apprentice, while attending training school, the following:
- i) Living Away From Home Allowance:
- Fifty (\$50) per day to a maximum of three hundred and fifty dollars (\$350) 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 two (2) round trip to school per technical training period. This distance will be as per a schedule based on the distance between the town of employment and the school.
- iii) Commuting Allowance:
- For apprentices who live at home and attend school. Fifty cents (\$0.50) per kilometer if commuting greater than 30 kilometers each way from school, minus the first 24 kilometers.

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

iv) Wages:

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

v) Apprenticeship Books and Tuition:

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

e) Apprenticeship Loyalty Agreement:

An employee, upon completion of an apprenticeship opportunity, is encouraged to work in the certified trades position for a minimum of four (4) years as a reciprocal commitment. Should an employee voluntarily leave the trade or the Company within four (4) years, the employee's obligation for repayment of all costs associated with Article XXIII, Section 1 (d) will be reimbursed by the employee based on the following:

- Leaves before serving one (1) year: 100% reimbursement.
- Leaves after serving one (1) year but before serving two (2) years: 75% reimbursement.
- Leaves after serving two (2) years but before three (3) years: 50% reimbursement.
- Leaves after serving three (3) years but less than four (4) years: 25% reimbursement.

If an apprentice is involuntarily displaced, repayment does not apply. This will include an employee voluntarily terminating their employment after being on layoff in excess of ten (10) weeks in a twelve (12) month rolling period.

f) That a committee will be established to review and upgrade the Apprenticeship Training Program.

It is agreed that the Company and the Local Union will abide by the recommended changes to the Apprenticeship training program as determined by the Conifer/USW subcommittee.

Effective upon ratification of the 2013 – 2018 Collective Agreement, the application of the alternative selection process developed by the Conifer/USW subcommittee and adopted by West Fraser, Williams Lake Plywood will be suspended.

Representatives of the USW 1-2017 and West Fraser will form an Apprenticeship Review Committee that will develop, and have ratified by both parties, a new apprenticeship selection program.

Should the Apprenticeship Review Committee fail to have the USW membership and the Company ratification of a new apprenticeship selection program by March 1, 2015, the suspended alternative selection process will be re-implemented.

## **Section 2: Selection of Apprentice Procedure**

### 1) PURPOSE

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

### 2) EDUCATIONAL PREREQUISITES

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

### 3) APTITUDE TESTING

Applicants will be tested in accordance with the bank of tests as recommended by the Apprenticeship Branch of the Ministry of Labour. Testing procedure will be as follows:

- a) A standard set of testing instructions and procedures will be developed and authorized by the parties to this agreement and communicated to appropriate management and union personnel.
- b) The passing grade for the tests will be established by the Apprenticeship Branch of the Ministry of Labour.
- c) The passing marks for the Mechanical Trades and Electrical tests are established as being a combined requirement of, firstly, seventy percent (70%) in the Mechanical Aptitude and Space Relations segments of the tests, and, secondly, seventy percent (70%) in the overall final scoring of the tests.

- d) All scoring computations of percentages in each section and overall scores of the tests are recorded as being rounded off to the next highest percentage point where any fraction of a percentage point exists.
- e) Tests will be conducted on plant property or near the plant by Management; a Union representative will be present when the tests are given and marked.
- f) Tests recommended for the self-evaluation will be made available and may be taken by an interested employee. Failure to take such tests shall not jeopardize an employee's application for any apprenticeship.
- g) Apprenticeship Selection Tests will be amended to provide improved selection criteria as in place in the Southern Interior.
- h) During the term of the 2003-2009 Agreement, West Fraser and the Union will jointly seek access to Federal Government programs to decrease industry costs and increase apprentice benefits.
- i) In the first year of the 2003-2009 Agreement, West Fraser and the Union will explore avenues to increase apprentices and to enhance the current apprentice selection criteria.

4) RE-TESTING

- a) It is agreed that where an applicant has failed to pass the Mechanical Aptitude and Space Relations section of either the Mechanical or Electrical tests, the employee will be allowed to bid and be re-tested one (1) additional time for each test.
- b) Results of all tests will be retained on file in the Company's office. An applicant who has met the criteria and successfully passed the requisite test and is the senior for any future apprenticeship posting within a three (3) year period, will be considered the successful applicant.
- c) An applicant who qualifies and has passed the Mechanical Aptitude and Space Relations section of any of the available tests, but failed the overall tests, will be eligible to bid and be re-tested for any future apprenticeship posting.

5) MAINTENANCE, MONITORING, AND DISTRIBUTION OF TESTS

- a) Sufficient copies of the tests, answer sheets, and marking overlays will be maintained by West Fraser Mills Limited, Vancouver Office and/or the Apprenticeship Branch of the Ministry of Labour of the Province of British Columbia.

- b) Test materials will be supplied on request to those operations requiring same and will be returned immediately after use.
- c) Use of the tests will be monitored by West Fraser Mills, Vancouver Head Office and/or the Apprenticeship Branch of the Ministry of Labour the Province of British Columbia. Such monitoring will maintain a record of applicants' tests, successful applicants' scores recorded, seniority applied, and provide a follow-up of the successful applicants' progress throughout training and an appropriate post training period. Other information as deemed necessary by the parties to this agreement will be made available as agreed.

6) PROBATIONARY PERIOD

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

7) SELECTION REVIEW

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

8) TRIAL PERIOD

This agreement is for a twelve (12) month trial period, from the date of this agreement. Either party may terminate this agreement upon one (1) month's written notice after the completion of the eleventh month.

## **ARTICLE XXIV – PLYWOOD JOB EVALUATION**

### **Section 1: Implementation**

The Job Evaluation Program for the Plywood Industry, conducted pursuant to a Memorandum of Agreement executed on the 22nd day of June, 1955, shall be implemented by the Parties hereto in accordance with the provisions of Schedule No. 3 to this Agreement.

### **Section 2: Point Range and Increment**

All jobs in Grade One, the point range of which is 0 to 81, shall be paid the minimum rate for common labour as provided in Article V, Section 1(c). The point range for subsequent grades shall be ten (10), i.e., Grade Two (82-91), Grade Three (92-101), etc. The wage increment curve for the Plywood Industry is as follows:

<b>Grade</b>	<b>Effective June 15, 2023</b>	<b>Effective June 15, 2024</b>	<b>Effective June 15, 2025</b>	<b>Effective June 15, 2026</b>
1	\$33.02	\$34.01	\$34.86	\$35.64
2	33.26	34.26	35.12	35.91
3	33.46	34.46	35.32	36.11
4	33.68	34.69	35.56	36.36
5	34.02	35.04	35.92	36.73
6	34.24	35.27	36.15	36.96
7	34.60	35.64	36.53	37.35
8	34.89	35.94	36.84	37.67
9	35.20	36.26	37.17	38.01
10	35.51	36.58	37.49	38.33
11	35.83	36.90	37.82	38.67
12	36.14	37.22	38.15	39.01
13	36.48	37.57	38.51	39.38
14	36.86	37.97	38.92	39.80
15	37.18	38.30	39.26	40.14
16	37.58	38.71	39.68	40.57
17	37.98	39.12	40.10	41.00
18	38.34	39.49	40.48	41.39
19	38.73	39.89	40.89	41.81
20	39.19	40.37	41.38	42.31
21	39.73	40.92	41.94	42.88
22	40.23	41.44	42.48	43.44
23	40.71	41.93	42.98	43.95
24	41.21	42.45	43.51	44.49
25	41.69	42.94	44.01	45.00
26	42.19	43.46	44.55	45.55
27	42.72	44.00	45.10	46.11

The general wage increases provided for in Article V, Section 1 (a) have been incorporated into these rates.

**Section 3: Red Circle Jobs**

Incumbents in job categories for which the wage rate is reduced as a result of job evaluation (hereinafter referred to as "red circle jobs") shall continue at the original rate.

## **ARTICLE XXV - TECHNOLOGICAL CHANGE**

### **Section 1: Advance Notification**

The Company shall notify the Shop Committee and the Union six (6) months in advance of intent to institute changes in working methods or facilities which would involve the discharge or laying off of employees.

### **Section 2: Retraining**

The Company shall co-operate with the Government of British Columbia and participate in every way possible in training or re-training of employees so affected.

### **Section 3: Rate Adjustment**

- a) An employee who is set back to a lower paid job because of mechanization, technological change or automation will receive the rate of their regular job at the time of the setback for a period of three (3) months and for a further period of three (3) months they will be paid an adjusted rate which will be midway between the rate of their regular job at the time of the setback and the rate of their new regular job. At the end of this six (6) month period the rate of their new regular job will apply. However, such employee will have the option of terminating their employment and accepting severance pay as outlined in Section 4 below, providing they exercise 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 they will receive the rate of their regular job at the time of the setback for a period of three (3) months and for a further period of three (3) months they will be paid an adjusted rate which will be midway between the rate of their regular job at the time of the setback and the rate of their new regular job. At the end of this six (6) month period the rate of their new regular job will apply.

### **Section 4: 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) day's pay for each year of service with the Company. The amount calculated under such entitlement shall not exceed a maximum of two hundred and ten (210) day's pay. This Section shall not apply to employees covered by Section 3 (b) above.

## **ARTICLE XXVI - SAFETY EQUIPMENT**

### **Section 1:**

- a) Where the following articles of equipment are required to be used by the Company or by the Worker's Compensation Board, the Company shall:
1. Supply new employees with the articles of equipment as required.
  2. Supply employees moving to another department with the articles of equipment they require and that they do not have at the time of the move, or
  3. Replace articles of equipment as required when they are presented worn or damaged beyond repair by an employee at no cost to the employee.
    1. Aprons
    2. Hard Hats
    3. Welding goggles, etc.
    4. Flotation equipment
    5. Dust protection
    6. Eye protection
    7. Ear protection
    8. 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.

The company is prepared to replace damaged work boots as per Item #11 of the Memorandum of Agreement dated June 15, 2004.

- b) The Company shall be required to make available at cost, to those employees who are required to wear them, the following articles:
1. Safety shoes
  2. Rain gear
  3. Coveralls

An employee who is required to wear caulk boots by the Worker's Compensation Board shall receive annually a caulk boot allowance of \$120.00:

- i) If they have six (6) months or more seniority, or
  - ii) Upon obtaining six (6) months seniority,
  - iii) Season lay-off shall not interfere with the qualifying period herein.
- c) Companies that supplied safety equipment and clothing at no cost to the employee on the effective date of this Agreement, will continue to do so at no cost to the employee.

## **ARTICLE XXVII - TOOL INSURANCE**

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

## **ARTICLE XXVIII - CONTRACTING OUT**

- a) The Company will not contract out any work that is performed by employees in the Bargaining Unit at the effective date of the agreement.
- b) Current practices in operations shall be agreed on with the Local Union in writing. Until such time as agreement is reached the above Clause (A) only will apply.

## **ARTICLE XXIX – EDUCATION FUND**

The Parties agree to establish a Fund based on the following parameters:

1. Contributions to the fund will be five cents (\$0.05) per hour worked per employee.
2. Effective the 1<sup>st</sup> of the month following ratification of the 2013 to 2018 Collective Agreement, contributions will be increased by one cent (\$0.01), for a total contribution of six cents (\$0.06) per hour worked.
3. Effective July 1, 2014, the contributions will be increased by one cent (\$0.01) for a total contribution of seven cents (\$0.07) per hour worked.
4. Effective July 1, 2015, the contributions will be increased by one cent (\$0.01) for a total contribution of eight cents (\$0.08) per hour worked.
5. Effective March 1, 2023, contributions to the fund will increase by one cent (\$0.01) per hour for a total of nine cents (\$0.09) per hour worked per employee.
6. Effective July 1, 2026, contributions to the fund will increase by one cent (\$0.01) per hour for a total of ten cents (\$0.10) per hour worked per employee.

7. The Fund will provide funding for the purpose as defined by the following:

### **Education Fund Policy Statement**

The strength of the I.W.A.-Canada relies on the continued commitment of the membership to effect positive change. There is an increasing need for our leaders and membership to understand and respond to emerging issues affecting the forest industry and/or our membership. We need to renew and build upon the historic principles of the I.W.A.-Canada through a comprehensive education program which will enrich union membership and enhance the objectives of the I.W.A.-Canada as a proud and progressive union.

To this end, the union will develop and deliver a wide range of programs which may include:

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

Without limiting the generality of the foregoing, the Fund will be used to develop and deliver programs, and to pay for administration costs, time lost from work to attend education and training, travel, accommodation, and such other reasonable costs as the Working Committee determines appropriate regarding the operation and administration of the Fund.

### **ARTICLE XXX – HUMANITY FUND**

- a) The Company agrees to deduct on a bi-weekly basis the amount of \$0.01 per hour from the wages of all employees in the bargaining unit for all hours worked.
- b) Prior to the 15<sup>th</sup> day of the month following said deduction, the Company shall pay the amounts to the "Humanity Fund" and to forward such payment to United Steelworkers National Office, 234 Eglinton Avenue East, Toronto, Ontario, M4P 1K7. The Company will advise in writing both the Humanity Fund at the aforementioned address and the Local Union that such payment has been made, the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made.

**ARTICLE XXXI - DURATION OF AGREEMENT**

**Section 1:**

This Agreement is a renewal and revision of the previous Collective Agreement entered into between the Company and the Union on July 1, 2023.

**Section 2:**

- a) The Parties hereto mutually agree that this Agreement shall be effective from and after the 1<sup>st</sup> day of July, 2023, to midnight the 30<sup>th</sup> day of June, 2027, and thereafter from year to year unless written notice of contrary intention is given by either Party to the other Party within four (4) months immediately preceding the date of expiry.

The notice required hereunder shall be validly and sufficiently served at the Head Office of the Party of the First Part, or at the Local Office upon the Local Officers of the Union, Party of the Second Part, within four (4) months immediately preceding the expiry date. If no Agreement is reached at the expiration of this Contract and negotiations are continued, the Agreement shall remain in force up to the time an Agreement is reached or until negotiations are discontinued by either Party.

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

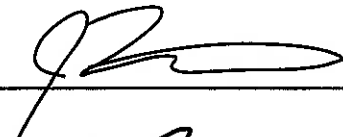

DATED this 10<sup>th</sup> day of July, 2025.

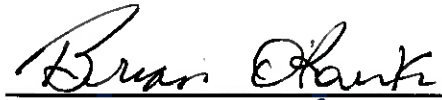

FOR:

AND:

WEST FRASER MILLS LTD.  
(CARIBOO DIVISION)

UNITED STEELWORKERS  
LOCAL 1-2017, C.L.C.

  
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E. & O.E.

**SCHEDULE NO. 1**

**WEST FRASER MILLS LIMITED, (CARIBOO DIVISION)**

**PLYWOOD JOB EVALUATION WAGE RATES**

<b>Grade</b>	<b>Points</b>	<b>Effective June 15, 2023</b>	<b>Effective June 15, 2024</b>	<b>Effective June 15, 2025</b>	<b>Effective June 15, 2026</b>
1	0-81	\$33.02	\$34.01	\$34.86	\$35.64
2	82-91	33.26	34.26	35.12	35.91
3	92-101	33.46	34.46	35.32	36.11
4	102-111	33.68	34.69	35.56	36.36
5	112-121	34.02	35.04	35.92	36.73
6	122-131	34.24	35.27	36.15	36.96
7	132-141	34.60	35.64	36.53	37.35
8	142-151	34.89	35.94	36.84	37.67
9	152-161	35.20	36.26	37.17	38.01
10	162-171	35.51	36.58	37.49	38.33
11	172-181	35.83	36.90	37.82	38.67
12	182-191	36.14	37.22	38.15	39.01
13	192-201	36.48	37.57	38.51	39.38
14	202-211	36.86	37.97	38.92	39.80
15	212-221	37.18	38.30	39.26	40.14
16	222-231	37.58	38.71	39.68	40.57
17	232-241	37.98	39.12	40.10	41.00
18	242-251	38.34	39.49	40.48	41.39
19	252-261	38.73	39.89	40.89	41.81
20	262-271	39.19	40.37	41.38	42.31
21	272-281	39.73	40.92	41.94	42.88
22	282-291	40.23	41.44	42.48	43.44
23	292-301	40.71	41.93	42.98	43.95
24	302-311	41.21	42.45	43.51	44.49
25	312-321	41.69	42.94	44.01	45.00
26	322-331	42.19	43.46	44.55	45.55
27	332-341	42.72	44.00	45.10	46.11

## WEST FRASER QUESNEL MAINTENANCE WAGE RATES

### Manufacturing Tradesperson Categories

**Machinist**

**Carpenter**

**Electrician**

**Heavy Duty Mechanic**

**Millwright**

**Pipefitter / Steamfitter**

**Sawfiler**

Categories listed above apply to:	Effective June 15, 2023	Effective June 15, 2024	Effective June 15, 2025	Effective June 15, 2026
Journeyman w/certificate	\$47.470	\$48.895	\$50.115	\$51.245
Journeyman	\$46.895	\$48.300	\$49.510	\$50.625
Improver w/3 <sup>rd</sup> yr. complete	\$41.255	\$42.495	\$43.555	\$44.535
Improver w/2 <sup>nd</sup> yr. complete	\$40.170	\$41.375	\$42.410	\$43.365
Helper w/1 <sup>st</sup> yr. complete	\$39.185	\$40.360	\$41.370	\$42.300
Helper	\$38.670	\$39.830	\$40.825	\$41.745
Welder Level A	\$47.470	\$48.895	\$50.115	\$51.245
Welder Level B	\$47.145	\$48.560	\$49.775	\$50.895
Welder Level C	\$46.457	\$47.850	\$49.045	\$50.150

### New Filing Room Categories

	Effective June 15, 2023	Effective June 15, 2024	Effective June 15, 2025	Effective June 15, 2026
Benchperson	\$48.730	\$50.190	\$51.445	\$52.600
Benchperson (non-certified)	\$48.160	\$49.605	\$50.845	\$51.990
Sawfiler	\$47.470	\$48.895	\$50.115	\$51.245
Sawfiler (non-certified)	\$46.895	\$48.300	\$49.510	\$50.625
Sawfiler Level 1	\$40.195	\$41.400	\$42.435	\$43.390
Helper	\$38.685	\$39.845	\$40.840	\$41.760

### Legacy Filing Room Categories

Benchperson w/certificate	\$48.730	\$50.190	\$51.445	\$52.600
Benchperson	\$48.160	\$49.605	\$50.845	\$51.990
Benchperson Helper	\$47.035	\$48.445	\$49.655	\$50.770
Circular Saw Filer (certified)	\$47.470	\$48.895	\$50.115	\$51.245
Circular Saw Filer	\$47.925	\$49.365	\$50.600	\$51.740
Saw Filer Helper	\$47.035	\$48.445	\$49.655	\$50.770
Saw Fitter w/certificate	\$47.035	\$48.445	\$49.655	\$50.770
Saw Fitter	\$46.465	\$47.860	\$49.055	\$50.160
Saw Fitter w/1 <sup>st</sup> yr. complete	\$41.010	\$42.240	\$43.295	\$44.270
Saw Fitter Helper	\$39.475	\$40.660	\$41.675	\$42.615

<b>Engineers Categories</b>				
	<b>Effective June 15, 2023</b>	<b>Effective June 15, 2024</b>	<b>Effective June 15, 2025</b>	<b>Effective June 15, 2026</b>
2 <sup>nd</sup> Class Engineer	\$49.480	\$50.965	\$52.240	\$53.415
3 <sup>rd</sup> Class Engineer	\$47.470	\$48.895	\$50.115	\$51.245
4 <sup>th</sup> Class Engineer	\$45.190	\$46.545	\$47.710	\$48.785

<b>Miscellaneous Categories</b>				
	<b>Effective June 15, 2023</b>	<b>Effective June 15, 2024</b>	<b>Effective June 15, 2025</b>	<b>Effective June 15, 2026</b>
Grinderperson	\$37.801	\$39.190	\$40.170	\$41.075
Head Oiler #1	\$37.805	\$39.195	\$40.175	\$41.080
Oiler #1	\$37.295	\$38.670	\$39.640	\$40.530
Yard Bucker	\$37.770	\$38.900	\$39.875	\$40.770

<b>First Aid Categories</b>	
Job Rate Plus:	
Level 2 Certificate	\$0.50 per hour
Level 3 Certificate	\$1.50 per hour

### **Apprenticeship Wage Rate Progression**

For an apprentice to progress to the subsequent wage rate (as outlined in the Supplement No. 1 Wage Table) in their respective trade the apprentice must have completed the requisite on-the-job training hours AND the corresponding level of technical training. In a case whereby the technical training is scheduled and completed after the realization of the hours increment (through no fault of the apprentice), the apprentice will be entitled to a retroactive adjustment to the hours increment upon successful completion of the corresponding technical training period.

In accordance with Supplement No. 8, Article V, Section 7: Journeyperson Qualifications, an apprentice must complete both the STBC required on the job training hours AND successfully pass the red seal trade certification exam in order to be eligible for the Certified wage rate. In the event the Company contributes to any delay in attendance in the last phase of technical training and completion of the red seal certification exam, the Apprentice will be eligible for a retroactive adjustment based on the certified rate for the corresponding period of delay.

## **SCHEDULE NO. 2**

### **BIDDING PROCEDURE**

1. The Bid Sheet shall be posted on the plant bulletin board for a minimum of twenty-four (24) hours.
2. The Personnel Department shall screen bid sheets for the successful bidder on the basis of seniority and competency.
3. The Personnel Manager shall maintain a list of successful bidders on the plant bulletin board which list shall accumulate for three (3) months. As the successful bidders are selected, their names shall be entered with the date and, if possible, the date the job becomes effective. All bids shall be entered five (5) days after the bid sheet comes down. Successful bids shall become effective on the 6th working day after the bid sheet comes down.
4. A "Successful Bid Sheet" shall be published weekly with copies given to the Department Superintendent, Supervisor's Office, Payroll Section and Committee.
5. In the event the Personnel Manager and/or Superintendent and the employee concerned and/or Committee Chairperson cannot settle on an effective date which has been delayed because of exceptional conditions, a Committee meeting shall be held to appraise the exceptional conditions. Failing settlement in this manner, grievance procedure shall be instigated.
6.
  - (a) When commencing employment at West Fraser Mills Ltd., all employees automatically become part of a "labour pool". To get out of the labour pool and acquire departmental seniority employees must bid on posted jobs or be placed on a job where no one else has bid.
  - (b) Alternatively, employees may find themselves in the labour pool owing to insufficient departmental seniority to remain in their department;
    - (i) in case of curtailment of forces; or
    - (ii) in case of the disappearance of jobs owing to technical change.
  - (c) In the event that senior employees in the labour pool fail to bid, the Company and the Committee shall make every effort to place such employees. In regard to employees as defined under Sub-section (b) (i) and (b) (ii) above:
    - (i) Placement by the Company and the Committee shall not interfere with the employee's right to return automatically to the jobs which they held before reduction when the jobs are re-established;

- (ii) The ninety (90) day bidding restriction (see Article 8 below) does not apply, and;
    - (iii) Nothing contained in (c) (i) to (iii) above shall interfere with the application of Section 5(d) of Article VIII.
  - (d) Any employee in the labour pool who refuses a job in line with their seniority on any given day shall relinquish their seniority rights for that day.
7. When more than one employee bids on a job and the successful bidder fails to qualify, all employees who bid shall be considered before the job is re-posted. However, if the job is not filled within six (6) weeks, it shall be re-posted.
8. The foregoing bidding procedure may be revised annually.

## **SCHEDULE NO. 3**

### **PLYWOOD JOB EVALUATION**

As referred to in Article XXIV, Section 1 of the 2009 – 2013 Quesnel Plywood - A Division of West Fraser Collective Agreement

#### **1. PRINCIPLES AND PROCEDURES**

The implementation and administration of the Job Evaluation Program shall be in accordance with the principles and procedures set out in a Manual dated September, 1955 and entitled "Job Evaluation Manual for Operational Hourly Paid Jobs in the Plywood Industry of British Columbia" as amended July, 1966 and as further amended April, 1971 (herein referred to as the "Manual").

#### **2. INDUSTRY JOB EVALUATION COMMITTEE**

There shall be a Committee constituted and named the Industry Job Evaluation Committee (herein referred to as the "Plywood Evaluation Committee") to consist of one (1) member representative of the Interior Forest Labour Relations Association (IFLRA) and one (1) member representative of United Steelworkers.

#### **3. FUNCTION OF PLYWOOD EVALUATION COMMITTEE**

- (a) The Plywood Evaluation Committee shall assume general responsibility for the administration of the Job Evaluation Program.
- (b) The unanimous decision of the said Committee shall be final and binding on the Parties hereto.

#### **4. PLANT JOB REVIEW COMMITTEE**

- (a) There shall be a Committee constituted in each plywood plant named the Plant Job Review Committee (herein referred to as "Review Committee") to consist of two (2) members representative of management and two (2) members representative of the employees. At least one (1) representative of management must be a member of the plant's salaried staff or management, and at least one (1) representative of the employees must be an employee of the plant whose job is subject to Plywood Job Evaluation. Management may choose their second representative from amongst persons not employed at the plant, and the Union may do likewise except that neither Party may choose as its representative a member of the Plywood Evaluation Committee or any person who is employed as a job evaluator by IFLRA or by United Steelworkers.

- (b) The Company shall reimburse any of its hourly-paid employees for time lost while acting as a member of the Review Committee or while presenting information, regarding their own job, before a regularly convened meeting of the Review Committee. The Company shall not be responsible for remunerating employee representatives who are not its hourly-paid employees.

## 5. **FUNCTION OF REVIEW COMMITTEE**

- (a) The Review Committee will be responsible for seeing that all requests for evaluation or re-evaluation of jobs are adequately and accurately documented before being passed to the Plywood Evaluation Committee for further action. The documents required will include a "Request for Job Evaluation" form submitted either by an individual employee or by local management, and a fully completed job description which provides sufficient information for the subsequent work of the Plywood Evaluation Committee. The form of the documents, the procedures for submitting and handling them, and the time limits for completion may be amended as required by the Plywood Evaluation Committee under the authority given them by Article 3 of this Supplement.
- (b) Decisions of the Review Committee respecting the appropriateness of a request for evaluation or re-evaluation, or respecting the adequacy and accuracy of documents, shall be by unanimous agreement. Failing such agreement within the established time limit, the Review Committee shall, at the request of any one of its members, immediately forward the Request for Job Evaluation, together with any other documents on which there is unanimous agreement, to the Plywood Evaluation Committee and shall then have no further responsibility for documenting that request.
- (c) When the Plywood Evaluation Committee has made a decision respecting the evaluation of a job, it shall communicate that decision to the appropriate Review Committee. The Review Committee will be responsible for informing management and the employees concerned, giving reasons for the outcome where these are available. A decision of the Review Committee that an Application for Job Evaluation should not be forwarded to the Plywood Evaluation Committee will, similarly, be communicated with reasons to those concerned.
- (d) Nothing in this Article limits the right of the Plywood Evaluation Committee to determine the facts about any job by direct observation or otherwise, or to amend any job description or specification submitted to them in support of a Request for Job Evaluation form.

**6. APPLICATION OF PROGRAM**

The Job Evaluation Program shall apply to all employees in the Plywood Industry except Certified Tradesperson, Improvers, Helpers, Powerhouse and Boom Crews and Filer-Grinderperson.

**7. DIRECTION OF WORK**

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

**8. RE-EVALUATION**

- (a) When a job has moved to another grade as a result of re-evaluation, the wage rate for the new grade shall be effective on the date that management or the employee has applied to the Review Committee for re-evaluation.
- (b) When a job is moved to a lower grade as a result of re-evaluation, the incumbent shall maintain their job rate as a red circle rate subject to the provisions of Paragraph 10 herein.

**9. NEW JOBS CREATED**

Where the Company has exercised its right to create a new job, a temporary rate shall be set by management. The permanent rate for the said job as determined by the Plywood Evaluation Committee shall be effective as of the date the job was installed. If the evaluated rate for a new job is lower than the temporary rate, the incumbent(s) shall be allowed to continue at the temporary rate.

**10. RED CIRCLE JOBS**

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

assigned. If at a later date an employee is reassigned to their former job they shall regain their red circle rate.

- (d) When the Company terminates a job, or a job is not occupied during a period of one (1) year, a record as to the cancellation of the applicable job description and classification shall be established.
- (e) If an employee is temporarily transferred at the request of the Company they shall retain their existing rate or receive the rate for the new job, whichever is higher. On return to their regular job the said employee shall regain their red circle rate.

#### 11. **SENIORITY**

- (a) Subject to the provisions herein set out, Article VIII (Seniority) shall continue to apply.
- (b) Promotions shall be made only where a vacancy exists.

#### 12. **REFERRAL PROCEDURE**

- (a) When the Plywood Evaluation Committee has decided the outcome of a Request for Job Evaluation, it shall transmit its decision to the appropriate Plant Job Review Committee.
- (b) An evaluation done by the Plywood Evaluation Committee shall be final and binding on the Parties but, at any time after five (5) years since the last evaluation or re-evaluation of a job, management or an individual employee may submit a request for re-evaluation of that job and no other reason than the elapsed time shall be necessary.
- (c) If the Plywood Evaluation Committee is unable to reach agreement regarding the disposition of a Request for Job Evaluation or any other matter regarding the job evaluation program which falls within their jurisdiction, the matter shall be referred to IFLRA and to United Steelworkers for settlement.
- (d) All communication between any Plant Review Committee and the Plywood Evaluation Committee referred to above shall be affected by sending one (1) copy to the Union representative or representatives on the Committee and one (1) copy to the employer representative or representatives. In the case of communications to a Plant Review Committee, the Union representatives will be addressed care of the office of the appropriate Union Local and the employer representative care of the Company's offices at the plant. In the case of communications to the Plywood Evaluation Committee, the Union representative will be addressed care of the offices of United

Steelworkers, District 3, and the employer representative care of the offices of IFLRA.

13. **TRAINING PROGRAM**

A program of training for members of the Review Committee in each plant shall be instituted, the details of which shall be arranged by IFLRA and United Steelworkers.

## **SCHEDULE NO. 5**

### **CONSTRUCTION CONTRACTING**

#### **Section 1:**

It is agreed that Plant Tradespersons who are assigned by the Company to carry out work directly related to "new" construction with tradespersons employed by an outside contractor, plant tradespersons will be paid the "outside" contractor(s) rate(s).

#### **Section 2:**

For the purpose of this Agreement "new" construction shall be defined as meaning:

- (a) The construction of major new buildings and major additions to existing buildings.
- (b) The addition of new or used major production machinery and related equipment not previously in existence.

#### **Section 3:**

- (a) "Tradesperson" shall mean journeyman and apprentices in the following trades:

Machinist  
Millwright  
Steamfitter/Pipefitter  
Welder  
Electrician  
Carpenter

- (b) "Contractor's Rate" shall only mean the hourly wage paid by that contractor and not any other payment or working conditions.
- (c) "Contractor's Rate" will not exceed the rates for similar trades paid by IWA construction companies.

## **SCHEDULE NO. 6**

### **ALTERNATE SHIFT SCHEDULING**

#### **A. FLEXIBILITY OF HOURS OF WORK**

The Parties recognize the need for flexibility of hours other than those outlined in the Hours of Work Article, for the express purpose of better utilization of the workforce and capital such as:

- Balancing of production
- Maintenance
- Market requirements
- Even flow production
- Emergency or unexpected harvesting programs
- Continuous scheduling (e.g., Logging, Engineers, Fireperson  
Maintenance, Watchperson)

#### **B. SHIFT SCHEDULING**

The parties agree that the following shift schedules will provide the flexibility required to meet the needs expressed above.

1. Logging
  - i) compressed schedules consisting of 10 hours per day, 4 days per week;
  - ii) non-continuous schedules such as 10 days on, 4 days off.
2. Manufacturing
  - i) 2 crews working 4 days, 10 hours per shift;
  - ii) up to 3 crews working Monday to Saturday, 10 hours a shift not exceeding 40 hours per week;
  - iii) employees working in continuous operations may be scheduled to work shifts other than (i) or (ii) above.

3. Maintenance

- i) shifts of up to 10 hours per day, 40 hours per week, Monday to Sunday inclusive;
- ii) three shifts per week, not exceeding 12 hours per day.

4. Other Shifts

It is understood the parties can establish other shifts by mutual consent to meet local conditions.

**C. IMPLEMENTATION**

Any variation(s) to the Hours of Work Article shall be implemented only upon completion of the following steps:

- 1. The Company and the Local Union will meet to discuss proposed shift schedules within the terms of the Hours of Work Article. It is anticipated that the Local Union will make sincere attempts to assist the Company wishing to introduce alternate shift schedules. The parties must mutually agree on resolution of issues such as:
  - a) details of shift
  - b) details of Statutory Holidays, Floating Holiday, Bereavement Leave, and Jury Duty.
  - c) Maximum length of shifts for physically demanding work. Accident prevention is a factor to be taken into account in determining shift lengths.
  - d) The loss of hours/employment as a direct result of the implementation of alternate shift schedules.
  - e) The use of employees for supplementary production work.
- 2. The Camp or Plant Committee and the crew will be actively consulted by the Parties during the process.

## **D. GENERAL PRINCIPLES**

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

1. The Company agrees that alternate shift schedules will not be introduced where the intention is to increase the use of casual employees in place of regular employees.
2. Different parts of an operation may be scheduled on different shifts.
3. The principle of the forty (40) hour week is to be maintained over an averaging period.
4. This Article shall not change existing alternate shift agreements, unless agreed to by both parties.
5. Earned vacations will be scheduled on the same basis as days and hours worked under the alternate shift schedule.
6. Other Articles of the Collective Agreement which provide benefits after eight (8) hours are extended by the amount the regular hours of work have been increased beyond the eight (8) hours per day.
7. An employee's rest days may vary from week to week under an alternate shift schedule. Employees shall not be paid premium pay for changes in their rest days in these circumstances.
8. An employee whose rest days are changed by the Company under an established alternate shift schedule shall receive rate and one-half for work performed on their rest days unless a change in rest day results from the application of seniority or has been agreed to between the employee and the Company.
9. There shall be no premium pay paid to any employee whose rest days are changed because of the implementation of an alternate shift schedule.

# **APPRENTICESHIP TRAINING PROGRAM**

Between

**WEST FRASER MILLS LIMITED  
(CARIBOO DIVISION)**

AND

**UNITED STEELWORKERS  
LOCAL 1-2017**

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 Journeyperson, Improvers or Helpers in respect to the 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                      | - 3 Year Program |
| 7. | Carpenter                   | - 4 Year Program |
| 8. | Forklift & Carrier Mechanic | - 4 Year Program |
| 9. | Filers & Fitters            | - 4 Year Program |

## **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 they pass all of the prescribed tests and work is available to them.

## **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 a second opportunity, but in the event of failure to pass on the occasion of the second such test, they 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 the 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 XXII, Section 2, 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 the Program will be reclassified as Labourers with no reduction in rate of pay, until such time as they have an opportunity to apply their seniority to obtain a job with equal or a higher rate of pay.

Labourers will not be employed in a manner that will interfere with the application of the Program.

**Section 5: Age Limit**

There will be no age limit for 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 11-month period, prior to attending vocational school, unless the applicant's previous experience renders such assignment unnecessary.

A program for the aforementioned Welder Apprentices will be established.

**Section 2: 5 Year Schedule**

	<b><u>Rating</u></b>	<b><u>At Operation</u></b>	<b><u>At School</u></b>
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
Fifth Year	Improver	first 11 months	last 4 weeks

### **Section 3: 4 Year Schedule**

	<b><u>Rating</u></b>	<b><u>At Operation</u></b>	<b><u>At School</u></b>
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 4: 3 Year Schedule**

	<b><u>Rating</u></b>	<b><u>At Operation</u></b>	<b><u>At School</u></b>
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 5: Electricians**

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

### **Section 6: Passing Test**

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

### **Section 7: Journeyman Qualification**

Following completion of the period of training as required herein, and upon becoming certified, they shall receive certified Journeyman's rate of pay if a Journeyman's job is available. If, however, a Journeyman's job is not available they shall be entitled to exercise their plant seniority for job entitlement. If in the exercise of their seniority they are retained as an Improver, they shall not be required to perform a Journeyman's work or take the place of a Journeyman.

### **Section 8: Vocational School Delay**

If any of the periods provided for in Sections 2, 3, 4 or 5 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 their test shall receive an increment agreed to between the Company and the Union during their second term year 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 period of vocational training shall receive an increment agreed to between the Company and the Union during their second term as an Improver.
- e) Persons employed as a Journeyman, 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: Expenses**

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

Single persons shall receive their wages, less the sum paid to them by the appropriate Government authorities. Married persons shall receive their wages, less the sum paid to single persons by the appropriate Government authorities.

### **Section 3: Delay in Testing**

Where an employee incurs delay in taking one of the tests under this Program, through no fault of their own, the delay shall not prejudice their 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 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 a Journeyperson, who do not wish to become certified, shall continue to be employed as a Journeyperson.

### **Section 2:**

Persons employed as a Journeyperson, who take the Tradesperson Qualification Exam and fail, shall continue to be employed as a Journeyperson.

### **Section 3:**

If a present Journeyperson fails to pass the test for a voluntary Tradesperson's Qualification Certificate, they can then become indentured as an Apprentice at no reduction in rate of pay.

### **Section 4:**

There will be a three-person committee established to process applicants who make application to be tested under the voluntary Tradesperson's Qualification, or who become indentured under the Apprenticeship and Tradesperson'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 Certified tradespersons shall be required to have, and shall not qualify for the Journeyperson 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 Journeyperson.

### **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 themselves for the job.

### **Section 3:**

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

WEST FRASER MILLS LIMITED  
CARIBOO DIVISION  
QUESNEL, B.C.

Dear Sirs:

This will confirm our understanding that the Union will agree to sit down and negotiate during the term of the 1991-1994 Collective Agreement a continuous production schedule.

It is understood that at such time, all aspects of hours of work and wages to be affected will also be opened for negotiation; and it be further understood that any proposed agreement on this proposal must be ratified by secret ballot vote of the members of the UNITED STEELWORKERS, Local 1-424, employed by West Fraser Mills Limited at Quesnel, B.C.

Yours truly,

UNITED STEELWORKERS  
LOCAL 1-424,  
C.L.C.

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President

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Financial Secretary  
E. & O.E.

OTEU 15

## **LETTER OF UNDERSTANDING**

**BETWEEN:  
WEST FRASER MILLS LIMITED  
CARIBOO DIVISION**

**AND:  
UNITED STEELWORKERS  
LOCAL 1-2017, C.L.C.**

### **RE: JOB POSTING (TEMPORARY JOBS)**

Temporary jobs must be posted if more than three weeks known duration, excluding vacations, with the successful bidder having the right to return to their regular job when the temporary job expires.

To qualify for a temporary posting the bidder must be qualified to perform the job.

Employees holding trainee positions shall not be permitted to bid on temporary jobs except on jobs in the category in which they are training.

Temporary jobs shall be reposted as permanent jobs when it is indicated that the absent employee will not return.

### **RE: OVERTIME ON DRYERS**

The Local Union agrees to overtime work on the dryers provided that:

1. Normal plant production be maintained on a five (5) day per week schedule.
2. Any additional overtime required in excess of (1) above to be discussed by the Local Union and the Company.
3. This letter of Understanding is to apply to dryer overtime only.
4. It is further understood that the general principles which have been followed on dryer overtime will prevail as follows:
  - a) Overtime will be equalized as much as possible, i.e. one person will not get two overtime shifts on a weekend if it is possible to get another person.

- b) Spares who have seniority and are on layoff will get preference on the unskilled jobs.
- c) The following jobs will be staffed by experienced personnel in all cases if possible; dryer operators, jeep driver, four dryer-grader offbearers, two patchers and one reclip operator.
- d) Supervisors will control and supervise the above points.

**RE: ATTENDANCE AT GRIEVANCE MEETINGS**

The parties hereby agree that for the purpose of grievance meetings, arrangements shall be made allowing all members of the Plant Committee to attend such meetings without suffering any loss of pay.

It is further agreed that prior to taking up any individual grievance, the Committee shall have the right to examine the employee's record with the Personnel office.

**RE: HOT DRYER CLEANING**

It is mutually agreed that the members of the cleaning crew will rotate, at reasonable periods, to the "hot spot", and, further agreed that the Company will supply some type of protective over-garment to each of the cleaning crew.

**RE: SELECTIVE EMPLOYMENT**

The Company agrees that when an employee, who requires selective employment because of accident or extended illness, returns to work the Company will, within twenty-four (24) hours after the employee has returned to work, inform the Plant Committee of the employee's name and to what work they have been assigned.

Where a dispute arises about the suitability of the work to which the employee has been assigned, the Committee and the Company shall meet and attempt to resolve the matter.

**RE: MULTIPLE QUALIFICATIONS ON BID SHEETS**

The Parties agree that Multiple Qualifications shall not be used on the Bid Sheets.

**RE: WORKING SUPERVISOR**

It is agreed that Supervisors and persons excluded from the bargaining unit shall not perform work usually performed by employees in the bargaining unit except for instruction, experiments, quality control or in an emergency where no one in the bargaining unit is either available or capable of performing the work required.

**RE: INTERPRETATION ARTICLE IX - LEAVE OF ABSENCE**

Further to our discussion, during negotiations in regard to Article IX - Leave of Absence in the new Agreement, the Local Union agrees that Article IX, Section 3, as it applies to Leaves of Absence for educational and training purposes, should be clarified as to intent and propose the following interpretation:

1. The Company will only be obliged to grant Leaves 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.
2. The Local Union agrees that Article IX, Section 3, as it applies to compassionate leave be interpreted as follows:

The company will only be obliged to grant extended compassionate leave to employees in cases of emergency such as illness or death in the family, or in cases where the individual is designated to act as Administrator of an estate.

3. Requests for Leave of Absence for personal reasons other than compassionate or educational training will be subject to the provisions of Sections 2 and 3, Article IX of the Collective Agreement.

The Parties agree that in the application of Article IX, Leave of Absence, Section 3, Compassionate Leave, the following criteria shall be used in determining an employee's eligibility.

1. Leave of Absence without pay for extended vacation purposes shall be limited to those employees with more than two (2) years continuous service.
2. Leave of Absence without pay for extended vacation purposes shall be granted based on one (1) month leave of absence for each year of continuous service to a maximum of six (6) months.
3. Leave of Absence without pay for extended vacation purposes shall be limited to a maximum of one (1) leave in a three (3) calendar year period.

4. Leave of Absence for extended vacation purposes will be limited to four (4) employees off on leave at any one time in the plywood section and one (1) employee off on leave at any one time in the plywood maintenance.
5. Leave of Absence for extended vacation purposes will be granted on a first come/first serve basis.

**RE: ESTABLISHMENT OF FORCES**

The Parties agree that when forces are re-established, employees shall return to their previously held jobs as soon as possible but not later than the first shift following the first weekend.

**RE: NEW CONCEPTS COMMITTEE**

The Parties agree to establish a committee to study new concepts, including industrial democracy, of ways to improve labour management relations between the above named Parties.

**RE: EMPLOYEE AND FAMILY ASSISTANCE PROGRAM**

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

**RE: TRAINING FOR FIREFIGHTERS, 4TH CLASS ENGINEER**

The purpose of this Letter of Understanding is to improve the technical background of people in the Boilerhouse and open up a line of progression in the Steam Plant and a specific agreement re the Training Program for the entry position for Fireperson with Fourth Class Ticket.

1. Future Boilerhouse Utility vacancies will be posted as Trainee positions for Fireperson with 4th Class Ticket. The successful candidate will be selected on the basis of seniority, and the successful completion of the Apprentice Selection Tests (Mechanical).
2. Applicants must be High School graduates including Grade 12 Mathematics or B.C. equivalent.
3. Successful bidders will enroll in the Department of Education correspondence course for 4th Class Engineers and should complete the course within twelve (12) months. They would keep the Chief Engineer advised of their progress.
4. To remain in the Utility position, the trainee must complete the Fourth Class Certificate course and examination as set out in the Leave of Absence for

Stationery Engineers Training Agreement within sixteen (16) months.

5. Trainees will be utilized as relief Fireperson when the Chief Engineer feels they have become familiar with the position of Fireperson.
6. Once trainees have their 4th Class Ticket, they would qualify for bidding on the next permanent Fireperson's position.
7. Boilerhouse Utility Trainees on obtaining their 4th Class Ticket will be paid the Boilerhouse rate assigned to the Fireperson category.
8. Present Boilerhouse Utility bid holders not in possession of a 4th Class Stationery Engineering Certificate will be able to bid on future Fireperson positions. On obtaining such bid, they will be required to enroll in the Department of Education Correspondence Course for a 4th Class Certificate and complete the course and examination as set out in the Leave of Absence for Stationery Engineers Training Agreement, within eighteen (18) months. If they do not pass the course or examination, they will be given a second opportunity to do so. This must be completed within six (6) months. Failing a second time, they will be required to withdraw from the program, but will keep the bid position of Fireperson.
9. This Agreement shall take effect of August 28th, 1981 and is subject to review at the request of either party after two months written notice.

#### **RE: ARTICLE XI, SECTION 4 - PERSONAL FLOATING HOLIDAY**

The purpose of this Letter of Understanding is to clarify the administration of the Personal Floating Holiday.

- a) The Parties agree that a regular, full-time employee, when taking their Personal Floating Holiday as provided for in Article XI, Section 4, must have worked their last regularly scheduled work day before, and their first regularly scheduled work day after the holiday, unless their absence is due to illness or an occupational injury, or the employee is on authorized leave of absence (subject to Article XI, sub-section 4(b) (iii).
- b) The Parties further agree that payment of the Personal Floating Holiday upon termination shall not be construed as an extension of their period of employment.

**RE: APPRENTICESHIP TRAINING PROGRAM**

Where an employee voluntarily leaves the apprenticeship program, they shall forfeit all right to train in that trade, unless there is evidence of immaturity or poor health at the time of the bidding off the job. In such a case, Management agrees to review a new bid but one (1) year must pass from the date of the occurrence.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1991.

FOR:

WEST FRASER MILLS LIMITED  
(CARIBOO DIVISION)

\_\_\_\_\_

\_\_\_\_\_

E. & O. E.

FOR:

UNITED STEELWORKERS  
LOCAL 1-424, C.L.C.

\_\_\_\_\_

\_\_\_\_\_

President

Financial Secretary

## **LETTER OF UNDERSTANDING**

**BETWEEN:**

**West Fraser Mills Limited  
(Cariboo Division)**

**(Hereinafter known as the "Company")  
OF THE FIRST PART**

**AND:**

**UNITED STEELWORKERS  
Local 1-2017**

**(Hereinafter known as the "Union")  
OF THE SECOND PART**

The Company and the Union hereby agree to abide by the following terms and conditions in respect to Leaves of Absence for Stationary Engineers Training.

1. **FOURTH CLASS CERTIFICATE**

Upon successful completion of the Department of Education Correspondence Course for a FOURTH CLASS STATIONARY STEAM ENGINEERING CERTIFICATE or possessing equivalent qualifications acceptable to the Vocational School authorities, Powerhouse employees will be granted three (3) weeks leave of absence with pay to attend an approved Vocational School to complete the course and write the examination for the Fourth Class Stationary Steam Engineering Certificate.

During their first week at the School, the employee will be evaluated by the school authorities to determine their knowledge of the subject, and if the evaluation is favourable, they will continue their studies at the school during the following two weeks and write the prescribed examination. In the event that the evaluation is not favourable, the school authorities will indicate to the employee those areas where further study is needed, and they will return to the mill and carry out the recommended home studies. Upon completion of this additional studying, the employee will be granted three (3) weeks leave of absence, two (2) weeks with pay and one (1) without, to return to the Vocational School to complete the course and write the prescribed Fourth Class Certificate examination.

## 2. **THIRD CLASS CERTIFICATE**

Upon successful completion of the Department of Education Correspondence Course for a THIRD CLASS STATIONARY STEAM ENGINEERING CERTIFICATE or possessing equivalent qualifications acceptable to the Vocational School authorities, Powerhouse employees shall be granted five (5) weeks leave of absence with pay to attend an approved Vocational School to complete the course and write the examination for the Third Class Stationary Steam Engineering Certificate.

During their first week at the school, the employee will be evaluated by the school authorities to determine their knowledge of the subject, and if the evaluation is favourable, they will continue their studies at the school during the following four weeks and write the prescribed examination. In the event that the evaluation is not favourable, the school authorities will indicate to the employee those areas where further study is needed, and they will return to the mill and carry out the recommended home studies. Upon completion of this additional studying, the employee will be granted five (5) weeks leave of absence, four (4) weeks with pay and one (1) without, to return to the Vocational School to complete the course and write the prescribed Third Class Certificate examination.

## 3. **SECOND CLASS CERTIFICATE**

Upon successful completion of the Department of Education Correspondence Course for a SECOND CLASS STATIONARY STEAM ENGINEERING CERTIFICATE, or possessing equivalent qualifications acceptable to the Vocational School authorities, Powerhouse employees shall be granted ten (10) weeks leave of absence with pay, on the basis set forth hereunder, to attend an approved Vocational School to complete the two-part course and write the examination for the Second Class Stationary Steam Engineering Certificate:

- i) Five (5) weeks leave of absence with pay to complete Part "A" (Mathematics and Physics)
- ii) Five (5) weeks leave of absence with pay to complete Part "B" (Basic Engineering)

During their first week at the school in each of the above-mentioned cases (i) and (ii) the employee will be evaluated by the school authorities to determine their knowledge of the subject, and if the evaluation is favourable they will continue their studies at the school during the following four (4) weeks and write the examination prescribed for Part "A" or "B", whichever is applicable. In the event that the evaluation is not favourable, the school authorities will indicate to the employee those areas where further study is needed, and they will return to the mill and carry out the recommended home studies. Upon completion of this

additional studying, the employee will be granted five (5) weeks leave of absence, four (4) weeks with pay and one (1) without, to return to the Vocational School to complete the course and write the examination prescribed for Part "A" or "B", whichever is applicable.

4. **BASIS OF PAY**

One (1) week's pay shall be equal to forty (40) hours at the straight time hourly rate of the employee's regular job.

5. **ADDITIONAL LEAVE**

Leaves of absence with pay will be granted to Steam Plant personnel on the basis as set forth in 1, 2, and 3 above. Any further Vocational Training required to pass each respective certificate shall be at the employee's expense and such additional leave of absence will be granted.

6. **BOOKS**

The Company will bear fifty percent (50%) of the cost of the correspondence courses and the textbooks laid down by the Vocational Training School as a requirement for those writing for Stationary Engineering Certificates.

7. **EXAMINATION AND TUITION FEES**

The Company will bear the cost of the prescribed examination and tuition fees, if any, required of candidates writing for Stationary Engineering Certificates.

8. **TRANSPORTATION ALLOWANCE**

The Company will grant transportation allowance to Steam Plant personnel attending Vocational School on the same basis that transportation allowance is being granted at the time by the Apprenticeship Branch to apprentices attending an approved Vocational School.

Transportation allowance for those attending Vocational School under this agreement will be:

- i) return bus fare from the mill location to the Vocational School or 5.5¢/kilometre driven from the mill location to the Vocational school if personal vehicle is used.
- ii) an allowance of \$60.00 to cover first night hotel expense and meals.

9. **TIMING OF LEAVE**

Leaves of absence will be granted at a time suitable to the Company, bearing in mind the Vocational School curriculum.

10. **NUMBER ON LEAVE**

Normally, it will not be possible to grant leave of absence to more than one Steam Plant employee at a time. However, if relief is available, this limit may, at the discretion of the Company, be exceeded.

11. **GOVERNMENT ALLOWANCES**

If at any time provision is made whereby transportation and/or other allowances are granted by the Government to Steam Plant personnel attending an approved Vocational School to write for Stationary Engineering certificates, the provisions set forth above will then be amended to take into account such Government allowances.

12. **LEVEL OF CERTIFICATES**

It is agreed that there shall be no liability on the part of the Company to train an employee beyond the highest hourly paid certificate required in the plant.

DATED THIS 9th day of January, 1981.

FOR: UNITED STEELWORKERS  
Local 1-424

FOR: WEST FRASER MILLS LIMITED  
(Cariboo Division)

(SIGNED) \_\_\_\_\_

(SIGNED) \_\_\_\_\_

July 2, 2003

Mr. Roland Rheault  
Manager Industrial Relations  
Weldwood of Canada Ltd.

Dear Roland:

**Re: Alternate Shift Scheduling**

Over the years, Locals 1-424 and 1-425 have worked co-operatively with West Fraser Mills Limited to implement alternative shift schedule. These shifts have, in the past, provided greater opportunities for our members and helped companies achieve better results from their northern operations and greater job security for our membership in both union locals.

Based on discussions and commitments made at the bargaining table, both local unions commit that they will continue to work co-operatively with companies to implement alternate shifts in order to continue to maintain productivity and job security for operations represented by West Fraser and our membership.

Yours truly,

Frank Everitt, President  
IWA Local 1-424

Wade Fisher, President  
IWA Local 1-425