# **COLLECTIVE AGREEMENT**

Between

# WEYERHAEUSER CANADA ITD.



# INDUSTRIAL WOOD & ALLIED WORKERS OF CANADA Local 1-207

C.L.C.

**April 1, 1995** 

to

March 31, 1998



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### **AGREEMENT**

THIS AGREEMENT entered into this First day of April, 1995.

between

WEYERHAEUSER CANADA LTD Slave Lake, Alberta

(Hereinafter known as the "Company" of the FIRST PART)

and

INDUSTRIAL, WOOD & ALLIED WORKERS OF CANADA
LOCAL 1-207
Edmonton, Alberta

(Hereinafter known as the "Union" of the SECOND PART)

# **PREAMBLE**

WHEREAS it is the intent and purpose of the parties hereto that this Agreement will promote and improve industrial and economic relationships between the employees and the Company, and to set forth herein the basic Agreement between the Parties hereto. AND

WHEREAS the Company accepts responsibility to observe each and all provisions and conditions of the Agreement and to promote orderly and peaceful relations with the Union,

WHEREAS the Union accepts responsibility to observe each and all provisions and conditions of the Agreement and to promote orderly and peaceful relations with the Company,

NOW THEREFORE the Parties hereto mutually agree as follows:

# **ARTICLE I - BARGAINING AGENCY**

### Section 1 - Recognition

- (a) The Company recognizes the Union as the sole collective bargaining agency of the employees of the Company at Slave Lake, Alberta as set out in the certificate of bargaining authority.
- (b) When a dispute arises as to whether or not a person is an employee within the bargaining unit, it shall be subject to the grievance and arbitration procedure.

# Section 2 - Bargaining Authority

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 recognizeduring 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.

#### Section 3 - Bargaining Location

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

### Section 4 - Notice

Eitherparty desiringto amendthis Agreement or to commence collective bargaining may do so in writing to the other party not less than sixty (60) days, nor more than one hundred and twenty (120) days prior to the expiry of this Agreement, but changes can be made at any time by mutual consent.

### Section 5 - Continuation

If notice to negotiate has been given by either party, this Agreement shall remain in full force and effect up to the date that the Union or employer commence lawful strike or lock-out.

#### Section 6 - Gender

Any reference to the masculine gender within this Agreement shall be deemed to apply equally to the feminine gender.

# **ARTICLE II - MANAGEMENT RIGHTS**

# Section 1 - Management & Direction

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

### Section 2 - Employee Selection & Discipline

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

# **ARTICLE III - UNION SECURITY**

#### Section 1 - Co-omration

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 - Union Shop

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

# Section 3 - Maintenance of Membership

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 - Discharge of Non-members

Notwithstandinganythingcontained in the foregoing Sections 2 and 3 of this Article, no employee shall be subject to discharge except for refusal to pay Union dues and assessments. If an employee fails to pay Union dues and assessments within seven (7) days after the Company and the employee have been notified by the Union of the employee's delinquency, such employee shall be discharged forthwith by the Company.

#### Section 5 - Union Membership

Any employee who applies to join the Union pursuant to the provision herein and whose application is rejected by the Union, shall not be subject to discharge from employment.

### Section 6 - Check-off

(a) 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.

# I.W.A. - CANADA CHECK-OFF

	ease Print)			
Sta	rting Date	,19		
Naı	me of Employer———————			
Naı	me of Employee			
	eration—————			
	dress			
Pos	stal Code			
Pho	one Soc. Ins. No			
	you a member of I.W.A.?			
In	what I.W.A. operation were you las Local No	t employed		
FR	EREBY AUTHORIZE AND INSTRUCT YOU OM MY WAGES AND REMIT TO LOCA LOWINGINPAYMENTOFTHEAMOUNTSSET	AL 1-207THE		
1.	Union Initiation Fees in the amount of \$ Union Back Dues in the amount of \$			
2. 3.	Union Dues \$ per month. C			
4.	Union assessments in the amount and stated in notice received by you from the designated above.			
Clo	ck No.			
	Application for Membership			
I hereby request and accept membership in the I.W.A				
	NADA, Local 1-207, and agree to abide by the			
and	By-Laws of the organization. In case of mis	sstatement of		
qua	alification for membership, I agree to forf	eit all rights,		

privileges and monies paid.

- (b) 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.
- (c) 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 not less often than once each month, with a written statement of names of the employees for whom the deductions were made and the amount of each deduction.

#### Section 7 - Dues Deduction on T-4

Union Dues deducted will be reported on each employee's annual statement of earnings, i.e. T4 slip.

#### Section 8 - Contractors and Sub-Contractors

As of the date of the signing of the Memorandum of Agreement, the Company agrees that the introduction of a contractor or subcontractor into this operation will not result in the loss of full time positions held by regular employees.

# **ARTICLE IV - PLANT COMMITTEES**

### Section 1 - Definition

For the purpose of this Agreement, when the words "plant committee" are used it shall mean plant committee, members of which are appointed by the Union.

### Section 2 - Composition

The committee shall consist of not less than three (3) employees and not more than seven (7) employees with completed probationary period of employment with the Company who are members of the Union and they shall be selected, wherever possible, on a departmental basis.

#### Section 3 - Notification

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

### Section 4 - Exceptions

The provisions of Sections 1, 2 and 3 will not apply to the Accident Prevention Committee.

# **ARTICI E V - WAGES**

### Section 1 - Rates

(a) The base rate for common labour shall be as follows:

Effective August 16, 1995 - \$ 14.94 Effective April 1, 1996 - \$ 15.24 Effective April 1, 1997 - \$ 15.55

(b) The wage scale identified as Schedule A shall be amended as follows:

- (i) Effective August 16, 1995, the wage rates will be increased by two percent (2%);
- (ii) Effective April 1, 1996, the wage rates will be increased by two percent (2%);
- (iii) Effective April 1, 1997, the wage rates will be increased by two percent (2%);
- (iv) Effective October 1, 1995, a twenty-nine cents (\$.29) per hour increase to trades categories.

# (c) Cash Payment

A one thousand dollar (\$1,000.00) cash payment (cheque) will be paid, within fourteen (14) days following notice of ratification of the 1995 - 1998 Memorandum of Agreement to all regular full time employees who have worked a minimum of three hundred, fifty (350) hours in the twelve (12) month period preceding the date of notice of ratification and who are actively employed at the date of signing this memorandum.

- (d) The Company will pay the cost of training and retraining for First Aid Certificates including lost time wages.
  - (i) Designated First Aid Attendants shall receive twenty-five (\$.25) per hour plus their occupational rate of pay.
  - (ii) All other employees holding valid Industrial (Advanced) First Aid Certificates shall receive ten cents (\$.10) per hour plus their occupational rate of pay.

### Section 2 - Rest Periods

- (a) Employeeswillhave a lunchperiod of thirty (30) minutes to be taken during the middle two (2) hours of any shift worked.
- (b) Every employee shall receive two (2) fifteen (15) minute rest breaks per eight (8), ten (10) or twelve (12) hour shift; one in the first half and one in the second half of the shift.
- (c) Any employee required to attend meetings, courses or training outside of work time they shall be paid at straight time.

### Section 3 - Tools

- (a) 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 a forcible breaking and entering.
- (b) The Company will supply metric or specialty tools required by tradesmen.
- (c) The Company will repair or replace with identical or better, those tools referred to in (a) and (b) that are damaged, broken or lost in the performance of regular duties.

# Section 4 - Over Rate

Where it is found that an over rate is being paid, and the employer wishes to continue paying the over rate to the individual presently holding the job, it must do so with the understanding that the only time that the over rate can be taken away is when there is a change in personnel on that particular job, at which time the contract rate shall apply.

### Section 5 - Shift Differential

The first shift which may vary in individual operations is the recognized Day Shift. Employees working on other than the recognized Day Shift shall receive a premium rate of fifty cents (\$.50) per hour.

#### Section 6 - Call Back Time

Employees called back to work after having left the plant after the completion of a shift, on a designated day off or on a Statutory Holiday, because of an emergency or other reasons, shall be paid a minimum of four (4) hours at rate and one-half or the overtime worked, whichever is the greater. Employees shall not be required to remain at work when the emergency is over.

# Section 7 - Lead Hand Rate

Lead Hands shall receive fifty cents (\$.50) per hour over their job rate.

Effective August 16, 1995, the Company will post for any future Lead Hand assignments.

# **ARTICLE VI - PAY DAY AND PAY STATEMENTS**

### Section 1 - Pay Cheque Disposition

The Company agrees to pay all employees through direct depositbanking. All Union members shall sign the appropriate forms to authorize the Company to implement direct deposit banking.

### Section 2 - Payday

The Company shall pay its employees every second Friday of the preceding pay period and shall further provide such employee with an itemized statement of earnings and deductions every second Friday. The period can be changed by mutual agreement.

# ARTICLE VII - HOURS OF WORK

#### Section 1 - Hours Of Work and Overtime

- (a) The Union recognizes that the Company has the right to schedule hours of work and depending on the requirements of the business, the right to alternate and change shift schedules.
  - Shift rotation and schedule changes will be discussed with the employees affected prior to the change.
- (b) The Employer may schedule eight (8), ten (10) or twelve (12) hour shifts, but each employee shall be entitled to a minimum of two (2) consecutive days rest in each seven (7) day period.

- (c) For employees working an eight (8) hour schedule, the following will apply:
  - (i) The regular hours for all employees shall be eight (8) hours per day or forty (40) hours per week with rate and one-half for any hours worked over eight (8) hours per day or forty (40) hours per week.
  - (ii) For the purpose of this clause, a "week" is defined as the period from midnight Saturday to midnight the following Saturday.
  - (iii) Rateandone-halfshall be paidforworkperformedon scheduled restdays. This clause shall not apply when a change is made at the request of the employee.
  - (iv) In the event the employee is called upon to work on his regularly scheduled day of rest, he may elect to take a day off in lieu any time in the calendar month within which the particular day of rest falls, providing that it is with the mutual agreement of both the Employerand the employee.
- (d) Double straight time rates will be paid for all hours worked in excess of twelve (12) hours per day.
- (e) For the purpose of this section a Statutory Holiday will be considered as a regularly scheduled day. When a Statutory Holiday falls on a normal scheduled day off, those hours paid will not count towards the work week for overtime entitlement purposes.

# Section 2 - Absorbing Overtime

Employees shall not be required to suspend work during their normal working hours for the purpose of absorbing overtime.

### Section 3 - Call Time

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

# Section 4 - Starts Work

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

### Section 5 - Overtime Meals

ifan employee is required to work (2) two hours or more of unscheduled overtime immediately following his shift he will be provided with a hot meal, to be consumed by the employee on Company time.

# Section 6 - Maximum Hours

When an employee works continuously for more than sixteen (16) hours, lunch periods included, and he is scheduled to work the next day, he will be given a rest period of eight (8) hours. He will not be required to report for work until the end of the eight (8) hour rest period. He will be paid straight time for any time lost from his regular shift, as a result of the rest period.

### Section 7 - Lunch Break

All oriented strand board employees regardlessof length of shifts being worked, i.e. eight (8) to twelve (12) hours shall receive a one half (1/2) hour paid lunch break within a two (2) hour time period from the middle of their shift.

### Section 8 - Shift Exchange

The Companyagrees to allow employees one (1) shift trade per quarter provided there is authorization prior to the trade taking place. The shift trades will not be accumulative from quarter to quarter.

# **ARTICLE VIII - SENIORITY**

### Section 1 - Principle

- (a) The Company recognizes the principle of seniority competency considered.
- (b) The selection and promotion of supervisory officials shall be entirely a matter for the Company's decision; but in making the selection, length of continuous service shall be given due consideration.

# Section 2 - Job Posting

(a) Vacancies, that occur within the Union's jurisdiction, for other than base rate hourly jobs, will be posted for a period of eight (8) days at the work sites, inviting applications, and will be filled on the basis of seniority, competency considered. Only written applications, on the forms provided, will be accepted.

- (b) Job postings shall not apply to temporary replacements of four (4) weeks or less, necessitated by illness, injury, or other leave of absenceor to temporary replacements of longer duration for employees on vacation, but in filling these vacancies, senior employees will be given preference in accordance with Article VIII, Section 1.
- (c) If an employee has been reduced to a lower classification due to a reduction in the work force, he shall be returned to his former job classification, in accordance with his seniority, when a vacancy occurs without applying through the Job Posting procedure.
- (d) Applicants will be awarded the position based on seniority, competency considered.
- (e) The successful applicant will be notified of his progress from time to time as determined by the Company. Successful candidates are entitled to a trial period of up to thirty (30) working days during which time they may voluntarily or for good cause be sent back to their original job without prejudice and without loss of seniority.
- (f) Should an employee be confirmed in a job and wishes to relinquish that job, other than through job posting, he shall revert to a base rate job until such time as a job posting vacancy occurs.
- (g) The Company will provide the Plant Committee with a list of employees who bid on a job, and will advise the Plant Committee of the successful applicant.
- (h) Rates of pay to apply to trainees during the training period to be the rate of pay they held when they applied.

- (i) If an employee is sick or on vacation he shall have two
   (2) days upon his return to work to apply for jobs that were posted in his absence.
- (j) Employees who win a bid, will not be eligible to bid on another job for a period of three (3) months. In the event of a problem arising regarding this section, the Company and the Plant Committee will meet to discuss the application.
- (k) If an employee previously held the posted job the thirty (30) day trial period shall be waived.
- (I) Upon winning the bid the employee will be placed in the position no later than sixteen (16) days after the close of the bid. In the event this is not possible, the plant committee will be advised when this will occur.
- (m) Temporary bids will be no longerthan three (3) months.

### Section 3 - Probationary Period

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 for two hundred and forty (240) working hours during which time they are to be considered temporary employees only. During the same period no seniority rights shall be recognized. Uponcompletion of two hundred and forty (240) working hours they shall be regarded as regular employees and shall then be entitled to seniority dating from the day on which they enteredthe Company's employ provided however, that the probationary period of two hundred and forty (240) working hours shall only be cumulative within the three (3) calendar months following the date of entering employment. Casual labouroncleanup will be excluded from this provision.

### Section 4 - Hiring Preference

When hiring new employees consideration for preference shall, subject to the same conditions as in Section 1, be given to those employees of the Company having had previous seniority and who have applications on file.

#### Section 5 - Reduction in Forces

- (a) In the event of a reduction of the forces, the last person hired shall be the first released subject to the competency of the employee.
- (b) During a reduction of forces where an employee's seniority is such that he will not be able to keep his regular job he may elect whether or not to apply his seniority to obtain another job or accept a lay-off until his regular job becomes available, provided however:
  - If during the lay-off period the employee wishes to return to work and so notifies the Company, he shall be called back to work as soon as his seniority entitles him to a job.
  - (ii) The application of this provision shall not result in an employee, in the exercise of his rights, bumping an employee with less seniority.

# Section 6 - Seniority

It is agreed that upon request of the Union a list will be supplied by the Company setting out the name and starting date with the Company of each regular employee. The Company will advise the Union once each month of changes to the said list.

#### Section 7 - Reinstatement

- (1) It is hereby agreed that, when recalling employees, all employees shall be notified in the following manner:
  - (a) Delivery of notice either orally or by letter by a Company representative.
  - (b) Local or long-distance telephone communication.
  - (c) Registered letter or telegram.

In the case of (a) such or all notices hall be confirmed by a written notice showing date delivered, and the date and time the employee is to return to work.

In the case of (b) such telephone communication shall be confirmed the same day by registered letter and shall set out the date and time the employee is to return to work.

In the case of (c) which shall be used where it is impossible to use (a) or (b) above, a period of up to seven (7) days within which the employee is to return to work will be allowed, provided the employee replies within ninety-six (96) hours of the sending of the letter or telegram in the affirmative.

- (2) The employee must reply to the call to work within ninety-six (96) hours of the sending of the call to work as in (1) and appear for work at the specified date.
- (3) All recalls shall be in accordance with the employee's seniority rights, competency considered.

- (4) It is agreed that all employees shall, upon returning to employment within the required number of days of being notified by the Company, retain all seniority rights.
- (5) It shall be the employee's responsibility to keep the Company informed of his or her address during lay-off.

### Section 8 - Absence without Leave

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

# Section 9 - Supervisor's Return To Bargaining Unit

- (a) In any case where an employee has been transferred by the Company to a supervisory position and at a later date ceases to be a supervisory worker and the Company desires to retain his services, it is hereby agreed that reinstatement can be made within the bargaining unit, provided, however, that supervisory workers reinstated in the bargaining unit must return to a base ratejob. Employees transferred to a supervisory position shall have their seniority frozen at the date of transfer.
- (b) The above paragraph (a) shall not apply to temporary transfers of thirty (30) days or less for employees filling in for vacations, etc.

The thirty (30) days may be extended by mutual agreement between Management and the Local Plant Committee.

# Section 10: Retention During Lav-off

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

- (a) Employees with less than one (1) year's service shall 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 six (6) months.
- (c) A laid-off employee's seniority retention is reinstated on the completion of one (1) day's work.

### Section 11 - Spare Board Employees

It is agreed that spare board employees will have preference over casual employees. Spare board 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 can not be readily contacted or where the employee has already worked on shift in the twenty-four (24) hour period. There shall be one (1) spare board for the O.S.B. mill.

# **ARTICLE IX - LEAVE OF ABSENCE**

### Section 1 - Injury and Illness

The Company will grant leave of absence to employees suffering injury or illness. In the case of illness or injury the Employer shall have the right to request a certificate from a qualified medical practitioner.

### Section 2 - Written Permission

Any employee desiring leave of absence must obtain same in writing from the Company.

### cti :

- (a) The Company will grant leave of absence to employees who are appointed or elected to Union position for their term of employment with the Union. The employee who obtains this leave of absence shall return to his Company within thirty (30) calendar days after the completion of his term of employment with the Union.
- (b) The Company will grant leave of absence to employees who are elected as representatives to attend Union meetingsand Union conventions or as members of any negotiating committee of the I.W.A. CANADA in order that they may carry out their duties on behalf of the Union

### Section 4 - Local Union Advised

Any leave of absence granted to an employee for reasons other than those set out in Sections 1 and 3, a copy of such leave shall be forwarded to the Local Union.

# Section 5 - Bereavement Leave

(a) When death occurs to a member of a full-time employee's immediate family, the employee will be granted an appropriate leave of absence for which he shall be compensated at his regular straight time hourly rate of pay for three (3) regular work shifts.



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

# Section 6 - Jury or Witness 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 on which he would normally have worked will be reimbursed by the Company for the difference between the pay received for Jury Duty and his regular straight time hourly rate of pay for his regularly scheduled hours of work.
- (b) Hours paid for Jury Duty will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays.

# Section 7 - Compassionate, Educational, etc. I eave

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

(a) That the employees 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) That the Company shall grant such leave where a bona fide reason is advanced by the applicant, or may postpone leave for educational or training purposes where a suitable replacement is not available.
- (d) That the Company will consult with the Shop Committee in respectof any application for leave under this section.

#### Section 8 - Maternity Leave

The Company will grant a reasonable period of extended maternity leave without pay to female employees where there is a valid reason.

### Section 9 - Paternity Leave

The Company will grant a three (3)day unpaid paternity leave to employees on the birth or adoption of a child.

#### 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 reasonable be foreseen.

- (b) Employeeselected 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 sewed intermittently, shall give the Company reasonable notice for absences from work for conducting Municipal business.
- (c) The employee who obtains this leave of absence shall return to his/her Company within thirty (30) calendar days after completion of public office.

# **ARTICLE X - VACATIONS WITH PAY**

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

### Section 1 - Two Weeks Vacation

Employees with one (1) to two (2) years continuous service shall receive two (2) weeks vacation with pay based upon six per cent (6%) of total earnings.

# Section 2 - Three Weeks Vacation

Employees with two (2) or more years continuous service shall receive three (3) weeks vacation with pay based upon eight per cent (8%) of total earnings.

# Section 3 - Four Weeks Vacation

Employeeswith seven (7) or more years continuousservice shall receive four (4) weeks vacation with pay based upon nine percent (9%) of total earnings.

Employees with fifteen (15) or more years continuous service shall receive five (5) weeks vacation with pay based on eleven percent (11%) of total earnings.

### Section 5 - Termination Calculation

An employee who leaves the Company for any reason whatsoever shall receive vacation pay at the appropriate percentage of the wages earned during the period of entitlement in accordance with the employee's years of service as provided in Sections 1, 2, 3 and 4.

### Section 6 - Days Considered For Determining Vacations

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 six (6) months, provided the employee returns to his employment.
- b) Absence due to illness up to a period of three (3) months, provided that the employee returns to his employment.
- c) Absence due to bereavement leave.
- d) Absence due to time served on jury duty.

#### ection 7

acation pay will be paid on separate direct deposits.

#### Section 8

Income tax, U.I.C. and C.P.P. will be deducted on each pay period on vacation pay earned.

# **ARTICLE XI - STATUTORY HOLIDAYS**

#### Section 1 - Statutory Holidays

The following days shall be observed as paid holidays:

New Year's Day
Good Friday
Dominion Day
Labour Day
Family Day

Remembrance Day
Christmas Day
Victoria Day
Family Day

Thanksgiving Day
Remembrance Day
Christmas Day
Victoria Day
Boxing Day

The observance of the above holidays may be made on other days other than calendar date when so proclaimed by Province of Alberta proclamation or upon mutual agreement between the Company and the Union. An employee shall be entitled to payment for any of the above holidays provided that the employee qualifies as outlined in Section 3.

### Section 2 - Overtime for Statutory Holidays

All time worked on a holiday as specified in Section 1 of this Article, shall be paid at time and one-half (1-1/2) the employee's regular rate in addition to pay for the full holiday at the employee's regular rate of pay if he qualifies.

# Section 3 - Qualifying Conditions

(a) An employee, to qualify for statutory holiday pay, must comply with each of the following conditions:

- 1. Must have worked thirty (30) days or more in the preceding twelve (12) months.
- Have worked his last regularly scheduled work day before, and his first regularly scheduled work day after the holiday, unless his absence is due to illness, compensable occupational injury or is otherwise authorized by the Employer.
- 3. Notwithstanding (2) above, the employee must have worked one day before and one day after the holiday, both of which must fall within a period of sixty (60) calendar days.
- (b) Inthecaseofinjuryorillnessin (2) above, the Employer shall have the right to request a medical certificate.
- (c) It is agreed that casual employees shall not qualify for Statutory Holiday Pay.

#### Section 4 - Personal Floating Holidays

- (a) In addition to the Statutory Holidays as outlined in Article XI, each regular employee shall be entitled to one (1) Personal Floating Holidays in each contract year. The pay for the employees' personal floating holiday will be the rate of his posted position for his regular work schedule.
- (b) 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.

- (c) 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.
- (d) Requests for Personal Floating Holiday must be submitted at least seven (7) days in advance and Managementshall confirm the status of the employee's request forty-eight (48) hours prior to the requested day off.
- (e) Casual employees do not qualify for Personal Floating Holidays.
- (f) If an employee is required to work on his Personal Floating Holiday after a definite date has been designated for such holiday, the employee shall be paid overtime for such work at the rate of time and onehalf (1-1/2). The employee will then be entitled to take the holiday with pay at a later date to be mutually agreed upon.
- (g) Once a definite date has been designated as a Floating Holiday, the employee must have worked the last regularly scheduled work day before and his first regularly scheduledwork day after the Personal Floating Holiday unless his absence is due to illness, compensable occupational injury or is otherwise authorized by the Employer.
- (h) If the Personal Floating Holiday is not taken by the end of the contract year it will be paid for without time off.

# **ARTICLE XII - SAFETY AND HEALTH**

### Section 1 - Recognition of Importance

- (a) It is the policy of the Employer and the Union to cooperate in maintainingan effective accident prevention and occupational health program. It is recognized that an effective accident prevention program depends on the co-operation and effort of both parties.
- (b) Employees will not be expected to operate with unsafe equipment or unsafe working conditions. Supervisors and employees are expected to report immediately any unsafe equipment or conditions.

#### Section 2 - Accident Prevention Committee

- (a) The Managementshall maintain an Accident Prevention Committee consisting of not more than twelve (12) members nor less than eight (8) members.
- (b) Such Accident Prevention Committee shall consist of an equal number or representatives of the Employer and of the employees. Employee representatives will be elected by a vote supervised by the Union.
- (c) Employee representatives shall be regular employees in the operation other than probationary employees.
- (d) There shall be an accident prevention committee for the O.S.B. Mill.

### Section 3 - Duties of Accident Prevention Committee

The general duties of the Accident Prevention Committee shall be as directed by the regulations made pursuant to the Occupational Health and Safety Act.

### Section 4 - Pay for Meetings

The Company will pay straight time rates for the actual time spent in attending safety meetings outside of working hours.

### Section 5 - Meetings During Working Hours

Where safety meetings are held during working hours with the consent of the Employer, employees' time will not be deducted for attending such meetings or investigations into accidents.

#### Section 6 - Fatal Accidents

In the case of a fatal accident, the Accident Prevention Committee in the operation shall, within forty-eight (48) hours, conduct an investigation into such fatal accident.

### Section 7 - Proximity of Fatal Accident

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

# Section 8 - Investigation of an Accident

An accident resulting in medical aid will be investigated by an equal number from Union and Management, as soon as is possible after the occurrence of such an accident. All newly hired employees will be given a complete tour of the mill site, at which time they will be made aware of any obvious safety and health hazards they may encounter while at work

# **ARTICLE XIII - GRIEVANCE PROCEDURE**

In the event a grievance should arise concerning any difference between the Parties or persons bound by this Agreement regarding the interpretation, application, operation, administration or any alleged violation of this Agreement it shall be dealt with in the following manner, without stoppage of work.

Without restricting the generalities of the foregoing it is specifically agreed that an employee has the right to commence a grievance alleging that discharge or other disciplinary action taken against him was without just cause.

- 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 the grievor when the same employee and Plant Committee shall take up the Grievance with the Plant Superintendent. If desired, the Union Business Agent shall accompany the Committee.

- Step 3 If the grievance is not then satisfactorily solved, it shall be referred to the Local Union and the Management.
- Step 4 If a satisfactory settlement is not then reached, it shall be dealt with by arbitration as hereinafter provided.

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.

Where the Union or the Company choose to submit a grievance, the grievance would be initiated at Step 3 of the Grievance Procedure.

# **ARTICLE XIV - ARBITRATION**

- (a) If the Parties are unable to resolve the difference through the grievance procedure, either party may notify the other, in writing, of it's desire to submit the difference to arbitration.
- (b) The notice referred to in clause (a) shall contain a brief statement of the difference and specify a name or list of names of the person or persons it is willing to accept as single arbitrator.
- (c) On receipts of a notice referred to in clause (b), the party receiving the notice:

- If it accepts the person or one (1) of the persons suggested to act asarbitrator shall, within fourteen (14) days, notify the other party accordingly and the difference shall be submitted to the arbitrator, or:
- (ii) If it does not accept any of the persons suggested by the party sending the notice shall within fourteen (14) days, notify the other party accordingly and send the name or a list of names of the person or personsit is willingto accept as the single arbitrator.
- (d) If the parties are unable to agree on a person to act as the singlearbitratoreither party may request the Minister of Labourfor the Province of Alberta to appoint a single arbitrator.
- (e) The arbitratorshall inquire into the difference and issue an award in writing and the award is final and binding on the parties and on every employee affected by it.
- (f) Each party will bear in equal proportion the expenses and allowances of the arbitrator.
- (g) In the case of an employee who has been discharged or otherwise disciplined, if the arbitrator finds that there was no cause for such discharge or discipline, such employee shall be reinstated with full back pay and all other rights and privileges preserved under this Agreement, provided always that if it is shown to the Arbitrator that the employee has been in receipt of wages during the period between discharge or suspension and reinstatement, or date of failure to rehire and rehiring, the amount so received shall be deductedfrom wages payableby the Company pursuant to this section.

# **ARTICLE XV - HEALTH AND WELFARE**

## Section 1 - General Provisions

- 1. Participation in the plans is to be a condition of employment.
- Eligibility in the above plans shall be the first day of the month following the date of completion of the probationary period.

#### Section 2 - Medical Coverage

- (a) Alberta Health Care insurance shall be provided by the Company.
- (b) The Company will continue to provide the current medi-pack benefit plan.
- (c) Coverage will be provided for spouse and eligible dependent of employees.
- (d) The cost of providing medical coverage will be borne by the Company.

# Section 3 - Insurance Coverage

1. Group Life Insurance for each qualified employee is:

Effective August 16, 1995 - Employee - \$65,000

Effective April 1, 1996 - Employee - \$70,000

Employee's Spouse - \$10,000

Eligible Dependents - \$5,000

Accidental Death and Dismemberment Insurance for each qualified employee is:

Effective August 16, 1995 - \$65,000.

Effective April 1, 1996 - \$70,000.

Premium cost of providing the above insurance coverage under this section will be paid by the Company.

# Section 4 - Dental Plan

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

- Basic dental services (Plan 1) Plan pays 100% of approved schedule of fees.
- Endodontics, periodontics and major surgery (Plan 2)plan pays 100% of approved schedule of fees.
- Prosthetics, crowns and bridges (Plan 3) Plan pays for 50% of approved schedule of fees.
- The limit under plan 1, 2 and 3 combined is \$1,500.00 perperson covered pertwelve (12) consecutive months.
- 5. Orthodontic for eligible children (Plan 4) Plan pays 50% of approved schedule of fees (lifetime maximum \$2,000.00) for each dependent child.
- Premium cost of providing coverage under this section will be paid by the Company.

#### Section 5 - Coverage After I avon

In the event of a layoff, employees will receive medical, dental and life insurance coverage as follows:

Coverage for employees with more than three (3) months of seniority but less than one (1) year of seniority will be three (3) months.

Coverage for employees with one (1) or more years of seniority will be six (6) months.

# Section 6 - Weekly Indemnity

(a) Effective on the 1st & the month following ratification, Weekly Indemnityfor each qualified employee which is payable for fifty-two (52) weeks. The payment rate will be the maximum Unemployment Insurance Commission rate for that calendaryear, Weekly Indemnity payments, are payable from the first day in the case of an accident, from the first day in the case of hospitalization. Payments for sickness will begin on the fourth day.

Further, the Insurance Company will be advised that disabilities caused by self-inflicted bodily injury or sickness will not be excluded from coverage under the Weekly Indemnity Plan.

- (b) The cost of premiums for this coverage to be paid one hundred percent (100%) by the Company.
- (c) Participation in the plan is to be a condition of employment.

# Section 7 - Long Term Disability Insurance

- (a) The Company will provide a long term disability plan based on fifty percent (50%) of an employee's normal annual earnings, lessoffsets, from the date of expiration of weekly indemnity coverage to age sixty-five (65). "Normal annual earnings" is defined as an employee's regular straight time hourly rate multiplied by 2,080 hours.
- (b) The premium cost of the plan will be shared equally by the employee and the Company.
- (c) Participation in the Plan is to be a condition of employment.

## Section 8 - Vision Care

- The Company will provide safety glasses to all permanent employees who require corrective lenses. Safety glasses will be repaired or replaced by the Company as required.
- 2. Effective April 1, 1995, a vision care program will be implemented. The program will pay up to a maximum of one hundred, fifty dollars (\$150.00) for each employee and each eligible dependent in any twenty-four (24) month period and once per twelve (12) months for eligible dependents fourteen (14) years of age or younger with a prescription change.

Effective April 1, 1997, the maximum payable will increase to one hundred, seventy-five (\$175.00) (above).

The premium cost of providing this benefit will be paid by the Company.

#### Section 9 - Pension Plan

Effective April 1, 1995, the Company will implement a Pension Plan. The plan will encompass the following principles.

- 1. Defined Benefit Pension Plan.
- One hundred percent (100%) Company funded.
- **3.** The plan will have a benefit of thirty-six dollars (\$36.00) per month per year of service.
- The plan will have a joint administrative board and will be modeled after the existing Drayton Valley I.W.A. - Weyerhaeuser retirement plan.

## **ARTICLE XVI - TECHNOLOGICAL CHANGE**

## Section 1 - Advance Notification

The Company shall notify the Shop Committee and the Union not less than three (3) months in advance of intent to institute material changes in working methods or facilities which would involve the discharge or laying off of employees.

# Section 2 - Severance Pay

Employees discharged, laid off or displaced from their regularjob because of mechanization, technological change or automation shall be entitled to severance pay of one (1) week's pay for each year of service with the Company. The amount calculated under such entitlement shall not exceed a maximum of thirty (30) weeks' pay. This Section shall not apply to employees covered by Section 3 (b) below.

# Section 3 - Adjusted Rate Pay

- (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 regularjob 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 regularjob at the time of the setback and the rate of his/her new regularjob. At the end of this six (6) month period the rate of his/her new regularjob will apply. However, such employee will have the option of terminating his/her employment and accepting severance pay asoutlined in Section 2 above, 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 paidjob because of an application of automationhe/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 regularjob at the time of the setbackand the rate of his/her new regular job. At the end of the six (6) month period the rate of his/her new regularjob will apply.

# **ARTICLE XVII - APPRENTICESHIPAGREEMENT**

### Section 1 - Apprenticeship Agreement

#### PURPOSE

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

 As at the ratification of this Agreement, the parties agree to remove the current wording of Article XVII -Apprenticeship Agreement, and utilize the B.C. Southern Interior Apprenticeship selection process to administer future apprenticeships in the Slave Lake Operations of Weyerhaeuser Canada Ltd.

# ARTICLE XVIII - PERMANENT PARTIAL OR PERMANENT CLOSURES

# Section 1 - Notice of Closure

The Company agrees that employees affected by a permanent partial or permanent closure of the Company's operation shall be given sixty (60) calendar days notice of closure.

## Section 2 - Severance Pay

In the event of a permanent or partial closure, employees will be provided with severance pay equal to one (1) weeks pay for each year of continuous service with Weyerhaeuser Canada Ltd. - Slave Lake Operations.

# ARTICLE XIX - SAFETY EQUIPMENT

## Section 1 • Equipment Replacement

The Company shall provide and replace the following articles of equipment when they are presented worn or damaged beyond repair by an employee at no cost to the employee.

- 1. Aprons (for grinding room employees)
- 2. Hard Hats and Liners
- Dust Protection (disposable)
- 4. Eye Protection
- 5. Ear Protection (disposable)
- Gloves
- Bucking pants for the yard crew
- 8. Leather aprons for graders

# Section 2 - Coveralls

- (a) The Company shall make coveralls available to employees handling resins and similar substances.
- (b) The Company shall provide coveralls to tradesmen and oilers. Coveralls will be replaced when they are presented worn or damaged beyond repair.

## Section 3 - Safety Footwear

The Company will provide the following subsidies per calendaryear for the cost of approved safety footwear. This subsidy will apply once per contract year. Payment will be made when an appropriate receipt is presented to the Company.

Effective April 1, 1995 - \$85.00 Effective April 1, 1996 - \$90.00 Effective April 1, 1997 - \$95.00

# **ARTICLE XX - GENERAL PROVISIONS**

### Section 1- Access Permission

Official Union representatives shall obtain access to the plant for purpose of this Agreement under such reasonable terms and conditions as may be mutually agreed to between the Local Union and the Company.

#### Section 2 - Lockouts

The Company agrees that it will not cause or direct any lockouts of its employees during the life of this Agreement. In like manner, the Union agrees that no employee shall cause or take part in any sit-down, slow down, strike or stoppage or work during the life of this Agreement.

### Section 3 - Contract Booklets

The Company and the Union desire that each employee be familiar with the provisions of the Agreement and his rights and duties under it. For this reason, the Union will have the Agreement printed in booklet form and the Management will give a copy to each employee. The cost of such printing to be shared equally by the Company and the Union.

### Section 4 - Establishing Rates for New Jobs

Where new machinery is installed that materially affects the conditions of work of the employee concerned, or a new category is created, the Union will benotified and negotiations commenced to determine the wage rate to be paid to the employee affected, provided that the Company shall have the right to establish a rate to be paid until the regular job rate is agreed upon.

# ARTICLE XXI-EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

The Parties agree to establish a joint committee, consisting of four (4) members from the I.W.A. and four (4) members from the Company, to study and implementa employee and Family Assistance Program.



# **ARTICLE XXII - DURATION OF AGREEMENT**

The Parties mutually agree that this Agreement shall be effective on and after the 1st day of April, 1995, to and including March 31st, 1998.

SIGNED THIS FIRST DAY OF APRIL, 1995.

WEYERHAEUSER CANADA I.W.A. CANADA, Local 1-207 (Slave Lake) (Edmonton, Alberta)

Alberta Division

# SCHEDULE "A" WAGE SCALE

	Effective Effective Aug. 16/95 April 1/	
Base Rate, General La Operator, Clean Up	bour, Scale \$ 14.94	4 \$ 15.55
Green End Operator	\$ 18.00 \$ 18.36	\$ 18.73
<b>Chipper Operator</b>	\$ 18.00 \$ 18.36	\$ 18.55
Strapper & Forklift Operators	\$ 18.00 \$ 18.36	\$ \$ 18.73
Grinding Room Operator	\$ 18.00 \$ 18.36	s \$ 18.73
Production Operator	\$ 18.00 \$ 18.36	5 \$ 18.73
Shipping/Receiving Clerk	\$ 18.00 \$ 18.36	6 <b>\$</b> 18.73
Shipper	\$ 18.51 \$ 18.88	\$ 19.26
Sawline Operator	\$ 18.77 \$ 19.15	\$ 19.53
Mobile Equipment Operator - Slasher, Komatsu/Dump/Truck - 228/980/235/245		
- 950/330/D6 Cat/300	\$ 18.77 \$ 19.15	\$ 19.53
Oiler	\$ 19.53 \$ 19.92	\$ 20.32

	Effective Aug. 16/95	Effective April 1/96	Effective April 1/97
Day Engineer (Maintenance)	\$ 21.83	\$ 22.56	\$ 23.01
Tradesman (Effective October 1, 19	\$ 21.83 995)\$22.12	\$ 22.56	\$ 23.01
Apprentice 4th Year 90% of trades rate (Effective October 1, 19	\$ 19.65 995) \$19.91	\$ 20.30	\$ 20.71
Apprentice 3rd Year 80% of trades rate (Effective October 1, 19	\$ 17.46 995) \$17.70	\$ 18.05	\$ 18.41
Apprentice 2nd Year 70% of trades rate (Effective October 1, 19	\$ 15.28 995) \$15.48	\$ 15.79	\$ 16.11
Apprentice 1st Year 60% of trades rate	\$ 14.94	\$ 15.24	\$ 15.55
Student Rate 75% of base rate	\$ 11.21	\$ 11.43	\$ 11.66

Lead Hands Rate plus \$.50

# LETTER OF UNDERSTANDING

#### between

# WEYERHAEUSER CANADA LTD. SLAVE LAKE DIVISION ALBERTA DIVISION

and

I.W.A. CANADA, LOCAL 1-207

**RE: LOCKERS** 

The Company agrees to provide individual lockers for each full-time employee at Slave Lake.

SIGNED THIS FIRST DAY OF APRIL, 1995.

WEYERHAEUSER CANAD LTD. (Slave Lake) Alberta Division	A I.W.A. CANADA, Local 1-207 (Edmonton, Alberta)

#### LETTER OF UNDERSTANDING

#### between

# WEYERHAEUSER CANADALTD. SLAVE LAKE, ALBERTA

#### and

# I.W.A. CANADA, LOCAL 1-207 EDMONTON, ALBERTA

**RE: DOWN TIME** 

The mill, subject to economic conditions, may have to take down time for up to one hundred, twenty (120) days in any operating year.

Other than a complete closure of the mill the notice for shut down shall be thirty (30) days if possible but not less than fourteen (14) calendar days.

SIGNED THIS FIRST DAY OF APRIL, 1995.

WEYERHAEUSER CANADA LTD. (Slave Lake) Alberta Division	I.W.A. CANADA, Local 1•207 (Edmonton, Alberta)

# RETURN TO WORK AGREEMENT OCTOBER 2, 1992

#### between

WEYERHAEUSER CANADA LTD.
SLAVE LAKE, ALBERTA
(hereinafter referred to as the "Company" of the
FIRST PART)

#### and

# I.W.A. CANADA, LOCAL 1-207 (hereinafter referred to as the "Union" of the SECOND PART)

The partiessignatory hereto agree to comply with the following conditions which supersede the provisions of the Collective Agreement signed by them on April 1, 1992, in order to provide for an early and orderly return to work following the closure of the plant on the 30th day of April, 1991.

- The Company will work with the Union to establish a recall list of employees,
- 2. Employees will be recalled to work by telephone. In the eventthatany employeecannot be reached by telephone, then the Company shall send a telegram to the employee atthelastregistered address that the Union has provided to the Company for that employee. An employee who does not return to work within five (5) working days of the return date specified in the telephone call or telegram and who does no have a satisfactory excuse to the Company will be deemed to have, and will in fact have, terminated his employment with the Company.

- Employees will be recalled to work as required in order of seniority within the applicable department, subject to the requirement that the employee must be able to fully perform immediately the work available.
- Recall of employees will begin no later than seven (7) calendar days from the date that the Company has commissioned the plant for operation.
- Benefitsprovidedunder the CollectiveAgreement shall become available to the employee only upon his return to work.
- 6. In determining continuous service under the Vacation With Pay provisions of the Collective Agreement, the Company shall include service from the date of hire of the employee by Weldwood of Canada Limited (Alberta Weldstrand Division) at its O.S.B. Plant near Slave Lake until the 31st day of January, 1993. While the time between that date and the return to work by the employee shall not be included as continuous service the Company agrees that continuous service for any employee shall not be deemed to have been broken by this later time period.

SIGNED THIS FIRST DAY OF APRIL, 1992.

WEYERHAEUSER CANADA LTD. (Slave Lake) Alberta Division	I.W.A. CANADA, Local <b>1-207</b> (Edmonton, Alberta)

# **Gain Share Program**

The Company will be introducing a new gain sharing program that can pay up to two dollars (\$2.00) per hour in addition to other wages. This program will take effect on January 1, 1996, and at that time the existing Performance Incentive Plan will cease. A review of this program will be conducted with employees prior to the program taking effect. The Company is guaranteeing a minimum payout of one hundred, twenty-five dollars (\$125.00) per year quarter to a maximum guaranteed calendar year payout of five hundred dollars (\$500.00) for 1996 and 1997.

SIGNED THIS 16th, DAY OF AUGUST, 1995.

WEYERHAEUSER CANADA LTD. (Slave Lake) Alberta Division	I.W.A. CANADA, Local 1-207 (Edmonton, Alberta)

