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AGREEMENT

BETWEEN

CANADIAN FOREST PRODUCTSLTD. NETHERLANDS DIVISION POLAR DIVISION

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

AND:

IWA-CANADA C.L.C., LOCAL 1-424 (herein known as the "Union") OF THE SECOND PART

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

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

ARTICLE 1 - BARGAINING AGENCY

Section 1:

<u>Recognition</u>

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

Section 2:

Bargaining Authority

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

ARTICLE II - DEFINITION

Section 1:

Employee

The "Employee" as used and for the purpose of this Agreement shall include all persons employed by the Company on whose behalf the IWA CANADA, Local 1-424 have been certified as bargaining agents, except and excluding foreman and others having authority to hire and fire, office workers, supervisory officials, and salesmen.

Section 2:

<u>Gender</u>

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

ARTICLE III - MANAGEMENT

Section 1:

Direction of Work

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

Section 2:

Employee Selection

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

ARTICLE IV - UNION SECURITY

Section 1:

<u>Cooperation</u>

The Company will cooperate with the Union in obtaining and retaining as members, the employees as defined in this Agreement, and to this end will present to new employees and to all Supervisors and Foremen, the Policy herein expressed.

Section 2:

<u>Union Shop</u>

All employees who entered the employment of the Company on or after the 1st day of September, 1956, 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:

Membership Maintenance

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

Section 4:

Discharge of Non-Members

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

Section 5:

Application for Membership

- a) No employee shall be subject to any penalties against his application for membership of reinstatement, except as may be provided for in the IWA - CANADA Constitution, as revised 1988, and in accordance with the By-Laws of Local 1 - 424, which the Local Union certifies as being correct as of April 1988.
- b) Any employee who applies to join the Union pursuant to the provisions

herein and whose application is rejected by the Union, shall not be subject to discharge from employment.

Section 6:

Check - Off

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

Section 7:

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

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

Section 8:

Social Insurance Number

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

Section 9:

Employer Deductions for Wages Employee Benefit Plan

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

ARTICLEV - WAGES

Section 1:

a)

General Wage Increase

- Effective July 1, 1997 the wages of all hourly rated employees i) will be increased by one percent (1%) per hour.
 - Effective July 1, 1998, the wages of all hourly rated employees ii) will be increased a further two percent (2%) per hour.
 - iii) Effective July 1, 1999 the wages of all hourly rated employees will be increased by a further two percent (2%) per hour.
- b) The basic rate for common labour shall be:
 - Effective July 1, 1997, \$19.86 per hour. i)
 - Effective July 1, 1998, \$20.26 per hour
 - //) 前 Effective July 1, 1999, \$20,67 per hour.
- c) The wage scale attached hereto as. Supplement No. 1, is approved by both Parties and may, subject to the mutual consent of both Parties be revised once annually.

Pane 10

Section 2:

Lumber Graders a)

All certified Lumber Graders shall receive the premiums set out below. in addition to the Job Evaluated Rate. Class "A" Grading Certificates Class "B" Grading Certificates 256: per hour 206: per hour Provided that these premiums shall be paid only when actually engaged as lumber graders.

Lumber Grading Certificates b) Any employee holding a Class A or B Lumber Grading Certificate shall receive a premium of fifteen cents (15¢) per hour for all hours worked. There shall be no stacking or pyramiding of premiums.

- Grading Certificates shall be permanent and valid certificates, but c) graders shall remain subject to the regulations of I.L.M.A., C.L.M.A., C.O.F.I., N.I.L.A., P.L.I.B., and other regulatory bodies.
- All lumber graders holding certificates shall attend all upgrading classes d) as required.
- Lumber graders who are required to attend upgrading classes (grade e) rule changes) shall receive their regular straight time rate for time spent in attending such classes.
- f) Where the Company is paying a bonus or premium(s) greater than set out above, it shall keep such policy in effect. There shall be no stacking or pyramiding of premiums.

Section 3:

First Aid Attendants

- Designated Level 3 First Aid Attendants shall receive their job rate of a) pay plus the Ticket premium of eighty -five cents (85¢) per hour. All other employees holding valid First Aid tickets shall receive a premium of five cents (56:)per hour over and above their job rate. There shall be no stacking or pyramiding of premiums.
- Where the Company is paying a bonus or premium(s) greater than set b) out above, it shall keep such policy in effect.
- Employees of the Company who, by mutual agreement, train or retrain c) for Industrial First Aid Certificates, will be compensated in the following manner:

The Company will pay the cost of the course tuition and materials i) required to those employees who pass the course.

ii) The Company will pay lost time wages to designated First Aid Áttendants.

Section 4:

Welders Effective July 1, 1981 the following shall be the classification of a) welders in manufacturing conditional on the Welders being qualified as required under the Standard Forest Industry Welding Specifications and either having completed the three (3) year apprenticeship program or having worked in trade for six thousand (6000) hours as a welder.

Group 1 - Welder (A & B) Group 2 - Welder (C) Group 3 - Welder (UNCERTIFIED)

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

Section 5:

Piece-Work

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

Section 6:

Shift Differential

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

Premium rate for second (2nd) and third (3rd) shifts will be thirty-one cents (316) per hour. A day shift employee working in excess of this regular shift will be paid rate and one-half without differential.

Any employee on the second (2nd) or third (3rd) shift working in excess of his regular shift shall receive rate and one-half. For the purpose of the last sentence, rates shall be rates plus thirty-one cents (31¢).

Persons employed on shifts other than regular shifts, shall be paid the thirtyone cent (31¢) premium rate for all hours worked outside the recognized day shift.

Section 7:

New or Changed Jobs

In the event that job conditions change, or new machinery is installed, or a new category is established, the Union and the Company agree to meet to discuss designation and wage rates to be paid to the employees concerned in accordance with Article XXVIII.

ARTICLE VI - PAY DAYS

Section 1:

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

ARTICLE VII - HOURS OF WORK AND OVERTIME

Section 1:

Hours and Overtime

- The regular hours of work shall be eight (8) hours per day and forty (40) a) hours per week, Monday to Friday inclusive.
- b) Overtime will be paid at rate and one-half for all hours worked in excess of eight (8) in a day, and for Saturday and/or Sunday, with the following exceptions:

Double straight-time shall be paid for the following:

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

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

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

Double straight-time rates shall be paid:

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

Section 3: Three-Shift Operations

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

Section 4:

Completion of Afternoon Shift

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

Section 5;

No Work Guarantee

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

Section 6:

Notice of Cancellation of Work

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

d) Netherlands Division and Polar Division

Such notice shall be considered to be given by an announcement over radio stations CKPG and CJCl prior to commencement of the shift in accordance with Section 2 (d) of Supplement No. 2.

Section 7:

Minimum Pay

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

Section 8:

Call-Back Time

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

Section 9:

Rest Periods

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

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

Section 10:

Casual Work

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

Section 11:

Advance Notice of Absence

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

Section 12:

Advance Notification of Return to Work

Where an employee has been off work due to illness or injury for more than five (5) days, he must advise the Company at least twenty-four (24) hours in advance regarding his ability to return to work. In the case of shorter absences reasonable notice must be given so that crew scheduling may be accomplished.

Section 13:

Hot Meals

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

Section 14

Swing Shift

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

Section 15:

Alternate Shift Scheduling

- a) Management, Plant or Camp Committees and Local Union shall have the right under the terms of the Collective Agreement to agree upon and implement other schedules which, except for production shifts in manufacturing operations, may include Sundays, without overtime penalty, provided the principle of the forty (40) hour week is maintained over an averaging period. Rate and one-half shall be paid for hours worked on Sunday.
- Any variation(s) to Section 1 and 2 above shall be implemented only upon completion of the following steps:
 - i) Negotiated agreement between the Local Union and Local Management.
 - ii) Majority approval by the employees involved in the proposed variations.
- c) When alternative schedules have been implemented in accordance with (a) and (b) above, the following overtime provisions will apply:
 - A. Rate and one-half shall be paid for the following:
 - i) The first three (3) hours worked in a day in excess of the normal daily hours of the established schedule.
 - Hours worked in excess of forty (40) hours per week or forty (40) hours average when there is an averaging period.
 - All hours worked on an employee's scheduled rest day, unless a change in rest day has been agreed to between the employee and the Company.
 - iv) All hours worked on a Sunday except those excluded in the casual section.

- B. Double straight-time rates shall be paid for the following:
- i) All hours worked in excess of A (i) above.
- All hours worked on Sunday when Sunday is also an employee's scheduled rest day, if the employee has worked forty (40) straighttime hours in the preceding six (6) days unless a change in the rest day has been agreed to between the employee and the Company.
- C. Supplement No. 7
- Alternate Shift Scheduling, contains the agreed upon general principles and parameters for the establishment, implementation or discontinuance of alternate shift schedules.

ARTICLE VIII - SENIORITY

Section 1:

Probationary Period

- a) Notwithstanding anything to the contrary contained in this Agreement, it shall be mutually agreed that all employees are hired on probation, the probationary period to continue until thirty (30) days have been worked, during which time they are to be considered temporary workers only, and during this same period no seniority rights shall be recognized.
- b) Upon completion of thirty (30) days worked they shall be regarded as regular employees, and shall then be entitled to seniority dating from the day on which they entered the Company's employ, provided however, that the probationary period of thirty (30) days worked shall only be cumulative within the three (3) calendar months following the date of entering employment.
- c) It is agreed that probationary employees will have preference over Casual employees for any work performed during the normal work week, subject to competency.
- d) It is further agreed that in the application of (c) above, probationary employees will be called in for work in accordance with the hiring date, unless such call-ins is beyond the control of the employer, and is subject to the employee being competent to perform the work. This obligationdoes not apply where the employee cannot be readily contacted or where the employee has already worked one shift in the twenty-four (24) hour period.

Section 2:

Principle of Seniority

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

Section 3:

Reduction of Forces

- a) In the event of a reduction of the forces the last person hired shall be the first released, subject to the **provisions** of Section (2) of this Article.
- b) During a reduction of forces where an employee's seniority is such that he will not be able to keep his regular job he may elect whether or not to apply his seniority to obtain another job or accept a lay-off until his regular job becomes available, provided however:
 - If during the lay-off period the employee wishes to return to work and notifies the Company, he shall be called back to work as soon as his seniority entitles him a job.
 - The application of this provision shall not result in an employee, in the exercise of his rights bumping an employee with less seniority.
- c) Where a reduction of forces is caused by emergency conditions, the application of seniority may be postponed for such period as may be necessary, but not exceeding five (5) working days. If the Company decides to exercise its rights under this provision it shall notify the Shop Committee as soon as possible.

Section 4

Recall of Employees

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

Section 5:

Notice of Recall

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

Section 6

Seniority List

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

Section 7:

Hiring Preference

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

- 1. Previous employees of a Division who have both previous seniority and an application on file;
- Previous employees of the Company who have previous Company seniority and areseeking employmentas a result of operational closures or crew reductions in other divisions of the Company;
- Laid off employees of other Forest Industry companies in the communities, who are seeking employment as a result of operational closures or crew reduction in excess of ninety (90) days;
- IWA members of Local 1-424 and Local 1-425 laid off from other Forest Industry companies who are seeking employment as a result of operational closures or crew reduction in excess of ninety (90) days;
- 5 Persons who qualify for preference, and wish to exercise their rights to preference, must make application within six (6) months of the operational closure or the ninety (90) day lay-off period.

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

Section 8:

Seniority Retention

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

- a) Employees with less than one (1) year of service will retain their seniority for a period of eight (8) months.
- b) Employees with one (1) or more years of service shall retain their seniority for one (1) year, plus one (1) additional month for each year of service, up to an additional six (6) months.
- A laid off employee's seniority retention is reinstated on the completion of one day's work.

Section 9:

Transfers to Staff

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 agreed that reinstatement can be made within the bargaining unit, provided however, that the supervisory worker so reinstated into the bargaining unit return to the job held at the time of his promotion to the supervisory position, as per the interpretation of Gordon M. Sloan.

Interpretation: "When an employee has left, or leaves, the bargaining unit because of promotion to supervisory position, and who later is reinstated as a member of such bargaining unit because of demotion, or reduction in forces, he returns thereto with the seniority he had when an employee within the bargaining unit. In other words, his seniority is "frozen" at the time he leaves the bargaining unit, and ceases to run, until his return thereto".

The above section shall not apply to employees leaving the bargaining unit for trial periods up to ninety (90) days. (Refer to Supplement No. 8).

ARTICLE IX - LEAVE OF ABSENCE

Section 1:

Written Consent

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

Section 2

Illness of Injury

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

Section 3:

Union Business

- a) The Company will grant leave of absence to employees who are appointed or elected to Union office. The employee who obtains such leave of absence shall return to the Company within thirty (30)calendar days after completion of his term of employment within the Union.
- b) The Company will grant leave of absence to employees who are elected as representatives to attend Union meetings and Union Conventions, or members of any Union Negotiating Committee in order that they may carry out their duties on behalf of the Union.
- c) It is agreed that before the employee receives this Leave of Absence as set forth in clauses (a) and (b) above, the employer will be given notice in writing (in the case of (a) - fifteen (15) calendar day, in the case of (b) - five (5) calendar days) by the Union in order to replace the employee with a competent substitute.
- d) The Union will make every effort in requesting such leave of absence to avoid requeststhat will unduly deplete the crew in any one department which will impair production or inhibit the normal functioning to the operation. In such cases, the Union will cooperate with the Company in making substitute employees available or select alternate delegates to attend Union functions.

Section 4:

Compassionate Leave

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

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

Section 5:

Maternity Leave

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

Section 6:

BereavementLeave

- When death occurs to a member of a regular full-time employee's a) immediate family, the employee will be granted and appropriate leave of absence for which he shall be compensated at his regular straight time hourly rate of pay, for hours lost from his regular work schedule for a maximum of three (3) days.
- Piece workers are entitled to be reavement leave shall be compensated b) on the basis of the average daily earnings during the previous thirty (30) days.
- Members of the employee's immediate family are defined as the C) employee's spouse, mother, father, brothers, sisters, sons, daughters, mother-in-law, father-in-law, sons-in-law, daughters-in-law, step-parents, grandparents, step-grandparents-in-law, grandchildren, and stepchildren.
- Compensable hours under the terms of this Section will be counted as d) hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.

Section 7:

Jury Duty

Any regular full-time employee who is required to perform Jury Duty, a) Coroner's Duty, or as Crown Witness or Coroner's Witness on a day which he would normally have worked will be reimbursed by the Company for the difference between the pay received for Jury Duty and his regular straight-time hourly rate of pay for his regularly scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of eight (8) per day or forty (40) per week, less statutory pay received for Jury Duty. The employee will be required to furnish proof of Jury Service and Jury Duty pay received Page 20

- b) Any piece-worker who is required to perform Jury Duty shall be compensated for the difference between the statutory pay received for Jury Duty and his job rate based on the average daily earnings during the pervious thirty (30) days.
- c) Hours paid for Jury Duty will be counted as hours worked for the purposes of qualifying for vacation and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.

Section 8:

Public Office

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

ARTICLEX - VACATIONS WITH PAY

Section 1:

One to Two Years Service

The employment Standards Act, Chapter 10, 1980 and amendments thereto, except where varied or modified by the provisions herein, shall become part of this Agreement.

a) Employees with one (1) to two (2) years continuous service qualified in accordance with Section 1 above shall receive two (2) weeks vacation with pay based on the greater of five percent (5%) or eighty (80) hours at the hourly rate of the employees regular job.

Section 2:

Two Years Service

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

Section 3:

Seven Years Service

a) Employees with seven (7) or more years continuous service, shall receive four (4) weeks vacation with vacation pay based on the greater of nine percent (9%) of the wages or salary earned during the year of entitlement, or one hundred and sixty (160) hours at the hourly rate of the employee's regular job.

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

Section 4:

Fifteen Years Service

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

Section 5:

- a) Employees with twenty-four (24) or more years continuous service shall receive six (6) weeks vacation with pay based on thirteen percent (13%) of the wages or salary earned during the period of entitlement, or two hundred and forty (240) hours at the hourly rate of the employee's regular job.
- b) The additional three weeks will be taken when convenient for the Company but does not have to consecutive with the vacation period provided for in Section 1, 2, 3, and 4 herein.

Section 6:

Thirty Years Service

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

Section 7:

Piece Work

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

Section 8:

Vacation Scheduling

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

Section 9;

Vacation Pay Percentage of Wages Method

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

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

Section 10:

Qualifications for Vacation Pay Regular Job Rate Method

- a) i) In order for an employee to qualify for the amount generated by the hours times the regular job rate method, the employee must have worked a minimum of one thousand - five hundred (1,500) hours in the employee's first year of service and a minimum of one thousand (1,000) hours during the employee's succeeding years of entitlement.
 - ii) Where there is a common vacation pay cut-off date for the purposes of calculating minimum hours as in (i) above the calculation period shall be from the cut-off date in one year to the cut-off date in the succeeding year.
 - iii) Where there is no common vacation pay cut-off date for the purposes of calculation period shall be from the employees anniversary date in one year to his anniversary date in the succeeding year.
- b) For the purposes of computing the requisite hours, the following will be included.
 - i) All hours worked;
 - ii) Statutory Holiday hours;
 - iii) Jury and Crown Witness duty;
 - iv) Bereavement Leave;
 - v) Vacation hours;
 - vi) Time not exceeding one (1) year, lost as the result of an accident recognized as compensable by the Worker's Compensation Board and suffered during the course of employment, shall be considered as time worked for the purpose of qualifying for vacation, provided that the employee returns to his employment.
 - vii) Time not exceeding one (1) year, lost as a result of a nonoccupational accident or illness, shall be considered as time worked for the purpose of qualifying vacation, provided that the time of the accident or illness the employee has been on the Page23

payroll for not less than one (1) year and that he returns to his employment. It is understood that the employee provide a certificate from a qualified medical practitioner.

- viii) Time lost as a result of lay-off shall not be considered as time worked for the purpose of qualifying for requisite hours.
- ix) Employees who report for work and who receive call time payment shall be credited with eight (8) hours for any such shift for purposes of computing requisite hours under this Section. Any employee who qualifies for call time in a day shall receive credit under this Section for eight (8) hours or credit for which wages were paid whichever is greater.
- All hours worked in more than one (1) division of the parent Company as a result of transfer or lay-off.

Section 11:

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

Section 12:

Termination

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

ARTICLE XI - STATUTORY HOLIDAYS

Section 1:

Hourly Rated Employees

- a) All hourly-rated employees who work on New Year's Day, Good Friday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, shall be paid hourly rate and one-half for all hours worked.
- b) In the event one of the Statutory Holidays falls on a Sunday, the previous Friday or the following Monday shall be observed as the Holiday. In the event that one of the within named Statutory Holidays falls on a Saturday it shall be observed on the preceding Friday or succeeding Monday as agreed between the Company and the Shop Committee.
- c) In the event of a Statutory Holiday falling on a Tuesday, Wednesday, or Thursday, and where the Company and Shop Committee mutually agree, the said holiday may be observed the preceding Monday or following Friday respectively.
- d) "Not withstanding (c) above, in logging a statutory holiday may be observed on another mutually agreed upon day in a week other than the week in which it occurs."
- e) At the option of the Company, but whenever possible by mutual agreement with the Shop Committee, either Good Friday or Easter Mondayshall become the designated Easter Holiday, and the Company shall notify its employees of the designation at least one (1) week prior to the said holiday.

- f) When a Statutory Holiday falls on a Friday, employees working on a Tuesday through Saturday work week, by mutual agreement between the Company and the Plant Committee may work on the Friday Statutory Holiday at the straight-time job rate and substitute Saturday as the Statutory Holiday.
- g) In the case of a maintenance employee where one of the statutory holidays is observed on his rest day, he shall have a day *off* without pay in lieu thereof at a mutually agreeable time.

Section 2;

Piece Work Employees

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

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

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

Section 3:

Personal Floating Holiday

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

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

b) Qualifying Conditions

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

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

ARTICLE XII - SAFETY AND HEALTH

Section 1:

<u>Cooperation</u>

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

Section 2:

Accident Prevention Committee

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

Section 3:

Safety Meetings

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

ARTICLE XIII - GRIEVANCE PROCEDURE

Section 1:

Grievance Committee

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

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

- <u>Step 1</u> 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, ot may be reasonably presumed to have knowledge, of such event or events
- <u>Step 2</u> If a satisfactory settlement is not then reached, it shall be reduced to writing by both Parties when the same employee and the Committee shall take up the Grievance with the Plant Superintendent. If desired the Union Business Agent shall accompany the Committee.
- <u>Step 3</u> If the grievance is not then satisfactory solved, it shall be referred to the Local Union and the Management.
- <u>Step 4</u> If a satisfactory settlement is not then reached, if shall be dealt with by arbitration as herein after provided.

Section 2:

Time Limits

a) If a grievance procedure has not advanced to the next stage under Section 2, 3 or 4 within fourteen (14) days after completion of the preceding stage, then the grievance shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end. The fourteen (14) day limit may be extended by mutual consent of both parties.

b) The parties agree that the operation of Section 96, Subsection I, of the Industrial Relations Act of British Columbia Act, 1987 is specifically excluded from this Agreement.

ARTICLE XIV - RIGHT OF REFERENCE

Section 1:

Right to Refer

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

Section 2:

Joint Committee

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

Section 3:

Agreement on Interpretation

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

Section 4:

Disagreement on Interpretation

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

Section 5:

Refer to Arbitration

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

ARTICLEXV -INTERPRETATIONAND ARBITRATION

Section 1:

Interpretation

- a) In the case of any dispute arising regarding the interpretation of this Agreement, which the Parties hereto are unable to settle between themselves, the matter shall be determined be interpretation in the following manner:
- b) Either Party may notify the other Party in writing by Registered Mail on the question or questions to be interpreted. After receiving such notice and statement, each of the Parties will then refer the matter to the interpreter selected by the Parties.
- c) The Parties agree to Professor J.M. MacIntre as the Interpreter for the duration of this Agreement.

- d) In the event that the Interpreter as provided for in (c) herein is not available to preside as Interpreter under this section, the Parties agree to meet and select another interpreter. Failing a mutual agreement the parties will request the Minster of Labour to appoint an interpreter.
- e) The decision of the Interpreter shall be final and binding upon the Parties of the First and Second Part.

Section 2:

Arbitration

- a) In the case of a dispute arising under this Agreement, except as to Interpretations of this Agreement, which the Parties are unable to settle themselves, as set out in Article XIII, the matter shall be determined by Arbitration in the following manner:
- b) Either Party may notify the other Party in writing by Registered Mail of the question to be arbitrated.
- c) After receiving such notice and statement, each of the Parties will then refer the matter in writing to the Arbitrator who has been selected by the Parties.
- d) The Parties shall appoint a panel of three (3) Arbitrators. If the Parties fail to appoint the required three (3) Arbitrators they shall forthwith request the Honorable Minister of Labour of the Province of British Columbia to appoint the Arbitrators required.
- e) The single Arbitrator shall be selected from the panel of three (3) Arbitrators on a rotational basis.
- f) In the event that the Arbitrators provided for in this Section are not available to preside as Arbitrators under this Section, the Parties agree to meet and attempt to select a mutually satisfactory Arbitrator. If unable to select one which is mutually satisfactory, the Parties further agree to request the Honorable Minister d' Labour of the Province of British Columbia to appoint an Arbitrator.
- g) If the Arbitrator finds an employee has been unjustly suspended or discharged, such employee shall be reinstated with all his rights and privileges preserved under the terms of this Agreement. The Arbitrator shall further make the determination on the amount of lost pay to the employee.
- h) The decision of the Arbitrator shall be final and binding upon the Parties of the First and Second Parts.

Section 3:

Shared Expenses

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

Section 4:

Place of Hearing

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

Section 5;

Expedited Arbitration

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

- a) The parties agree to appoint a panel of three (3) Arbitrators as per Article XV, Section 2.
- b) Grievances processed under this section shall be assigned to the Arbitrators on a rotational basis.
- c) The Arbitrator must meet and hear the evidence of both Parties within fifteen (15) days after the assignment. If an Arbitrator is unable to commit himself to do so, the grievance shall immediately be assigned to the next Arbitrator in order of rotation.
- d) The availability of Counsel for either Party shall not be reason to delay an arbitration under this Section.
- e) After the Arbitrator has met and heard the evidence of both sides, he shall render a decision within fifteen (15) days after conclusion of the hearings, said decision to be final and binding upon all Parties to this Agreement.
- f) Where the Arbitrator finds that an employee has been unjustly suspended or discharged, such employee shall be reinstated with all his rights and privileges preserved under the terms of this Agreement. The Arbitrators shall further make the determination on the amount of lost pay to be paid to the employee.

ARTICLE XVI - GENERAL PROVISIONS

Section 1:

Notification of Shop Committee

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

Section 2:

No Strike Pending Grievance and Arbitration Procedure

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

Section 3

No Lockout Pending Grievance and Arbitration Procedure

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

Section 4:

Working Foreman

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

Section 5

Chargehands

The Parties agree to the following definition of a chargehand:

- a) A Chargehand is responsible to pass on instruction to a group of employees.
- b) A Chargehand does not have the authority to hire, discharge or discipline employees.
- c) A Chargehand may be capable of performing all jobs in his work area.
- A Chargehand must hold a permanent job but will not necessarily fill it while performing chargehand duties.
- e) The Company shall post a notice of their requirement for a Chargehand in order for interested employees to signify their interest in applying for the job.

Section 6:

Permanent Plant Closure -Severance Pay

- a) The Company agrees that employees affected by permanent plant closure shall be given sixty (60) days notice of closure.
- b) Employees terminated by the Company because of permanent closure of a manufacturing plant shall be entitled to severance pay equal to seven days (7) pay for each year of continuous service with the Company.
- c) Severance pay for uncompleted years of service shall be computed on the basis of completed months service.

Where a plant is relocated and the employees involved are not required d) to relocate their place of residence or are not terminated by the Company as a result of the plant relocation, they shall not be entitled to severance pay under this article.

Section 8:

Construction Contracting

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

Machinist	Millwright
Steamfitter/Pipefitter	Welder
Electrician	Carpenter

"Contractor's Rate" shall only mean the hourly wages paid by that d) contractor and not any other payment or working condition.

Section 9:

Contracting Netherlands Division; Polar Division a)

> The Company will not contract out any work that is performed by employees in the bargaining unit at the effective date of this agreement (July 23, 1986).

> It is agreed that overload maintenance, construction contracting and chip hauling as practiced in the Netherlands/Polar operations are exempted from this provision.

Section 10:

Education Trust Fund

The industry will contribute to the Fund and will continue such contributions throughout the period of the Collective Agreement, the contributions will be one cent (1¢) per hour per employee per hour worked effective January 1, 1998; one cent (la) per hour per employee per hour worked effective July 1, 1998; and, one cent (la) per hour per employee per hour worked effective July 1, 1999.

ARTICI F XVII - MEDICAL

Section 1:

Medical Coverage

- a) The Company agrees to provide medical coverage for its employees by participating in the Medical Services Plan of British Columbia.
- b) The Company agrees to provide Extended Health Benefits to a lifetime maximum of twenty-five thousand (25,000.00), including Hospitalization coverage of up to a maximum of eight dollars and fifty cents (\$8.50) per day, to its employees by participating in a plan entered into between the Company and an appropriate carrier.
- c) Medical coverage eligibility shall be the first of the month following date of employment.
- d) Total cost of providing medical coverage, including Extended Health Benefit coverage, shall be borne by the Company.
- e) i) Lay-off coverage for employees with less than one (1) year seniority will be three (3) months. Lay-off coverage for employees with one (1) or more years seniority will be six (6) months.
 - ii) In order for reinstatement df lay-of1 coverage to occur there must be a return to regular full-time employment. An employee returns to regular full-time employment when he is employed for ten (10) working days within a floating period of thirty (30) consecutive days.
 - iii) In addition, an employee who returns to works for at least one(I) working day and less than ten (10) working days will be covered for that month, in addition to any lay-off coverage to which he was entitled, if the recall occurred during the period of lay-off coverage.
- f) Participation in the plan is to be a condition of employment.
- g) Coverage is extended to dependents of regular employees including those dependents over the age of twenty-one (21), but not over the age of twenty-five (25) who are attending recognized educational institutions.
- h) The Company agrees to provide a Vision Care Program for payment up to a maximum of two hundred dollars (\$200.00) per person in any twenty-four (24) consecutive month period for charges incurred relative to the purchase of lenses and frames or contact lens when prescribed by a person legally qualified to make such prescription. Effective July 1, 1999, the limit will be increased to two hundred fifty dollars (\$250.00) per member or dependent in any twenty four (24) month consecutive period.

ARTICLE XVIII -HEALTH AND WELFARE

Section 1:

Institution

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

a) Board of Trustees

"A Board of Trustees, composing of three (3) members representing IWA -CANADA, local1-424, and three (3) members representing Canadian Forest Products Ltd., will be responsible for the administration of the IWA-CANADA - Canadian Forest Products Ltd., Health and Welfare Plan. The trustees are also responsible for the selection of carrier, funding, adjudication of compassionate appeals and Health and Welfare problems directly related to the Plan".

Section 2:

Insurance Coverage

The following coverage will be provided by the Company:

- a) Effective July 1, 1997, increase Group Life Insurance from \$60,000.00 to \$70,000.00.
 Effective July 1, 1998, increase Group Life insurance from \$70,000.00 to \$80,000.00.
- Effective July 1, 1997, increase Accidental Death and Dismemberment Insurance from \$60,000.00 to \$70,000.00.
 Effective July 1, 1998, increase Accidental Death and Dismemberment Insurance from \$70,000.00 to \$80,000.00.

Section 3:

Weekly Indemnity

- a) Weekly indemnity coverage for each qualified employee in the amount of four hundred forty-nine dollars (\$449) per week.
- b) Weekly Indemnity to commence the first (1st) day of accident and sixth (6th) day of illness for a period of fifty two weeks.
- c) In the case of disability caused by non-occupational illness, Weekly Indemnity benefits will be payable commencing the first (1st) day of any such absence where the illness results in the claimant being hospitalized as a bed patient, and, in cases where surgery is performed which necessitates loss time from work. Laser surgery (except where such laser surgery is for cosmetic purposes rather than for a medical reason) will qualify the member for Weekly Benefit Commencement Date from their first day d disability. The weekly indemnity cheques will be mailed directly to the employee's residence if requested by the employee.
- d) Weekly indemnity coverage will be eliminated for an employee on ail extended leaves of absence provided, however, that such employee is eligible for Weekly Indemnity coverage on the day that it was agreed he was scheduled to return to work. In order to qualify for this coverage the employee must have returned to place of residence in British Columbia unless his disability required him to be hospitalized and satisfies the requirements of the claims adjudication carrier. In the cases df a compassionate appeal dealing with disability incurred during an extended leave of absence, the Trustees have the right to review certain circumstances.

- e) Absences due to the same or related causes will be considered one (1) continuous absence unless the employee returns to work on a regular full time basis for at least four (4) continuous weeks between absences
- f) Third Party Subrogation:
 - The Parties agree to recommend to the Trustees of the Health and Welfare Plan that effective on the dare of ratification of this Memorandum a third part subrogation clause be adopted so that the Weekly Indemnity Plan can be reimbursed from damages recovered from a liable third party for illness, injury, or income loss. The Plan will be entitled to recover the full amount of benefits paid to the member which exceeds 100% of the member's pre-disability gross income. Gross income will be calculated by using the member's regular hourly rate times (x) 40 hours. Trustees to work out the application and details, including the deduction of legal fees from the settlement and the execution of a reimbursement.
- g) The Union agrees that if the Company maintains Weekly Indemnity Plan benefits which will meet the standard requirements for full premium reduction for "wage loss replacement plan under the Employment Insurance Act", the employee's share 5/12" share of the premium is retained as payment in kind on the provision of the Weekly Indemnity Plan benefits.

Section 4:

Dental Plan

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

- a) Basic dental services (Plan A) - Plan pays 80% of approved schedule of fees
- b) Prosthetics, Crowns, and Bridges (Plan B)
 Plan pays 60% of approved schedule of fees.
- c) Orthodontic (Plan C)
 Plan pays 60% of approved schedule of fees. (Lifetime maximum \$2,500.00)
 Effective July 1, 1998, the lifetime maximum will be increased to \$3.000.00 for children only.

Section 5;

Qualifying Conditions

- a) Total premium cost of providing coverage shall be borne by the Company.
- b) Eligibility shall be the first of the month following date of completion of the employee's probationary period,
- c) Effective December 10, 1983, employees who have already qualified for the Disability Waiver will retain their eligibility for present coverage.

Those employees who, on December 10, 1983, are in receipt of Weekly Indemnity, WCB wage **loss**, or Long Term Disability income will continue to be eligible for the Group Life Disability Waiver that was in force prior *to* the above noted date.

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

- d) Coverage will be portable for all employees covered by Collective Agreements between members of council Of Northern Interior Forest Employee Relations, Forest Industrial Relations Limited, the Interior Forest Labour Relations Association, Weldwood of Canada Limited, Northwood Pulp and Timber Limited, and Canadian Forest Products Limited and IWA - CANADA and there shall be no waiting period for qualified employees changing employers within the Industry.
- e) Lay-off coverage for employees with less than one (1) year will i) be three (3) months. Lav-off coverage for employees with one (1) or more years seniority will be six (6) months.
 - In order for reinstatement of lay-off coverage to occur there ii) must be a return to regular full-time employment. An employee returns to regular full-time employment when he is employed for ten (10) working days within a floating period of thirty (30) consecutive days.
 - iii) In addition, an employee who returns $\dot{\boldsymbol{b}}$ work for at least one (1) working day and less than ten (10) working days will be covered for that month, in addition to any lay-off coverage to which he was entitled, if the recall occurred during the period of lay-off coverage.
- Participation in the Plan is to be a condition of employment. f)

ARTICLE XIX - PENSION PLAN

Section 1:

Funding The parties agree that the established Pension Plan will be funded by a) Industry contributions to two dollars and forty (\$2.40) per hour, per employee, per hour worked effective July 1,1992.

Effective July 1, 1993, employee contribution of ten cents (10c) per b) hour, per employee, per hour worked, will be added to the above contribution rate.

Section 2:

Bridging The IWA-Forest Industry Pension Plan Trustees will be directed to investigate the feasibility and implications of amending the Plan to allow Company-paid bridging funds to "flow through the Plan so as to enhance legal tax effectiveness

ARTICLE XX - I ONG TERMOISABILITY

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

- The Plan became effective July 1, 1982 a)
- Effective January 1, 1998 contributions from both the Company and b) the Employees will be increased by six cents (6c) per hour worked so that contributions will be thirty-four cents (34¢) per hour per employee, per hour worked of which the Industry will contribute seventeen cents (17¢) and the employee contribute seventeen (17¢). Page 36

c) Effective July 1, 1998, contribution from both the Company and the Employees will be increased by a further two and one-half cents (2 1/2¢) per hour worked so that contributions will be thirty-nine cents (39¢) per hour per employee per hour worked of which the Industry will contribute nineteen and one-half cents (19 1/2¢) and the Employee will contribute nineteen and one-half cents (19 1/2¢).

- d) A Board of Trustees will be constituted with equal representation from the Union and the Industry, to be responsible for establishing the terms of the Plan and the on-going administration.
- e) The Trustees will select a qualified actuary to assist them and to ensure the establishment of actuarial sound reserves to fund the benefits provided by the Plan.
- f) The Trustees will enter into a Trust Agreement which will include provision for a procedure to settle any major dispute that may arise with regard to the provisions of the Plan.
- g) The trustees are directed to develop Plan modifications that will:
 - 1. Improve the timeliness, effectiveness and quality of Rehabilitation from the Plan.
 - 2. Provide incentives to Employers and Local Unions to establish Disability Management systems at the operations level.
- A medical Travel Allowance provision will be effective January 1, 1998. The maximum allowance payable on behalf of any member or dependent is six hundred dollars (\$600) over the term of the Agreement.

ARTICLE XXI - JOB TRAINING

Section 1:

Job Training Program

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

Section 2:

Planerman Training Program

a) <u>PURPOSE</u>

The Purpose of this program is to provide for the development of skilled Planermen to meet the needs of the Company.

- b) <u>SELECTION</u>
 - All Planermen Trainees will be required to indenture as millwright apprentices in accordance with Supplement #4A of the Collective Agreement and will be covered by all provisions of the supplement.
 - 2. Vacancies for Planermen/Millwright trainees will be posted plant wide.
 - 3. Selection of Planermen/Millwright trainees shall be in accordance with Article XXII, of the Collective Agreement.
 - Planermen/Millwright trainees will be trained in the planing mill under the auspices of a competent Planermen/Millwright.
 - 5. The Company shall determine the number of Planermen/Millwright trainees required for each operation.

c) INCUMBENT PLANERMAN

- Effectivewith the signing of this agreement all persons employed as Planermen will be reclassified to Planermen/Millwright Uncertified
- 2. Persons reclassified in (1) above shall have the option of remaining as Planerman/Millwright Uncertified or writing the Tradesman Qualification examination.
- 3. Persons employed as Planerman/Millwright Uncertified who write the Tradesman qualification examination and fail to pass have the option of remaining Planerman/Millwright Uncertified or becoming indentured as an Apprentice at no reduction of pay, provided that the individual meets the qualifying conditions established in Article XXII, Section 2 of the Collective Agreement.
- The Company shall provide the Union with a list of Employees who have red circle protection.
- 5. Employees holding red circle jobs who are demoted during a reduction of forces shall be paid only the negotiated rate for the job to which they are assigned. If at a later date an employee is reassigned *to* his former job he shall regain his red circle rate.
- 6. If an employee is temporarily transferred at the request of the Company, he shall retain his existing rate or receive the rate of the new job, whichever is greater, or return to his regular job, the said employee shall regain his red circle rate

D) WAGES AND HOURS OF WORK

- 1. Wage rates shall be paid in accordance with Supplement No. 1 except where red circle protection is provided.
- It is agreed by the Parties that the hours of work for all Planerman/ Millwright categories shall be in accordance with Article VII, Section 2 of the Collective Agreement.

A TICLE XXII -

Section 1:

Conditions

- Apprenticeship Training Programs will be in accordance with Supplements No. 4A and 4B which are attached hereto and form part of this Agreement,
- b) Fares, Lost Time Pay and School Expenses are to be paid by the appropriate government authorities as part of the cost of the Apprenticeship Plan with the exception that the Company shall pay the apprentice while attending Vocational School the difference between the wage subsidy granted by the appropriate government authorities and the regular wages of the employee concerned.
- c) The Parties agree to introduce, by July 1, 1998, a plan which will offset the amounts by which the federal government has reduced apprenticeship allowances. The plan will be based on an update of the November 1967, apprenticeship agreement and address living away from home allowance, travel allowance and/or commuting allowance. Changes to the November 1967, Apprenticeship Agreement will be retroactive to July 1, 1997.

Section 2

a) <u>Purpose</u>

Apprenticeship Selection

The purpose of this Agreement is to establish an equitable criteria which will give the Company reasonable assurance that the apprentice uponcompletion of his 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.

b) Educational Pre-requisites

The educational requirements for general trades is grade 10 or equivalent; and grade 12 or equivalent for the electrical trades.

c) Aptitude Testing

Testing procedures will be as follows:

- i) Apprenticeship Selection Tests be amended to provided improved selection criteria as in place in the Southern interior.
- Tests recommended for the self-evaluation will be made available and may be taken by any interested employee. Failure to take such tests shall not jeopardize an employee's application for any apprenticeship.
- d) <u>Re Testing</u>
 - It is agreed that where an applicant has tailed to pass the mechanical aptitude and space relations section of either mechanical or electrical tests. The employee will be allowed to bid and be retested one (1) additional time for each test.
 - ii) Results of all tests will be retained on file in the Company's office. An applicant who has met the criteria and successfully passed the requisite test and is the senior applicant for any future apprenticeship posting, within a three (3) year period will be considered the successful applicant.
 - iii) An applicant who qualifies and has passed the mechanical aptitude and space relations section of any of the available tests, but failed the overall test, will be eligible to bid and be re-tested for any future apprenticeship postings.

e) Maintenance, Monitoring and Distribution of Tests

- i) Sufficient copies of the test, answer sheets and marking overlays will be maintained by the Company.
- ii) Test materials will be supplied on request to those operations requiring same and will be returned immediately after use.
- ii) Use of the tests will be monitored by the Company and/or the Apprenticeship Branch of the Ministry of Labour of the Province of British Columbia. Such monitoring will maintain a record of applicant's tests, successful applicant's score recorded, seniority applied, and provide a follow-up of the successful applicant's progress throughout training and an appropriate training period. Other information as deemed necessary will be made available as agreed.
- f) Probationary Period

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

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

Section 3:

<u>it e</u>

A committee to be established to review and upgrade the Apprenticeship Training Program.

ARTICLEXXIII - TRAVEL TIME

Where applicable, employees in logging operations shall be paid at straight time rates for time spent on Company property in excess of eight and one-half (8 1/2) hours in any one day between leaving the designated marshaling point, to be agreed upon, and returning to said point, provided always that the said eight and one-half (8 1/2) hour period is based on one-hall hour for lunch and may be extended to a maximum of a further fifteen (15) minutes where the lunch exceeds one-half hour.

ARTICLE XXIV - TECHNOLOGICAL CHANGE

Section 1:

Advance Notification

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

Section 2:

Rate Adjustment

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

Section 3:

<u>SeverancePay</u>

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

ARTICLEXXV - SAFETY EQUIPMENT

Section 1:

Supply and Replace

- a) Where the following articles of equipment are required to be used by the Company or the Worker's Compensation Board, the Company shall, at no cost to the employees.
 - i) Supply new employees with articles of equipment required,
 - ii) Replace articles of equipment when these articles are presented worn of damaged beyond repair. That is to say:
 - 1. Aprons
 - 2. Hard Hats and Liners
 - 3. Eye, Ear and Nose Protective Equipment
 - 4. Gloves
 - iii) Notwithstanding the foregoing, all articles of equipment to be replacedonly when they are presented worn or damaged beyond repair; otherwise the replacement will be at the expense of the employees.
- b) Where the Company has been supplying safety equipment and clothing at no cost to the employee, on the effective date of this Agreement, it will continue to do so at no cost to the employee.

Section 2:

Coveralls

- The Company shall make coveralls available and maintain same for use by End Sprayers, Panel Sprayers, Oilers, Filers, Grindermen, and Tradesmen.
- Netherlands Division, and Polar Division will provide coveralls (2 pair rotating) to regular full time designated clean-up personnel who are employed for thirty (30) days or more.

Caulk Boots

- An employee who is required to wear caulk boots by the Worker's Compensation Board, shall receive annually a caulk boot allowance of one hundred twenty dollars (\$120.00).
 - i) If he has six (6) months or more seniority; or;
 - Upon obtaining six (6) months seniority.
 - iií) Seasonal lay-offs shall not interfere with the qualifying periods herein.

ARTICLE XXVI-TOOL INSURANCE

Section 1:

<u>Coverage</u>

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

c) Metric Tools

The Company will make available Tradesmen'stools required upon the introduction of the metric system at no cost, for use by Tradesmen.

Section 2:

Lost Tools

a) The Company agrees, within reasonable limits, to replace tools lost while performingjob duties.

The Company may require a declaration be signed by employees who claim tools have been lost. When circumstances warrant, the Company may request further proof of the tools being lost, but in such event will advise the Plant Committee so that discussion can take place regarding circumstances.

ARTICLE XXVII - FIREFIGHTING AGREEMENT

The Firefighting Agreement will be in accordance with Supplement No. 5 which is attached hereto and forms part of this Agreement.

ARTICLE XXVIII-SAWMILL JOB EVALUATION

Section 1:

Implementation

- a) The Parties to this Agreement mutually agree to implement one job evaluation program for the sawmilling sector in accordance with the principles and procedures manual dated December, 1971 hereinafter referred to as the "B.C. Northern Interior Sawmill Job Evaluation Manual" as amended July, 1973, and as further amended July, 1974; (but hereafterreferred to as the B.C. Northern Interior Sawmill and Poleyard Job Evaluation Manual) and as amended effective April 1st, 1995. The application and administration of the program shall be in accordance with the provisions of Supplement No. 6 to this Agreement.
- b) The process d job evaluation will be conducted in accordance with the provisions of the B,C Northern Interior Sawmill and Poleyard Job Evaluation Plan, which shall include the wage curve. The manual and guidelines for manual interpretation, existing and/or new Benchmarks, and existing gradings on record shall serve as a basis for subsequent evaluation.
- c) All categories and records shall stand as presently rate matched (job analysis) and/or evaluated in the Northern Interior operations involved in the B.C. Northern Interior Sawmilland Poleyard Job Evaluation Plan, except where requests are submitted for evaluation or re-evaluation consistent with the principles and procedures of Northern Interior Sawmill and Poleyard Job Evaluation Plan.

Section 3;

Point Rance and increments

The point range and increments for the twenty-eight (28)groups in the Sawmill and Poleyard Wage Curves as follows:

Group Level	Point	Effective July 1/97 Increment	Rate	Effective July1/98 Increment	Rate	Effective July 1/99 Increment	Rate
1	0-60		19,86		20.26		20.67
2	61-70	.08	19.94	.08	20.34	.08	20.75
3	71-80	.11	20.05	.11	20,45	.11	20.86
4	81-95	.13	20.18	.13	20.58	.13	20,99
5	96-115	.10	20,28	.11	20,69	.11	21,10
6	116-140	.17	20.45	.17	20.86	.18	21.28
7	141-165	.12	20.57	.12	20.98	.12	21.40
8	166-195	.22	20.79	.23	21.21	.23	21.63
9	196-230	.18	20,97	.18	21.39	.19	21.82
10	231-270	.18	21.15	.18	21.57	.18	22.00
11	271-320	.20	21.35	.21	21.78	.22	22.22
12	321-370	.22	21.57	.22	22.00	.22	22.44
13	371-420	.21	21.78	.22	22.22	.22	22.66
14	421-470	.21	21.99	.21	22.43	.22	22.88
15	471-520	.24	22.23	.24	22.67	.24	23.12
16	521-570	.27	22.50	.28	22.95	.29	23.41
17	571-620	.23	22,73	.23	23.18	.23	23.64
18	621-670	.24	22.97	.25	23.43	.26	23.90
19	871-730	.23	23.20	.23	23.66	.23	24.13
20	731-790	.27	23.47	.28	23.94	.29	24,42
21	791-850	.25	23,72	.25	24.19	.25	24.67
22	851-910	.28	24.00	.29	24.48	.30	24.97
23	911-970	.28	24.28	.29	24.77	.30	25.27
24	971-1030		24.55	.27	25.04	.27	25,54
25	1031-109		25.13	.59	25.63	.60	26.14
26	1091-115		25.71	.59	26.22	.60	26.74
27	1151-121	0 .63	26.34	.65	26.87	.67	27.41
28	1211-127	0.64	26.98	.65	27.52	.66	28,07

Section 3:

Base Rate/Red Circle

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

ARTICI E XXX - EMPLOYEE ASSISTANCE PROGRAM

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

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

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

ARTICLE XXXI-IWA-FOREST INDUSTRY SAFETY & HEALTH RESEARCH PROGRAM

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

- a) The Plan is jointly trusteed and is funded on the basis of an Industry contribution of one half cent (1/2¢) per hour, per employee, per hour worked.
- b) When funds in the Plan reach\$100,000.00 the Employer will contribute an additional one-half cent (1/2¢) per hour for a total on one cent (16) per hour.
- c) When funds in the Plan reach\$200,000.00 the additional one-half cent (1/2¢) provided for in (a) above will be discontinued until the fund level is again reduced to the \$100,000.00 level.

ARTICLE XXXII - FORESTRY ENVIRONMENTAL COMMITTEE

A Forest Environmental Committee shall be established by the Company and the Local Union.

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

ARTICLEXXXIII - DURATION OF AGREEMENT



Section 1:

Effective Date/Expiration

The Parties hereto mutually agree that this Agreement shall be affective from and after the first day of July 1997, to the 30th day of June 2000, and thereafter, from year to year unless four (4) months written notice to the contrary intention is given by the Parties. The notice required thereunder shall be validly and sufficiently served at the head office of the Party of the First Part α at the Local office of the Local Officers of the Union, Party of the Second Part, at least four (4) months prior to the expiry of any yearly period. If no agreement is reached at the expiration of his contract and negotiations are continued, the Agreement shall remain in force up to the time that a subsequent Agreement is reached, or until negotiations are discontinued by either Party.

Section 2:

Exclusion of Section 50 (2) - Labour Relations Code

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

ig th DAY OF DATED THIS 00 1997

FOR:

CANADIAN FOREST PRODUCTS LTD

Regional General Manager Fort St. John Division

Regional Géneral Manager Chetwynd Division

Regional General Manager Fort St. James Division

mail 11

Regional General Manager Isle-Pierre Division

Regional General Manager Polar/Netherlands Division

Industrial Rei ions Manager Wood Products

E. & O.E.

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FOR: IWA -CANADA LOCAL1 - 424, GLC

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SUPPLEMENT NO. 1 NETHERLANDS DIVISION - #417 WAGE SCALE

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EVALUATEDCATEGORIES

	JULY 1/97	JULY 1/98	JULY 1/99
GROUP 1 Bander Helper #2 P.M Bander Helper/P.M.S.	\$19.86	\$20.26	\$20.67
<u>GROUP 2</u> Strip Piler/Clean Up #2 P.M	\$19.94	\$20.34	\$20.75
GROUP 3 Strip Layer/Stacker B.S.M. Resaw Tailer #2 P.M. Strip Piler #1 P.M. "J" Bar Attendant/P.M. Lumber Straightener/#2 P.M. Bander Helper/DIP TANK Lumber Straightener/P.M.S. "J" Bar Bin Attendant B.S.M.	\$20.05	\$20.45	\$20.86
GROUP 4 Dry Chain Puller #2 P.M Hoist Operator/ P.M.S.	\$20.18	\$20.58	\$20.99
GROUP5 Car Blocker Clean Up B.S.M. Clean Up/Log Decks & Sorter	\$20.28	\$20.69	\$21.10
GROUP 6 Planer Stacker Attendant #1 P.M. Stacker Attendant/P.M.S. Bander Operator/P.M.S Bander Operator #2 P.M. Planer Hoist Operator/Reman #1 Planer Hoist Operator/Reman #2 Chipper Operator #2 P.M. Resaw Feeder #2 P.M. Log Sorter Operator	\$20.45 P.M. P.M.	\$20.86	\$21.28
GROUP 8 Planer Feeder/#1 P.M. Planer Feeder/#2 Trimmerman/2 nd Trim/P.M.S. Drop Sort "B" B.S.M. Planer Stacker Operator Edger Optimizer Feeder Trimmer Operator/Loads #2 P.M. Drop Sori "B" J.P.	\$20.79	\$21.21	\$21.63

GROUP 9 Trimmer 1 st Trim/"J" Bar S.M. Trimmer 2 nd Trim/"J" Bar S.M. Bander Operator/Maintenance #2 F Truck Driver/Supplies Stacker Operator/Kiln S.M. Trimmerman 1 st Trim/P.M.S. J-Bar Marker S.M. Secondary Edger Feeder S.M Drop Sort "A" J.P.	\$20.97 ?M.	\$21.39	\$21.82
<u>GROUP I0</u> Stacker Operator/Kiln J.P.	\$21.15	\$21.57	\$22.00
GROUP11 Planer Feeder/Set Up #1 P.M. Forklift/Planer #2 Forklift/Planer Outfeed #2 P.M. Forklift/Car Loading Forklift/Planer #1 P.M. Forklift/Sawmill Outfeed	\$21.35	\$21.78	\$22.22
GROUP 12 Barker Operator/30" S.M. Barker Operator/42" S.M. AUTO TRIMMER/#2 P.M. Log Cut-Off Circular Forklift/Yard Forklift/Tallyman/Nights Log Strapper/Log Yard Clean Up Chip Edger A.S.M.	\$21.57	\$22.00	\$22.44
GROUP13 Barker Operator/24", 18", 18", Gang Sawyer/Circular Resaw Operator/Circular A.S.M. Kiln Operator/Forklift Log Cut Off/Multi Edger/Manual J.P. Crane Operator	\$21.78	\$22.22	\$22.66
GROUP14 Auto/Trimmer/Optimizer S.P. Canter Operator B.S.M. Kiln Operator/Forklift Afternoons	\$21.99	\$22.43	\$22.88
<u>GROUP 15</u> LogLoader/CAT 966	\$22. <u>2</u> 3	\$22.67	\$23.12
GROUP 16 Canter/Reducer Operator B.S.M. Shipper LogLoader/CAT 980 Twin Band Operator J.P	\$22.50	\$22.95	\$23.41

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GROUP 19 Planer Grader #1 P.M.	\$23.20	\$23.66	\$2 4.13
GROUP 20 Planer Grader #2 P.M. Planer Grader/Bin Sorter/P.M.S. LogLoader/Letourneau	\$23.47	\$23.94	\$24.42
GROUP 21 Sample Bucker (R.C.)	\$23.72	\$24,19	\$24.67
GROUP 28 Sawyer/Double Cut/Slab Chipper	\$26.98	\$27.52	\$28.07
CHARGEHAND: GROUP JOB RATE PLUS		20¢	

E. & O.E

SUPPLEMENT NO. 1 POLAR DIVISION - #419 WAGE SCALE

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EVALUATEDCATEGORIES

	JULY 1/97	JULY 1/98	JULY 1/99
GROUP2 Clean Up S.M. Clean Up/J Bar Clean Up/ P.M.	\$19.94	\$20.34	\$20.75
GROUP3 Strip Layer/Stacker	\$20.05	\$20.45	\$20.86
GROUP4 "J" Bar Attendant/S.M. Bander Helper/Paper Wrap Lumber Transfer Belt	\$20.18	\$20.58	\$20.99
GROUP 5 Planer Hoist Operator/Woods Planer Hoist Operator/Stetson Ro Car Blocker Unscrambler Operator Planer "J" Bar Sling Attendant/P.M.	\$20.28 ss	\$20.69	\$21.10
GROUP6 Planer Stacker Attendant #1 Line Chip System Feeder Bander Operator Strip Cutter/Forklift	\$20.45	\$20.86	\$21.28
GROUPS Bander Opt./Small Shift Planer Feeder/Woods Planer Feeder/Stetson Ross Planer Stacker Operator #2 Line	\$20,79	\$21.21	\$21.63
GROUPS Bander Opt./Big Shift Drop Sort "B" Yard Piler Stacker Operator/Kiln Watchman/Konus/Kiln Attendant	\$20.97	\$21.39	\$21.82
GROUP 10 Trimmerman 1 st Trim/"J" Bar Trimmerman 2 [№] Trim/"J" Bar Cleanup/Bob Cat/Yard Utility	\$21.15	\$21.57	\$22.00

<u>GROUP 11</u> Autotrimmer #1 P.M. Planer Feeder/Set Up #1 P.M. Forklift/Flat Cars Forklift Yard	\$21.35	\$21.78	\$22.22
GROUP 12 Forklift/Planer Outfeed Forklift/Planer Infeed Log Cut-Off Circular #1 Log Cut-Off Circular #2	\$21.57	\$22.00	\$22.44
<u>GROUP 13</u> Edgerman Resaw Operator/Circular	\$21.78	\$22.22	\$22.66
GROUP 14 Gang Sawyer/Circular Edger Optimizer	\$21.99	\$22.43	\$22.88
<u>GROUP 15</u> LogLoader/CAT 966 LogLoader/CAT 966/Snow Plow	\$22.23	\$22.67	\$23.12
<u>GROUP16</u> Barker Operator/30" & 18" Forklift/Konus/Kiln Operator LogLoader/CAT 980	\$22.50	\$22.95	\$23.41
GROUP17 Canter/Twin Band	\$22.73	\$23.18	\$23.64
<u>GROUP20</u> LogLoader/Letourneau	\$23.47	\$23.94	\$24.42
GROUP21 PlanerGrader/Sort Side Planer Grader #2 Line LogLoader/CAT 966/Letourneau/Bu	\$23.72 ucker	\$24.19	\$24.67
GROUP <u>28</u> Sawyer/Double Cut	\$26.98	\$27.52	\$28.07
CHARGEHAND: GROUP JOB RA	TE PLUS	20¢	

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SUPPLEMENT NO. 1 WAGE SCALE NON-EVALUATEDCATEGORIES

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TRADESMANUFACTURING

	JULY 1/97	JULY 1/98	JULY 1/99
Auto Mechanic Helper, 1st Year	\$21.065	\$21,485	\$21.915
Auto Mechanic Helper, 2nd Year Auto Mechanic Improver, 1st Year Auto Mechanic Improver,	\$21.35 \$21.88	\$21.775 \$22,32	\$22.21 \$22.765
2nd year (1 st 6 months) Auto Mechanic Improver,	\$22.48	\$22.93	\$23.39
2nd year (2 nd 6 months) Auto Mechanic	\$23.34 \$25.165	\$23,805	\$24.28
Auto Mechanic - Certified	\$25.665	\$25,68 \$26.18	\$26,205 \$26,705
Carpenter Helper, 1st year	\$21.065	\$21,485	\$21.915
Carpenter Helper, 2nd year Carpenter improver, 1st year	\$21.35 \$21,88	\$21,775 \$22,32	\$22.21 \$22.765
Carpenter Improver,	421100	YEL.VE	φ 2 2,700
2nd year (1 st six months) Carpenter improver,	\$22.48	\$22,93	\$23.39
2nd year (2 nd six months)	\$23.34	\$23,805	\$24.28
Carpenter Carpenter - Certified	\$25.165 \$25.665	\$25,68 \$26,18	\$26.205 \$26.705
Calpenter - Certined	¢20,000	φ ∠0, ∤0	∂ ∠0 ./U5
Electrician Helper, 1st year	\$21.065	\$21,485	\$21.915
Electrician Helper, 2nd year Electrician Improver, 1st year	\$21.35 \$21,88	\$21.775	\$22.21
Electrician Improver, 1st year Electrician Improver.	\$21.88	\$22,32	\$22.765
2nd year (1 st six months)	\$22.48	\$22,93	\$23.39
Electrician improver,	¢03 60	P00.00	A04 47
2nd year (2 nd six months) Electrician	\$23.52 \$25,36	\$23,99 \$25,875	\$24.47 \$26.405
Electrician - Certified	\$25.86	\$26.375	\$26.905
Heavy Duty Mechanic Helper, 1st year	\$21,065	\$21.485	\$21,915
Heavy Duty Mechanic Helper,	φ£7.000	φ21,400	φ21.010
2nd year	\$21 .35	\$21.775	\$22.21
Heavy Duty Mechanic Improver, 1st year	\$21.88	\$22,32	\$22,765
Heavy Duty Mechanic improver,	φ4,1100	<i>4LL,0L</i>	ψ 2 21700
2nd year (1 st six months)	\$22.48	\$22.93	\$23.39
Heavy Duty Mechanic Improver, 2nd year (2 nd six months)	\$23.52	\$23,99	\$24.47
Heavy Duty Mechanic	\$25.36	\$25,875	\$26,405
Heavy Duty Mechanic - Certified	\$25.86	\$26.375	\$26.905

Machinist Helper, 1st year Machinist Helper, 2nd year Machinist Improver, 1st year Machinist Improver, 2nd year (1 sT six months) Machinist Improver, 2nd year (2 ND six months) Machinist Machinist	\$21.165 \$21.445 \$21.97 \$22.585 \$23.52 \$25.36 \$25.86	\$21.59 \$21.875 \$22.41 \$23.035 \$23.99 \$25.875 \$26.375	\$22.02 \$22.315 \$22.86 \$23.495 \$24.47 \$26.405 \$26.905
Millwright Helper, 1st year Millwright Helper, 2nd year Millwright Improver, 1st year Millwright Improver, 2nd year (1 ^{s⊤} six months) Millwright Improver, 2nd year (2 ND six months) Millwright Millwright – Certified	\$21.065 \$21.35 \$21.88 \$22.48 \$23.52 \$25.36 \$25.86	\$21.485 \$21.775 \$22.32 \$22.93 \$23.99 \$25.875 \$26.375	\$21.915 \$22.21 \$22.765 \$23.39 \$24.47 \$26.405 \$26.905
Painter Helper, 1st year Painter Improver, 1st year Painter Improver, 2nd year (1 st six months) Painter Improver, 2nd year (2 ND six months)	\$21.065 \$21.445 \$21.97 \$23.025	\$21,485 \$21,875 \$22,41 \$23,485	\$21.915 \$22.315 \$22.86 \$23.955
Painter Painter - Certified	\$24.975 \$25.475	\$25.485 \$25.985	\$26.005 \$26.505
Steamfitter/Pipefitter Helper, 1st year Steamfitter/Pipefitter Helper,	\$21,065	\$21,485	\$21,915
2nd year Steamfitter/Pipefitter Improver,	\$21,35	\$21,775	\$22.21
1st year Steamfitter/Pipefitter Improver,	\$21.88	\$22.32	\$22,765
2nd year (1 st six months) Steamfitter/Pipefitter Improver,	\$22.48	\$22.93	\$23,39
2nd year (2 ND six months)	\$23,52	\$23,99	\$24.47
Steamfitter/Pipefitter Steamfitter/Pipefitter - Certified	\$25.36 \$25.86	\$25,875 \$26,375	\$26,405 \$26,905
		,	
Welder	\$25,165	\$25,68	\$26.205
Welder - Certified Welder - Certified & Qualified	\$25,665 \$25,86	\$26,18 \$26,375	\$26,705 \$26,905
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MISCELLANEOUSCATEGORIES- MANUFACTURING

Grinderman	\$22.375	\$22.825	\$23.28
Oiler	\$22.40	\$22.85	\$23.305
Labourer	\$19.86	\$20.26	\$20.67

FILING ROOM CATEGORIES

Saw Fitter, Helper	\$21.065	\$21.485	\$21.915
Saw Fitter, 1st Year Completed	\$21.60	\$22.03	\$22.47
Saw Fitter, last six months	\$22.93	\$23.39	\$23.86
Saw Fitter	\$24.975	\$25.485	\$26.005
Saw Fitter with certificate	\$25.475	\$25.985	\$26.505
Circular Saw Filer Helper	\$25.475	\$25.985	\$26.505
Circular Saw Filer	\$25.36	\$25.875	\$26.405
Circular Saw Filer - Certified	\$25.86	\$26.375	\$26.905
Benchman Helper	\$25.86	\$26.375	\$26.905
Benchman	\$26.11	\$26.64	\$27.185
Benchman - with certificate	\$26.61	\$27.14	\$27.685

SUPPLEMENT NO.2 ADJUSTMENTS AND INTERPRETATIONS

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

Section 1:

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

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

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

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

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

b) Netherlands Division. Polar Division

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

It shall be deemed sufficient notice canceling call for work for night shift when notice has been given over Radio Stations CKPG, and CJCI, during the hours from twelve to one noon, but not later than three (3) hours before the shift commences with two (2) broadcasts within a one-half hour period. The above shall apply only within a thirty (30) mile radius of Prince George.

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

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

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

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It is agreed that the foregoing understanding shall be of the same force and effect as if it had been written into the actual contract and this Section d the Agreement shall form Supplement No. 2 and be part of the Contract.

E. & O.E.

SUPPLEMENT NO. 3 JOB TRAINING PROGRAMS

A Application

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

B. Posting

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

C. <u>Selection and Training</u>

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

D. Rates of Pay

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

E. <u>Seniority</u>

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

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

F. <u>Revision and Termination</u>

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

E.& O.E.

SUPPLEMENT NO.4A APPRENTICESHIPTRAINING PROGRAM

ARTICLE I- PURPOSE

The purpose of this Program is to improve the knowledge and skill of persons employed by the Company as Journeymen, Improvers and Helpers in respect of trades named in Article II herein.

ARTICLE II -TRADES

- 1. Millwright
- 2. Heavy Duty Mechanic
- 3. Steamfitter/Pipefitter
- 4. Machinist
- 5. Electrician
- 6. Welder

ABTICLE III - GENERAL PURPOSES

Section 1: Collective Agreement

All provisions of the Collective Agreement shall be applicable to Apprentices in this program.

Section 2: Rights to Continue

Once started in the Program, subject however to provisions of the Collective Agreement, the Apprentice shall have the right to continue, providing he passes all of the prescribed tests and work is available to him.

Section 3: Tests

Upon completion of each period *o*f training in the vocational school, an Apprentice will be required to pass a test. In the event of a failure to pass such a test, the Apprentice will be given a second (2nd) opportunity, but in the event of failure to pass on the occasion of the second (2nd) such test, he shall be required to withdraw from the Program.

Section 4: Meaning of "Year"

Wherever reference is made to a year as a Helper or Improver it shall mean a period of not less than two hundred (200) working days: the said period to include time spent a! the vocational school.

Section 5: Training Time and Entitlement

Subject to the provisions herein, an Apprentice who is hired by the Company and who has had training in another apprenticeship plan will be given recognition of such training time.

Section 6: On-the Job Training

The Company will ensure that Apprentices will be given the necessary onthe-job training.

ARTICLE IV - SELECTION OF APPRENTICES

Section 1: Seniority

When the Company requires Apprentices, it is agreed that the vacancy will be posted in the operation, and applicants selected in accordance with the provisions of Article VIII of the Collective Agreement.

Section 2: Successful Applicants

Successful applicants will be assigned as helpers for a three (3) month probationary period, unless the applicant's previous experience renders such assignment unnecessary.

Section 3: Entrance Standards

Entrance to the Program will in all cases be subject to the applicant meeting the standards required for acceptance by the Apprenticeship and Industrial Training Branch.

Section 4: Compulsory Entrance

All present Helpers and Improvers employed by the Company must enter the Program. Helpers and Improvers who cannot qualify in his Program will be reclassified as Labourers with no reduction in rate of pay until such time as they have an opportunity to apply their seniority to obtain a job with equal or a higher rate of pay. Labourers will not be employed in a manner that will interfere with the application of the Program.

Section 5: Age Limit

There will be no age limit for applications

ARTICLE V - TRAINING SCHEDULES

Section 1: Assignment as Helper

All successful applicants, will be registered as Apprentices and be assigned as Helpers for an eleven (11) month period prior to attending a vocational school, unless the applicant's previous experience renders such assignment unnecessary.

Section 2: 4 Year Schedule

	<u>Rating</u>	At Operation	At School
First Year	Helper	first 11 months	last 4 weeks
Second Year	Helper	first 11 months	last 4 weeks
Third Year	Improver	first 11 months	last 4 weeks
Fourth Year	Improver	first 11 months	last 4 weeks

Section 3 3 Year Schedule

	Rating	At Operation	At School
First Year	Helper	first 11 months	last 4 weeks
Second Year	Improver	first 11 months	last 4 weeks
Third Year	Improver	first 11 months	last 4 weeks

Section 4: Electricians

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

Section 5: Passing Test

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

Section 6: Journeyman Qualifications

"Subject to the conditions of this Section as listed below it is agreed that following completion of the period of requited training and upon becoming certified the journeyman shall receive the certified journeyman's rate of pay."

Conditions under which the above will apply:

- a) Only to a journeyman who has gone through the indentured apprenticeship training program under the sponsorship of the Company for which he is working.
- b) That he is working in the maintenance department.
- c) That all work normally done by the maintenance department is being done by the persons employed in the maintenance department.
- d) That nothing in this clause shall prohibit the laying off of journeymen, helpers, or apprentices if they are not required,
- e) That a journeyman may, when facing lay-off, choose to exercise his seniority into categories outside of the maintenance area ai the job rate if his seniority and ability entitle him to do so.

Section 7: Vocational School Delay

If any of the periods provided for in Sections 2, 3, or 4 herein are exceeded by reason of vocational school facilities being unavailable, such period of excess shall be credited to the Apprentice in succeeding training requirements.

ARTICI F VI- WAGE RATES

Section 1: Rates and increments

- a) Wage Rates for Helpers in the first term shall be that specified in the Wage Supplement.
- b) An Apprentice who passes his test shall receive the wage rate as specified in the wage supplement.

- c) The Wage Rate for an Improver shall be that as specified in the wage supplement.
- d) An Apprentice who passes a test in the fourth (4th) period of vocational training shall receive the wage rate as specified in the wage supplement.
- Persons employed as Journeymen, and who are certified as such, shall receive the certified rate for the trade as specified in **the** wage supplement.

Section 2: Expenses

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

The employer's contribution for the last two (2) weeks at school will be paid upon the employee's return to work.

Section 3: Delay in Testing

Where an employee incurs delay in taking one of the tests under this Program, through no fault of his own, the delay shall not prejudice his right to wage increments provided for in Section 1 herein.

ARTICL F VII- Advisory Board

Section 1: Constitution

There shall be an Advisory Board for each trade covered by the Apprenticeship Agreement, consisting of *two* (2) representatives of the Industry, two (2) from the Union, one (1) representing the Vocational School, and one (1) from the Apprenticeship and Industrial Training Branch.

Section 2: Responsibility

The Board shall be responsible for advising the Ministry of Labour, Apprenticeship and Industrial Training Branch, regarding the content of tests, standards of marking and school curriculum with respect *to* the registered Apprentices. The Board shall not be responsible for the actual setting or making of tests.

ARTICLE VIII) - GENERAL PROVISIONS

Section 1:

Persons presently employed as Journeymen, who do not wish lo become certified, shall continue to be employed as Journeymen.

Section 2:

Persons employed as Journeymen, who take the Tradesmen Qualification Exam and fail, shall continue to be employed as Journeymen.

Section 3:

If a present Journeyman fails to pass the test for a voluntary Tradesmen's Qualification Certificate, he can then become indentured as an Apprentice at no reduction of pay

Section 4:

There will be a three (3) man committee established to process applicants who make application to be tested under the voluntary Tradesman's Qualification, or who become indentured under the Apprenticeship and Tradesman's Qualification Act. The committee will determine what vocational training is necessary for persons indentured as Apprentices. Representation on the committee shall consist of the following:

- a) One (1) Representative from the Union.
- b) One (1) Representative from the Industry.
- c) One (1) Representative from the Apprenticeship Branch

Vocational training will be conducted during day courses. Textbooks and study material will be made available when required.

ARTICLE IX - TOOLS

Section 1:

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

Section 2:

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

Section 3:

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

E. & O.E.

SUPPLEMENT NO. 4B APPRENTICESHIP TRAINING PROGRAM

in respect to the

TRADES OF FILING AND FITTING

ARTICLE 1: - GENERAL PRINCIPLES

1. Plan "A" Saw Fitter's Apprenticeship Training Program

To cover the trade of the Saw Fitter which is defined as follows:

To be competent to fit all types of saws, circular saws, band saws, gang saws, chain saws, etc.

- a) Operate, repair and adjust all saw sharpening equipment and tools.
- b) Basic techniques in welding of saws.
- C) Maintain guides and water lines.
- d) Basic techniques in benching of circular saws, slashers and trim saws.
- NOTE: It is agreed that the Parties will not use the training program to change the job content d the jobs d the present saw fitters.

Plan "B" - Circular Saw Filer Apprenticeship Training Program

To cover the trade of a circular Saw Filer which is defined as follows:

Must be a qualified Saw Fitter and be competent to bench all circular and gang saws (tensioning, weld cracks and weld on teeth): be able *to* repair and maintain all filing room equipment, only as it applies to his job.

Plan "C" - Benchman Apprenticeship Training Program

To cover the trade of Benchman which is defined as follows:

Must be a qualified Saw Fitter and Circular Saw Filer, in addition must be able to bench circular and band saws. Must have a working knowledge d all allied sawmill machinery including the lining up of head rigs and grinding of band wheels.

- The Parties agree that the object of the above Plans is to improve the knowledge and skill of persons employed as filers and fitters in the industry.
- 3 The normal period of training will be:

<u>Safety</u> is an important part d the training programas outlined below; as such, it forms an integral part of each phase of the program.

a) Saw Fitters

Pre-apprenticeship Training in-plant three (3) months. 1st term:

- a) Three (3) weeks at school, depending on size class then writes an examination.
- b) Eleven (11) months in-plant training.
- 2nd term:
- a) Three (3) weeks at school, then writes an examination
- b) Eight (8) months in-plant training.

3rd term;

a) Three (3) weeks at school, then writes an examination- if he passes the test, he becomes certified as a Saw Fitter

b) Circular Saw Filers

Must spend a minimum of three (3) months in-plant training as an apprentice Circular Saw Filer.

1st term:

- a) Four (4) weeks at school, then writes an examination.
- b) Eight (8) months in-plant training

2nd term:

a) Two (2) weeks at school, then writes an examination. If he passes the test, he becomes a Certified Circular Saw Filer

c) <u>Benchman</u>

Must spend a minimum of three (3) months in-plant training as an apprentice Benchman.

1st term:

- a) Three (3) weeks at school, then writes an examination.
- b) Eleven (11) months in-plant training.

2nd term:

- a) Two (2) weeks at school, then writes an examination. If he passes the test, he becomes a Certified Benchman.
- **NOTE:** The above periods of in-school training may be altered by mutual agreement, subject to the experience in the Industry and in consultation with the Apprenticeship Branch of the Department of Education.
- 4. All provisions of the Collective Agreement will be applicable to apprentices in the Plan.

- Once started in this Plan, the apprentice, subject however to the provisions of the Collective Agreement, will have the right to Continue in any one (1) program providing he passes all of the prescribed tests and work being available to him.
- 6. a) Upon completion of each period of training in the Vocational School, an apprentice Saw Fitter will be required to pass a test. In the event of failure to pass such a test, the apprentice Saw Fitter will be given a second (2nd) opportunity but in the event of failure to pass on the occasion of the second (2nd) such test he will be required to withdraw from the Plan. Any Saw Fitter apprentice who fails to qualify at any stage of the Program will be allowed to apply his seniority as it is applied in a lay-off. On completion of the third (3rd) period of training in Vocational School an apprentice Saw Fitter will be required to gass a test. On passing the test he will be complexite the second factor of the second factor of the second factor of the third (3rd) period of training in Vocational School and apprentice Saw Fitter will be complexited to pass a test. On passing the test he will be complexite the second factor of the second fact
 - b) On completion of the first (1st) period of training in Vocational School an apprentice Circular Saw Filer will be required to pass a test. In the event of failure to pass such a test the apprentice Circular Saw Filer will be given a second (2nd) opportunity, but in the event of failure to pass on the occasion of the second (2nd) such test he will be required to withdraw from the Program and return to the position of Saw Fitter.

On completion of thesecond (2nd) period of training in Vocational School an apprentice Circular Saw Filer will be required to pass a test. Onpassing the test he will become a Certified Circular Saw Filer. In the event that he fails to pass the **test**, he will be given a second (2nd) opportunity. If he passes the test on the second (2nd) occasion he becomes a Certified Circular Saw Filer. Should he fail to pass the test on the second occasion he will be required to withdraw from the program and return to the position previously held, that of Saw Fitter.

c) On completion of the first (1st) period of training in Vocational School an apprentice Benchman will be required to pass a test. In the event of failure to pass such a test the apprentice Benchman will be given a second (2nd) opportunity, but in the event of failure to pass on the occasion of the second (2nd) such test he will be required to withdraw from the Program and return *to* the position of Circular Saw Filer.

On completion of thesecond (2nd) period of training in Vocational School an apprentice Benchman will be required to pass a test. On passing the test he will become a Certified Benchman. In the event that **he** fails to pass the test, he will be given a second (2nd) opportunity. If he passes the test on the second (2nd) occasion he becomes a Certified Benchman. Should he fail to pass the test on the second occasion he will be required to withdraw from the program and return to the position previously held, that σ Circular Saw Filer.

- 7. Wherever reference is made to a year as an Apprentice, it will mean a period of not less than two hundred (200) working days, the said period to include time spent at the Vocational School. In the event a participant works less than two hundred (200) days and has attended Vocational School within the year, he may be given the opportunity to take the required test.
- 8. Subject to the provisions herein, an apprentice will be entitled to recognition of training time in the Plan in the event of his moving from one employer in the Industry to another.

ARTICLE 2: SELECTION OF APPRENTICES

- a) Present trainees who are employed full-time, will be indentured in the Program.
- b) Upon entering the filing room, spares will be indentured into the apprenticeship program subject to the limitations of General Principles, point 5 contained herein.
- c) Subject to General Principles, point 5 trainees will be allowed to complete their program to meet the requirements of the operation in which they work.
- d) <u>Saw Fitter Apprentices</u>: It is agreed that the vacancy will be posted in the operation and applicants selected in accordance with the provisions of Article VIII - Seniority.
- e) <u>Circular Saw Filer Apprentices.</u> It is agreed that the vacancy will be posted in the operation and applicants selected in accordance with the provisions of Article VIII - Seniority. Applicants must be Certified Saw Fitters.
- f) <u>Benchman Apprentices:</u> It is agreed that the vacancy will be posted in the operation and applicants selected in accordance with the provisions of Article VIII - Seniority. Applicants must be Certified Circular Saw Filers.

ARTICLE 3: CERTIFICATION OF PRESENT TRADESMAN

Present Saw Fitters, Circular Saw Filers, and Benchman employed in the Industry who do not wish to become certified shall not have their seniority rights prejudiced through lack of certification.

Present Saw Fitters, Circular Saw Filers, and Benchman will have the right to write a qualifying examination in their respective classification. If they pass the examination they shall receive the appropriate certified rate. If they fail the examination they shall be slotted into the appropriate apprenticeship program with the view to upgrading and eventually becoming certified. Should they fail as per the steps outlined in 6(a), (b), or (c), they will be subject to the provisions outlined therein.

Present tradesmen, who write the Tradesman Qualification Examination will be tested on the basis of the job content of the present jobs in the filing room in which they work.

ARTICLE 4: ADVISORY BOARD

1. There will be an Advisory Board consisting of two (2) representatives of the Industry, two (2) from the Union, one (1) representing the Vocational School and one (1) from the Apprenticeship Branch.

- 2. The Board will be responsible for advising the appropriate school authorities, Department of Education and Departmentof Labour regarding the content \boldsymbol{d} test, standards of marking and the school curriculum.
- З. The Board will not be responsible for the actual setting or marking of tests.

OUTLINE OF FILER'S AND FITTER'S TRAINING PROGRAM

FITTER'S APPRENTICESHIP PROGRAM

Instruction Breakdown	Work Involved		
<u>1st Term;</u> 3 weeks Fittingbandsaws and gangs	Reasons for swage. Swage and shaper adjustment. Reasons for crumble, etc. tooth profile. Sharpener operation SawsSetting and sharpening of cutoff saws. Automatic and hand gumming. Swaging, sharpening circular rip saws. Automatic and hand sharpening. Spring set circular rip saws. Sharpening and retoothing. Inserted tooth cutoff and rip.		
Fitting Circular			
Grinding wheels. Instruction of types, dressing, etc.			
2nd Term: 3 weeks Review of 1st year school training.	As 1st year		
Repair and adjust equipment used by a fitter. All phases of filing room .			
	Welding (acetylene) - theory and practical. Gauge setting. Flame adjustment, Tip size. Torch handling. Penetration Welding		

All phases of chainsaw filing. Carbide (tipping and dressing only)

Preparingseats, brazing in carbide, teeth - dressing.

cracks.

3rd Term: 3 weeks

Review 2nd term Preliminary circular saw anvil instructions

Leveling, tensioning plumbing

Capable of hammering slashers, trim saws. Guide maintenance on handsaws, straight and pressure. Shear Board setting, Wheel scrapers. Water lines.

Welding

Theory Point build up Tooth replacement Benching of welds.

Work Involved

ULAB

Instruction Breakdown

1st Term: 4 weeks

To become proficient in hammering all circular saws, rip and cutoff used in sawmill and planer.

All circular saws including hollow ground. (Theory 108 cut off). Thin edgers. Carbide double arbour. Review of Basic Shop Mathematics.

2nd Term: 2 weeks

Benching gang saws stretcher roll and heat.

Leveling tension and back. Check tabs. Theory

Filing room machine maintenance. Be able to maintain and repair all filing room equipment. Trouble shooting of Circular Saw machinery.

BENCHMAN APPRENTICESHIP PROGRAM

<u>1st Term:</u> 4 weeks Complete bandsaw - bench

Work (roll stretcher and heat). Strain calculations. Welding Bench bandsaws in entirety.

Stretcher roll and heat Further training.

Learn alignment of mill machines. Head rig, edger, resaws, trim cut off, etc. Band mill Wheel Grinding.

Theory

2nd Term: 2 weeks

Saw Capacity Study

Theory

Feeds, tooth bite gullet capacity saw feeds, tooth bite gullet capacity saw speeds tooth spacing (Circular and band)

Trouble shooting

E. & O.E.

SUPPLEMENT NO. 5 FIREFIGHTING AGREEMENT

The following terms and conditions shall be **applicable for** the **duration of the** current Collective Agreement during "Company Responsibility Fires".

It is understood that the terms of this Agreement only apply to the employees in the employ of the Company at the time the fire started. Any person hired for Firefighting after the start of the fire will work under the rates and conditions as required by the B.C. Forest Service.

1. DEFINITIONS

a) Accidental Fire

Any fire not deliberately ignited by the Company to dispose of slash or waste, and which require active measures to distinguish.

b) Slash Escape Fire

Any slash fire ignited by the Company which has escaped the predetermined boundaries and requires active measures to extinguish.

c) Slash Control Fire

Any slash fire ignited by the Company which is contained within the pre-determined boundaries, or alternatively, any slash fire which has escaped such boundaries but is not considered out of control and does not require active measures as contemplated in a) and b) above.

d) Company Responsibility Fire

Any fire which the Company is responsible for taking measures to extinguish pursuant to the provisions of the Forest Act.

e) Forest Service Fire

Any fire in respect of which the B.C. Forest Service accepts responsibility for direction of measures to extinguish.

f) Fire Fighting Rates

The rates of pay for fighting Company Responsibility Fires hereinafter set out in this Agreement.

g) Regular Job Rates

Rates of pay to employees for the performance of their regular jobs, as set out in the Wage Supplement of the Collective Agreement.

h) Statutory Rates

Rates or pay established be B.C. Forest Service for fire fighting

2. COMPANY CONTROL | EDTIMBER

a) Notwithstanding the foregoing, when the Company directs Company employees to fight fires on Company controlled timber, or to fight fires on property adjacent to Company controlled timber which is threatening Company controlled timber, the Company will pay those employees at the fire fighting rates set out in Section 3 of this Supplement.

b) Where the B.C. Forest Service directs the Company to provide its employees for fighting fires in circumstances other than ?hoseset out in a) above, those employees will be paid at the statutory rates.

3. <u>F S</u>

 The basic rate shall be the base rate shown in the Collective Agreement and shall apply to all employees engaged in firefighting Company Responsibility Fires except those performing one of the following firefighting jobs:

CATEGORY	JULY 1/97	JULY 1/98	JULY 1/99
Crew Boss	\$21.32	\$21.745	\$22.18
Cat Operators	\$21.28	\$21.705	\$22.14
Skidder Operators	\$20.885	\$21.305	\$21.73
Power Saw Operators	\$20.78	\$21,195	\$21.62
Mechanics - Regular Job Rates			
Slip-on Tanks and/or Trailer	\$21.065	\$21.485	\$21.915
Tank with Pump (Driver Operator)			
Water Tank Truck with Pump,			
(Driver Operator)	\$20.57	\$20.98	\$21.40
Service Truck/Bus Drivers	\$20.495	\$20,905	\$21,325
Pumpman	\$20.54	\$20.95	\$21.37

- b) Straight-time rates will apply to all employees throughout the period during which the said employees are engaged in firefighting. This shall not include cook and bunkhouse personnel, tradesman, mechanics, or other categories servicing, feeding or supplying fire fighters from areas removed from the area of the fire or fires, unless the duties performed during the day in question are exclusively related to firefighting operations.
- c) Regular job rates will apply only for the duration of the regular production shift in which the fire started.
- Where employees are working in job classifications during fire fighting, other than those set out herein, job rates will apply.

4. BOARD AND LODGING

(While fighting Company Responsibility Fires)

- Employees who commute from home or camp are expected to "Carry a lunch". Additional meals where required will be at the Company expense.
- b) Employees required to live away from their private residence will receive board and lodging at Company expense.
- c) Employees living in fly camps will receive board and lodging at Company expense.

5. TRAVEL TIME

Travel time for employees engaged in firefighting will be paid in accordance with the Collective Agreement.

6. SI ASH BURNING

All employees engaged in patrolling or controlling slash fires which have been set by the Company will be paid their regularjob rate and overtime conditions will apply.

7. <u>INTERPRETATIVENOTES</u>

- a) When active firefighting ceases to be necessary, rates and overtime conditions for fire patrol will revert to normal conditions provided for in the Collective Agreement .
- b) The meaning of the word "extinguish" as used in this agreement shall include the act or process of suppression to the point where the fire requires fire patrolmen only.
- All provisions of the Collective Agreement except as amended or modified herein shall continue to apply.

E.& O.E.

SUPPLEMENT NO. 6 B.C. NORTHERN INTERIOR SAWMII L AND POLEYARD JOB EVALUATIONPI AN

ARTICLE 1 - PRINCIPLES AND PROCEDURES

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

ARTICLE 2-INDUSTRY STANDING COMMITTEE

There shall be a Standing Committee constituted and named the B. C. Northern Interior Standing Committee to consist of one (1) designated representative of C.O.N.I.F.E.R. Group, one (1) designated representative of Northwood Group, one (1) designated representative of Canadian Forest ProductsLtd./Group, one (1) designated representative of He Babine/Houston Group, and two (2) or more designated representative of IWA - CANADA,

ARTICLE 3 - FUNCTION OF THE INDUSTRY STANDING COMMITTEE The B. C. Northern Interior Industry Standing Committee shall provide general oversight of the operation of the Plan with responsibility of:

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

ARTICLE 4 - INDUSTRY JOB EVALUATION COMMITTEE

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

ARTICLE5-PLANTJOB REVIEW COMMITTEE

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

ARTICLE 6 - FUNCTION OF THE PLANT JOB REVIEW COMMITTEE

- a) The Plant Job Review Committee will be responsible for seeing that all requests for evaluation or re-evaluation of jobs are adequately and accurately documented before being passed to the Industry Job Evaluation Committee for further action. The documents required will include a "Request for Job Evaluation" form submitted either by an individual employee or by local management, and a fully completed "Job Study Record" form which provides sufficient information for the subsequent work of the Industry Job Evaluation Committee. The form of the documents, the procedure for submitting and handling them may be amended as required by the Industry Job Evaluation Committee in accordance with Article 4 of this Supplement.
- b) Decisions of the Plant Job Review Committee respecting the appropriateness of a request for evaluation or re-evaluation, or respecting the adequacy or accuracy of documents, shall be by unanimous agreement. Failing such agreement, the Plant Job Review Committee shall at the request of any one of its members, immediately forward the Request for Job Evaluation, together with any other documents on which there is unanimous agreement to the Industry Job Evaluation Committee and shall then have no further responsibility for documenting that request.

- c) When the Industry Job Evaluation Committee has made a decision respecting the evaluation of a job, it shall communicate that decision to the appropriate Plant Job Review Committee in the form of a Letter of Understanding. The Plant Job Review Committee will be responsible for informing management and the employees concerned. A decision of the Plant Job Review Committee that an Application for Job Evaluation should not be forwarded to the Industry Job Evaluation Committee will, similarly, be communicated with reasons to those concerned.
- d) Nothing in this Article limits the right of the Industry Job Evaluation Committee to determine the facts about any job, by direct observation or otherwise, or to amend any job description submitted to them in support of a Request for Job Evaluation.

ARTICI E7-APPLICATION OF PROGRAM

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

Millwright Planerman/Millwright Machinist Blacksmith Welder Pipefitter - including Sprinklerman Mechanic Electrician Painter Carpenter Bricklaver Steamfitter Boilermaker Sawfitter, Circular Saw Filers and Benchman Grinderman Oiler and Improvers and Helpers to the above trades.

ARTICLE 8 - DIRECTION OF WORK

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

ARTICLE9-RE-EVALUATION

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

ARTICLE 10 - NEW JOBS CREATED

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

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

ARTICLE 11 - RED CIRCLE PROTECTION

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

ARTICLE 12 - REFERRAL PROCEDURE

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

In the case of communications to the Industry Job Evaluation Committee, the Union representative will **be** addressed care of the offices of IWA CANADA and the employer representative care of the offices of the Company. The employer representative will then designate their evaluator regarding the disposition of any request for job evaluation.

ARTICLE 13 - TRAINING PROGRAM

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

ARTICLE 14 - GENERAL PROVISIONS

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

E. & O.E

SUPPLEMENT NO.7 ALTERNATIVESHIFT SCHEDULING

A FLEXIBILITY OF HOURS OF WORK

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

Balancing of production Maintenance Market requirements Even flow production Continuous scheduling (e.g. Logging, Engineers, Fireman, Maintenance, Watchman)

B. SHIFT SCHEDUI ING

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

1. Logging

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

2. <u>Manufacturing</u>

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

3. Maintenance

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

TION

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

- The Company and the Local Union will meet to discuss proposed shift schedules within the terms of Article VII, Section 4. Prior to the implementation of such schedules, the Parties must mutually agree on the resolution of issues such as:
 - a) Details of shift

c

- b) Details of Statutory Holidays, Floating Holidays, Bereavement Leave ad Jury Duty,
- Maximum lengths of shifts for physically demanding work. Accident prevention is a factor to be taken into account in determining shift lengths.
- d) The loss of hours/employment as a direct result of the implementation of alternate shift schedules.
- e) The use of employees for supplementary production work.
- 2. The Plant Committee and the crew will be actively consulted by the Parties during this process.

D. GENERAL PRINCIPLES

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

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

E. & O.E

SUPPLEMENT NO.8 FOREMANTRAINEES

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

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

SUPPLEMENT NO.9 UNION SECURITY

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

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

E. & O.E.

SUPPLEMENT NO. 10 <u>NEW AND EVOI VING WORK</u> OCTOBER 21. 1994

Preamble

Canadian Forest Products Wood Products Group and IWA Canada agree to a process which seeks to balance the economic concerns of the Company with the needs of their employees to have access to New and Evolving Work within the Northern Interior Forest Industry.

This process is intended to deal with:

- i) employment for regular company employees who are displaced by reduction in Annual Allowable Cuts or other land use decisions;
- additional opportunities for bargaining unit employment in new work that may be created in the forest industry;
- iii) replacement bargaining unit employment in new or evolved work which may develop in future.

Process

- This letter establishes a process for the Company and the Local Union to discuss opportunities for having Company employees perform new and evolving work within the forest industry in:
 - Value Added
 - Remanufacturing
 - Opportunities created through B.C. Forest Renewal funding

- The Company and Local Union are committed to working together towards making new work opportunities available to Company employees. It is understood to accomplish these goals the parties must achieve:
 - Efficiency and cost effectiveness on a fair and reasonable basis
 - Quality objectives
 - Safety objectives
- The parties recognize that they cannot reasonably anticipate all circumstances and situations which may arise so cannot prescribe comprehensive solutions in advance.
- 4. The parties agree that early joint preparation is an important contributor to the successful implementation and administration of the New and Evolving Work Letter. To this end, the respective negotiating committees will be jointly available to clarify this agreement, to assist Divisions on a case by case basis.
- 5. Issues must be resolved in a timely fashion.
- 6. This letter will expire on June 30, 2000, unless specifically renewed by both parties.

Dispute Resolution Process

In order to assist the Company and the Local Union in resolving disputes with may arise as a result of this letter it is agreed to:

- a) Establish a joint Dispute Resolution Committee composed of three (3) representatives from Management and three (3) from the Union to fact find and assist the Company and Local Union in reaching a solution.
- b) Management or the Local Únion can request the assistance of the Dispute Resolution Committee.
- c) The Dispute Resolution Committee may utilize the services of facilitators, mediators, or whatever means in order to reach a final recommended resolution.

August 12, 1997:

- a) Company agrees to participate as a member of the Northern Interior Task Force.
- b) In the event there are unresolved issues related to the implementation of the NEW process, the Company and the Unions will seek the assistance of the Dispute Resolution Committee in resolving the issue.

Agreed to on behalf:

CANADIAN FOREST PRODUCTS LTD. IWA CANADA, LOCAL 1-424 CLC

DATE: AUGUST 12, 199

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