

AGREEMENT

BETWEEN: CANADIAN FOREST PRODUCTS LTD.

JD LITTLE FOREST CENTRE

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

**AND: UNITED STEELWORKERS (USW)
LOCAL 1-2017**

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

1. **WHEREAS** it is the intent and purpose of the parties hereto that this Agreement will promote and improve industrial and economic relationships between the employees and the Company, and to set forth herein the basic Agreement between the Parties hereto, AND
2. **WHEREAS** the Company accepts responsibility to observe each and all provisions and conditions of this Agreement and to promote orderly and peaceful relations with the Employees, AND
3. **WHEREAS** the Union accepts responsibility to observe each and all provisions and conditions of this Agreement and to promote orderly and peaceful relations with the Company.

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

ARTICLE I - BARGAINING AGENCY

Section 1: Recognition

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

Section 2: Bargaining Authority

The Company agrees that the bargaining authority of the Union shall not be impaired during the term of this Collective Agreement. The Company agrees that the only certification they 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.

ARTICLE II - DEFINITION

Section 1: Employee

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

Section 2: Gender

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

ARTICLE III - MANAGEMENT

Section 1: Direction of Work

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

Section 2: Employee Selection

The Company shall have the right to select its employees and to discipline them or discharge them for proper cause. Discipline will remain on the employees' file for 24 months and will not be used after that period provided no other discipline has occurred during that time.

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. Under no circumstances shall the non-attendance of a Union official negate the discipline.

ARTICLE IV - UNION SECURITY

Section 1: Cooperation

- a) The Company will cooperate with the Union in obtaining and retaining as members, the employees as defined in this Agreement, and to this end will present to new employees and to all Supervisors and Foremen, the Policy herein expressed.
- b) The parties will continue to work together to ensure that a union plant committee member has an opportunity to meet with new hires during orientation, without disruption to operations.

Section 2: Union Shop

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

Section 3: Membership Maintenance

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

Section 4: Discharge of Non-Members

- a) Any employee who fails to maintain his membership in the Union as prescribed herein by any reason of refusal to pay dues and assessments, shall be subject to discharge after seven (7) days written notice to the Company of the said Employee's refusal to maintain his membership.
- b) It is agreed that the application of this Section means that when the employee fails to maintain his membership in good standing by refusing to pay dues and assessments, provided proper notice has been given in accordance with the Agreement, the employee will be discharged for such refusal.

Section 5: Application for Membership

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

Section 6: Check - Off

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



**UNITED STEELWORKERS
CHECK-OFF**



DATE _____ YEAR _____ NAME OF EMPLOYER _____

PLEASE PRINT

OPERATION _____

EMPLOYEE _____ BIRTHDATE (DD/MM/YYYY) _____

EMAIL _____ CELL _____ PHONE _____

MAILING ADDRESS _____ CITY _____ POSTAL CODE _____

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

In what operation were you last employed? _____ Local Union _____

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

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

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

SIGNATURE OF APPLICANT _____

EMPLOYEE NO. _____

Keep Original, Forward YELLOW copy to Local Union

Section 7: Dues Payment

This assignment, shall be effective immediately.

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

Section 8: Social Insurance Number

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

Section 9: Employer Deductions from Wages - Employee Benefit Plan

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

Section 10: Working Supervisors

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

ARTICLE V - WAGES

Section 1: Wages

	1st Pay Period Following Ratification	July 1, 2020	July 1, 2021	July 1, 2022 (+ 2.5%)
Greenhouse Worker #1	\$13.85	\$14.60	\$15.20	\$15.58
Greenhouse Worker #2	\$14.13	\$14.89	\$15.50	\$15.89
Greenhouse Worker #3	\$14.41	\$15.19	\$15.81	\$16.21
Nursery Worker #1	\$14.70	\$15.49	\$16.13	\$16.53
Nursery Worker #2	\$14.99	\$15.80	\$16.45	\$16.86
Lift Quality Control	\$15.29	\$16.12	\$16.78	\$17.20
Yard Equipment Operator	\$15.60	\$16.44	\$17.12	\$17.55
Nursery Worker #3	\$16.74	\$17.07	\$17.41	\$17.85
Forklift (including Shipping)	\$16.98	\$17.32	\$17.67	\$18.11
Seeder	\$17.17	\$17.51	\$17.86	\$18.31
Irrigation	\$18.21	\$18.57	\$18.94	\$19.41
Nursery Coordinator	\$20.81	\$21.23	\$21.65	\$22.19

Grandfathered Employees will continue to be administered in keeping with the Letter of Understanding dated May 27, 2013.

Section 2: First Aid Attendants

- a) Designated First Aid Attendants shall receive their job rate of pay plus the Ticket premium of one dollar (\$1.00) per hour. All other employees holding valid First Aid tickets shall receive a premium of five cents (5¢) per hour over and above their job rate. There shall be no stacking or pyramiding of premiums.
- b) Where the Company is paying a bonus or premium(s) greater than set out above, it shall keep such policy in effect.
- c) Employees of the Company who, by mutual agreement, train or retrain for Occupational First Aid Certificates, will be compensated in the following manner:
 - i) The Company will pay the cost of the course tuition and materials required to those employees who pass the course.
 - ii) The Company will pay lost time wages to designated First Aid Attendants.

Section 3: Shift Differential

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

Premium rate for second (2nd) and third (3rd) shifts will be forty cents (40¢) per hour. A day shift employee working in excess of this regular shift will be paid rate and one-half without differential.

Any employee on the second (2nd) or third (3rd) shift working in excess of his regular shift shall receive rate and one-half. For the purpose of the last sentence, rates shall be rates plus forty cents (40¢).

Persons employed on shifts other than regular shifts, shall be paid the forty cents (40¢) premium rate for all hours worked outside the recognized day shift.

Section 4: Other Premiums

- a) Pesticide Applicator Certificate holders shall receive their job rate of pay plus the Ticket premium of twenty five cents (25¢) per hour.
- b) Boiler Safety Awareness Certificate holders shall receive their job rate of pay plus the Ticket premium of twenty five cents (25¢) per hour.
- c) Team Leaders shall receive their job rate of pay plus the Ticket premium of fifty cents (50¢) per hour.

ARTICLE VI - PAY DAYS

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

ARTICLE VII - HOURS OF WORK AND OVERTIME

Section 1: Hours and Overtime

- a) The regular hours of work shall be eight (8) hours per day and forty (40) hours per week, Monday to Friday inclusive.

- b) Overtime will be paid at rate and one-half for all hours worked in excess of eight (8) in a day, and for Saturday and/or Sunday, with the following exceptions:

Double straight-time shall be paid for the following:

- i) Hours worked in excess of eleven (11) hours per day.
 - ii) Hours worked on Sunday by employees who have worked five (5) shifts during the preceding six (6) days.
 - iii) item ii) above shall not apply to employees who work on Sundays as a regular scheduled day.
 - iv) For the purpose of this provision, a Statutory Holiday shall be considered as a shift worked.
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- c) If a Statutory Holiday occurs during the week, the employees shall only be required to work on Saturday and/or Sunday for the time lost due to the Statutory Holiday by mutual consent. For such work the employee shall be paid rate and one-half.

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

- a) The regular hours of work shall be five (5) eight-hour days, with two (2) days of rest each week, Monday through Sunday. Such days of rest will be consecutive days unless mutually agreed to be otherwise between the Employee and the Company.

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

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

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

Section 3: Three-Shift Operations

- a) The Company shall have the right to operate their plant or any part thereof on a three (3) shift basis and all employees working under this arrangement shall receive eight (8) hours pay upon completion of the full hours established as their regular shift. Details of shifts shall be varied at the Company's option.
- b) It is agreed that Clause (a) above shall only apply to those employees actually working on a three (3) shift basis.
- c) The Company shall have the right to determine the number of shifts operated in any unit or department of the operation.

Section 4: Completion of Afternoon Shift

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

Section 5: No Work Guarantee

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

Section 6: Notice of Cancellation of Work

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

Section 7: Minimum Pay

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

Section 8: Call-Back Time

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

Section 9: Rest Periods

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

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

Section 10: Casual Work

- a) The term "Casual Work" as used in this Agreement shall apply only to work performed on Saturday and/or Sunday by either laid-off regular employees or other persons hereinafter referred to as "Casual Employees".
- b) Casual employees on maintenance, repair or preparatory work shall be paid straight-time rates, and those on production shall be paid rate and one-half for all work performed on Saturday and Sunday.
- c) Casual work on maintenance, repair or preparatory work will be paid at straight-time job rate.
- d) Regular laid-off employees shall not be classified as Casual Employees, and shall have preference for available work over the said Casual Employees.
- e) The Company agrees to keep a separate seniority list of Casual Employees who have worked at least ten (10) working days exclusively for recall purposes and subject to Clause (d). The Company further agrees to recall Casual Employees in accordance with their seniority as set forth in this list.

Section 11: Advance Notice of Absence

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

Section 12: Hot Meals

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

Section 13: Swing Shift

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

Section 14: Alternate Shift Scheduling

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

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

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

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

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

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

- i) All hours worked in excess of eleven (11) in any day of the week except for twelve (12) hour shifts. For twelve (12) hour shifts, all hours in excess of the regular shift.
- ii) All hours worked on a Sunday when Sunday is also an employee's scheduled rest day, if the employee has worked forty (40) straight-time hours in the preceding six (6) days, unless a change in rest day has been agreed to between the employee and the Company.
- iii) For those employees that work the alternate weekend shift, the second overtime shift worked in a given week outside the shift schedule will be paid double-time for hours worked.

C. The parties must mutually agree on resolution of issues such as:

- i) Details of shift, i.e. start and stop times. This is not intended to restrict the Company's ability to modify the details of shifts for legitimate operational reasons
- ii) Maximum length of shifts for physically demanding work. Accident prevention is a factor to be taken into account in determining shift lengths.

General Principles

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

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

9. The Company will not change an employee's work schedule to avoid a statutory holiday.

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 work day, 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 schedule 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 work day, 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) hours statutory holiday pay at their regular job rate.

10. For ten (10) hour shifts, rest periods will be one (1) ten (10) minute break and one (15) minute break plus a one-half (1/2) hour unpaid meal break.
11. For twelve (12) hour shifts, rest periods will be three (3) ten (10) minute breaks plus a one-half (1/2) hour paid meal break.
12. 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 Article IIX - Seniority, Section 1: Probationary Period will be changed to four hundred and eighty (480) working hours.
16. All other provisions of the 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 normal hours of work shall be implemented only upon completion of the following steps:
 - i) Negotiated agreement between the Local Union and Local Management.
 - ii) At any point in the negotiation of an Alternate Shift Agreement either Party may request the assistance of Canadian Forest Products Ltd. and/or the USW District 3 Office in the negotiation of an Alternate Shift Agreement.
 - iii) At any point in the negotiation of an Alternate Shift Agreement either Party may request the assistance of a mediator in the negotiation of an Alternate Shift Agreement. The individual selected to act as mediator will be by agreement.
 - iv) Majority approval by the employees involved in the proposed variations.

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

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

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

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

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

C. Supplement No. 3 - Alternate Shift Scheduling, contains the agreed upon general principles and parameters for the establishment, implementation or discontinuance of other alternate shift schedules.

ARTICLE VIII - SENIORITY

Section 1: Probationary Period

a) Notwithstanding anything to the contrary contained in this Agreement, it shall be mutually agreed that all employees are hired on probation, the probationary period to continue until sixty (60) days have been worked, during which time they are to be considered temporary workers only, and during this same period no seniority rights shall be recognized.

- b) 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.
- c) It is agreed that probationary employees will have preference over Casual employees for any work performed during the normal work week, subject to competency.
- d) It is further agreed that in the application of (c) above, probationary employees will be called in for work in accordance with the hiring date, unless such call-ins is beyond the control of the employer, and is subject to the employee being competent to perform the work. This obligation does not apply where the employee cannot be readily contacted or where the employee has already worked one shift in the twenty-four (24) hour period.

Section 2: Principle of Seniority

- a) The Company recognizes the principle of seniority, competency considered.
- b) The Company and the Union will meet to discuss a procedure for posting of vacancies of jobs above base rate.
- c) Where the Company operates more than one plant, each plant will be considered separately for seniority purposes, except where the Union and the Company agree upon some different arrangement.
- d) When making promotions, the Company agrees to give due consideration to length of service.
- e) Without restricting the employer's rights under any other provision of the Collective Agreement, or under any local agreement, when the employer requires a permanent utility/relief operator position it will be posted in accordance with local job posting supplements.

Section 3: Reduction of Forces

- a) In the event of a reduction of forces the last person hired shall be the first released, subject to the provisions of Section (2) of this Article.
- b) During a reduction of forces where an employee's seniority is such that he will not be able to keep his regular job he may elect whether or not to apply his seniority to obtain another job or accept a lay-off until his regular job becomes available, provided however:

- i) If during the lay-off period the employee wishes to return to work and notifies the Company, he shall be called back to work as soon as his seniority entitles him to a job.
 - ii) The application of this provision shall not result in an employee, in the exercise of his rights, bumping an employee with less seniority.
- c) Where a reduction of forces is caused by emergency conditions, the application of seniority may be postponed for such period as may be necessary, but not exceeding five (5) working days. If the Company decides to exercise its rights under this provision it shall notify the Shop Committee as soon as possible.

Section 4: Recall of Employees

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

Section 5: Notice of Recall

- a) When re-employing, in accordance with Section 4, after seasonal shut-down, all employees shall be notified by registered letter at least seven (7) days before re-starting of operation. The employees must reply by registered letter in the affirmative within ninety-six (96) hours of the registered letter being sent out by the Company, and appear for work not later than the above stated seven (7) day period.
- b) Employees resident in the Province of Alberta or the Yukon Territories shall be entitled to one (1) additional day to report and employees resident in any other Canadian Province or the United States shall be entitled to two (2) additional days to report.
- c) It shall be the employee's responsibility to keep the Company informed of his address during the period of shut-down.
- d) It is agreed that all employees shall, upon returning to employment, in accordance with this Section retain all Seniority rights.

Section 6: Seniority List

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

Section 7: Hiring Preference

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

1. 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 a 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 divisions 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. USW members of Local 1-2017 laid off from other Forest Industry companies who are seeking employment as a result of operational closures or crew reduction in excess of ninety (90) days;
6. Persons who qualify for preference, and wish to exercise their rights to preference, must make application within six (6) months of the operational closure or the ninety (90) day lay-off period.

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

Section 8: Seniority Retention

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

- a) Employees with less than one (1) year of service will retain their seniority for a period of eight (8) months.
- b) Employees with one (1) or more years of service shall retain their seniority for one (1) year, plus one (1) additional month for each year of service, up to an additional twelve (12) months.
- c) A laid-off employee's seniority retention is reinstated on the completion of one day's work.
- d) Seniority Retention Maximum is twenty-four (24) months.

Further to the above outlined seniority retention duration, the following is understood between the parties:

- A. Employees will maintain their seniority only if they return to work as their seniority permits when recalled from lay-off for the key production periods.
- B. Employees who are called to return to work for the key production periods and refuse for reasons other than illness or injury will not retain seniority rights.
- C. For other work that may arise during the year that is not in a key production period:
 - a) The principle of Senior may, Junior must will be used.
 - b) Employees will be called in order of seniority.
 - c) Employees may decline the work without losing their position on the seniority list so long as more junior workers are available to complete the work.
 - d) If a junior employee refuses the work and there are no other employees below that person on the seniority list that worker will be removed from the seniority list.

The aforementioned "key production periods" includes the combined period for Sowing, Thinning and Shipping, which runs from approximately mid-March to mid-June, and includes the period for the Lift, which runs from approximately mid-October to early-December.

Section 9: Transfers to Staff

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

ARTICLE IX - LEAVE OF ABSENCE

Section 1: Written Consent

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

Section 2: Illness or Injury

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

Section 3: Union Business

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

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

Section 4: Compassionate, and other Leaves

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

- a) That the employee applies at least one (1) month in advance, unless the grounds for such application could not reasonably be foreseen.
- b) The employee shall disclose the grounds for application.
- c) The Company shall grant such leave where a bona fide reason is advanced by the applicant or may postpone leave where a suitable replacement is not available.
- d) The Company will consult with the Shop Committee in respect of any application for leave under this section.
- e) The Company will only be obliged to grant leave of absence for educational and training purposes to employees who intend to take training that will assist the individual in obtaining skills related to the industry.
- f) Employees granted leave of absence pursuant to this section shall be required to pay the appropriate premiums for health and welfare, dental, and medical coverage.

Section 5: Maternity Leave

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

Section 6: Family Responsibility and Compassionate Care Leave

Family Leave

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

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

Compassionate Care Leave

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

- (i) the family member dies;
 - (ii) the expiration of 26 weeks or other prescribed period from the date the leave began.
- (f) A leave taken under this subsection must be taken in units of one or more weeks.
- (g) If an employee takes a leave under this section and the family member to whom the subsection applies does not die within the period referred to in that subsection, the employee may take a further leave after obtaining a new certificate in accordance with this subsection.

Section 7: Pregnancy and Parental Leave

- (a) Female employees shall be entitled to unpaid pregnancy leave of up to seventeen (17) weeks.
- (b) A female employee is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under section 7(a).
- (c) On the advice of her doctor, if a pregnant employee requests a transfer due to workplace conditions, she will be provided alternate work, if available.
- (d) Employees shall be entitled to unpaid parental leave of up to thirty-seven (37) weeks.
- (e) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to an additional 5 consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under section 7(d).
- (f) An employee's combined entitlement to leave under section 7(a) and section 7(d) is limited to 52 weeks, plus any additional leave the employee is entitled to under section 7(b) or section 7(e).

Section 8: Bereavement Leave

- (a) When death occurs to a member of a regular full-time employee's immediate family, the employee will be granted an appropriate leave of absence for which he shall be compensated at his regular straight time hourly rate of pay for hours lost from his regular work schedule for a maximum of three (3) days.
- (b) Piece workers are entitled to bereavement leave shall be compensated on the basis of the average daily earnings during the previous thirty (30) days.

- (c) Members of the employee's immediate family are defined as the employee's spouse, mother, father, brothers, sisters, sons, daughters, mother-in-law, father-in-law, sons-in-law, daughters-in-law, step-parents, grandparents, grandparents-in-law, grandchildren, and step-children.
- (d) Compensable hours under the terms of this Section will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.

Section 9: Jury Duty

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

Section 10: Public Office

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

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

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

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

Reasonable documentation may be required to take domestic violence leave.

ARTICLE X - VACATIONS WITH PAY

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

Section 1: Entitlement

Service	Vacation Entitlement	Vacation pay % of gross
Initial Year	-----	4%
1-4 Years	2 weeks	5%
4-11 Years	3 weeks	6%
11 + Years	4 weeks	8%

Accrued vacation pay is paid out at the point of layoff of any employee, and any residual vacation pay accrual is paid out the last pay period in April annually.

Section 2: Scheduling of Vacation Time

Given the seasonal/cyclical nature of the nursery operations it is agreed that employees will apply to schedule vacation time off outside of key production periods. Key production periods include the combined period for Sowing, Thinning and Shipping, which runs from approximately mid-March to mid-June, and includes the period for the Lift, which runs from approximately mid-October to early-December.

ARTICLE XI - STATUTORY AND PERSONAL FLOATING HOLIDAYS

Section 1: Statutory Holidays

- a) All hourly-rated employees who work on New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day shall be paid hourly rate and one-half for all hours worked.
- b) In the event one of the Statutory Holidays falls on a Sunday, the previous Friday or the following Monday shall be observed as the Holiday. In the event that one of the within named Statutory Holidays falls on a Saturday it shall be observed on the preceding Friday or succeeding Monday as agreed between the Company and the Shop Committee.
- c) In the event of a Statutory Holiday falling on a Tuesday, Wednesday, or Thursday, and where the Company and Shop Committee mutually agree, the said holiday may be observed the preceding Monday or following Friday respectively.
- d) "Notwithstanding (c) above, in logging a statutory holiday may be observed on another mutually agreed upon day in a week other than the week in which it occurs."
- e) At the option of the Company, but whenever possible by mutual agreement with the Shop Committee, either Good Friday or Easter Monday shall become the designated Easter Holiday, and the Company shall notify its employees of the designation at least one (1) week prior to the said holiday.
- f) When a Statutory Holiday falls on a Friday, employees working on a Tuesday through Saturday work week, by mutual agreement between the Company and the Plant Committee may work on the Friday Statutory Holiday at the straight-time job rate and substitute Saturday as the Statutory Holiday.
- g) In the case of a maintenance employee where one of the statutory holidays is observed on his rest day, he shall have a day off without pay in lieu thereof at a mutually agreeable time.

- h) All hourly rated employees who qualify for the paid holiday under the conditions set out below shall be paid for the holiday at their regular rate of pay for their regular work schedule. The parties hereto agree that the paid Statutory Holidays shall be as follows:

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

- i) All hourly-rated employees working on a paid holiday shall receive rate and one-half for hours worked on such day in addition to the holiday pay to which he may be entitled.
- j) To qualify for statutory holidays, an employee must have been on the Company payroll for the thirty (30) calendar days immediately preceding the statutory holiday and must have worked his last regularly scheduled work day before and first regularly scheduled work day after the holiday, unless his absence is due to a compensable injury or illness, which occurred within six (6) months of the holiday, or the employee is on authorized leave of absence in accordance with Section 2 or 3 of Article IX.
- k) In the case of illness of injury, the Company shall have the right to request a certificate from a qualified medical practitioner.
- l) Notwithstanding any of the foregoing provisions, the employee must have worked one (1) day before and one (1) day after the holiday, both of which must fall within a period of ninety (90) calendar days.

Section 2: Personal Floating Holiday

This section becomes effective September 1, 1978. This Personal Floating Holiday is in lieu of the proposed Heritage Day, but this section shall come into operation on its effective date even if Heritage Day has or has not been proclaimed.

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

b) Qualifying Conditions

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

- i) A new employee must have been on the payroll for not less than ninety (90) consecutive calendar days to qualify for the Personal Floating Holiday.
- ii) An employee will not qualify for the Personal Floating Holiday if on leave of absence for more than nine (9) months in the contract year, except in the case of sickness or injury.
- iii) Where any employee has been on the payroll for not less than ninety (90) consecutive calendar days and terminates his employment for whatever reasons and has not taken his personal floating holiday then he shall receive payment for the personal floating holiday. This shall not be construed as an extension of the period of employment
- iv) An employee shall apply on an approved form, at least seven (7) days in advance, for his Personal Floating Holiday. The employee shall receive notice of the disposition of his request a minimum of seventy-two (72) hours prior to the requested Personal Floating Holiday.
- v) If any employee is required to work on his Personal Floating Holiday after a definite date has been designated for such holiday, the employee shall be paid overtime for such work at the rate of time and one-half. The employee will then be entitled to take the holiday with pay at a later date to be mutually agreed upon.
- vi) A Personal Floating Holiday not taken or scheduled by April 30th of each contract year will be scheduled by the management.
- vii) A Personal Floating Holiday shall not be scheduled on an employee's regular rest day.
- viii) Where an employee chooses Saturday or Sunday as a Personal Floating Holiday, straight-time rates will apply.
- ix) Notwithstanding any of the foregoing provisions an employee must have worked his last regularly scheduled workday before and his first regularly scheduled workday after the personal floating holiday unless his absence is due to illness or an occupational injury, or the employee is on authorized leave of absence.

ARTICLE XII - SAFETY AND HEALTH

Section 1: Cooperation

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

Section 2: Accident Prevention Committee

The management of every operation shall maintain an Accident Prevention Committee of four (4) to six (6) members according to the size of the operation. Members of the Committee shall be designated to equal number by the Employees and the Employer. Employee representatives shall be regular employees in the operation with at least one (1) year of experience.

Section 3: Safety Meetings

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

Section 4 - Right to Refuse Unsafe Work

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

Appendix No. 1 contains complete Right to Refuse Unsafe Work process.

Appendix No. 1 also contains language for Occupational Health & Safety Programs.

ARTICLE XIII - GRIEVANCE PROCEDURE

Section 1: Grievance Committee

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

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

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

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

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

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

Section 2: Time Limits

- a) If a grievance procedure has not advanced to the next stage under Step 2, 3 or 4 within fourteen (14) days after completion of the preceding stage, then the grievance shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end. The fourteen (14) day limit may be extended by mutual consent of both parties.
- b) The parties agree that the operation of Section 87, Subsection 1, of the Labour Relations Code of British Columbia is specifically excluded from this Agreement.

Section 3: Ongoing Problem Resolution

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

ARTICLE XIV - RIGHT OF REFERENCE

Section 1: Right to Refer

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

Section 2: Joint Committee

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

Section 3: Agreement on Interpretation

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

Section 4: Disagreement on Interpretation

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

Section 5: Refer to Arbitration

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

ARTICLE XV - INTERPRETATION AND ARBITRATION

Section 1: Interpretation

- a) In the case of any dispute arising regarding the interpretation of this Agreement, which the Parties hereto are unable to settle between themselves, the matter shall be determined by interpretation in the following manner:
- b) Either Party may notify the other Party in writing by Registered Mail on the question or questions to be interpreted. After receiving such notice and statement, each of the Parties will then refer the matter to the interpreter selected by the Parties.
- c) The Parties agree to meet and select an interpreter. Failing a mutual agreement the parties will request the Minister of Labour to appoint an interpreter.
- d) The decision of the Interpreter shall be final and binding upon the Parties of the First and Second Parts.

Section 2: Arbitration

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

Section 3: Shared Expenses

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

Section 4: Place of Hearing

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

Section 5: Expedited Arbitration

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

- a) The parties agree to appoint an Arbitrator as per Article XV, Section 2.
- b) The Arbitrator must meet and hear the evidence of both Parties within fifteen (15) days after the assignment. If an Arbitrator is unable to commit himself to do so, the grievance shall immediately be assigned to another Arbitrator.
- c) The availability of Counsel for either Party shall not be reason to delay an arbitration under this Section.
- d) After the Arbitrator has met and heard the evidence of both sides, he shall render a decision within fifteen (15) days after conclusion of the hearings, said decision to be final and binding upon all Parties to this Agreement.
- e) Where the Arbitrator finds that an employee has been unjustly suspended or discharged, such employee shall be reinstated with all his rights and privileges preserved under the terms of this Agreement. The Arbitrators shall further make the determination on the amount of lost pay to be paid to the employee.

ARTICLE XVI - GENERAL PROVISIONS

Section 1: Notification of Shop Committee

- a) The Union will, within sixty (60) days from the date of this Agreement, notify the Company in writing of the members of the Shop Committee. The Union or Shop Committee will inform the Company in writing when any member change takes place on the said Committee. No member of the Shop Committee will be recognized by the Company, unless the above procedure is carried out.
- b) For the purposes of this Agreement, when the word "Committee" is used it shall mean Shop, Camp, Mill or Plant Committee, members of which are appointed by the Union.
- c) Official Union representatives shall obtain access to the Company's operations for the purpose of this Agreement by written permission which will be granted by the Company on request and subject to such terms and conditions as may be laid down by the Company.

Section 2: No Strike Pending Grievance and Arbitration Procedure

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

Section 3: No Lockout Pending Grievance and Arbitration Procedure

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

Section 4: Chargehands

The Parties agree to the following definition of a Chargehand:

- a) A Chargehand is responsible to pass on instruction to a group of employees.
- b) A Chargehand does not have the authority to hire, discharge or discipline employees.

- c) A Chargehand may be capable of performing all jobs in his work area.
- d) A Chargehand must hold a permanent job but will not necessarily fill it while performing chargehand duties.
- e) The Company shall post a notice of their requirement for a Chargehand in order for interested employees to signify their interest in applying for the job.
- f) Chargehand premiums in addition to the group job rate is seventy-five (75¢) per hour

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.

Section 5: Permanent Plant Closure - Severance Pay

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

Employees who transfer to another division of the Company because of permanent closure of a manufacturing plant shall be entitled to severance pay equal to seven (7) days' pay for each year of continuous service with the Company.

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

Section 6: Construction Contracting

- a) It is agreed that Plant Tradesmen who are assigned by the Company to carry out work directly related to “new” construction with tradesmen employed by an outside contractor, plant tradesmen will be paid the “outside” contractor(s) rate(s).
- b) For the purpose of this Agreement “new” construction will be defined as meaning:
 - i) The construction of major new buildings and major additions to existing buildings.
 - ii) The addition of new or used major production machinery and related equipment not previously in existence.
- c)
 - i) “Tradesmen” shall mean journeymen and apprentices in the following trades:

Machinist	Millwright
Steamfitter/Pipefitter	Welder
Electrician	Carpenter
 - ii) “Contractor’s Rate” shall only mean the hourly wages paid by that contractor and not any other payment or working condition.

Section 7: Contracting

- 1) The Company agrees that the introduction of a Contractor or Sub-Contractor into an operation will not result in the loss of full time positions held by regular employees in the operation, except when justified by special circumstances.
- 2) Any dispute arising with respect to the interpretation, application, operation or alleged violation of Clause 1) herein, which the Parties hereto are unable to settle between themselves, may be referred by either of the Parties to an Umpire, and shall be determined by arbitration on an expedited basis. All decisions will be final and binding upon the Parties.
- 3) The Umpire will be assisted by a nominee from each Party.
- 4) If the Parties are unable to agree upon the selection of the Umpire, the Parties will request the Minister of Labour to appoint the Umpire.

Section 8: Education and Humanity Funds

a) Education Fund:

The Company will contribute to the Fund and will continue such contributions throughout the period of the Collective Agreement.

Effective Dec. 20, 2013 the Company will contribute to the Fund six cents (6¢) per hour worked per employee.

Effective July 1, 2014 the Company will increase the contribution by \$0.01 per hour for a total of seven cents (7¢) per hour worked per employee.

Effective July 01, 2015 the Company will increase the contribution by \$0.01 per hour for a total of eight cents (8¢) per hour worked per employee.

Effective March 1, 2023 the Company will increase the contribution by \$0.01 per hour for a total of \$0.09 per hour worked per employee.

b) Humanity Fund:

The Company agrees to deduct on a bi-weekly basis \$0.01 cent per hour on the wages of all employees in the bargaining unit for all hours worked effective January 1, 2014.

ARTICLE XVII - EMPLOYMENT BENEFIT COVERAGE

Effective the first of the month following the date of commencement of work in an employee's second full season, the following employment benefit coverage will be applicable:

EXTENDED HEALTH CARE:

- Extended Health care plan design and parameters of coverage will be as applicable under the regional Canfor sawmill EHC plan.
- Coverage will be reinstated when an employee returns to regular full time employment and will be covered for the month in which they return to work.
- Should a layoff occur prior to the 15th day of the month, coverage will cease at the end of the month in which the lay-off occurs. Should a layoff occur on or after the 15th day of the month, coverage will cease at the end of the subsequent month in which the lay-off occurs.
- In the event a laid off employee is called in to work for 10 days in a given calendar month, then they will be covered for that calendar month.
- Total premium cost of providing coverage shall be borne by the Company.

DENTAL CARE:

- Dental plan design and parameters of coverage will be as applicable under the regional Canfor sawmill Dental plan.
- Coverage will be reinstated when an employee returns to regular full time employment and will be covered for the month in which they return to work.
- Should a layoff occur prior to the 15th day of the month, coverage will cease at the end of the month in which the lay-off occurs. Should a layoff occur on or after the 15th day of the month, coverage will cease at the end of the subsequent month in which the lay-off occurs.
- In the event a laid off employee is called in to work for 10 days in a given calendar month, then they will be covered for that calendar month.
- Total premium cost of providing coverage shall be borne by the Company.

The parties agree to maintain the benefit coverage arrangements as they have been applied traditionally to the employees referred to as the “Grandfathered Regular Employees”, as specifically listed by Letter of Understanding signed the 27th of May, 2013.

ARTICLE XVIII - PENSION PLAN

Section 1: Funding

The parties agree that the established Pension Plan will be funded by

- i) Employer contributions of two dollars and sixty seven and one half (\$2.67½) per employee per hour worked and,
Employee contributions to one dollar and sixty-two and one half (\$1.62½) per hour worked.
- ii) Effective July 1, 2014,
Employer contributions of three dollars and sixty seven and one half (\$3.67½) per employee per hour worked and,
Employee contributions of two dollars and twenty-two and one half (\$2.22½) per hour worked.

Effective the first of the month following the date of the notice of ratification of the 2018-2023 Collective Agreement the Parties will cease to contribute and participate in the IWA Forest Industry Pension Plan. The only exception will be the Grandfathered Regular Employees covered by the Letter of Understanding dated May 27, 2013.

Effective the first of the month following the date of the notice of ratification of the 2018-2023 Collective Agreement, the Company will contribute 5% of employee gross earnings to an RSP account. Employees will have the option to opt out and have the 5% contribution as compensation.

ARTICLE XIX - JOB TRAINING

Section 1: Job Training Program

Job Training Programs will be in accordance with Supplement No. 2, which is attached hereto and forms part of this Agreement.

ARTICLE XX - TECHNOLOGICAL CHANGE

Section 1: Advance Notification

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

Section 2: Rate Adjustment

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

Section 3: Severance Pay

- a) Employees discharged, laid-off or displaced from their regular jobs because of mechanization, technological change, automation or permanent partial plant closure shall be entitled to severance pay of seven (7) days' pay for each year of service with the Company. The amount calculated under such entitlement shall not exceed a maximum of thirty (30) weeks' pay. This Section shall not apply to employees covered by Section 2 (b) above.

ARTICLE XXI - PERMANENT PARTIAL PLANT CLOSURE

Section 1: Advance Notification

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

Section 2: Severance Pay

- a) Employees discharged, laid-off or displaced from their regular jobs because of mechanization, technological change, automation or permanent partial plant closure shall be entitled to severance pay of seven (7) days' pay for each year of service with the Company. The amount calculated under such entitlement shall not exceed a maximum of thirty (30) weeks' pay. This Section shall not apply to employees covered by Section 2 (b) above.
- b) Employees discharged, laid off or displaced from their regular jobs because of permanent partial plant closure shall be entitled to severance pay of seven (7) days' pay for each year of service with the Company. The amount calculated under such entitlement shall not exceed a maximum of thirty (30) weeks' pay. As a result of the application of this provision, in an affected employee chooses not to select their severance option, and instead chooses to exercise his bumping rights, the severance option will be extended to the most junior person, who has no bumping rights and is therefore laid off.

ARTICLE XXII - SAFETY EQUIPMENT

Section 1: Supply and Replace

- a) Where the following articles of equipment are required to be used by the Company or the Workers' Compensation Board, the Company shall, at no cost to the employees:
 - i) Supply new employees with articles of equipment required,
 - ii) Replace articles of equipment when these articles are presented worn or damaged beyond repair. That is to say:

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

iii) Notwithstanding the foregoing, all articles of equipment to be replaced only when they are presented worn or damaged beyond repair; otherwise the replacement will be at the expense of the employees.

b) Where the Company has been supplying safety equipment and clothing at no cost to the employee, on the effective date of this Agreement, it will continue to do so at no cost to the employee.

ARTICLE XXIII - EMPLOYEE ASSISTANCE PROGRAM

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

- 1) The committee will maintain a set of program responsibilities and procedures that fully respect the principle of confidentiality.
- 2) The committee will ensure the selection of an appropriate number of confidential referral contacts within the operations.
- 3) The referred contacts will direct troubled employees to a mutually agreed upon resource center which will provide assessment, referral, and follow up for said employees.
- 4) The Committee will ensure that the services of the E.A.P. are available to the members of an employee's immediate family.
- 5) When an employee elects referral through the E.A.P., the Company will continue to maintain all employee benefits in effect at the time of the referral.
- 6) Nothing in this Policy statement is to be interpreted as constituting a waiver of Management's right to take disciplinary actions, nor the Union's right to the grievance process and procedures as provided for in the Collective Agreement.

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

ARTICLE XXIV - FOREST INDUSTRY SAFETY & HEALTH RESEARCH PROGRAM

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

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

ARTICLE XXV - DURATION OF AGREEMENT


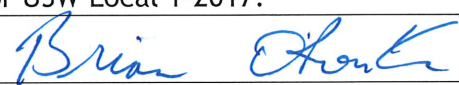

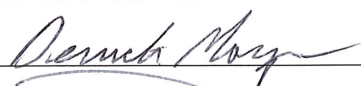

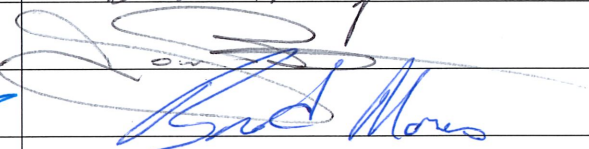


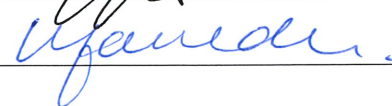
Section 1: Effective Date/Expiration

The Parties hereto mutually agree that this Agreement shall be effective from and after the first (1st) day of July 2018, to midnight of the 30th day of June 2023, and thereafter, from year to year unless four (4) months written notice of contrary intention is given by the Parties. The notice required thereunder shall be validly and sufficiently served at the head office of the Party of the First Part or at the Local Office of the Local Officers of the Union, Party of the Second Part, at least four (4) months prior to the expiry of any yearly period. If no agreement is reached at the expiration of this contract and negotiations are continued, the Agreement shall remain in force up to the time that a subsequent Agreement is reached, or until negotiations are discontinued by either Party.

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

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

DATED THIS 30th DAY OF JULY, 2019.

For Canfor, JD Little Forest Centre:	For USW Local 1-2017:
	
	
	
	
	
	

APPENDIX No. 1

HEALTH AND SAFETY

Section 1: Common Concern and Responsibility

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

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

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

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

The parties agree that safety is paramount and for purposes of ensuring safety only and without restricting the Company's rights under the Collective Agreement to assign any work (production or trades work) to tradespersons it is agreed that when performing trades work, tradespersons will only perform work within the scope of their trades training or upgrade training. This provision does not in any way limit or restrict a trades person from performing work in his own trade.

Section 2: Joint Occupational Health & Safety Committee

- (a) The JOHSC shall be comprised of worker representatives and employer representatives who have knowledge of the area they represent. At least half shall be worker representatives, who shall be selected by the Union. There shall be two (2) Co-Chairs, one (1) a Union representative and the other a Company representative, or alternating chairs on an annual basis as determined by the JOHSC.
- (b) Canfor and the United Steelworkers agree to fully support the JOHSC. Canfor will provide appropriate resources to conduct meetings, inspections and investigations, and will provide access to all reports, plans and records pertinent to the work of the JOHSC.

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

Section 3: Site Occupational Health and Safety Program

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

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

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

Section 4: Inspections

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

Section 5: Communication

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

Section 6: Serious Incidents

- (a) A Union member of the JOHSC, shall be notified promptly in order that they may be accompanied to the site of a serious incident or near miss required to be reported to WorkSafe BC.
- (b) The incident scene shall not be disturbed, except for the purpose of saving life or relieving human suffering, until the Incident Investigation Team have had the opportunity to inspect and investigate the site, and WorkSafe BC officer authorizes such disturbance.
- (c) In such cases a representative of the Union shall have access for investigations which shall be arranged expeditiously if requested, and Company officials shall accompany the Union official.

Section 7: Fatalities

- (a) In addition to Section 6 if a workplace fatality occurs, the Company shall notify the Local Union in order that their representative may attend an inspection of the accident site and, at the same time, be provided with all available pertinent information concerning the fatality. Employees of the company so designated shall not lose regular pay for participation in this process.
- (b) Any one or all employees working on the site, when a fatal accident has occurred, may without discrimination or loss of pay, refrain from working the balance of the shift.

Section 8: Right to Refuse Unsafe Work

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

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

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

Section 9: Injury at Work

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

Section 10: WHMIS

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

Section 11: General

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

SUPPLEMENT NO. 1 - ADJUSTMENTS AND INTERPRETATIONS

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

Section 1: Call-Time

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

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

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

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

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

- b) Work cancellation notice

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

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

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

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

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

It is agreed that the foregoing understanding shall be of the same force and effect as if it had been written into the actual contract and this Section of the Agreement shall form Supplement No. 1 and be part of the Contract.

SUPPLEMENT NO. 2 - JOB TRAINING PROGRAMS

A. Application

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

B. Posting

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

C. Selection and Training

1. Selection of trainees to be on the basis of seniority, as provided for in Article VIII of the Collective Agreement.
2. The Company should select a qualified person to provide the training with due regard to ability to communicate effectively.
3. The Company to notify the Plant Committee in writing when a trainee is judged to be qualified, or if he is removed from the training program because of incompetence.

D. Rates of Pay

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

E. Seniority

1. Seniority to follow the general principles of Article VIII of the Collective Agreement, with special provisions where necessary to deal with special problems of the operation.

2. If, during the training period, the trainee wishes to discontinue training, or fails to qualify, he should return to the job previously held by him.

F. **Revision and Termination**

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

SUPPLEMENT NO. 3 - ALTERNATE SHIFT SCHEDULING

A. FLEXIBILITY OF HOURS OF WORK

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

Balancing of production

Maintenance

Market requirements

Even flow production

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

B. SHIFT SCHEDULING

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

1. Logging

- i) Compressed schedules consisting of 10 hours per day, 4 days per week. Continuous schedules such as 4 days on 4 days off, or 7 days on 7 days off.
- ii) Non-continuous schedules such as 10 days on 4 days off, or 15 days on 6 days off, or 20 days on 8 days off, to consist normally of 8 hours per shift.

2. Manufacturing

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

3. Maintenance

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

C. IMPLEMENTATION

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

1. The Company and the Local Union will meet to discuss proposed shift schedules within the terms of Article VII, Section 15. Prior to the implementation of such schedules, the Parties must mutually agree on the resolution of issues such as:
 - a) Details of shift
 - b) Details of Statutory Holidays, Floating Holidays, Bereavement Leave and Jury Duty.
 - c) Maximum lengths of shifts for physically demanding work. Accident prevention is a factor to be taken into account in determining shift lengths.
 - d) The loss of hours/employment as a direct result of the implementation of alternate shift schedules.
 - e) The use of employees for supplementary production work.
2. The Plant Committee and the crew will be actively consulted by the Parties during this process.

D. GENERAL PRINCIPLES

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

1. The Company agrees that alternate shift schedules will not be introduced where the intention is to increase the use of casual employees in place of regular employees.
2. Different parts of an operation may be scheduled on different shifts.
3. The principle of a forty (40) hour week is to be maintained over an averaging period.
4. This Article shall not change existing alternate shift agreements, unless agreed to by both Parties.
5. Earned vacations will be scheduled on the same basis as days and hours worked under the alternate shift schedule.

6. Other Articles of the Collective Agreement, which provide benefits after eight (8) hours, are extended by the amount the regular hours of work have been increased beyond the eight (8) hours per day.
7. An employee's rest days may vary from week to week under an alternate shift schedule. Employees shall not be paid premium pay for changes in their rest days in these circumstances.
8. An employee whose rest days are changed by the Company under an established alternate shift schedule, shall receive rate and one-half for work performed on his rest days unless a change in rest day results from the application of seniority or has been agreed to between the employee and the Company.
9. There shall be no premiums pay paid to any employee whose rest days are changed because of the implementation or discontinuance of an alternate shift schedule.

SUPPLEMENT NO. 4 - SUPERVISOR TRAINEES

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

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

SUPPLEMENT NO. 5 - UNION SECURITY

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

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