

COLLECTIVE AGREEMENT

Between

Carrier Lumber Ltd.

and

United Steelworkers, Local 1-2017

July 1, 2018 to June 30, 2023

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AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 2018 to June 30, 2023.

BETWEEN: CARRIER LUMBER LTD.
(hereinafter known as the 'Company')
OF THE FIRST PART

AND: UNITED STEELWORKERS, LOCAL 1-2017, C.L.C.
(hereinafter known as the 'Union' or 'USW')
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:

TERMS OF AGREEMENT

The Parties agree to enter into a Collective Agreement in the terms of the Collective Agreement described as the 2013-2018 Collective Agreement, save for the amendments herein set out, and the 2018-2023 Collective Agreement to become effective from and after the 1st day of July, 2018 to midnight the 30th day of June, 2023.

ARTICLE I - BARGAINING AGENCY

Section 1:

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

Section 2:

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

ARTICLE II - DEFINITION

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

ARTICLE III - MANAGEMENT

Section 1:

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

Section 2:

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

ARTICLE IV - UNION SECURITY

Section 1:

The Company will co-operate with the Union in obtaining and retaining as members, the Employees as defined in this Agreement, and to this end will present to new Employees and to all Supervisors

and Foremen, the Policy herein expressed.

Section 2:

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

Section 3:

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

Section 4:



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

Section 5:

- a) No Employee shall be subject to any penalties against his/her application for membership or reinstatement, except as may be provided for in the USW Constitution and in accordance with the By-laws of Local 1-2017, which the Local Union certified as being correct.
- b) Any Employee who applies to join the Union pursuant to the provisions herein and whose application is rejected by the Union, shall not be subject to discharge from employment.

Section 6:

The Company shall require all new Employees, at the time of hiring to execute the following assignment of wages in duplicate, the forms to be supplied by the Union. All check-off forms 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:	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.	
1. Union Initiation Fees in the amount of \$ _____	SIGNATURE OF APPLICANT _____	
2. Union Back Dues in the amount of \$ _____	EMPLOYEE NO. _____	
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.		
Keep Original, Forward YELLOW copy to Local Union		

Section 7:

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

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

Section 8:

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

Section 9: New Hire Orientation

The Company will provide a Plant Committee member and/or a Business Agent the opportunity to meet with new hires, without disruption to operations, and outside the working hours of the Plant Committee member.

ARTICLE V - WAGES

Section 1:

- a) Following formal written notice of ratification of the 2018-2023 Collective Agreement from the Union a lump sum payment of five hundred dollars (\$500) will be processed for all active regular Employees.
- b) Effective July 1, 2018, the wages of all hourly rated Employees will be increased by two percent (2%).
- c) Effective July 1, 2019, the wages of all hourly rated Employees will be increased by two percent (2%).
- d) Effective July 1, 2020, the wages of all hourly rated Employees will be increased by two percent (2%). In addition, a lump sum payment of five hundred dollars (\$500) will be processed for all active regular Employees as of July 1, 2020.
- e) Effective July 1, 2021, the wages of all hourly rated Employees will be increased by two percent (2%).
- f) Effective July 1, 2022, the wages of all hourly rated Employees will be increased by two and one half percent (2.5%).
- g) The basic rate for common labour shall be:
 - i) Effective July 1, 2018 \$29.51 per hour
 - ii) Effective July 1, 2019 \$30.10 per hour
 - iii) Effective July 1, 2020 \$30.70 per hour
 - iv) Effective July 1, 2021 \$31.31 per hour
 - v) Effective July 1, 2022 \$32.09 per hour
- h) The rates resulting from the application of the conversion percentages herein will be rounded as follows:
 - .00 to .49 - down to the nearest cent
 - .50 to .99 - up to the nearest cent
- i) The wage scale attached hereto, Supplement No. 1, is approved by both Parties and may, subject to the mutual consent of both Parties be revised once annually.

Section 2: Grading Tickets

- a) Lumber Graders

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

Effective July 1, 1994 Class A Grading Certificate - twenty-five cents (\$.25) per hour,

Effective July 1, 1994 Class B Grading Certificate - twenty cents (\$.20) per hour,

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

b) Lumber Grading Certificates

Effective July 1, 1994 any Employee holding a Class A or B lumber grading certificate shall receive a premium of fifteen cents (\$.15) per hour for all hours worked. There shall be no stacking or pyramiding of premiums.

- c) Grading Tickets shall be permanent and valid certificates, but graders shall remain subject to the regulations of C.O.F.I., P.L.I.B. and other regulatory bodies.
- d) All lumber graders holding grading certificates shall attend upgrading classes as required.
- e) Lumber graders who are required to attend upgrading classes (grading rule changes) shall receive their regular straight-time rate for time spent in attending such classes.
- f) Where a Company is paying a bonus or premium(s) greater than set out above, it shall keep such policy in effect.

Section 3: First Aid Attendants

a) First Aid Attendants

Designated First Aid Attendants shall receive their job rate of pay plus the Ticket Premium rate. All other Employees holding valid First Aid tickets shall receive a premium of five cents (\$.05) per hour over and above their job rate. There shall be no stacking or pyramiding of premiums.

- b) Where a Company is paying a bonus or premium(s) greater than set out above, it shall keep such policy in effect.
- c) Premiums for designated First Aid Tickets shall be:
- i) Level 3 - \$1.00 per hour
 - ii) Level 2 - 50¢ per hour

Section 4:

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

Section 5:

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 shall 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 the differential.

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

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

Section 6:

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

Section 7: Production Bonus

The Company and Union agree to meet within the first year of the Collective Agreement to develop and implement a production bonus incentive plan.

ARTICLE VI - PAY DAYS

- a) The Company shall provide for paydays every second week.
- b) Each Employee shall be furnished with an itemized statement of earnings and monthly deductions.
- c) The Parties agree that the Company can deduct from an Employee's wages and shall remit to the appropriate Employee benefit plan, the Employee's contribution which is specified in any benefit plan agreed to by the Parties to this Collective Agreement.

ARTICLE VII - HOURS OF WORK AND OVERTIME

Section 1:

- 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 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.
- c) If a Statutory Holiday occurs during the work 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: Millwrights, Maintenance, Repair, and Construction Employees

- a) The regular hours of work shall be five (5) eight-hour days, with two (2) days of rest each week Monday through Sunday. Such days of rest will be consecutive days unless mutually agreed to be otherwise between the Employee and the Company.
- b) Overtime shall be paid at rate and one-half for all hours worked in excess of eight (8) hours per day, on Sundays and upon the Employee's two 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: Alternate Shift Scheduling

- a) Management, Plant Committees and Local Unions shall have the right under the terms of the Collective Agreement to agree to 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.
 - i) The Union agrees to meet with the Company to negotiate an Alternate Shift Agreement ahead of the intended utilization of the specific Alternate Shift Schedule. Following the completion of the step outlined in Article VII, Section 3 b) ii), the concluded Alternate Shift Schedule Agreement may be implemented at a future date upon reasonable notice being provided by the Company.
- b) Any variation(s) to Sections 1 and 2 above shall be implemented only upon completion of the following steps:
 - i) Negotiated agreement between the Local Union and the Company.
 - 1) At any point in the negotiation of an Alternate Shift Agreement either Party may request the assistance of CONIFER and/or the USW National office in the negotiation of an Alternate Shift Agreement.
 - 2) 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.
 - ii) Majority approval by the Employees involved in the proposed variations.
- c) When alternative schedules have been implemented in accordance with a) and b) above, the following overtime provisions will apply:

- i) Rate and one-half shall be paid for the following:
 - 1) The first three (3) hours worked in a day in excess of the normal daily hours of the established schedule.
 - 2) Hours worked in excess of forty (40) hours per week or forty (40) hours average when there is an averaging period.
 - 3) 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.
 - 4) All hours worked on Sunday except those excluded in the Casual Work section, or unless agreed to by the Parties.
- ii) Double straight-time rates shall be paid for the following:
 - 1) All hours worked in excess of A i) above.
 - 2) All hours worked on Sunday when Sunday is also an Employee's scheduled rest day, if the Employee has worked forty (40) straight-time hours in the preceding six (6) days, unless a change in rest day has been agreed to between the Employee and the Company.
- iii) Supplement No. 5 - Alternate Shift Scheduling, contains the agreed upon general principles and parameters for the establishment, implementation or discontinuance of alternate shift schedules.

Section 4: Three-Shift Operations

- a) The Company shall have the right to operate its 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 Employers' 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 5:

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 6:

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 7:

Any Employee called for work and finding no work available due to reasons beyond his or her control shall be entitled to two (2) hours pay at the usual rate. This shall apply unless the Company gives notice cancelling the said call.

Such notice shall be considered to be given by an announcement over the appropriate local radio station(s), prior to the commencement of the shift in accordance with Section 2 b) of Supplement No. 2.

Section 8:

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

Section 9: 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 10: Rest Breaks

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 (ie: six and one-half (6 1/2) hour graveyard shift) only one (1) break will be given.

Section 11: 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 and preparatory work will be paid at straight-time job rate.
- d) Regular laid-off Employees shall not be classified as Casual Employees, and shall have preference for available work over the said Casual Employees.
- e) The employer agrees to keep a separate seniority list of Casual Employees who have worked at least ten (10) working days, exclusively for recall purposes and, subject to clause d), further agrees to recall Casual Employees in accordance with their seniority as set forth in this list.

Section 12:

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

Section 13: Hot Meals

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

Section 14: Cleanup

Group 1 wage scale cleanup Employees will be paid Group 5 wage scale when regular hours of work are five (5) eight hour days, Tuesday to Saturday inclusive.

ARTICLE VIII - SENIORITY

Section 1:

- a) Notwithstanding anything to the contrary contained in this Agreement, it shall be mutually agreed that all Employees are hired on probation, the probationary period to continue until sixty (60) days have been worked, during which time they are to be considered temporary workers only, and during this same period no seniority rights shall be recognized.
- b) It is agreed that probationary Employees will have preference over Casual Employees for any work performed during the normal work week, subject to competency.
- c) It is further agreed that in the application of b) above, probationary Employees will be called in for work in accordance with their hiring date, unless such call-in is beyond the control of the employer, and is subject to the Employee being competent to perform the work. This obligation does not apply where the Employee cannot be readily contacted or where the Employee has already worked one shift in the 24-hour period.
- d) Upon completion of sixty (60) days worked they shall be regarded as regular Employees, and shall be entitled to seniority dating from the day on which they entered the Company's employ, provided however, that the probationary period of sixty (60) days worked shall only be cumulative within the six (6) calendar months following the date of entering employment.

Section 2:

- a) The Company recognizes the principle of seniority, competency considered.
- b) The Company and the Union will meet to discuss a procedure for posting of vacancies of jobs above base rate.
- c) Where the Company operates more than one plant, each such plant will be considered separately for seniority purposes; except where the Union and Company agree upon some different arrangement.

Section 3:

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

Section 4:

- a) 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.
- b) Where a reduction of forces is caused by emergency conditions, the application of seniority may be postponed for such period as may be necessary, but not exceeding five (5) working days. If the Company decides to exercise its rights under this provision it shall notify the Shop Committee as soon as possible.

Section 5:

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

Section 6:

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

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

Section 7:

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

1. previous Employees of the Company who have both previous seniority and an application on file
2. previous Employees of the Company who have previous Company seniority and are seeking employment as a result of operational closures or crew reductions in other operations of the Company
3. laid off employees of other companies in the communities, who are seeking employment as a result of operational closures or crew reduction in excess of ninety (90) days
4. laid off USW members of Local 1-2017 who are seeking employment as a result of operational closures or crew reduction in excess of ninety (90) days
5. the provisions of No. 3 and 4 above are limited to USW certified companies in the Northern Interior Forest Products Industry
6. persons who qualify for preference, and wish to exercise their rights to preference, must make application within six months of the operational closure or the ninety day layoff period

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

Section 8:

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

- a) Employees with less than one (1) years' service will retain their seniority for a period of eight (8) months.
- b) Employees with one (1) or more years' service shall retain their seniority for one (1) year, plus one (1) additional month for each year's service, up to an additional twelve (12) months for a maximum period of twenty-four (24) months.
- c) A laid-off Employee's seniority retention as provided for in a) and b) above will be re-instated in the event of re-employment before the expiry of seniority retention and on the completion of one day's work.

Section 9:

It is agreed that when an Employee has been transferred by the Company to a supervisory or staff position, he/she will continue to accumulate seniority for a period of ninety (90) days. At any time during this ninety (90) day period the individual shall have the right to return to the bargaining unit in the job 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.

Once an Employee has completed their 90 day period they may be used for coverage in the absence of a supervisor. When filling in for a period of three (3) days or greater a notice will be posted in the lunchroom.

Section 10: Transfer of Company Seniority

- a) Where Employees of a Company operation are offered, and accept, a position in another division of that Company and successfully complete their probationary period, then their prior Company service date will be applied for annual vacation entitlement and vacation pay purposes.
- b) Employees will be entitled to a maximum of one floater per Employee per year in the event of transfer.

ARTICLE IX - LEAVE OF ABSENCE

Section 1:

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

Section 2:

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

Section 3:

- a) The Company shall grant leave of absence to Employees who are appointed or elected to Union office. The Employee who obtains this leave of absence shall return to the Company within thirty (30) calendar days after completion of his term of employment with the Union.
- b) The Company will grant leave of absence to Employees for any Union business applied for by the Union in order that they may carry out their duties on behalf of the Union.
- c) It is agreed that before the Employee receives this Leave of Absence as set forth in clauses

a) and b) above, the employer will be given notice in writing (in the case of a) - fifteen (15) calendar days, in the case of b) - five (5) calendar days) by the Union in order to replace the Employee with a competent substitute.

- d) The Union will make every effort in requesting such leaves of absence to avoid requests that will unduly deplete the crew in any one department which will impair production or inhibit the normal functioning of the operation. In such cases, the Union will cooperate with the Company in making substitute Employees available or select alternate delegates to attend Union functions.

Section 4: Compassionate Leave

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

- a) That the Employee apply at least one (1) month in advance unless the grounds for such application could not reasonably be foreseen.
- b) That the Employee shall disclose the grounds for application.
- c) The Company shall grant such leave where a bona fide reason is advanced by the applicant or may postpone leave where a suitable replacement is not available.
- d) That the Company will consult with the Shop Committee in respect of any application for leave under this section.
- e) The Company will only be obliged to grant leave of absence for educational and training purposes to Employees who intend to take training that will assist the individual in obtaining skills related to the industry.
- f) Employees granted Leave of Absence pursuant to this section shall be required to pay the appropriate premiums for Medical Services Plan, Extended Health Benefits, and Dental Plan coverage.
- g) The Union agrees it will provide a letter regarding problems which arise from extended vacation applications.

Section 5: Compassionate Care Leave

- a) In the following subsections "family member" means a member of the Employee's immediate family and includes the spouse, child, parent, guardian, sibling, grandchild or grandparent of any person who lives with an Employee as a member of the Employee's family. It includes common-law spouses, step-parents and step-children and same-sex partners and their children as long as they live with the Employee as a member of the Employee's family.
- b) An Employee who requests Compassionate Care Leave under this section is entitled to up to eight (8) weeks of unpaid leave to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks, or such other period as may be prescribed after:
 - i) the date the certificate is issued, or

- ii) if the leave began before the date the certificate is issued, the date the leave began.
- c) The Employee must give the employer a copy of the certificate as soon as practicable.
- d) An Employee may begin a leave under this section no earlier than the first day of the week in which the period under subsection (b) begins.
- e) A leave under this subsection ends on the last day of the week in which the earlier of the following occurs:
 - i) the family member dies;
 - ii) the expiration of 26 weeks or other prescribed period from the date the leave began
- f) A leave taken under this subsection must be taken in units of one or more weeks.
- g) If an Employee takes a leave under this section and the family member to who 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 6: Family Responsibility Leave

An Employee is entitled to up to 5 days of unpaid Family Responsibility Leave, as interpreted by the Employment Standards Branch, 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 family member of the Employee's immediate family.

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 subsection (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 subsection (d).
- f) An Employee's combined entitlement to leave under section (a) and (d) is limited to 52 weeks, plus any additional leave the Employee is entitled to under subsection (b) or (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/she shall be compensated at his/her regular straight time hourly rate of pay for hours lost from his/her regular work schedule for a maximum of three (3) days.
- b) Piece workers who are entitled to bereavement leave shall be compensated in accordance with the principle established in Article XI, Section 2 b).
- 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 a Crown Witness or Coroner's Witness on a day which he/she would normally have worked will be reimbursed by the Company for the difference between the pay received for Jury Duty and his/her regular straight time hourly rate of pay for his/her regularly scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of eight (8) per day or forty (40) per week, less statutory pay received for Jury Duty. The Employee will be required to furnish proof of Jury Service and Jury Duty pay received.
- b) Any piece-worker who is required to perform Jury Duty shall be compensated for the difference between statutory pay received for Jury Duty and his/her job rate in accordance with the principle established in Article XI, Section 2 b).
- c) Hours paid for Jury Duty will be counted as hours worked for the purpose of qualifying for vacation and for recognized paid holidays but will not be counted as hours worked for the purpose of computing overtime.

Section 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 his/her Company within thirty (30) calendar days after completion of public office.

Section 11 – Domestic Violence Leave

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

Reasonable documentation may be required to take domestic violence leave.

ARTICLE X - VACATIONS WITH PAY

Section 1:

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

Section 2: Two Years' Service

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

Section 3: Seven Years' Service

- a) Employees with seven (7) or more years' continuous service shall receive four (4) weeks' vacation with vacation pay based on the greater of nine percent (9%) of the wages or salary earned during the year of entitlement, or one hundred and sixty (160) hours at the hourly rate of the Employee's regular job.
- b) The additional one (1) week will be taken when convenient for the Company, but does not have to be consecutive with the vacation period provided for in Sections 1 and 2 herein.

Section 4: Fifteen Years' Service

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

Section 5: Twenty-Four Years' Service

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

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

Section 6: Thirty Years' Service

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

Section 7:

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

Section 8:

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

Section 9: Vacation Pay - Percentage of Wages Method

The following shall be considered as days actually worked for determining vacations with pay for an Employee after one (1) continuous year of employment.

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

Section 10: Qualification for Vacation Pay - Regular Job Rate Method

- a) i) In order for an Employee to qualify for the amount generated by the hours times the regular job rate method, the Employee must have worked a minimum of fifteen hundred (1500) hours in the Employee's first year of service and a minimum of one thousand (1000) hours during the Employee's succeeding years of entitlement.

- ii) Where there is a common vacation pay cut-off date, for purposes of calculating minimum hours as in i) above, the calculation period shall be from the cut-off date in one year to the cut-off date in the succeeding year.
 - iii) Where there is no common vacation pay cut-off date, for purposes of calculating minimum hours as in i) above, the calculation period shall be from the Employee's anniversary date in one year to his/her anniversary date in the succeeding year.
- b) For purposes of computing the requisite hours the following will be included:
- i) All hours worked;
 - ii) Statutory Holiday hours;
 - iii) Jury and Crown Witness duty;
 - iv) Bereavement Leave;
 - v) Vacation hours;
 - vi) Time not exceeding one (1) year, lost as the result of an accident recognized as compensable by the Workers' Compensation Board and suffered during the course of employment, shall be considered as time worked for the purpose of qualifying for vacation, provided that the Employee returns to his/her employment.
 - vii) Time not exceeding one (1) year, lost as the result of a non-occupational accident or illness, shall be considered as time worked for the purpose of qualifying for vacation, provided that at the time of the accident or illness the Employee has been on the payroll for not less than one (1) year and that he/she returns to his/her employment. It is understood that the employer may require that the Employee provide a certificate from a qualified medical practitioner.
 - viii) Time lost as a result of lay-off shall not be considered as time worked for the purpose of qualifying for requisite hours.
 - ix) Employees who report for work and who receive call time payment shall be credited with eight (8) hours for any such shift for purposes of computing requisite hours under this Section. Any Employee who qualifies for call time in a day shall receive credit under this Section for eight (8) hours or credit for the hours for which wages were paid, whichever is greater.
 - x) All hours worked in more than one (1) division of the parent Company as a result of transfer or lay-off.

Section 11:

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

Section 12: Employment Standards Act

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

ARTICLE XI - STATUTORY HOLIDAYS

Section 1:

- a) All hourly-rated Employees who work on New Year's Day, Family Day, Good Friday, Victoria Day, Dominion Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day shall be paid rate and one-half for all hours so worked.
- b) In the event one of the above Statutory Holidays falls on a Sunday, the previous Friday or the following Monday shall be observed as the Holiday. In the event that one of the within named Statutory Holidays falls on Saturday it shall be observed the preceding Friday or succeeding Monday as agreed between the Company and the Plant Committee.
- c) In the event of a Statutory Holiday falling on a Tuesday, Wednesday, or Thursday, and where the Company and Plant Committee mutually agree, the said holiday may be observed the preceding Monday or following Friday respectively.
- d) At the option of the Company, but whenever possible, by mutual agreement with the Plant 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.
- e) When a Statutory Holiday falls on a Friday, Employees working on a Tuesday to Saturday work week, by mutual agreement between the Company and the Plant Committee may work on the Friday statutory holiday at the straight time job rates and substitute Saturday as the Statutory Holiday.
- f) In the case of a maintenance Employee where one of the Statutory Holidays is observed on his/her rest day, he/she shall have a day off without pay in lieu thereof at a mutually agreeable time.

An Employee who qualifies for such Statutory Holiday on the day it occurs, and works on that day, will be paid for the Statutory Holiday at straight-time rates.

Section 2:

- a) All hourly-rated and piece-work Employees who qualify for the paid holiday under the conditions set out below shall be paid for the holiday at their regular job 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	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
British Columbia Day	

- b) Piece-work Employees shall receive pay for the statutory holidays for which they qualify, based on the daily average earnings for the days actually worked during the previous thirty (30) working days.
- c) 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/she may be entitled.
- d) To qualify for statutory holidays, an Employee must have been on the Company payroll for the thirty (30) calendar days immediately preceding the statutory holiday and must have worked his/her last regularly scheduled work day before, and his/her first regularly scheduled work day after the holiday, unless his/her absence is due to a compensable occupational injury or illness, which occurred within six (6) months of the holiday, or the Employee is on authorized leave of absence in accordance with Section 2 or 3 of Article IX.
- e) In the case of illness or injury, the Company shall have the right to request a certificate from a qualified medical practitioner.
- f) 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 3: Personal Floating Holiday

a) Personal Floating Holiday

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/her regular job rate of pay for his/her regular work schedule, subject to the following conditions:

- i) A new Employee must have been on the payroll for not less than ninety (90) consecutive calendar days to qualify for the Personal Floating Holiday. When an Employee has been on the payroll for not less than (90) consecutive calendar days and terminates for whatever reason, and he/she has not previously taken his/her Personal Floating Holiday then he/she shall be paid his/her Personal Floating Holiday. The Parties further agree that payment of the Personal Floating Holiday upon termination shall not be construed as an extension of his/her period of employment.
- ii) An Employee will not qualify for the Personal Floating Holiday if on leave of absence for more than nine (9) months in the contract year, except in the case of sickness or injury.
- iii) An Employee shall apply on an approved form, at least seven (7) days in advance, for his/her Personal Floating Holiday. The Employee shall receive notice of the disposition of his/her request a minimum of seventy-two (72) hours prior to the requested Personal Floating Holiday.
- iv) If an Employee is required to work on his/her Personal Floating Holiday after a definite

date has been designated for such holiday, the Employee shall be paid overtime for such work at the rate of time and one-half. The Employee will then be entitled to take the holiday with pay at a later date to be mutually agreed upon.

- v) Personal Floating Holiday not taken or scheduled by April 30th of each contract year will be scheduled by management.
- vi) A Personal Floating Holiday shall not be scheduled on an Employee's regular rest day.
- vii) Where an Employee chooses Saturday or Sunday as a personal Floating Holiday straight time rates will apply.
- viii) The Parties agree that a regular, full-time Employee, when taking his/her Personal Floating Holiday as provided for under this Article, must have worked his/her last regularly scheduled work day before, and his/her first regularly scheduled work day after the holiday, unless his/her absence is due to illness or an occupational injury, or the Employee is on authorized leave of absence.

ARTICLE XII - SAFETY AND HEALTH

The Company and the Union agree to cooperate in developing and maintaining a strong sense of safety awareness amongst Employees and supervisors.

Section 1:

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:

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

Section 3:

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

Section 4:

A USW-Forest Industry Safety and Health Research Program (SHARP) has been established on the following general principles:

- a) The Plan will be jointly trusted.

- b) The Plan is to be funded on the basis of an Industry contribution of one-half cent (1/2¢) per hour per Employee per hour worked.
- i) 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 of one cent (1¢) per hour.
 - ii) When funds in the Plan reach \$200,000.00 the additional one-half cent (1/2¢) provided for in i) above, will be discontinued until the fund level is again reduced to the \$100,000.00 level. As of January 20, 2011 the Parties agree to provide for a premium holiday for the term of the agreement or when the fund reaches \$100,000, whichever occurs first.
- c) The Parties agree to approach SHARP for funding for a one (1) year pilot project wherein USW personnel would be utilized for the purpose of promoting awareness and compliance of the evolving wood dust standards for the purpose of safety and productivity.

The Company will provide an additional one cent (\$0.01) per hour contribution to SHARP for a one (1) year period to help fund the pilot project. The additional one cent (\$0.01) will be effective the first of the month following notice of ratification of the 2013-2018 Collective Agreement.

Section 5: Employee Safety Guidelines

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

ARTICLE XIII - GRIEVANCE PROCEDURE

Section 1:

A Grievance Committee shall be elected to consist of two (2) to four (4) Employees elected by the Union members employed in the operation covered by this Agreement. Members of this Grievance Committee shall have completed their probationary period with the Company and shall have at least one (1) years' 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 Company.

Step 4

If a satisfactory settlement is not then reached it shall be dealt with by arbitration as hereinafter provided.

Section 2:

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

ARTICLE XIV - RIGHT OF REFERENCE

Section 1:

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

Section 2:

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

Section 3:

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

Section 4:

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

Section 5:

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

ARTICLE XV - INTERPRETATION AND ARBITRATION

Section 1: Interpretation

- a) In case of any dispute arising regarding the interpretation of this Agreement which the Parties hereto are unable to settle between themselves, the matter shall be determined by interpretation in the following manner.
- b) Either Party may notify the other Party in writing by Registered Mail on the question or questions to be interpreted. After receiving such notice and statement, each of the Parties will then refer the matter to the Interpreter selected by the Parties.
- c) The Parties agree to _____ as the Interpreter for the duration of this Agreement.
- d) In the event that the Interpreter as provided for in c) herein is not available to preside as Interpreter under this Section, the Parties agree that they will request the Honourable Minister of Labour of the Province of British Columbia to appoint a Judge either of the Supreme Court of British Columbia or the Court of Appeal of the Province to preside as Interpreter for the dispute then pending.
- e) The decision of the Interpreter shall be final and binding upon the Parties of the First and Second Parts.

Section 2: Arbitration

- a) In the case of a dispute arising under this Agreement, except as to Interpretations of this Agreement, which the Parties are unable to settle themselves, as set out in Article XIII, the matter shall be determined by Arbitration in the following manner:
- b) Either Party may notify the other Party in writing by Registered Mail of the question to be arbitrated.
- c) After receiving such notice and statement, each of the Parties will then refer the matter in writing to the Arbitrator who has been selected by the Parties.
- d) The Parties shall appoint a panel of three (3) Arbitrators. If the Parties fail to appoint the required three (3) Arbitrators, they shall forthwith request the Honourable Minister of Labour of the Province of British Columbia to appoint the arbitrators required. As per the April 16, 2004 Memorandum of Agreement, the Parties agree to review the panel of arbitrators and replace as jointly agreed upon.
- e) The single Arbitrator shall be selected from the panel of three (3) Arbitrators on a rotational basis.
- f) In the event that the Arbitrators provided for in this section are not available to preside as Arbitrator under this Section, the Parties agree to meet and attempt to select a mutually satisfactory arbitrator. If unable to select one which is mutually satisfactory, the Parties further agree to request the Honourable Minister of Labour of the Province of British Columbia to appoint an Arbitrator.
- g) If the Arbitrator finds that an Employee has been unjustly suspended or discharged, such

Employee shall be reinstated with all his/her rights and privileges preserved under the terms of this Agreement. The Arbitrator shall further make the determination on the amount of lost pay to be paid to the Employee.

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

Section 3:

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

Section 4: Place of Hearing

Any arbitration to be held hereunder shall be held at such place as may be decided by the Arbitrator.

Section 5: Expedited Arbitration

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

ARTICLE XVI - GENERAL PROVISIONS

Section 1:

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

Section 2: No Strike Pending Grievance and Arbitration Procedure

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

Section 3: No Lockout Pending Grievance and Arbitration Procedure

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

Section 4: Working Foremen

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

Section 5: Permanent Plant Closure - Severance Pay

A "plant" is defined as a sawmill, planer or other facility with a separate seniority list.

- 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.
- c) Severance pay for uncompleted years of service shall be computed on the basis of completed months of 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 declared permanently closed by the Company, or has not operated for a period of 24 months, those regular fulltime Employees laid off at the time of the indefinite closure or subsequently laid off, will be entitled to the severance provisions provided for in (b) above based on their seniority at the time of their layoff.

Section 6: Contractors

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

Section 7: Planerman Training

A Joint Committee be established to discuss and implement a Planerman's Training Program.

Section 8: Tools

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

Section 9: First Aid Training

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

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

Section 10: Construction Contracting

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

Machinist	Millwright
Steamfitter/Pipefitter	Welder
Electrician	Carpenter
- ii) 'Contractor's Rate' shall only mean the hourly wage paid by that contractor and not any other payment or working conditions.

Section 11: Disciplinary Action:

For formal discipline meetings, or formal discipline investigative meetings, where a verbal warning, written warning, suspension or termination is being issued, the Employee shall have the option of requesting Union representation. The disciplinary record shall not be used for disciplinary purposes if an Employee has completed two (2) years of work without an additional disciplinary entry. In disciplinary cases involving harassment the time limits may be extended. The Employee must be informed of this decision at the time of the discipline.

Section 12: Ongoing Problem Resolution:

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

Section 13: Humanity Fund

- a) The Company agrees to deduct \$20.00 from the wages of all Employees in the bargaining unit on June 30 each year.
- b) Prior to the 15th day of the month following said deduction, the Company shall pay the amounts to the "Humanity Fund" and will forward such payment to United Steelworkers National Office, 234 Eglinton Avenue East, Toronto Ontario M4P 1K7. The Company will advise in writing both the Humanity Fund at aforementioned address and the Local Union that such payment has been made, the amount of such payment and the names of all Employees in the bargaining unit on whose behalf such payment has been made.

ARTICLE XVII - HEALTH AND WELFARE

Section 1: Medical

- a) The Company agrees to provide medical coverage for its Employees by participating in the Medical Services Plan of British Columbia. The obligation of the employer to enroll and cover an Employee for MSP of British Columbia is triggered only when the Employee is not already covered by MSP by some other means.
- b) The company agrees to provide Extended Health Benefits including Hospitalization coverage up to a maximum of eight dollars and fifty cents (\$8.50) per day to its Employees by participating in a plan entered into between the Company and an appropriate carrier.
- c) Extended Health Care:
 - i) The annual Extended Health Care deductible will be seventy-five dollars (\$75.00) for single or family coverage.
 - ii) The Extended Health Care Plan shall provide benefits for the surviving spouse and eligible children for a period of 24 months in the event of the death of an active member.
 - iii) The Extended Health Care Lifetime Maximum shall be:
 - \$100,000, effective on ratification
 - \$150,000 on July 1, 2014
 - \$200,000 on July 1, 2015
 - \$250,000 on July 1, 2016
 - \$300,000 on July 1, 2017
- d) Medical coverage eligibility shall be the first of the month following date of employment.
- e) Total cost of providing medical coverage, including Extended Health Benefit coverage, shall be borne by the Company.

- f)
 - i) Lay-off coverage for Employees with more than three (3) months' seniority, but less than one (1) year's seniority will be three (3) months. Lay-off coverage for Employees with one (1) or more year's seniority will be six (6) months.
 - ii) In order for reinstatement of layoff coverage to occur there must be a return to regular full-time employment. An Employee returns to regular full-time employment when he/she is employed for ten (10) working days within a floating period of thirty (30) consecutive days.
 - iii) In addition, an Employee who returns to work for at least one (1) working day and less than ten (10) working days will be covered for that month, in addition to any lay-off coverage to which he/she was entitled, if the recall occurred during the period of layoff coverage.
- g) Participation in the Plan is to be a condition of employment.
- h) Coverage to be extended to dependants of regular Employees including those dependants over the age of twenty-one (21), but not over the age of twenty-five (25) who are attending recognized educational institutions.
- i) Vision Care
Effective on the first of the month following ratification of the 2013-2018 Collective Agreement, the vision care limit will be \$400 per member or dependent in any 24 month consecutive period for charges incurred relative to the purchase of lenses and frames or contact lenses when prescribed by a person legally qualified to make such prescription, and will also include the cost of laser eye surgery and/or eye exams.
- j) Physiotherapy
The Physiotherapist / Massage Practitioners' limit will be \$550 per member or dependent per calendar year.
- k) Psychologist / Registered Counsellor
Effective January 1, 2019, the coverage for Psychologist or Registered Counsellor will be increased to \$1,000 per member or dependent per calendar year.
- l) Chiropractors / Naturopath Physicians
Effective January 1, 2019, the Chiropractors/Naturopath Physicians' limit will be increased by one hundred and fifty dollars (\$150) from six hundred dollars (\$600) to seven hundred and fifty dollars (\$750) per member or dependent per calendar year.
- m) Orthopaedic Shoes
The Orthopaedic Shoes limit will be \$500 per calendar year for adults, and \$300 per calendar year for children.
- n) Hearing Aids

The hearing aids limit will be \$550 every five years for adults and children unless there is alternate coverage provided for.

o) Orthotics

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

p) The Extended Health Benefits Plan will incorporate a Medical Travel Benefit for necessary travel from remote areas in accordance with Supplement No. 6.

q) The Extended Health Benefits Plan will include the following specialty items:

- i) Gloves for members or dependents who use wheelchairs
- ii) Catheters
- iii) Bath bench suction cups
- iv) Hydraulic lifts for getting in and out of bath tubs
- v) Repairs to specialty items; wheelchairs
- vi) New tires for wheel chairs
- vii) Wheel chair purchase or replacement

r) It is agreed to implement a pay direct drug card under the EHC plan, coincidental with the following EHC drug plan design features:

- i) Low cost alternative
- ii) Pharmacy mark-up maximum
- iii) Pharmacy dispensing fee cap

The mark-up maximum and dispensing fee cap will be reviewed on July 1 of each year, and will be adjusted to be consistent with the BC Ministry of Health (Health Insurance BC) levels. Mark-up maximum is currently at 8%, and dispensing fee maximum is currently at \$10.00.

Issuance of the pay direct drug card will occur coincidentally with the PBC re-enrolment process necessitated by the PBC system upgrade. Target date is July 1, 2014.

Section 2: Insurance Coverage

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

a) Board of Trustees

CONIFER, together with the Interior Forest Labour Relations Association, Forest Industrial Relations Limited, Canfor Limited, West Fraser Limited, and USW agree to establish one (1) set of trustees for the purpose of developing a common text, a common trust agreement, and common Employee booklet for the six (6) Health and Welfare Plans, covering Life Insurance, Accidental Death and Dismemberment Insurance and Weekly Indemnity.

b) A Joint Committee, representing CONIFER, the Interior Forest Labour Relations Association, Forest Industrial Relations Limited, Canfor Limited, West Fraser Limited, and USW, will be established to study the most effective method of administration of the Plans, reporting to the Parties no later than July 1st, 1984.

c) CONIFER - USW Board of Trustees

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

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

- d) Group Life Insurance will be \$140,000 for each qualified employee.
- e) Accidental Death and Dismemberment (24 hour coverage) will be \$140,000 for each qualified employee.
- f) Effective on the first of the month following notice of ratification of the 2013-2018 Collective Agreement, the Weekly Indemnity amount will be the EI weekly rate plus \$100.
- i) Weekly Indemnity will commence the first day of accident and the sixth day of illness for a period of up to 26 weeks for Employees who become disabled on or after July 1, 2009. Weekly Indemnity cheques will be mailed directly to the Employee's residence if requested by the Employee.
 - ii) A "NO DOWNS" provision is in place so that the Weekly Indemnity rate will not be reduced by further reductions by Employment Insurance of the maximum insurable earnings number.
 - iii) In the case of disability caused by non-occupational illness, Weekly Indemnity benefits will be payable commencing the first day of any such absence where the illness results in the claimant being hospitalized as a bed patient, and in cases where surgery (including laser surgery for a medical reason) is performed which necessitates loss of time from work.
 - iv) Weekly Indemnity coverage will be eliminated for an Employee on all extended leaves of absence provided, however, that such Employee is eligible for Weekly Indemnity coverage on the day that it was agreed he/she was scheduled to return to work. In order to qualify for this coverage the Employee must have returned to his/her place of residence in British Columbia unless his/her disability required him/her to be hospitalized and satisfies the requirements of the claims adjudication carrier. In the case of a compassionate appeal dealing with disability incurred during an extended leave of absence, the Trustees have the right to review certain circumstances.
 - v) Absences due to the same or related causes will be considered one (1) continuous absence unless the Employee returns to work on a full-time basis for at least four (4) continuous weeks between absences.
 - vi) Third Party Subrogation.
The Parties agree to recommend to the Trustees of the Health and Welfare Plan that

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

- g) Total cost of providing insurance coverage shall be borne by the Company.
- h) Eligibility shall be the first of the month following date of completion of thirty (30) working days within the three (3) calendar months following the date of entering employment.
- i) Effective December 10th, 1983 Employees who have already qualified for the Disability Waiver will retain their eligibility for present coverage. Those Employees who, on December 10th, 1983, are in receipt of Weekly Indemnity, W.C.B. wage loss or Long Term Disability income will continue to be eligible for the Group Life Disability Waiver that was in force prior to the above noted date.

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

- j) Coverage will be portable for all employees covered by collective agreements between members of CONIFER, Forest Industry Relations Limited, the Interior Forest Labour Relations Association, West Fraser Limited, Canfor Limited, the Company and USW, and there shall be no waiting period for qualified Employees changing employers within the Industry.
- k)
 - i) Lay-off coverage for Employees with more than three (3) month's seniority, but less than one (1) year's seniority will be three (3) months. Lay-off coverage for Employees with one (1) or more year's seniority will be six (6) months.
 - ii) In order for reinstatement of lay-off coverage to occur there must be a return to regular full-time employment. An Employee returns to regular full-time employment when he/she is employed for ten (10) working days within a floating period of thirty (30) consecutive days.
 - iii) In addition, an Employee who returns to work for at least one (1) working day and less than ten (10) working days will be covered for that month, in addition to any lay-off coverage to which he/she was entitled, if the recall occurred during the period of lay-off coverage.
- l) Participation in the Plan is to be a condition of employment.
- m) Health and Welfare

The Parties agree to participate in a joint study during the term of the Collective Agreement (July 1, 2000 – June 30, 2003) to evaluate ways to:

- i) More effectively integrate the short and long term disability plans,
- ii) Improve disability management programs and return to work procedures,
- iii) Consider ways to streamline adjudication procedures, and
- iv) Lower overall benefit costs.

Section 3: Dental Plan

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

- a) Basic dental services (Plan 'A') - Plan pays 80% of approved schedule of fees, and provides for recall and cleaning checkups every 9 months. Effective July 1, 2014, white fillings shall be eligible under the dental plan subject to the existing deductions in the plan.
- b) Prosthetics, Crowns and Bridges (Plan 'B') – Plan pays 60% of approved schedule of fees.
- c) Orthodontic (Plan 'C') – Plan pays 60% of approved schedule of fees. (Lifetime maximum is \$4,000, effective first of the month following notice of ratification of the 2013-2018 Collective Agreement.) No waiting period required.
- d) Total premium cost to be borne by the Company.
- e) Eligibility shall be the first of the month following date of completion of thirty (30) working days within the three (3) calendar months following the date of entering employment.
- f) Coverage will be portable for all employees covered by collective agreements between members of CONIFER, Forest Industrial Relations Limited, Interior Forest Labour Relations Association, West Fraser Limited, Canfor Limited, the Company and the USW, and there shall be no waiting period for qualified Employees changing employers within the industry.
- g) The Dental Plan shall provide benefits for the surviving spouse and eligible children for a period of 24 months in the event of the death of an active member.
- h)
 - i) Lay-off coverage for Employees with more than three (3) month's seniority, but less than one (1) year's seniority will be three (3) months. Layoff coverage for Employees with one (1) or more year's seniority will be six (6) months.
 - ii) In order for reinstatement of layoff coverage to occur there must be a return to regular full-time employment. An Employee returns to regular full-time employment when he/she is employed for ten (10) working days within a floating period of thirty (30) consecutive days.
 - iii) In addition, an Employee who returns to work for at least one (1) working day and less than ten (10) working days will be covered for that month, in addition to any lay-off coverage to which he/she was entitled, if the recall occurred during the period of lay-off coverage.
- i) Participation in the Plan is to be a condition of employment.

ARTICLE XVIII - PENSION PLAN

Section 1:

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

Section 2:

- a) Effective July 1, 2014, the Pension Plan will be funded by Employer contributions of \$3.675 per hour per Employee per hour worked.
- b) Effective July 1, 2014, Employee contributions of \$2.225 per Employee per hour worked will be added to the above contribution rate.

Section 3: Graduated Retirement:

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

The Parties agree that when the Pension Plan permits graduated retirement, Article XVIII, Section 3 (Graduated Retirement), will be engaged and activated.

ARTICLE XIX - LONG TERM DISABILITY

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

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

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

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

- b) If at any point during the term of the Agreement, the Plan Actuary should determine that the full amount of the increase in contributions is no longer required to amortize the unfunded liability over the ten year period contemplated by this Agreement, the excess contributions will be discontinued by each party accordingly.
- c) Employees who become disabled on or after July 1, 2004, shall be eligible to apply for LTD benefits after a 26 week qualifying period.
- d) A Board of Trustees will be constituted with equal representation from the Union and the Industry, to be responsible for establishing the terms of the Plan and the on-going administration.
- e) The Trustees will select a qualified actuary to assist them and to ensure the establishment of actuarially sound reserves to fund the benefits provided by the Plan.

- f) The Trustees will enter into a Trust Agreement which will include provision for a procedure to settle any major dispute that may arise with regard to the provisions of the Plan.
- g) Protection Against Withdrawals

Withdrawing employer to be assessed for both the employer and Employee share of the unfunded liability in cases of negotiated withdrawal, decertification or relocation closure. The unfunded liability formula to be uniform and based on the Plan's unfunded liability divided by the total number of Plan members (at the time of the most recent Plan Valuation) multiplied by the number of Plan members affected by the withdrawal. The Plan trustees are to be directed to amend the participation agreement accordingly.

ARTICLE XX - JOB TRAINING

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

ARTICLE XXI - APPRENTICESHIP TRAINING PROGRAM

See Letter of Understanding re: Apprenticeship Selection and Training.

ARTICLE XXII - TECHNOLOGICAL CHANGE

Section 1: Advance Notification

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

Section 2: Rate Adjustment

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

Section 3: Severance Pay

Employees discharged, laid off or displaced from their regular job because of mechanization, technological change or automation shall be entitled to severance pay of 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) week's pay. This Section shall not apply to Employees covered by Section 2b) above.

Section 4: Option

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

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

ARTICLE XXIII - SAFETY EQUIPMENT

Section 1:

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

- a) Aprons
- b) Hard Hats and Liners
- c) Eye, Ear and Nose Protective Equipment

Section 2:

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

- a) Supply new Employees with the articles of equipment as required.
- b) Supply Employees moving to another department with the articles of equipment they require and that they do not have at the time of the move, and
- c) Replace articles of equipment when those articles are presented worn or damaged beyond repair. That is to say:
 - i) Aprons
 - ii) Hard Hats
 - iii) Eye, Ear and Nose protective equipment
 - iv) Gloves

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

Section 3:

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

Section 4:

The employer shall make coveralls available and maintain same for use by End Sprayers, Panel Sprayers, Oilers, Filer-Grinders, Power House employees, and Tradesmen.

Section 5: Caulk Boots

Effective July 1, 1994, an Employee who is required to wear caulk boots by the Workers' Compensation Board shall receive annually a caulk boot allowance of one hundred and twenty dollars (\$120.00).

- a) If he/she has six (6) months' or more seniority, or
- b) Upon obtaining six (6) months' seniority.
- c) Seasonal lay-offs shall not interfere with the qualifying period herein.

ARTICLE XXIV - TOOL INSURANCE

The Company at its own expense shall insure for damage or loss caused by fire, or flood, the tools of its Employees which are required in the performance of their work. This provision for tool insurance shall also apply to loss by theft where the tools are stored in a designated place of safety within the control of the Company and there is forcible breaking and entering. The insurance coverage provided shall be subject to a deductible of fifty dollars (\$50.00) in respect of each Employee's claim.

ARTICLE XXV - SAWMILL JOB EVALUATION

Section 1:

- a) The Parties to this Agreement mutually agree to implement one job evaluation program for the sawmilling sector in accordance with the principles and procedures set out in a manual dated December 1971, hereinafter referred to as the B.C. Northern Interior Sawmill and Poleyard Job Evaluation Manual as amended effective April 1, 1995. The application and administration of the Program shall be in accordance with the provisions of Supplement No. 4 to this Agreement.
- b) The process of job evaluation will be conducted in accordance with the provisions of the B.C. Northern Interior Sawmill and Poleyard Job Evaluation Plan which shall include the wage curve. The manual and guidelines for manual interpretation, existing and/or new Benchmarks, and existing gradings on record shall serve as a basis for subsequent evaluation.
- c) All categories and records shall stand as presently rate matched (job analysis) and/or evaluated in the Northern Interior operations involved in the B.C. Northern Interior Sawmill and Poleyard Job Evaluation Plan, except where requests are submitted for evaluation or re-evaluation consistent with the principles and procedures of the Northern Interior Sawmill and Poleyard Job Evaluation Plan.

Section 2:

The point range and increments for the twenty-eight (28) groups in the Sawmill and Poleyard Wage Curve are a

Group Level	Points	Rates Effective July 1, 2018	Rates Effective July 1, 2019	Rates Effective July 1, 2020	Rates Effective July 1, 2021	Rates Effective July 1, 2022
1	0-60	29.51	30.10	30.70	31.31	32.09
2	61-70	29.64	30.23	30.83	31.45	32.24
3	71-80	29.76	30.36	30.97	31.59	32.38
4	81-95	29.98	30.58	31.19	31.81	32.61
5	96-115	30.14	30.74	31.35	31.98	32.78
6	116-140	30.38	30.99	31.61	32.24	33.05
7	141-165	30.55	31.16	31.78	32.42	33.23
8	166-195	30.89	31.51	32.14	32.78	33.60
9	196-230	31.15	31.77	32.41	33.06	33.89
10	231-270	31.43	32.06	32.70	33.35	34.18
11	271-320	31.72	32.35	33.00	33.66	34.50
12	321-370	32.06	32.70	33.35	34.02	34.87
13	371-420	32.33	32.98	33.64	34.31	35.17
14	421-470	32.69	33.34	34.01	34.69	35.56
15	471-520	33.01	33.67	34.34	35.03	35.91
16	521-570	33.46	34.13	34.81	35.51	36.40
17	571-620	33.71	34.38	35.07	35.77	36.66
18	621-670	34.13	34.81	35.51	36.22	37.13
19	671-730	34.41	35.10	35.80	36.52	37.43
20	731-790	34.87	35.57	36.28	37.01	37.94
21	791-850	35.21	35.91	36.63	37.36	38.29
22	851-910	35.64	36.35	37.08	37.82	38.77
23	911-970	36.10	36.82	37.56	38.31	39.27
24	971-1030	36.45	37.18	37.92	38.68	39.65
25	1031-1090	37.32	38.07	38.83	39.61	40.60
26	1091-1150	38.18	38.94	39.72	40.51	41.52
27	1151-1210	39.14	39.92	40.72	41.53	42.57
28	1211-1270	40.07	40.87	41.69	42.52	43.58

Section 3:

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

ARTICLE XXVI – EDUCATION FUND

Contributions to the fund will be \$0.05 per hour worked per Employee.

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

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

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

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

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

- Grievance handling
- Collective bargaining
- Environmental issues
- Land use issues
- Stewards training
- Parliamentary procedure and public speaking
- Communication skills
- Leadership training
- Economic issues
- Benefits training
- Health and safety

ARTICLE XXVII – EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

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

ARTICLE XXVIII – DURATION OF AGREEMENT

Section 1:

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

Section 2:

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

Dated this 25 day of October, 2019

Signed for USW Local 1-2017

Signed for Carrier Lumber Ltd.







SUPPLEMENT NO. 1 – WAGE SCALE

Evaluated Categories. The individual Wage Scale applicable to this particular Agreement, when signed by Company and Union, shall be attached to this section.

Non-Evaluated Categories – hourly rates:

	01-Jul-18	01-Jul-19	01-Jul-20	01-Jul-21	01-Jul-22
General					
Laborer	\$29.49	\$30.08	\$30.68	\$31.29	\$32.07
Chargehand	Job rate + \$0.75	Job rate + \$0.75	Job rate + \$0.75	Job rate + \$0.75	Job rate + \$0.75
First Aid Level 2	Job rate + \$0.50	Job rate + \$0.50	Job rate + \$0.50	Job rate + \$0.50	Job rate + \$0.50
First Aid Level 3	Job rate + \$1.00	Job rate + \$1.00	Job rate + \$1.00	Job rate + \$1.00	Job rate + \$1.00
Grinderman	\$33.22	\$33.88	\$34.56	\$35.25	\$36.13
Oiler	\$33.26	\$33.93	\$34.61	\$35.30	\$36.18
Electrical					
Electrician Apprentice – 0 to 1500 hours	\$34.54	\$35.23	\$35.93	\$36.65	\$37.57
Electrician Apprentice – 1500 to 3000 hours	\$34.98	\$35.68	\$36.39	\$37.12	\$38.05
Electrician Apprentice – 3000 to 4500 hours	\$35.87	\$36.59	\$37.32	\$38.07	\$39.02
Electrician Apprentice – 4500 to 5250 hours	\$36.82	\$37.56	\$38.31	\$39.08	\$40.06
Electrician Apprentice – 5250 hours to certification	\$38.55	\$39.32	\$40.11	\$40.91	\$41.93
Electrician – certified (ITA minimum total hours 6000)	\$42.37	\$43.22	\$44.08	\$44.96	\$46.08
Electrician – uncertified	\$41.87	\$42.72	\$43.58	\$44.46	\$45.58
Millwright					
Millwright Apprentice – 0 to 1650 hours	\$34.54	\$35.23	\$35.93	\$36.65	\$37.57
Millwright Apprentice - 1650 to 3300 hours	\$34.98	\$35.68	\$36.39	\$37.12	\$38.05
Millwright Apprentice – 3300 to 4950 hours	\$35.87	\$36.59	\$37.32	\$38.07	\$39.02
Millwright Apprentice – 4950 to 5775 hours	\$36.82	\$37.56	\$38.31	\$39.08	\$40.06
Millwright Apprentice – 5775 hours to certification	\$38.55	\$39.32	\$40.11	\$40.91	\$41.93
Millwright – Certified (ITA minimum total hours 6000)	\$42.37	\$43.22	\$44.08	\$44.96	\$46.08
Millwright – uncertified	\$41.87	\$42.72	\$43.58	\$44.46	\$45.58
Filing Room Categories					
Saw Filer Apprentice – 0 to 2520 hours	\$34.54	\$35.23	\$35.93	\$36.65	\$37.57
Saw Filer Apprentice – 2520 to 4200 hours	\$35.89	\$36.61	\$37.34	\$38.09	\$39.04
Saw Filer – Certified (ITA hours minimum 4200)	\$42.37	\$43.22	\$44.08	\$44.96	\$46.08
Saw Filer – uncertified	\$41.87	\$42.72	\$43.58	\$44.46	\$45.58
Benchman – Certified (ITA minimum hours 1680)	\$43.48	\$44.35	\$45.24	\$46.14	\$47.29
Benchman – uncertified	\$42.98	\$43.85	\$44.74	\$45.64	\$46.79

Red Circled Jobs

- a) The Company shall supply the Union with a list of Employees holding red circled jobs, the said list to include the name of the job category filled, the negotiated rate for the job and the actual rate paid.
- b) Employees on red circle rate who are promoted to a higher group shall regain the red circle rate if subsequently found incompetent to continue in the higher group.
- c) Employees holding red circled jobs who are demoted during a reduction of forces, shall be paid only the negotiated rate for the job to which they are assigned. If at a later date an Employee is reassigned to his/her former job, he/she shall regain his/her red circle rate.
- d) If an Employee is temporarily transferred at the request of the Company, he/she shall retain his/her existing rate or receive the rate for the new job, whichever is higher. On return to his/her regular job the said Employee shall regain his/her red circle rate.

SUPPLEMENT NO. 2

ADJUSTMENTS AND INTERPRETATIONS

In connection with the interpretation of certain clauses in the Collective Agreement between the USW and the Company, the following interpretations of the Collective Agreement have been agreed upon:

Section 1:

With respect to the definition of Lumber Grader, the following is agreed upon: One who grades for shipment.

Section 2:

- a) With respect to call-time as covered in Article VII, Section 7 or Section 8, 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' pay unless sufficient warning has been given cancelling the work call for that day. However, if there is a possibility that work may be available within two (2) hours of the regular starting time, the employer may request Employees to stay at their place of employment during the call-time period.

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

- b) It shall be deemed that sufficient notice has been given cancelling the work call for the first or day shift, provided notice has been given over the appropriate local radio station(s), wherever possible the previous evening but not later than one and one-half (1 1/2) hours before shift commences with two (2) broadcasts within a half-hour (1/2) period. It shall be deemed sufficient notice cancelling call for work for night-shift when notice has been given over the appropriate local radio station(s), during the hours 12 noon to 1 p.m., but not later than three (3) hours before shift commences with two (2) broadcasts within a half-hour (1/2) period. The above shall apply only within a thirty (30) mile radius of Prince George.

Section 3: 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 or a planer mill.

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

SUPPLEMENT NO. 3
JOB TRAINING PROGRAMS

Section 1: Application

- a) 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.

Section 2: Posting

- a) Training positions to be posted for a minimum period of two (2) consecutive working days.
- b) 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) working days of his/her 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/she is away on leave of absence.

Section 3: Selection and Training

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

Section 4: Rates of Pay

- a) 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.

Section 5: Seniority

- a) 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.
- b) If, during the training period, the trainee wishes to discontinue training, or fails to qualify, he/she should return to the job previously held by him/her.

Section 6: Revision and Termination

- a) Nothing in this Agreement is intended to vary, cancel, or otherwise affect existing training agreements.

SUPPLEMENT NO. 4

**B.C. NORTHERN INTERIOR SAWMILL & POLEYARD
JOB EVALUATION PLAN**

Article 1 - Principles & Procedures

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

Article 2 - Industry Standing Committee

There shall be a Standing Committee constituted and named the B.C. Northern Interior Industry Standing Committee to consist of one (1) designated representative of CONIFER, one (1) designated representative of the Canfor group, one (1) designated representative of the Babine/Houston Group, and two (2) or more designated representatives of USW.

Article 3 - Function of the Industry Standing Committee

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

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

Article 4 - Industry Job Evaluation Committee

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

Article 5 - Plant Job Review Committee

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

Article 6 - Function of Plant Job Review Committee

- a) The Plant Job Review Committee will be responsible for seeing that all requests for evaluation or re-evaluation of jobs are adequately and accurately documented before being passed to the Industry Job Evaluation Committee for further action. The documents required will include a 'Request for Job Evaluation' form submitted either by an individual Employee or by local management, and a fully completed 'Job Study Record' form which provides sufficient information for the subsequent work of the Industry Job Evaluation Committee in accordance with Article 4 of this Supplement.
- b) Decisions of the Plant Job Review Committee respecting the appropriateness of a request for evaluation or re-evaluation, or respecting the adequacy and accuracy of documents, shall be by unanimous agreement. Failing such agreement the Plant Job Review Committee shall at the request of any one of its members, immediately forward the Request for Job Evaluation, together with any other documents on which there is unanimous agreement to the Industry Job Evaluation Committee and shall then have no further responsibility for documenting that request.
- c) When the Industry Job Evaluation Committee has made a decision respecting the evaluation of a job it shall communicate that decision to the appropriate Plant Job Review Committee in the form of a letter of Understanding. The Plant Job Review Committee will be responsible for informing Management and the Employees concerned. A decision of the Plant Job Review Committee that an Application for Job Evaluation should not be forwarded to the Industry Job Evaluation Committee, will, similarly, be communicated with reasons to those concerned.
- d) Nothing in the Article limits the right of the Industry Job Evaluation Committee to determine the facts about any job, by direct observation or otherwise, or to amend any job description submitted to them in support of a Request for Job Evaluation.

Article 7 - Application of Program

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

Millwright
Machinist
Blacksmith
Welder
Pipefitter - including Sprinklerman
Mechanics
Electrician
Painter
Carpenter
Bricklayer
Steamfitter
Boilermaker
Saw Filers, Fitters, Benchmen and Helpers
Engineers (Boiler House)
Firemen (Boiler House)
Grinderman
Oiler

and Improvers and Helpers to the above trades.

Article 8 - Direction of Work

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

Article 9 - Re-Evaluation

- a) When a job has moved to a higher group as a result of re-evaluation, the resulting rate shall be retroactive from the date that Management or the Employee has applied to the Plant Job Review Committee for re-evaluation.
- b) When a job is moved to a lower grade as a result of re-evaluation, the incumbent(s) shall maintain his/her job rate as a red circle rate subject to the provisions of Article 11 herein.

Article 10 - New Jobs Created

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

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

Article 11 - Red Circle Protection

- a) The Company shall supply the Union with a list of Employees holding red circled jobs, the said list to include the name of the Employee, name of the job category filled, the evaluated rate for the job, and the actual rate paid.
- b) Employees on red circle rates who are promoted to a higher rate shall regain the red circle rate if subsequently found incompetent to continue in the higher grade.
- c) Employees holding red circle jobs who are demoted during a reduction of forces, shall be paid only the evaluated rate for the job to which they are assigned. If at a later date an Employee is reassigned to his/her former job he/she shall regain his/her red circle rate.
- d) If an Employee is temporarily transferred at the request of the Company he/she shall retain his/her existing rate or receive the rate for the new job, whichever is higher. On return to his/her regular job the said Employee shall regain his/her red circle rate.

Article 12 - Referral Procedure

- a) When the Industry Job Evaluation Committee has decided the outcome of a Request for Job Evaluation, it shall transmit its decision to the appropriate Plant Job Review Committee in the form of a Letter of Understanding.
- b) An evaluation done by the Industry Job Evaluation Committee shall be final and binding on the Parties, but at any time after five (5) years since the last evaluation or re-evaluation of a job, Management or an individual Employee may submit a request for re-evaluation of that job and no other reason than the elapsed time shall be necessary.
- c) If the Industry Job Evaluation Committee is unable to reach agreement regarding the disposition of a Request for Job Evaluation or any other matter regarding the job evaluation program which falls within their jurisdiction the matter shall be referred to the B.C. Northern Interior Industry Standing Committee for Settlement.
- d) All communication between any Plant Job Review Committee and the Industry Job Evaluation Committee referred to above shall be effective by sending one (1) copy to the Union representative or representatives on the Committee and one (1) copy to the Employer representative or representatives. In the case of communications to a Plant Job Review Committee, the Union representatives will be addressed care of the office of the appropriate Union local. In the case of communications to the Industry Job Evaluation Committee, the Union representative will be addressed care of the offices of USW and the employer representative care of the offices of the Company. The employer representative will then designate their evaluator regarding the disposition of any request for job evaluation.

Article 13 - Training Program

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

Article 14 – General Provisions

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

SUPPLEMENT NO. 5

ALTERNATE SHIFT SCHEDULING

Section 1: 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, emergency or unexpected harvesting programs, continuous scheduling (e.g.: Engineers, Firemen, Maintenance).

Section 2: Shift Scheduling

The Parties agree that the following shift schedules are examples of the type which will provide the flexibility required to meet the needs expressed above provided the provisions of Article VII Section 4(b)(1) and (2) have been met.

- a) Manufacturing
 - i) 2 crews working 4 days, 10 hours per shift;
 - ii) up to 3 crews working Monday to Saturday, 10 hours a shift not to exceed 40 hours per week;
 - iii) Employees working in continuous operations may be scheduled to work shifts other than (a) or (b) above.

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

c) Other Shifts

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

Section 3: Implementation

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

- a) The Company and the Local Union will meet to discuss proposed shift schedules within the terms of Article VII. It is anticipated that Local Unions will make sincere attempts to assist the companies wishing to introduce alternate shift schedules. The Parties must mutually agree on the resolution of issues such as:
 - i) Details of shift.
 - ii) Details of Statutory Holidays, Floating Holiday, Bereavement Leave and Jury Duty.

- iii) Maximum lengths of shifts for physically demanding work. Accident prevention is a factor to be taken into account in determining shift lengths.
 - iv) The loss of hours/employment as a direct result of the implementation of alternate shift schedules.
 - v) The use of Employees for supplementary production work.
- b) The Plant Committee and the crew will be actively consulted by the Parties during this process.

Section 4: General Principles

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

- a) 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.
- b) Different parts of an operation may be scheduled on different shifts.
- c) The principle of the forty (40) hour week is to be maintained over an averaging period.
- d) This Article shall not change existing alternate shift agreements, unless agreed to by both Parties.
- e) Earned vacations will be scheduled on the same basis as days and hours worked under the alternate shift schedule.
- f) 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.
- g) 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.
- h) 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.
- i) There shall be no premium pay paid to any Employee whose rest days are changed because of the implementation or discontinuance of an alternate shift schedule.

SUPPLEMENT NO. 6

MEDICAL TRAVEL BENEFIT

The Parties agree to extend the existing Extended Health Benefits Plan to incorporate a medical travel allowance for necessary medical travel from remote areas when members or their dependents are referred by their attending physician to medical specialists in B.C. and such referrals require travel from the patient's community of employment in excess of 500 km on a round trip basis.

The Medical Travel Allowance provision will be:

- a) Effective January 1, 2014 the maximum allowance payable on behalf of any member or dependent is \$1,000 per calendar year.
- b) Eligible expenses will include bills for regularly scheduled economy class airfares, hotel accommodation and taxi fares.
- c) Travel by private automobile will be paid for at 30¢ per kilometer.
- d) All medical referrals will be in writing and travel must take place within two months of the physician's referral, unless the earliest possible date of availability of the Specialist is beyond two months from the referral.
- e) Entitlement to hotel expenses will be based on the reasonableness of the member or dependent being unable to return home on the day of the referral.
- f) A claim form with receipts must be filed by the member within 90 days of the date eligible expenses are incurred.
- g) Expenses which are payable under the Workers Compensation Act, the Medical Services Plan of B.C., the Insurance Corporation of B.C. or any other government authority or insurance plan will not be eligible for reimbursement from the provision.

LETTER of UNDERSTANDING

between:

Carrier Lumber Ltd.,
Tabor Mill and Tabor Planer

and:

United Steelworkers,
Local 1-2017

Re: Apprenticeship Selection and Training

The purpose of this program is to select apprentices as needed and support them throughout their apprenticeships in accordance with the Industry Training Authority program for millwrights, heavy duty mechanics, pipefitters, machinists, electricians and welders.

All provisions of the Collective Agreement shall be applicable to apprentices in this program. Once started in the program, subject to the provisions of the Collective Agreement, apprentices shall have the right to continue, providing they pass all the prescribed tests and work is available to them.

Section 1: Enhanced Preparation

The Company will maintain a stock of self-study preparation materials that will be developed to enhance the success rate of prospective apprenticeship candidates. A package of such self-study materials will be given to Employees upon request.

Section 2: Selection of Apprentices

- a) Employees must have one year of seniority with the Company at the time of the posting to be considered as a candidate for an apprenticeship.
- b) A selection committee will be established, consisting of one representative appointed by the Company and one appointed by the Union, and will have responsibility for administration of the selection process. Two representatives from CONIFER and two representatives from USW will be designated to provide training and support to the selection committee in order that the selection process will be properly administered. A "scoring guidelines" reference manual will be available to the selection committee. Any difficulty that may arise under the selection process will be referred to the CONIFER – USW Apprenticeship Review Committee for resolution.
- c) The selection scoring system is based on a 100 point system. The candidate with the highest points assignment will be selected. Points are awarded as outlined below on each selection criteria with each component weighted as follows:
 - i) Pre-apprenticeship exam - 20 points

This is the traditional relevant selection test battery. Candidates are still required to meet the traditional minimum pass threshold on each test module. Successful candidates will be assessed points relative to the level of success on the exam beyond the minimum pass thresholds.

ii) Seniority - 40 points

2.25 points for each year of service with the Company to a maximum of 17.77 years to get the maximum points.

iii) Candidate assessment test - 25 points

This test (Hogan Personality Inventory, or as otherwise mutually agreed) is designed to measure additional criteria linked to success as an apprentice as determined by Industrial Psychologist review of associated trade roles. These traits are not addressed by the traditional "pre-apprenticeship" exam.

iv) Job-related courses / education - 10 points

Related post-secondary courses or time in a formally indentured relevant industrial apprenticeship will earn points. The selection committee will assign specific point values on an individual basis with reference to a scoring chart. Completion of relevant formal Entry Level Trades Training program will be awarded 10 points. A candidate will only be considered for an apprenticeship if the candidate meets the minimum educational requirements for the particular trade as prescribed by the Industry Training Authority.

v) Work history - 5 points

A candidate's work history will be reviewed in reverse chronological order. For each consecutive year of employment void of formal discipline one point will be assigned to the candidate to a maximum of five points. Points accumulation will cease upon the realization of any formal discipline.

- d) In the event no candidates for an apprenticeship posting meet the qualifications, and the Company hires an existing apprentice, his or her training time in another apprenticeship program will be given recognition, subject to Industry Training Authority approval.

Section 3: Commitment to a Specified Trade

- a) Any Employee indentured as an apprentice is not eligible to apply for any other apprentice opportunity postings during the course of the apprenticeship.
- b) Any Employee hired by the Company as a certified trade (TQ) tradesperson, or any Employee trained through an apprenticeship with the Company to the point of trade qualification (TQ) in a particular trade:
- i) will be allowed a "one time" opportunity to apply for a second apprenticeship, after having continuously served as a certified trade (TQ) tradesperson with the Company for a minimum of five (5) years, and

- ii) must remain in the department where his or her second apprenticeship was served, and is not eligible to apply for postings in any other departments.

Section 4: On-the-Job Training

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

Section 5: Discontinuation of an Apprenticeship in Progress

In the event an Employee selected by the Company for an apprenticeship opportunity commences the apprenticeship training process, and either voluntarily terminates the apprenticeship (after 90 days), or is unsuccessful in the progression of the apprenticeship, then that Employee is not entitled to apply for any future apprenticeship training opportunities for a five year period. An exception to this understanding may occur if the basis for unsuccessful progression is due to medical circumstances. In such a case the Company and the Union will meet to discuss the particular apprentice's future entitlement.

Upon completion of each period of training at the school, an apprentice will be required to pass a test. In the event of failure to pass such a test, the apprentice will be given a second opportunity, but in the event of failure to pass on the occasion of the second such test, he/she shall be required to withdraw from the apprenticeship program.

Where an apprentice incurs delay in taking one of the tests under this program, through no fault of his/her own, the delay shall not prejudice his/her right to wage increments provided for herein.

Section 6: Tools

The Company will, upon submission of receipts, reimburse a newly indentured apprentice up to \$1500 for the cost of tools. This reimbursement is considered an interest free loan. Repayment in full will be completed no later than one calendar year following the apprentice's date of certification in the trade. A repayment schedule will be worked out between the apprentice and the Company. Any portion of the outstanding loan is payable upon termination of employment and may be deducted from accrued vacation pay or wages payable accordingly. Applicable Revenue Canada rules will be followed in the administration of this understanding. The Company will make the corporate purchasing resources available to the apprentice to purchase required tools.

All Journeymen tradesmen shall be required to have, and shall not qualify for the Journeyman rate, unless they have a full kit of hand tools necessary to perform the job for which they are hired, with the exception of machinery or tools which shall not be deemed to fall within the responsibility of the Journeyman.

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

Section 7: Costs While at School

The Company will pay the apprentice, while attending training school, the following:

- a) Effective first of the month following notice of ratification, a Living Away From Home Allowance of forty dollars (\$40) per day to a maximum of two hundred eighty dollars (\$280) per week, for apprentices who are required to maintain a second residence while attending school.
- b) Effective first of the month following notice of ratification, a Travel Allowance of fifty (50) cents per kilometre based on the distance for one (1) round trip to school per year. This distance will be as per a schedule based on the distance between the town of employment and the school. If an Employee is attending school outside of his or her community for more than six (6) consecutive weeks he/she will qualify for a second return trip.
- c) A Commuting Allowance for apprentices who live at home and attend school of fifty (50) cents per kilometre if commuting greater than thirty (30) kilometers each way from the school, minus the first 24 kilometers each way.
- d) Apprentices who are required to travel by ferry or air will be reimbursed for such fares, where such travel is the most reasonable or the only option available. The apprentice must receive prior approval for such travel.
- e) Wage replacement of eight (8) hours per day at the regular apprenticeship rate of pay each day of training attended.
- f) While attending training school, apprentices will receive reimbursement for tuition fees and the cost of required text books.

Section 8: Wages


Wages for apprentices shall be as per Supplement No. 1 – Wage Scale.

Dated this 25 day of October, 2019

Signed for USW Local 1-2017



Signed for Carrier Lumber Ltd.



LETTER of UNDERSTANDING

between:

Carrier Lumber Ltd.,
Tabor Mill and Tabor Planer

and:

United Steel Workers,
Local 1-2017

Re: Contracting Out

Per Article XVI, Section 7(b) the following is agreed to:

- 1) ***Bargaining unit jobs only*** – production work as normally done by USW Employees per current practices.
 - a) Log strapper / unbanding
 - b) Log unloading (including rail cars) / decking / downpiling / feeding mill
 - c) Log merchandiser operator
 - d) Log chaser
 - e) Small Log Line operator
 - f) Large Log Line operator
 - g) Edger operator
 - h) Eliminator helper
 - i) Eliminator operator
 - j) J-Bar attendant
 - k) Auto-piler operator
 - l) Strip placer
 - m) Mill cleanup
 - n) Oiler
 - o) Production Millwrights
 - p) Production Electricians
 - q) Production Sawfilers
 - r) Standard dunnage
 - s) Floor chaser / cleanup

- 2) ***Joint practices*** – either USW or contractors or non-bargaining unit employees as per current practices.
 - a) Yard and sample bucking
 - b) Routine servicing of mobile equipment
 - c) Electrical work
 - d) Sawfiling and knife grinding
 - e) Maintenance and repair – plant machinery and equipment

- f) Burner cleanout, maintenance, lighting
- g) Yard and site preparation, cleanup and maintenance
- h) Equipment hauling
- i) Kiln operation
- j) Lumber loading (trucks only)
- k) Tradesmen
- l) Janitor

3) **Work contracted out or performed by non-bargaining unit employees.**

- a) Weigh scales and log scaling
- b) Maintenance and repairs – mobile equipment
- c) Watchman – security
- d) Chip loading and hauling
- e) Replacement, modernization and construction – turnkey at Company’s option
- f) Building repairs / replacement
- g) Purchasing and parts pickup and delivery
- h) Burner repair
- i) Paving and pavement repair and maintenance
- j) Log hauling into yard
- k) Yard log loading and hauling out of yard
- l) Site service
- m) Technical expertise and special services
- n) Kiln repairs and maintenance
- o) Lumber hauling
- p) Grooved dunnage

Planer production jobs not listed here – see job description list.


As provided for in Article XVI, Section 7: Contractors, item (b), the above represents the current contracting out practices at Carrier Lumber Ltd. Tabor site. It is understood that the work on the “joint practices” list is currently performed by both contractors and bargaining unit employees. Contracting out the work on this list will not result in the loss of a bargaining unit Employee’s position.

Dated this 25 day of October, 2019

Signed for USW Local 1-2017



Signed for Carrier Lumber Ltd.



August 28, 2006

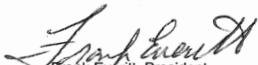
William Kordyban
President
Carrier Lumber Ltd.

Dear Bill:

Over the years, Local 1-424 has worked cooperatively with Carrier Lumber Ltd. to implement alternate shift schedules. These shifts have, in the past, provided greater opportunities for our members and helped companies achieve better results from their northern operations and greater job security for our membership.

Based on discussions and commitments made at the bargaining table, the union commits that they will continue to work cooperatively with companies to implement alternate shifts in order to continue to maintain productively and job security for operations represented by Carrier Lumber and our membership.

Yours truly,

A handwritten signature in cursive script, appearing to read "Frank Everitt".

Frank Everitt, President
IWA Local 1-424

