### AGREEMENT

### THIS AGREEMENT entered into this First day of April, 2002.

#### between

## WEYERHAEUSER COMPANY LIMITED 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

The intent and purpose of this Agreement is to promote and continuously improve industrial and economic relationships between the Union, Employees and the Company, and to set forth herein the basic Agreement between the Parties.

The Parties recognize and accept the responsibility to observe each and all provisions and conditions of the Agreement and to promote orderly and peaceful relations with each other.

The Parties further recognize that both employee and business success can be optimized through building an organization that promotes the principles of Work System Improvement. Accordingly the Parties accept responsibility to support the following principles.

- 1. Respect for the capability of all employees
- 2. Common objectives
- 3. Managing by principles
- 4. Results orientation and focus
- 5. Goal setting/problem solving
- 6. Team concept
- 7. Skill/Contribution based rewards
- 8. Multi-skilled/total task concept
- 9. Informed people
- 10. Self-assessment and renewal

Supportive of the above, both Parties hereto mutually agree as follows:

## **ARTICLE 1 - 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 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.

### 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

Either party desiring to amend this 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 2 - 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 3 - UNION SECURITY**

## Section 1 - Co-operation

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

Notwithstanding anything contained 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

The Company shall require all new employees at the time of hiring to execute the following (a) assignment of wages in duplicate, the forms to be supplied by the Union.

## I.W.A. - CANADA

## CHECK-OFF

(Please Print)			
Starting Date		, 20	
Name of Employer			
Name of Employee			
Operation			
Address			
Postal Code			
Phone			
Are you a member of I.W.A.?			
In what I.W.A. operation were y	ou last employed	Local No.	

I HEREBY AUTHORIZE AND INSTRUCT YOU TO DEDUCT FROM MY WAGES AND REMIT TO LOCAL 1-\_\_\_\_\_ THE FOLLOWING IN PAYMENT OF THE AMOUNTS SET OUT BELOW:

1. Union Initiation Fees in the amount of <u>\$</u>

2.

Union Back Dues in the amount of \$\_\_\_\_\_\_ Union Dues \$\_\_\_\_\_\_per month. Commencing\_\_\_\_\_\_ 20 3.

Union assessments in the amount and at the time stated in notice received by you from the Local 4. Union designated above.

Clock No.\_\_\_\_\_

**Application for Membership** 

I hereby request and accept membership in the I.W.A.-CANADA, Local 1-207, 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 monies paid.

Signature of applicant Employee\_

## (Duplicate copy to be forwarded to Local Union Office)

- (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 4 - 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 Health and Safety Committee.

## ARTICLE 5 - WAGES

### Section 1 - Rates

(a) The new hire rate shall be as follows:

Effective April 1, 2002 -	\$ 18.717000
Effective April 1, 2003 -	\$ 19.091340
Effective April 1, 2004 -	\$ 19.473167

- (b) The wage scale shall be as per schedule A.
- (c) The Company will pay the cost of training and retraining for Advanced First Aid Certificates including lost time wages.
  - (i) Employees who are members of the Emergency Response Team (requires the holding of a valid Advanced First Aid Certificate and other qualifications) shall receive fifty cents (\$.50) per hour plus their occupational rate of pay.
  - Employees who are designated as Designated First Aid Attendants (requires the holding of a valid Advanced First Aid Certificate and other qualifications) shall receive twenty-five cents (\$.25) per hour plus their occupational rate of pay.
  - (iii) All other employees holding valid Industrial Advanced or Standard First Aid Certificates shall receive ten cents (\$.10) per hour plus their occupational rate of pay.

### Section 2 - Rest Periods

- (a) Employees will have a lunch period 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.

### 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 General 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 - Pay for Meetings

Time spent in Company meetings, including Company scheduled training, will be considered time worked and subject to provisions of Article 5 - Wages, including overtime where applicable.

## **ARTICLE 6 - PAY DAY AND PAY STATEMENTS**

### Section 1 - Pay Cheque Disposition

The Company agrees to pay all employees through direct deposit banking. 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 an itemized statement of earnings and deductions will be mailed to the employee's address.

# **ARTICLE 7 - 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) Rate and one-half shall be paid for work performed on scheduled rest days. 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 Employer and 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 General Holiday will be considered as a regularly scheduled day. When a General Holiday falls on a normal scheduled day off, those hours paid will not count towards the work week for overtime entitlement purposes.

(f) Rate and one-half (1 1/2) shall be paid for work performed on scheduled rest days. This clause shall not apply when a change is made at the request of the employee.

## 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 Meal Allowance

If an employee is required to work (2) two hours or more of unscheduled overtime immediately following his shift he will be provided with a meal allowance of twelve dollars (\$12.00) and time for a meal to be consumed by the employee on Company time. The meal allowance will be paid to the employee on the next direct deposit for the applicable pay period.

### 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 working a twelve (12) hour shift shall receive a one half (1/2) hour paid lunch break within a two (2) hour time period from the middle of their shift.

Employees who are working a shift which is less than twelve (12) hours shall receive a one half (1/2) hour unpaid lunch break within a two (2) hour time period from the middle of their shift.

### Section 8 - Shift Exchange

The Company agrees 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 8 - 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 in Work Groups and for designated Skill Blocks will be posted for a period of eight
(8) days, inviting applications, and will be filled according to the criteria identified within the Work System Improvement Agreement.

Applications will need to be made on the forms provided to be accepted.

- (b) In the Skill Based pay system employees will not be reduced to a lower Pay level unless, they choose to relinquish skill and associated responsibilities or they fail to maintain and use skills at a Pay Level. Management has the responsibility to ensure that employees are provided the opportunity to maintain skills within their career path. Rotations will be used as appropriate to maintain skills.
- (c) An employee posting to another Work Group or Designated Skill Block is not viewed as an employee choosing to relinquish skills and associated responsibilities, provided they continue to maintain and use skills they have developed while they are transitioning into the new career path.

- (d) The successful applicant posting to a Work Group or Designated Skill Block will begin training as soon as practical thereafter. In the event that it will take longer than sixteen (16) days to begin training, the employee and plant committee will be advised when the training will begin.
- (e) Employees must qualify within the applicable time periods shown in the Work System Agreement. If they fail to qualify within the applicable time period to any Pay Level they will stay at the Pay Level they are qualified to, provided they continue to maintain and use the skills required at the Pay Level.
- (f) Postings that occur when an employee is on an approved leave of absence, vacation, or illness may apply for the posting through a designated representative on the Plant Committee. It is the responsibility of the employee to inform the Plant Committee designate of their desire to post in writing. In the event an employee posts through this process, and they meet the necessary criteria for the posting, then the posting will be held for the employee until they return.

## Section 3 - New Hire Employees

Newly hired employees must qualify within their Skill Block to Pay Level I (Pay Level VI for new hire Trades Career Pathed employees) within the time limits specified in order to continue as an employee,. If at any time during this training and qualification period an employee's performance has given cause to believe that they will not meet the qualification requirements then management may terminate their employment.

Prior to reaching the decision the facts surrounding the decision will be reviewed with the Union. In the event that both the Union and the employee disagree with the decision, then the matter may be referred to arbitration. For the arbitrator to reinstate the employee, the Union must prove that management's action towards the employee prevented qualification within the specified time requirements.

### 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 they cannot remain in their posted work group he/she may elect whether or not to apply his/her seniority to move to another work group or accept a lay-off until work within their work group 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 them 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 oral notice shall 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 their 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 basic rate. 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 Lay-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 year's 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 9 - 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.

### Section 3 - Union Business

- (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 meetings and 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 of employee, grandparents, grandchildren, sons-in-law, daughters-in-law, stepchildren, brothersin-law, sisters-in-law and grandparents-in-law.
- (c) Compensable hours under the terms of this Section will be counted as hours worked 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. Leave

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 respect of any application for leave under this section.

### Section 8 – Maternity/Parental/Adoption Leave

(a) Upon request the Company shall grant a maternity/parental leave. A birth mother will be able to take up to fifty-two (52) weeks leave made up of fifteen (15) weeks maternity leave and thirtyseven (37) weeks of parental leave. Fathers and/or adoptive parents are also eligible for thirty-seven (37) weeks of parental leave. Adoptive parents can take parental leave when they adopt a child under the age of eighteen (18). If both parents are employees, the thirty-seven (37) weeks of parental leave may be taken entirely by one of the parents or can be shared between the mother and father.

(b) The Company shall continue the benefit plan coverage during the period of maternity leave.

## 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) 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.

# ARTICLE 10 - VACATIONS WITH PAY

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

The annual vacation period follows the calendar year, January 1 to December 31.

Employees with one (1) but less than five (5) years of service are required to take two (2) weeks of vacation in each vacation period.

Employees with five (5) or more years of service are required to take three (3) weeks of vacation in each vacation period.

For the above required vacation time, vacation pay shall be paid to an employee on the employee's next scheduled pay day. This vacation payment will be forty (40) hours of pay at the employee's posted rate

at the time the vacation is taken. Where this payment is an advance and not yet earned vacation pay, the employee will be required to repay any unearned balance if they leave the Company.

For the remaining annual vacation pay, owed above that already provided, payment will be made on the employee's first pay day in December.

### 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

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

### Section 4 - Five Weeks Vacation

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 - Six Weeks Vacation

Employees with twenty -four (24) or more years continuous service shall receive six (6) weeks vacation with pay based on thirteen percent (13%) of total earnings.

### Section 6 - Seven Weeks Vacation

Employees with thirty (30) or more years continuous service shall receive seven (7) weeks vacation with pay based on fifteen percent (15%) of total earnings.

### Section 7 - 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, 4, 5 and 6.

## Section 8 - 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 one (1) year, provided the employee returns to their employment.
- (b) Absence due to illness up to a period of one (1) year, provided that the employee returns to their employment.
- (c) Absence due to bereavement leave.
- (d) Absence due to time served on jury duty.
- (e) Any other absence duly approved by the Employer in writing shall be credited towards entitlement for annual vacation, but time spent on such leave of absence shall not be counted in computing vacation pay.

## Section 9 - Vacation Pay

Vacation pay will be paid on a regular direct deposit pay cheque.

Section 10 – Continuous Service

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.

## **ARTICLE 11 - GENERAL HOLIDAYS**

### Section 1 - General Holidays

The following days shall be observed as paid holidays:

New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Dominion Day	Christmas Day
Labour Day	Victoria Day
Family 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 General 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 general 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.
  - 2. 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) In the case of injury or illness in (2) above, the Employer shall have the right to request a medical certificate.
- (c) It is agreed that casual employees shall not qualify for General Holiday Pay.

## Section 4 - Personal Floating Holidays

- (a) In addition to the General Holidays as outlined in Article 11, 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 Management shall 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 one-half (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 scheduled work 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.

### Section 5 - Additional Floating Holidays

After a regular employee's fifth (5th) anniversary of employment and after each additional year of service, an employee is entitled to one (1) additional floating holiday with pay. The floater can only be taken after each anniversary provided it does not interfere with the operation of the plant. The floater shall be taken as arranged by the Employer with due regard to seniority subject to a minimum of one (1) weeks prior notice. This floater, if not used from one anniversary date to the next anniversary date shall be lost.

If this floater has been scheduled and the Company requires a change of date then the floater may be rescheduled.

## **ARTICLE 12 - SAFETY AND HEALTH**

## Section 1 - Recognition of Importance

- (a) It is the policy of the Employer and the Union to co-operate in maintaining an 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 - Health and Safety Committee

(a) The Management shall maintain a Health and Safety Committee consisting of not more than twelve (12) members nor less than eight (8) members.

- (b) Such Health and Safety 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 a Health and Safety committee for the O.S.B. Mill.

## Section 3 - Duties of Health and Safety Committee

The general duties of the Health and Safety Committee shall be as directed by the regulations made pursuant to the Occupational Health and Safety Act. <u>Section 4 - Pay for Testing and Safety Meetings</u>

The Company will pay for Audiometric or Pulmonary testing during regular work hours at the employees regular rate. For testing on an employees day off one (1) hour will be paid at time and one half  $(1 \ 1/2)$ .

The Company will pay for safety meetings as if they were regular hours worked, including overtime if applicable.

## 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 Health and Safety 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 13 - 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 respective Department Manager. 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 14 - 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:
  - (i) If it accepts the person or one (1) of the persons suggested to act as arbitrator 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 persons it is willing to accept as the single arbitrator.
- (d) If the parties are unable to agree on a person to act as the single arbitrator either party may request the Minister of Labour for the Province of Alberta to appoint a single arbitrator.
- (e) The arbitrator shall 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 deducted from wages payable by the Company pursuant to this section.

## ARTICLE 15 - HEALTH AND WELFARE

## Section 1 - General Provisions

- 1. Participation in the plans is to be a condition of employment.
- 2. Eligibility in the following plans shall be the first day of the month following the date of employment.
- 3. The Company shall provide the Union and each employee with a benefit booklet summarizing the benefits provided.

## 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.
- (e) The Company will provide a direct pay card (plastic card) coverage for prescription drugs.

It is understood that this plastic card coverage would include the use of lower cost generic drugs when applicable and the benefits would be coordinated between employee and spouse where both have prescription drug coverage. With the plastic card coverage, once an employee has enrolled and uses the card, this will occur automatically.

## Section 3 - Insurance Coverage

1. Group Life Insurance for each qualified employee will be two (2) times an employees base annual income (2 x the posted hourly rate x 2080), but not less than \$75,000.

Employee's Spouse -	\$10,000
Eligible Dependents -	\$5,000

Effective June 10, 2003, the Company will provide employees the opportunity to purchase additional voluntary insurance coverage through the insurance carrier as follows:

Group Life Insurance

Employee's Spouse – Up to \$50,000 additional life insurance. Employee's Eligible Dependents – Up to \$25,000 additional life insurance.

Deductions for the cost of the insurance coverage will be deducted from the employee's pay on a bi-weekly basis.

- Accidental Death and Dismemberment Insurance for each qualified employee will be two (2) time an employees base annual income (2 x the posted hourly rate x 2080), but not less than \$75,000.
- 3. 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:

- 1. Basic dental services (Plan 1) Plan pays 100% of approved schedule of fees.
- 2. Endodontics, periodontics and major surgery (Plan 2) plan pays 100% of approved schedule of fees.
- 3. Prosthetics, crowns and bridges (Plan 3) Plan pays for 50% of approved schedule of fees.
- 4. The limit under plan 1, 2 and 3 combined is \$2,000.00 per person covered per twelve (12) consecutive months.
- 5. Orthodontic for eligible children (Plan 4) Plan pays 60% of approved schedule of fees (lifetime maximum \$3,000.00) for each dependent child.
- 6. Premium cost of providing coverage under this section will be paid by the Company.

## Section 5 - Coverage After Layoff

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 of the month following ratification, Weekly Indemnity for each qualified employee which is payable for fifty-two (52) weeks. The payment rate will be the maximum Unemployment Insurance Commission rate for that calendar year. Weekly Indemnity payments, are payable from the first day in the case of an accident, from the first day 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.

Weekly Indemnity coverage will provide benefits of sixty-six and two thirds percent (66 2/3%) of normal weekly straight time earnings or \$447.00 per week, whichever is greater.

In no case, however, shall the amount of benefit payable under this coverage for any given week be less that the amount payable for such week under the Employment Insurance Act. The insurance company will be advised that disability caused by self-inflicted bodily injury or sickness will not be excluded from coverage under the weekly indemnity plan.

Weekly indemnity payments are payable from the first day in the case of an accident, from the first day in the case of hospitalization, and from the first day in the case of laser or out-patient surgery and from the fourth day in the case of illness, for a maximum period of fifty-two (52) weeks.

- (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, less offsets, 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

- 1. The Company will provide safety glasses to all permanent employees who require corrective lenses. The usual and customary cost of eye exams will be paid by the Company when obtaining these corrective lenses. Safety glasses will be repaired or replaced by the Company as required.
- 2. The vision care program will pay up to a maximum of two hundred, fifty dollars (\$250.00), 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.

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

## Section 9 - Pension Plan

The Pension plan will encompass the following principles:

- 1. Defined Benefit Pension Plan.
- 2. One hundred percent (100%) Company funded.
- 3. For employees who terminate employment or retire on or after the ratification date of this Agreement, the Pension Plan will be thirty-eight dollars (\$38.00) per month, per year of service for service prior to January 1, 1993 (past service). For service from January 1, 1993, forward (future service) the Pension Plan will be fifty-seven dollars and fifty cents (\$57.50) per month, per year of service.

When making increases to the pension plan monthly benefit level during future negotiations, it is agreed that the parties will apply increases from January 1, 1993, forward.

- 4. There will be a joint pension board.
- 5. The plan will recognize service prior to January 1, 1995, for the purpose of calculating Credited Service.
- 6. It is agreed that the Company will maintain a differential of three dollars (\$3.00) for all service from the Weyerhaeuser/Slave Lake Employee Pension Plan to the I.W.A. Forest Industry Pension Plan so long as it is the Industry Employers who fund increases to the plan.

## Section 10 – Medical Forms

The Company shall pay up to \$20 per form for each employee, for the completion of medical forms filled out by a doctor when requested by the Company or Insurance Carrier.

## **ARTICLE 16 - 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 regular job because of mechanization, technological change or automation shall be entitled to severance pay equal to seven (7) days pay, based on an eight (8) hours shift, 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 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 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 paid job because of an application of 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 the six (6) month period the rate of his/her new regular job will apply.

## **ARTICLE 17 - APPRENTICESHIP AGREEMENT**

## Section 1 - Apprenticeship Agreement

The parties to this Agreement agree to utilize the B.C. Southern Interior Apprenticeship selection process to administer apprenticeship postings in the Slave Lake operation of Weyerhaeuser Company Limited.

The purpose of this process is to establish an equitable criteria which will give management reasonable assurance that the apprentice, upon completion of his/her indentureship, will become a proficient trades person and to assure the Union and its members that the senior competent applicant, who meets the criteria, will become an apprentice.

While attending vocational school, the Company will pay the apprentice the difference between the subsidy granted by the appropriate government authorities and the regular straight time wages of the employee concerned.

All persons entering any of the trades shall be required to become apprenticed in this trade.

The parties also agree that a Joint Trades Advisory Committee will be established and will be responsible for the administration and monitoring of the selection procedure.

## ARTICLE 18 - 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 seven (7) days pay, based on an eight (8) hours shift, for each year of continuous service and thereafter in increments of completed months of service with Weyerhaeuser Company Limited - Slave Lake Operations.

## **ARTICLE 19 - 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
- 3. Dust Protection (disposable)
- 4. Eye Protection
- 5. Ear Protection (disposable)
- 6. Gloves
- 7. 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 calendar year for the cost of approved safety footwear. This subsidy will apply once per contract year. Payment will be made when an appropriate receipt and the corresponding safety footwear is presented to the Company.

Effective April 1, 2002 - \$140.00

The Company will also provide (and assign) winter safety boots and rubber safety boots to employees where this personal protective equipment is necessary to perform work on a regular basis.

### **ARTICLE 20 - 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 be notified 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.

## Section 5 - Discipline

When an employee is disciplined and the disciplinary measures become part of the employee's personnel file then the employee will have the right to be accompanied by the Job Steward from his/her area, if that Steward is on site. If the employees Job Steward is not available the employee will select another Job Steward or representative who is on site.

## ARTICLE 21 - 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 implement a employee and Family Assistance Program.

## **ARTICLE 22 - DURATION OF AGREEMENT**

The Parties mutually agree that this Agreement shall be effective on and after the 1st day of April, 2002, to and including March 31st, 2005.

SIGNED THIS \_\_\_\_\_ OF \_\_\_\_\_, 2002.

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

# SCHEDULE "A"

# WAGE SCALE

Position	April 1/02	April 1/03	April 1/04
New Hire Rate	18.717000	19.091340	19.473167
Basic Rate	19.533000	19.923660	20.322133
Level I Rate	21.562800	21.778428	21.996212
Level II Rate	22.021800	22.242018	22.464438
Level III Rate	22.491000	22.997048	23.456989
Level IV Rate	23.031600	23.549811	24.020807
Level V Rate	24.418800	24.907176	25.405320
Level V + B Rate	26.050800	26.571816	27.103252
Level VI Rate	27.815400	28.371708	28.939142
Trades Not WSI	27.223800	27.768276	28.323642

Apprentice 4th Year

90% of trades rate	25.030800	25.531416	26.042044
Apprentice 3rd Year 80% of trades rate	22.256400	22.701528	23.155559
Apprentice 1st and 2nd Year 70% of trades rate but not less than	21.562800	21.994056	22.433937
Student Rate 75% of base rate	14.035200	14.315904	14.602222
<u>Opportunity Blocks:</u> Operational Leadership Maintenance Leadership Training & Qualification Coordinator	\$.50/hr. premium \$.50/hr. pre \$.50/hr. premium	mium	

## All Opportunity Blocks will be a minimum of \$.50/hour. LETTER OF UNDERSTANDING

### between

\$.50/hr. premium

# WEYERHAEUSER COMPANY LIMITED SLAVE LAKE DIVISION ALBERTA DIVISION

### and

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

## **RE:** LOCKERS

Trades Dual Ticket Premium

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

SIGNED THIS \_\_\_\_\_ OF \_\_\_\_\_, 2002.

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

### LETTER OF UNDERSTANDING

between

## WEYERHAEUSER COMPANY LIMITED 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 \_\_\_\_\_ OF \_\_\_\_\_, 2002.

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

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## LETTER OF UNDERSTANDING

between

# WEYERHAEUSER COMPANY LIMITED SLAVE LAKE DIVISION ALBERTA DIVISION

and

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

# MEDICAL TRAVEL ALLOWANCE

The Company agrees to amend the existing Extended Health Benefits Plan to incorporate a medical travel allowance for necessary medical travel from Slave Lake when members or their dependents are referred by their attending physician to medical specialists in Alberta and such referrals require travel from Slave Lake in excess of 500 kms on a round trip basis.

A joint Union/Management Committee will work out all the details for the provision implementation based on the following principles:

- 1. The maximum allowance payable to any member over the term of the Agreement is eight hundred dollars (\$800.00).
- 2. Eligible expenses will include bills for regularly scheduled economy class air fares, hotel accommodations and taxi fares.
- 3. Travel by private automobile will be paid at forty-one cents (\$.41) per kilometer.
- 4. All medical referrals will be in writing and travel must take place within two (2) months of the physician's referral, unless the earliest possible date of availability of the Specialist is beyond two (2) months from the referral.
- 5. 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.
- 6. A claim form with receipts must be filed by the member within ninety (90) days of the date eligible expenses are incurred.
- 7. Expenses which are payable under the Workers' Compensation Act, Alberta Health Care, Extended Health Benefits Plan, Auto Insurance, or any other government authority or insurance plan will not be eligible for reimbursement from the provision.

SIGNED THIS \_\_\_\_\_ OF \_\_\_\_\_, 2002.

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

## LETTER OF UNDERSTANDING

## between

## WEYERHAEUSER COMPANY LIMITED SLAVE LAKE DIVISION ALBERTA DIVISION

and

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

## **<u>RE:</u>** EDUCATION TRUST FUND

1. The Fund to be administered by I.W.A. Canada, Local 1-207.

- 2. The Company will contribute to the Fund and will continue such contributions throughout the period of the Collective Agreement. The Contributions will be three cents (\$.03) per hour worked per employee.
- 3. The Funds will be collected by I.W.A. Canada, Local 1-207 of Edmonton, Alberta.
- 4. The I.W.A. will investigate the requirements of a trust as specified by Revenue Canada.
- 5. The Company will not be involved in the administration of the fund.
- 6. Upon request by the Company (not more than once annually) the Union will provide information regarding total hours of training provided to Slave Lake employees.
- 7. The Fund will provide monetary support for the following purposes defined as follows:

## EDUCATION FUND POLICY STATEMENT

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

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

Grievance Handling Environmental Issues Stewards Training Communication Skills Lead Economic Issues Health and Safety

Collective Bargaining Land Use Issues Parliamentary Procedures & Public Speaking Leadership Training Benefits Training Union History

SIGNED THIS \_\_\_\_\_ OF \_\_\_\_\_, 2002.

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

## LETTER OF UNDERSTANDING

between

# WEYERHAEUSER COMPANY LIMITED SLAVE LAKE DIVISION ALBERTA DIVISION

and

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

## **Disability Management - Return To Work Program**

Weyerhaeuser Slave Lake and the Union agree to:

- To support a committee to jointly develop a Disability Management Return to Work Program.
- To provide training and education to the committee members in order to support the development of the program. We will endeavor to accomplish this training within six (6) months of the ratification of the new collective agreement.
- To have Joint Coordinators assist in the implementation and ongoing administration of the program.
- To support the ongoing education of the joint coordinators.
- To conclude an agreement on a Return to Work Program within one (1) year from December 10, 2002.
- If the parties do not conclude an agreement within one (1) year from the date of ratification, then this matter shall be referred back to the bargaining committee's and concluded within 30 days.

SIGNED THIS \_\_\_\_\_ OF \_\_\_\_\_, 2002.

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