

Collective Agreement

Between

Woodland Forest Products

and

I.W.A. Canada

**Local 1-424
CLC**

**Begins:
07/01/2002**

**Terminates:
06/30/2009**

12066 (04)

**Source:
Employees:
Received by:
Date: 07/27/2006**

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COLLECTIVE AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2004.

BETWEEN
WOODLAND FOREST PRODUCTS
(hereinafter known as the 'Company')
OF THE FIRST PART

AND I.W.A. CANADA, LOCAL 1-424, C.L.C.
(hereinafter known as the 'Union')
OF THE SECOND PART

1. WHEREAS the British Columbia Secondary Industry is faced with intense competition from substitute products manufactured close to our traditional markets, therefore it is the intent of the parties hereto that this agreement will promote and improve industrial and economic relationships between the company and its employees, and to insure operations in Prince George are successful. The parties agree that flexibility and c— operation are vital in manufacturing quality products in the most efficient manner for the long term benefit of the industry and its employees. Both parties recognize that Woodland Windows Ltd. must be profitable in order to provide the employees with a stable career opportunity and pay the salary and benefit programs designated in this Agreement, AND
2. WHEREAS the Company accepts responsibility to observe each and all provisions and conditions of this Agreement, and to promote orderly and peaceful relations with the Employees, AND
3. WHEREAS the Union accepts responsibility to observe each and all provisions and conditions of this Agreement, and to promote orderly and peaceful relations with the Company.

NOW THEREFORE the Parties hereto mutually agree as follows:

ARTICLE I - BARGAINING AGENCY

Section 1:

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

Section 2:

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

ARTICLE II - DEFINITION

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

ARTICLE III - MANAGEMENT

Section 1:

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

Section 2:

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

ARTICLE IV - UNION SECURITY

Section 1:

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

Section 2:

All employees who entered the employment of the Company on or after the 1st day of July, 1990 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:

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

Section 4:

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

Section 5:

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

Section 6:

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



I.W.A. CANADA, LOCAL 1-424



CHECKOFF

Starting Date _____ **Name of Employer** _____

PLEASE PRINT **Operation** _____

Name of Employee _____ Phone _____

Address _____

Postal Code _____

Social Insurance No _____ Are you a member of I.W.A. Canada? _____

In what I.W.A. Canada operation were you last employed? _____

I hereby authorize and instruct you to deduct from my wages and remit to Local 1-424 the following in payment of the amounts set out below:

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

IWA1-424

APPLICATION FOR MEMBERSHIP

I hereby request and accept membership in I.W.A. Canada, Local 1-424, and agree to abide by the constitution and by-laws of the organization. In case of misstatement of qualification for membership I agree to forfeit all rights, privileges and monies paid

SIGNATURE OF APPLICANT EMPLOYEE _____

CLOCK NO _____

DUPLICATE (YELLOW) COPY TO BE FORWARDED TO THE LOCAL UNION OFFICE

Section 7:

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

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

Section 8:

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

ARTICLE V - WAGES

Section I: Woodland Forest Products

Effective July 1, 2002, the wages of all hourly rated and piece rated employees will be increased by one percent (1%).

Effective July 1, 2003, the wages of all hourly rated and piece rated employees will be increased by a further two percent (2%).

Effective July 1, 2004, the wages of all hourly rated and piece rated employees will be increased by a further one percent (1%) per hour.

Effective July 1, 2005, the wages of all hourly rated and piece rated employees will be increased by a further one percent (1%) per hour.

Effective July 1, 2006, the wages of all hourly rated and piece rated employees will be increased by a further two percent (2%) per hour.

Effective July 1, 2007, the wages of all hourly rated and piece rated employees will be increased by a further two percent (2%) per hour.

Effective July 1, 2008, the wages of all hourly rated and piece rated employees will be increased by a further two percent (2%) per hour.

Section 2:

Effective November 30, 2002, a signing bonus of one hundred dollars (\$100.00) will be payable to each employee. Within thirty (30) days of the announcement of the refund of the American Softwood Lumber duty, or by November 30, 2003 at the latest, a further one hundred dollars (\$100.00) will be payable to each employee. These bonuses will be paid on separate cheques to all employees eligible to vote on the Memorandum of Agreement (i.e. Oct. 24, 2002).

Section 3: First Aid Attendants

- a) Where required by the Workers Compensation Board ("WCB"), the designated First Aid Attendant holding a Level 3 first aid ticket shall be compensated at a premium of eighty five (85) cents per hour. If WCB only requires a Level 2 ticket, the premium for the designated first aid attendant shall be fifty (50) cents per hour. All other employees

holding a valid ticket at Level 2 or Level 3 shall receive a premium of twenty five (25) cents per hour. The premium shall be in addition to the employee's regular wage rate.

- b) Where a Company is paying a bonus or premium(s) greater than set out above, it shall keep such policy in effect.

Section 4:

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

Section 5:

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

Premium rate for second (2nd) and third (3rd) shifts shall be increased to forty cents (\$0.40) per hour effective on the date of ratification of the 1999 - 2002 Memorandum of Agreement. A day shift employee working in excess of his/her 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/her regular shift shall receive rate and one-half plus the shift differential as per the above paragraph.

Persons employed on other than on regular shifts, shall be paid the shift premium rate for all hours worked outside the recognized day shift.

Section 6:

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

ARTICLE VI - PAY DAYS

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

ARTICLE VII - HOURS OF WORK AND OVERTIME

Section 1:

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

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

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

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

c) If a Statutory Holiday occurs during the work week, the employees shall **only** be required to work on Saturday and/or Sunday for the time lost due to the Statutory Holiday by mutual consent. For such work the employee shall be paid rate and one-half.

Section 2: Millwrights, Maintenance, Repair, Construction Employees, and Watchmen

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

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

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

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

- iv) For purposes of this provision, a Statutory Holiday shall be considered as a shift worked.

Section 3: Alternate **Shift** Scheduling

- a) Management, Plant or Camp Committees and Local Unions 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.
- b) Any variation(s) to **Sections 1** and 2 above shall be implemented only upon completion of the following steps:
 - i) Negotiated agreement between the Local Union and 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.
 - ii) Hours worked in excess of forty (40) hours per week or forty (40) hours average when there is an averaging period.
 - iii) All hours worked on an employee's scheduled rest day, unless a change in rest day has been agreed to between the employee and the Company.
 - iv) All hours worked on Sunday except those excluded in the casual section.
 - B. Double straight-time rates shall be paid for the following:
 - i) All hours worked in excess of A. i) above.
 - ii) All hours worked on Sunday when Sunday is also an employee's scheduled rest day, if the employee has worked forty (40) straight-time hours in the preceding six (6) days, unless a change in rest day has been agreed to between the employee and the Company.
 - C. Supplement No. 3 - Alternate Shift Scheduling, contains the agreed upon general principles and parameters for the establishment, implementation or discontinuance of alternate shift schedules.

Section 4: Three-Shift Operations

- a) The Employer shall have the right to operate his/her 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 Employer'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 Employer shall have the right to determine the number of shifts operated in any unit or department of the operation.

Section 5:

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

Section 6:

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

Section 7:

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

Such notice shall be considered to be given by an announcement over the appropriate **local** radio station(s), prior to the commencement of the shift.

Section 8:

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

Section 9:

Employees employed in manufacturing plants will be provided two (2) 15-minute breaks, one (1) within each half of a shift, at a time designated by the Company, which shall not be later

than one (1) hour before the end of each half shift.

It is agreed that the two (2) breaks in the above paragraph will be applicable to shifts of seven and one-half (7½) hours or more. When a shift is less than seven and one-half (7½) hours (i.e. six and one-half (6½) hour graveyard shift) only one (1) 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 and production shall be paid straight time rates for all straight time work performed on Saturday and Sunday.
- c) Regular laid-off employees shall not be classified as Casual Employees, and shall have preference for available work over the said casual employees.
- d) The employer agrees to keep a separate seniority list of casual employees who have worked at least ten (10) working days, exclusively for recall purposes and, subject to clause c), further agrees to recall casual employees in accordance with their seniority as set forth in this list.

Section 11:

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

Section 12: Hot Meals

Where employees are required to work more than two (2) hours of overtime beyond their normal shift, the Company shall provide a meal voucher of fifteen dollars (\$15.00).

ARTICLE VIII - SENIORITY

Section 1:

- a) Notwithstanding anything to the contrary contained in this Agreement, it shall be mutually agreed that all employees are hired on probation, the probationary period to continue until forty five (45) days have been worked, during which time they are to be considered temporary workers only, and during this same period no seniority rights shall be recognized.
- b) It is agreed that probationary employees will have preference over Casual employees for any work performed during the normal work week, subject to competency.

- c) It is further agreed that in the application of b) above, probationary employees will be called in for work in accordance with their **hiring** date, unless **such** call-in is beyond the control of the employer, and is subject to the employee being competent to **perform** the work. This obligation does not apply where the employee cannot be readily contacted or where the employee has already worked one shift in the 24-hour period.
- d) Upon completion of forty five (45) days worked they shall be regarded as regular employees, and shall be entitled to seniority dating from the day on which they entered the Company's employ, provided however, that the probationary period of **forty five (45) days worked shall** only be **cumulative** within the four **(4)** calendar months **following** the date of entering employment.

Section 2:

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

Section 3:

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

- d) During a reduction of forces where an employee's seniority is such that he/she will not be able to keep his/her regular job, he/she may elect to apply his/her seniority to obtain a job paying a higher rate if he/she has previously held the job in the operation on a regular basis.

Section 4:

- a) It is agreed that when employees are to be rehired after a lay-off, it shall be done on the basis of the last person released shall be the first person re-employed, **subject** to provisions of Section 2 a). It is agreed that in cases of emergency the application of plant seniority may be postponed for such period as may be necessary, but not exceeding **three (3)** days. If the Company decides to exercise its rights under this provision, it shall **notify** the Committee or the Local Union immediately.
- b) Where a reduction of forces **is** caused by emergency conditions, the application of seniority may be postponed for such period as may be necessary, but not exceeding five (5) working days. If the Company decides to exercise its rights under this provision, it shall notify the Shop Committee as soon as possible.

Section 5:

- a) When re-employing, in accordance with Section 4, after seasonal shut-down, **all** employees shall be notified by telegram or registered letter at least seven (7) days before restarting of the 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/her address during the period of shut-down.
- d) It is agreed that all employees shall, upon returning to employment, in accordance with this section, retain **all** seniority rights.

Section 6:

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

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

Section 7:

- a) It is mutually agreed that when hiring new employees consideration for preference shall, subject to the same conditions as in Section 2 above, be given to those employees of the Company having had previous seniority and who have an application on file.
- b) The Company signatory to this Agreement undertakes to give preference in hiring to former employees having previous Company seniority seeking employment as a result of operational closures or crew reductions in other operations of the Company.

Section 8:

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

- a) Employees with less than one (1) year's service will retain their seniority for a period of eight (8) months.
- b) Employees with one (1) or more year's service shall retain their seniority for one (1) year, plus one (1) additional month for each year's service, up to an additional six (6) months.
- c) A laid-off employee's seniority retention as provided for in a) and b) above will be reinstated in the event of re-employment before the expiry of seniority retention and on the completion of one day's work.

Section 9:

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

ARTICLE IX - LEAVE OF ABSENCE

Section 1:

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

Section 2:

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

Section 3:

- a) The Company shall grant leave of absence to employees who are appointed or elected to Union office for a period of up to and including one (1) year. Further leave of absence may be granted by mutual consent. Any employee who obtains such leave of absence shall return to the Company within thirty (30) calendar days after completion of his/her term of employment with the Union.
- b) The Company will grant leave of absence to employees who are elected as representatives to attend Union Meetings and Union Conventions, or 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 days, in the case of b) - five (5) calendar days by the Union in order to replace the employee with a competent substitute.
- d) The Union will make every effort in requesting such leaves of absence to avoid requests that will unduly deplete the crew in any one department which will impair production or inhibit the normal functioning of the operation. In such cases, the Union will cooperate with the Company in making substitute employees available or select alternate delegates to attend Union functions.

Section 4: Compassionate Leave

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

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

Section 5: 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: Bereavement Leave

- a) When death occurs to a member of a regular full-time employee's immediate family, the employee will be granted an appropriate leave of absence for which he/she shall be compensated at his/her regular straight time hourly rate of pay for hours lost from his/her regular work schedule for a maximum of three (3) working days.
- b) Piece workers who are entitled to bereavement leave shall be compensated in accordance with the principle established in Article XI, Section 2 b).
- c) Members of the employee's immediate family are defined as the employee's spouse, mother, father, brothers, sisters, sons, daughters, mother-in-law, father-in-law, sons-in-

law, daughters-in-law, step-parents, grandparents, grandparents-in-law, grandchildren, and stepchildren.

- d) Compensable hours under the terms of this Section will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but **will** not be counted as hours worked for the purpose of computing overtime.

Section 7: **Jury Duty**

- a) Any regular full-time employee who is required to perform Jury Duty, Coroner's Duty, or as a Crown Witness or Coroner's Witness on a day which he/she would normally have worked will be reimbursed by the Company for the difference between the pay received for Jury Duty and his/her regular straight time hourly rate of pay for his/her regularly scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of eight (8) per day or forty (40) per week, less statutory pay received for Jury Duty. The employee will be required to furnish proof of Jury Service and Jury Duty pay received.
- b) Any piece-worker who is required to perform Jury **Duty** shall be compensated for the difference between statutory pay received for Jury Duty and his/her job rate in accordance with the principle established in Article XI, Section 2 b).
- c) Hours paid for Jury Duty will be counted as hours worked for the purpose of qualifying for vacation and for recognized paid holidays but will not be counted as hours worked for the purpose of computing overtime.

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

ARTICLE X - VACATIONS WITH PAY

Section 1:

Employees with one (1) to three (3) years continuous service shall receive ~~two~~ (2) weeks vacation with pay based on the greater of four percent (4%) or eighty (80) hours at the hourly rate of the employee's regular job.

Section 2: Three Years Service

- a) Employees with three (3) or more years continuous service with the company shall receive three (3) weeks vacation with vacation pay based on the greater of ~~six~~ percent (6%) of the total wages or salary earned by the employee during the working year or one hundred and twenty (120) hours at the hourly rate of the employee's regular job.
- b) The third week vacation ~~as~~ in a) above will be taken, but does not have to be consecutive with the vacation period provided for in the above Section, but at a time convenient to the company.

Section 3: Eight Years Service or Over

- a) Employees with eight (8) or more years continuous service shall receive four (4) weeks vacation with vacation pay based on the greater of eight percent (8%) 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:

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

Section 5:

Vacations for employees shall be taken at such time as mutually agreed upon by the Union Committee and the Company when quantity and regularity of production shall not be impaired. It is also understood and agreed that the Company can, at its option, institute a vacation shutdown.

In accordance with this section, vacation allocation shall be determined no later than March 31st each year. Employees will be requested to submit their vacation preferences sufficiently before March 31st to enable the vacation allocation process to be completed by March 31.

Section 6: Vacation Pay - Percentage of Wages Method

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

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

Section 7: Qualification for Vacation Pay - Regular Job Rate Method

- a)
 - i) In order for an employee to qualify for the amount generated by the hours times the regular job rate method, the employee must have worked a minimum of fifteen hundred (1500) hours in the employee's first year of service and a minimum of one thousand (1000) hours during the employee's succeeding years of entitlement
 - ii) Where there is a common vacation pay cut-off date, for purposes of calculating minimum hours as in i) above, the calculation period shall be from the cut-off date in one year to the cut-off date in the succeeding year.
 - iii) Where there is no common vacation pay cut-off date, for purposes of calculating minimum hours as in i) above, the calculation period shall be from the employee's anniversary date in one year to his/her anniversary date in the succeeding year.
- b) For purposes of computing the requisite hours the following will be included
 - i) All hours worked;
 - ii) Statutory Holiday hours;

- iii) Jury and Crown Witness duty;
- iv) Bereavement Leave;
- v) Vacation hours;
- vi) Time not exceeding one (1) year, lost as the result of an accident recognized as compensable by the Workers' Compensation Board and suffered during the course of employment, shall be considered as time worked for the purpose of qualifying for vacation, provided that the employee returns to his/her employment.
- vii) Time not exceeding one (1) year, lost as the result of a non-occupational accident or illness, shall be considered as time worked for the purpose of qualifying for vacation, provided that at the time of the accident or illness the employee has been on the payroll for not less than one (1) year and that he/she returns to his/her employment. It is understood that the employer may require that the employee provide a certificate from a qualified medical practitioner.
- viii) Time lost as a result of lay-off shall not be considered as time worked for the purpose of qualifying for requisite hours.
- ix) Employees who report for work and who receive call time payment shall be credited with eight (8) hours for any such shift for purposes of computing requisite hours under this Section. Any employee who qualifies for call time in a day shall receive credit under this Section for eight (8) hours or credit for the hours for which wages were paid, whichever is greater.
- x) All hours worked in more than one (1) division of the parent company as a result of transfer or lay-off.

Section 8:

For the purposes of administration, the Company cut-off date shall be deemed to be the employee's anniversary date for the vacation year. It is further agreed that the employee will be entitled to an adjustment of the appropriate percentage of vacation pay when he/she qualifies for additional vacations for increased service with the Company as provided for under Sections 2 and 3, inclusive.

Section 9: Vacation Shut Down

If a vacation shutdown is instituted, it shall be taken in July or August.

Section 10: Employment **Standards Act**

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

ARTICLE XI - STATUTORY HOLIDAYS

Section 1:

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

Section2:

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

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

- b) Piecework employees shall receive pay for the statutory holidays for which they qualify, based on the daily average earnings for the days actually worked during the previous thirty (30) working days.
- c) All hourly-rated employees working on a paid holiday shall receive rate and one-half for hours worked on **such** day in addition to the holiday pay to which he/she may be entitled.
- d) To qualify for statutory holidays, an employee must have been on the Company payroll for the thirty (30) calendar days immediately preceding the statutory holiday and must have worked his/her last regularly scheduled work day before, and his/her **first** regularly scheduled work day after the holiday, unless his/her absence is due to a compensable occupational injury or illness, **which** occurred within six (6) months of the holiday, or the employee is on authorized leave of absence in accordance with Section 2 or 3 of *Article IX*.
- e) In the case of illness or injury, the Company shall have the right to request a certificate from a qualified medical practitioner.
- f) Notwithstanding any **of** the foregoing provisions, the employee must have worked one (1) day before and one (1) day after the holiday, both of which must fall within a period of **sixty (60)** calendar days.

ARTICLE XII - SAFETY AND HEALTH

Section1:

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

Section 2:

The Management of every operation shall maintain an Accident Prevention Committee of four (4) to six (6) members according to the size of the operation. Members of the Committee shall be designated to equal numbers by the Employees and the Employer.

Employee representatives shall be regular employees in the operation with at least one (1) year's experience.

Section 3:

Safety meetings will be held during working hours. 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/she will be compensated at his/her regular hourly straight time rate of pay for the time spent attending such meetings, investigations and inspections up to a maximum of two (2) hours per week.

Section 4:

The parties will discuss the establishment of a Safety and Health Research Program for the secondary wood manufacturing industry.

ARTICLE XIII - GRIEVANCE PROCEDURE

Section 1:

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

Wherever possible, members shall be selected on a departmental basis.

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

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

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

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

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

Section 2:

- a) If a grievance **has** not advanced to the next stage under steps 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 (1) of the Industrial Relations Act is specifically excluded from **this** Agreement.

ARTICLE XIV - RIGHT OF REFERENCE

Section 1:

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

Section 2:

The Joint Reference Committee shall consist of three **(3)** representatives selected by the I.W.A. Canada, C.L.C., Negotiating Committee and three **(3)** representatives selected by the Employer and the two **(2)** committees may be represented by one **(1)** or more Parties selected by them.

Section 3:

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

Section 4:

In the event the Joint Committee members disagree, all the facts in the case as found by the Union and Union members of the Joint Committee shall be placed in writing by the Union representatives and submitted to the 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:

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

ARTICLE XV - INTERPRETATION AND ARBITRATION

Section 1: Interpretation

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

Section 2: Arbitration

- a) In the case of a dispute arising under this Agreement, except as to Interpretations of this Agreement, which the Parties are unable to settle themselves, as set out in Article XIII, the matter shall be determined by Arbitration in the following manner.
- b) Either Party may notify the other Party in writing by Registered Mail of the question to be arbitrated.

- c) After receiving such notice and statement, each of the Parties **will** then refer the matter in writing to the Arbitrator who has been selected by the Parties.
- d) The Parties shall appoint a panel of three (3) Arbitrators. If the Parties fail to appoint the required three (3) Arbitrators, they ~~shall~~ forthwith request the Honourable Minister of **Labour** of the Province of British Columbia to appoint ~~the~~ arbitrators required.
- e) The single Arbitrator shall be selected from the panel of three (3) Arbitrators on a rotational basis.
- f) In the event that the Arbitrators provided for in this Section are not available to preside as Arbitrator under this Section, the Parties agree to meet and attempt to select a mutually satisfactory arbitrator. If unable to select one which is mutually ~~satisfactory~~, the Parties further agree to request the Honourable Minister of **Labour** of the Province of British Columbia to appoint ~~an~~ Arbitrator.
- g) If the Arbitrator **finds** that ~~an~~ employee has been unjustly suspended or discharged, such employee shall be reinstated with all his/her rights and privileges preserved under the terms of this Agreement. The Arbitrator shall ~~further~~ make the determination on the amount of lost pay to be paid to the employee.
- h) The decision of the Arbitrator shall be final and **binding** upon the Parties of the First and Second Parts.

Section 3:

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

Section 4: Place of Hearing

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

Section 5: Expedited Arbitration

Upon mutual agreement of the Parties, grievances can be resolved through expedited arbitration. The Arbitrator for the purposes of expedited arbitration will be Allan Hope, Q. C., or if he is not readily available, somebody else mutually agreed to by the Parties.

ARTICLE XVI - GENERAL PROVISIONS

Section 1:

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

Section 2: No Strike Pending Grievance and Arbitration Procedure

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

Section 3: No Lockout Pending Grievance and Arbitration Procedure

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

Section 4: Permanent Plant Closure - Severance Pay

- a) Effective September 1, 1990, employees terminated by the Company because of permanent closure of a manufacturing plant shall be entitled to severance pay equal to one (1) week's pay for each year of continuous service and thereafter in increments of completed months of service.
- b) Where a plant is relocated and the employees involved are not required to relocate their place of residence or are not terminated by the employer as a result of the plant relocation, they shall not be entitled to severance pay under this Article.
- c) Effective September 1, 1990, ~~sixty~~ (60) days notice of closure will be provided.

Section 5: Contracting Out

The Company agrees not to contract out work normally performed by bargaining unit members if it results in the layoff of any members of the bargaining unit.

Section 6: Tools

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

Section 7: First Aid Training

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

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

Section 8: Construction Contracting

- a) It is agreed that Plant Tradesmen who are assigned by the Company to carry out work directly related to "new" construction with tradesmen employed by an outside contractor, plant tradesmen will be paid the "outside" contractor(s) rate(s).
- b) For the purpose of this Agreement "new" construction shall be defined as meaning:
 - i) The construction of major new buildings and major additions to existing buildings.
 - ii) This does not apply to the installation of new equipment.

- c) i) "Tradesmen" shall mean journeymen and apprentices in the following trades:
 - Machinist
 - Millwright
 - Steam fitter/ Pipefitter
 - Welder
 - Electrician
 - Carpenter
- ii) "Contractor's Rate" shall only mean the hourly wage paid by that contractor and not any other payment or working conditions.

Section 9: Boot Allowance

The Company shall pay a boot allowance of ~~fifty~~ dollars (\$50.00) on January 30 of each year of the Agreement to each employee who has completed at least one (1) year of service.

ARTICLE XVII - JOB TRAINING

Job Training Program will be in accordance with Supplement No. 1 which is attached hereto and forms part of this Agreement

ARTICLE XVIII - APPRENTICESHIP TRAINING PROGRAM

Section 1:

- a) Apprenticeship Training Programs will be in accordance with Supplement No. 2 which is attached hereto and forms 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 employer shall pay the apprentice while attending Vocational School the difference between the subsidy granted by the appropriate government authorities and the regular wages of the employee concerned.

Section 2: Apprenticeship Selection Tests

The Parties agree to meet with representatives of the British Columbia Apprenticeship Branch for the purpose of developing an appropriate test for applicants who bid for apprenticeship vacancies.

The test will be used to test applicants prior to selection in accordance with the Letter of Understanding titled 'Selection of Apprentice Procedure' dated December 17th, 1980. It is understood that the position will be awarded to the senior applicant who passes the test.

Section 3:

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

ARTICLE XIX - TECHNOLOGICAL CHANGE

Section 1: Advance Notification

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

Section 2: Rate Adjustment

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

Section 3: Severance Pay

Employees discharged, laid off or displaced from their regular job because of mechanization, technological change or automation shall be entitled to severance pay of one (1) week's pay for each year of service with the Company. The amount calculated under such entitlement shall not exceed a maximum of thirty (30) weeks pay. This Section shall not apply to employees covered by Section 2 b) above.

ARTICLE XX - SAFETY EQUIPMENT

Section 1:

The Company shall replace such equipment at no cost to the employee when these articles are presented worn or damaged beyond repair and when they are required by the Company or the Workers Compensation Board.

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

Section 2:

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

- i) Supply new employees with the articles of equipment as required.
- ii) Supply employees moving to another department with the articles of equipment they require and that they do not have at the time of the move, and
- iii) Replace articles of equipment when those articles are presented worn or damaged beyond repair.

That is to say:

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

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

Section 3:

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

Section 4:

The employer shall make coveralls available and maintain same for use by Grindermen and Tradesmen.

Section 5:

Employees who have completed one year of service with *the* Company shall be eligible for form fitted ear plugs of a type acceptable to the Workers' Compensation Board of **British Columbia**. Upon purchase of these properly fitted earplugs by **an** employee, he/she shall be reimbursed 100% of the cost upon providing a receipt to the Company and the return of the currently issued **green** ear protectors. **The** employee shall have the earplugs fitted **on his** own time and from the Company recommended by the employer. Employees who lose their ear protectors or form fitted earplugs are responsible for the cost of replacing them. It is understood that decibamps are forbidden.

ARTICLE XXI - TOOL INSURANCE

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

ARTICLE XXII - NEW CONCEPTS COMMITTEE

A Committee will be established to consider new ways of organizing the work within the plant, with **a** view to the Company implementing a more co-operative and consultative approach based **on** the team work model.

ARTICLE XXIII - TROUBLED EMPLOYEE PROGRAM

A joint committee will be established to develop an E.F.A.P. - Employee and Family Assistance Program.

ARTICLE XXIV - DURATION OF AGREEMENT

Section 1:

The Parties hereto mutually agree that this Agreement *shall* be effective from and after the first (1st) day of July, 2002 to the thirtieth (30th) day of June, 2009, and thereafter, from year to year unless four (4) months written notice of contrary intention is given by the Parties. The notice required hereunder shall be validly and sufficiently served at the head office of the Party of the First Part or at the Local Office of the Local Officers of the Union, Party of the Second Part, at least four (4) months prior to the expiry of any yearly period. If no agreement is reached at the expiration of this contract and negotiations are continued, the Agreement ~~shall~~ remain in force **up** to the time that a subsequent Agreement is reached, or **until** negotiations are discontinued by either Party.


Section 2:

The Parties hereto agree that the operation of Section 50 of Subsections (2) & (3) of the Labour Relations Code is excluded from this Agreement.

DATED this 15th day of oct, 2004

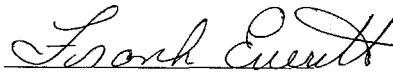
FOR:

WOODLAND FOREST PRODUCTS



FOR

I.W.A. CANADA, LOCAL 1-424
Affiliated with C.L.C.



iwa 1-424



SUPPLEMENT NO. 1

JOB TRAINING PROGRAMS

A. APPLICATION

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

B. POSTING

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

C. SELECTION AND TRAINING

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

D. RATES OF PAY

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

E. SENIORITY

8. ~~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.
9. If, during the training period, the trainee wishes to discontinue training, or **fails** to qualify, he/she should return to the job previously held by him/her.

F. REVISION AND TERMINATION

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

SUPPLEMENT NO. 2

APPRENTICESHIP TRAINING PROGRAM

BETWEEN WOODLAND FOREST PRODUCTS

AND I.W.A. CANADA, LOCAL 1-424, C.L.C.

in co-operation with: DIRECTOR OF APPRENTICESHIP & INDUSTRIAL TRAINING
PROVINCE OF BRITISH COLUMBIA

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. Millwrights - 4 year program
2. Electrician - 4 year program

ARTICLE III - GENERAL PRINCIPLES

Section 1: Collective Agreement

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

Section 2: Right to Continue

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

Section 3: Tests

Upon completion of each period of training in the vocational school, an Apprentice will be required to pass a test. In the event of failure to pass such a test, the Apprentice will be given a

second (2nd) opportunity, but in the event of failure to pass on the occasion of the second (2nd) such test, he/she 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 at the vocational school.

Section 5: Training Time 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 on-the-job practical 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

Entrances 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 this 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.

Section 5: Age Limit

There will be no age limit for applicants.

ARTICLE V - TRAINING SCHEDULES

Section 1: Assignment as Helper

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

A program for the aforementioned Welder Apprentices will be established by June 1st, 1968.

Section 2: 4 Year Schedule

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

Section 3: 3 Year Schedule

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

Section 4: Electricians

Notwithstanding the provisions of Sections 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 required 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/she is working.
- b) That he/she is working in the maintenance department.
- c) That all work normally done by the maintenance department is being performed 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/her seniority into categories outside of the maintenance area at the job rate if his/her seniority and ability entitle him/her 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.

ARTICLE 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/her test shall receive an increment agreed to between the Company and the Union during this second (2nd) term year as a Helper.
- 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 an increment agreed to between the Company and the Union during his/her second term as an Improver.
- e) Persons employed as Journeymen, and who are certified as such, shall receive the certified rate for the trade as agreed to between the Company and the Union.

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 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/her own, the delay shall not prejudice his/her right to wage increments provided for in Section 1 herein.

ARTICLE 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 Department of Labour, Apprenticeship and Industrial Training Branch regarding the content of tests, standards of marking and the school curriculum with respect to the registered Apprentices.

The Board shall not be responsible for the actual setting or marking of tests

ARTICLE VIII - GENERAL PROVISIONS

Section 1:

Persons presently employed as Journeymen, who do not wish to 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/she can then become indentured as an Apprentice at no reduction in rate 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 Tradesmen's Qualification, or who become indentured under the Apprenticeship and Tradesmen's qualification Act. The committee will also 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/herself for the job.

Section 3:

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

SUPPLEMENT NO. 3

ALTERNATE SHIFT SCHEDULING

A. FLEXIBILITY OF HOURS OF WORK

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

Balancing of production

Maintenance

Market requirements

Even flow production

Emergency or unexpected harvesting programs

Continuous scheduling (e.g., Logging, Engineers, Firemen, Maintenance, Watchmen)

B. SHIFT SCHEDULING

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

1. Manufacturing

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

2. Maintenance

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

3. Other Shifts

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

C. IMPLEMENTATION

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

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

D. GENERAL PRINCIPLES

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

1. The Company agrees that alternate shift schedules will not be introduced where the intention is to increase the use of casual employees in place of regular employees.
2. Different parts of an operation may be scheduled on different shifts.

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

SUPPLEMENT NO. 4

HEALTH AND WELFARE & PENSION

Section 1: Medical

A) Health and Welfare

- 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 dollars (\$25,000); including hospitalization coverage **up** to 100% in excess of the deductible and prescription drugs up to 100% in excess of deductible; 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 more than three (3) months seniority, **but** less than one (1) years 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 of lay-off coverage to occur there must be a return to regular full-time employment. An employee returns to regular full-time employment when he/she is employed for ten (10) working days within a floating period of thirty (30) consecutive days.
 - iii) In addition, an employee who returns to work for at least one (1) working day and less than ten (10) working days will be covered for that month, in addition to any lay-off coverage to which he/she was entitled, if the recall occurred during the period of lay-off coverage.
- f) Participation in the Plan is to be a condition of employment
- g) Coverage to be 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) Effective July 1, 1992 a Vision Care program be instituted to provide for payment up to a maximum of one hundred dollars (\$100.00) per person in any twenty-four (24) consecutive month period for charges incurred relative to the purchase of lenses and frames or contact lenses when prescribed by a person legally qualified to make such prescription.

Section 2: Insurance Coverage

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

- a) Woodland Lumber Ltd. - I.W.A. Canada Board of Trustees

The Board of Trustees, composed of two members representing I.W.A. Canada and two members representing Woodland Forest Products benefit plan. The trustees are also responsible for the selection of carriers, **funding**, adjudication of compassionate appeals and health and welfare problems directly related to the plan.

The Company agrees to provide the following insurance coverage:

- b) Group Life Insurance for each qualified employee of \$25,000.00, and for spouses of employees of \$5,000.00, and for each child of employees of \$2,500.00. Premiums are to be paid by the company.
- c) Accidental Death and Dismemberment Insurance for each qualified employee of \$25,000.00. Premiums are to be paid by the Company.
- d) Effective July 1, 2000, insurance coverage for each employee will be increased to \$35,000.00.
 - i) Weekly Indemnity for each qualified employee of 2/3 of wages up to a maximum equal to the maximum sickness benefit under the Unemployment Insurance Act (currently \$408.00 per week).
 - ii) Premiums are to be paid by the employees.
 - iii) Weekly indemnity coverage will be eliminated for an employee during an extended leave of absence.
 - iv) Weekly Indemnity to commence the first day of accident and the eighth day of illness for a period of twenty-six (26) weeks.
- e) Eligibility shall be the first of the month following date of completion of the employee's probationary period.

- f)
 - i) Lay-off coverage for employees with more than three (3) months seniority, but less than one (1) years 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 of lay-off coverage to occur there must be a return to regular full-time employment. An employee returns to regular full-time employment when he/she is employed for ten (10) working days within a floating period of ~~thirty~~ (30) consecutive days.
 - iii) In addition, an employee who returns to work for at least one (1) working day and less than ten (10) working days ~~will be covered for that month, in addition to any lay-off coverage to which he/she was entitled, if the recall occurred during the period of lay-off coverage.~~
- g) Participation in the Plan is to be a condition of employment.

Section 3: Dental Plan, Pension Plan and Long Term Disability

A) Dental

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) Commencing July 1, 1991, Prosthetics, Crowns and Bridges (Plan "B") - Plan pays 50% of approved schedule of fees.
- c) Total premium cost to be borne by the Company.
- d) Eligibility shall be the first of the month following date of completion of the employee's probationary period.
- e)
 - i) Lay-off coverage for eligible employees with less than one (1) years 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 of lay-off coverage to occur there must be a return to regular full-time employment. An employee returns to regular full-time employment when he/she is employed for ten (10) working days within a floating period of ~~thirty~~ (30) consecutive days.
 - iii) In addition, an employee who returns to work for at least one (1) working day and less than ten (10) working days will be covered for that month, ~~in addition to any lay-off coverage to which he/she was entitled, if the recall occurred during the period of~~ lay-off coverage.
- f) Participation in the Plan is to be a condition of employment

B) Pension Plan

- a) The company will continue its pension plan which shall be mandatory for all eligible employees.
- b) Eligibility after January 1, 1991 shall be for all employees who have completed *two* years of employment.
- c) Eligible employees will pay \$48.00 per month, with the Employer making matching contributions.

C) Long Term Disability

- a) The Company will provide a long term disability plan with coverage of 50% of basic earnings to a maximum of \$1,000.00 per month.
- b) Eligibility shall be after an employee has been on weekly indemnity for 26 weeks.
- c) Premiums are to be paid by the employees.
- e) Participation in the Plan is to be a condition of employment.

SUPPLEMENTNO. 5

WAGE SCALE - WOODLAND COMPONENTS

	<u>July 1/02</u>	<u>July 1/03</u>	<u>July 1/04</u>	<u>July 1/05</u>	<u>July 1/06</u>	<u>July 1/07</u>	<u>July 1/08</u>
<u>Group 1</u>	\$11.59	\$11.82	\$11.94	\$12.06	\$12.30	\$12.55	\$12.80
Probationary Employees							
<u>Group 2</u>	\$12.34	\$12.59	\$12.71	\$12.84	\$13.10	\$13.36	\$13.63
Moulder Tailers							
Chopline Piler							
Autochop Piler							
Tenon Machine Helper							
Strip Piling							
Fingerjoint Feeder							
Fingerjoint Tailer							
Lade Assembly							
Manual Chop							
Ripsaw/Bandsaw							
Surfacing Moulder Sorter/Piler							
Rip Saw Feeder							
<u>Group 3</u>	\$13.52	\$13.79	\$13.93	\$14.07	\$14.35	\$14.64	\$14.93
Moulder Feeder							
Surfacing Moulder Feeder							
Forklift - Inside							
Chopper							
Auto Chop Marker							
<u>Group 4</u>	\$15.49	\$15.80	\$15.96	\$16.12	\$16.44	\$16.77	\$17.10
Forklift - Outside							
Fingerjoint Operator							
Tenon Operator							
High Speed Moulder							
Surface Moulder Set-up							
<u>Group 5</u>	\$16.32	\$16.65	\$16.81	\$16.98	\$17.32	\$17.67	\$18.02
Grinderman							
Moulder Setup							

SUPPLEMENT NO. 6

WAGE SCALE- WOODLAND FOREST PRODUCTS

	<u>July 1/02</u>	<u>July 1/03</u>	<u>July 1/04</u>	<u>July U05</u>	<u>July 1/06</u>	<u>July 1/07</u>	<u>July 1/08</u>
<u>Group 1</u>	\$11.59	\$11.82	\$11.94	\$12.06	\$12.30	\$12.55	\$12.80
Probationary Employees							
<u>Group 2</u>	\$12.34	\$12.59	\$12.71	\$12.84	\$13.10	\$13.36	\$13.63
Belt Tailers							
Wadkin Tailer							
Pallet Construction							
Shrink Wrap Tailer							
Hangerbolt Machine							
Laminator Tailer							
Sander Tailer							
Filler							
Edge Sander							
Table Saw							
Shrink Wrap Feeder							
Finish Sand Tailer							
Wadkin Feeder							
Norbidelli Drill							
Mortiser							
Strapper							
Assembly of Skirts							
Table Packaging							
Upright Assembly							
Jenkins Tenon Machine Helper							
<u>Group 3</u>	\$13.52	\$13.79	\$13.93	\$14.07	\$14.35	\$14.64	\$14.93
Router							
Shelf Assembly							
Table Assembly							
Laminator Feeder							
Sander Feeder							
Finish Sander Feeder							
<u>Group 4</u>	\$15.49	\$15.80	\$15.96	\$16.12	\$16.44	\$16.77	\$17.10
Sprayer							
Tenon Operator							
Shipper/Receiver	\$16.32	\$16.65	\$16.81	\$16.98	\$17.32	\$17.67	\$18.02

SUPPLEMENT NO. 7

WAGE SCALE - WOODLAND FOREST PRODUCTS

	<u>July 1/02</u>	<u>July 1/03</u>	<u>July 1/04</u>	<u>July 1/05</u>	<u>July 1/06</u>	<u>July 1/07</u>	<u>July 1/08</u>
<u>Group 1</u>	11.59	11.82	11.94	12.06	12.30	12.55	12.80
Probationary Employees							
<u>Group 2</u>	12.34	12.59	12.71	12.84	13.10	13.36	13.63
Autochop Piler							
Planer Pier							
Paper Wrapper							
Planer Strip Piler							
Table Saw Operator							
Chop Saw/Clean-up							
Fingerjoint Feeder							
Fingerjoint/Outfeed Operator							
Fingerjoint Piler							
<u>Group 3</u>	13.52	13.79	13.93	14.07	14.35	14.64	14.93
Splitter Operator							
Dimter (Autochop) Marker							
Planer Operator							
<u>Group 4</u>	15.49	15.80	15.96	16.12	16.44	16.77	17.10
Forklift Operator							
Shipper/ Forklift Operator							
Planer Grader							
<u>Group 5</u>	16.32	16.65	16.81	16.98	17.32	17.67	18.02
Glue Mixer/Tester							
Grinderman							
<u>Premiums</u>							
First Aid Ticket		0.50					
Grading Ticket		0.25					
If job requires Grading Ticket		0.50					
Grading Ticket when working on Dimter Marker or Planer Grader in W.F.P. or Autochop Marker in Components		1.00					

Effective July 1, 2002, a premium of one dollar (\$1.00) per hour will be paid to employees in the grinderman category at Woodland Forest Products or Woodland Components who have completed three (3) years of employment from the date of being signed off as qualified on the grinderman position.

Effective July 1, 2002, a Premium of twenty-five cents (\$.25) will be paid to Components employees' holding a Grading Ticket. Components employees who previously received a premium of fifty cents (\$.50) per hour for holding a Grading Ticket shall continue to receive the higher premium.

LETTER OF UNDERSTANDING

BETWEEN. WOODLAND FOREST PRODUCTS
AND I.W.A. CANADA, LOCAL 1-424, C.L.C.

Re: First Aid Persons


The parties agree as follows:

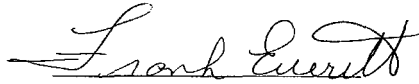
1. That the Company **will** employ one first aid person per shift on the **main** site.
2. The first aid persons will be I.W.A. Canada members.


Dated this 16th day of Oct, 2004.

FOR:
WOODLAND FOREST PRODUCE

FOR
I.W.A. Canada, Local 1-424, C.L.C.







iwa 1-424

LETTER OF UNDERSTANDING

BETWEEN WOODLAND FOREST PRODUCTS
AND: I.W.A. CANADA, LOCAL 1-424, C.L.C.

Re: Call In and Call Back Time


The parties agree as follows:

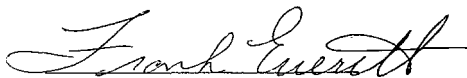

Trades and production employees called in to work on other than a scheduled work day or called back to work after leaving at the end of a work day shall receive minimum of three (3) hours pay at the appropriate rate. If the work involves the routine checking of the boilers, the minimum pay shall be one (1) hour.

Dated this 15th day of Oct, 2004.

FOR:
WOODLAND FOREST PRODUCTS

FOR
I.W.A. Canada, Local 1-424, C.L.C.



iwa 1-424

LETTER OF UNDERSTANDING

BETWEEN WOODLAND FOREST PRODUCTS
AND: I.W.A. CANADA, LOCAL 1-424, C.L.C.

Re: Local Issues

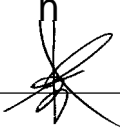
The parties agree as follows:

1. In the event of a formal discussion between a representative of management and an employee concerning discipline of the employee or an interpretation of the Collective Agreement, the employee has the right to be accompanied by a Union steward.
2. A larger variety of **safety** glasses is to be provided.
3. Crew Safety meetings are to be held on Company time.
4. Company meetings are to be held on Company time.
5. When the leases expire on the forklifts, the new leases will provide for heated cabs.
6. The Union agrees not to contest the working foremen on the basis that the performance of bargaining unit work will not result in the lay off of employees, or the failure to recall laid off employees, or an employee transferring to a lower rated job, or the failure to fill vacancies. The Union will have the right to contest this work if it reaches or exceeds four (4) hours cumulative in a shift, save and except the W.F.P. weekend shift.
7. Foreman will not enter the lunchrooms as per attached letter from Peter Gall.
8. Any document relating to discipline will be removed from an employee's file after the expiration of twenty four (24) months from the date it was issued, provided there has not been a further infraction.

Dated this 21st day of Oct, 2004.

FOR

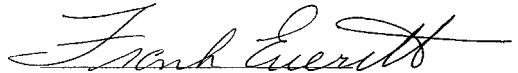

WOODLAND FOREST PRODUCTS



iwa 1-424

FOR

I.W.A. Canada, Local 1-424, C.L.C.

LETTER OF UNDERSTANDING

BETWEEN: WOODLAND FOREST PRODUCTS
AND: I.W.A. CANADA, LOCAL 1-424, C.L.C.

Re: Leadhands

The parties agree as follows:


1. Leadhands will receive an additional ten percent (10%) of their rate of pay
2. *The Leadhand* will be selected by the Company without posting.


Dated this 15th day of Oct 2004.

FOR
WOODLAND FOREST PRODUCTS



FOR
I.W.A. Canada, Local 1-424, C.L.C.





iwa 1-424

LETTER OF UNDERSTANDING

BETWEEN WOODLAND FOREST PRODUCE
AND I.W.A. CANADA, LOCAL 1-424, C.L.C.


Re: Job Evaluation Procedure

The parties agree to adopt the attached Job Evaluation Procedure:


In the event that the Plant Committee/Management review process is unable to reach agreement on a position's placement **within** a Job Group, then an independent third **party**, selected by agreement of the Company and the Union, and applying the principles outlined in the attached Job Evaluation Procedure will be appointed to settle the matter. Costs of **this** process will be shared **equally** between the Union and **the** Company.


Dated this 15th day of oct, 2004.

FOR
WOODLAND FOREST PRODUCTS



FOR:
I.W.A. Canada, Local 1-424, C.L.C.





iwa 1-424

JOB EVALUATIONPROCEDURE

The Company operates under a job Grouping System with various jobs placed within certain groups.

It is the intention of the Job Evaluation Procedure to ensure that jobs are placed in the appropriate Job Group. Jobs **will** be evaluated where the original job description is significantly changed or a new job is added to the original evaluation.

It is therefore agreed between the Company and the Plant Committee that a job may require evaluation where:

1. A new job is added
2. A job is substantially changed in content or duties

JOB EVALUATIONPROCEDURE

The job evaluation procedure **will** operate as follows:

1. The Company or the Plant Committee will request an evaluation by presentation of the attached evaluation form at a scheduled Plant Committee/Management Meeting.
2. An Evaluation Team, consisting of one Plant Committee representative and one Management representative will be appointed to review the new job description and recommend placement of the job in the appropriate Job Group.
3. The Evaluation Team will meet with these employees who perform the job in questions, the foreman of the area in which the job is **being** performed and other appropriate personnel to verify that the Job Description is accurate.
4. The Evaluation Team will compare the Job Description to ~~the~~ Job Descriptions of other **similar** jobs and recommend which Job Group the job should be placed in.
5. The Evaluation Team recommendations will be reviewed and approved or rejected at a scheduled Plant Committee/ Management meeting.
6. The Plant Committee/Management review process will consider the fact that overall wages will normally remain the same.
7. The process will be signed off by the President of *the* Company and a copy forwarded to the payroll department.

WOODLAND FOREST PRODUCTS
JOB EVALUATION REQUEST FORM

Date: _____

Title of job to be reviewed _____

Review requested by: _____

WHY JOB EVALUATION IS REQUIRED (Where the job currently exists and has been previously evaluated. Describe the reasons or the changes in the job duties that make the re-evaluation necessary.) In the case of a new job please attach the new job description to this form:

Evaluation team assigned:

Plant Committee Representative _____

Management Representative _____

Evaluation completed by _____

Evaluation team recommendations:

PLANT COMMITTEE AND MANAGEMENTS APPROVAL

Signed _____ Plant Committee Representative

_____ Manager

_____ President

cc: Payroll
iwa 1-424

LETTER OF UNDERSTANDING

BETWEEN: WOODLAND FOREST PRODUCTS
AND I.W.A. CANADA, LOCAL 1-424, C.L.C.

Re: Job Group Posting and Training Agreement

The parties agree on the following Employee Job Group posting and training procedures:

1. The Company shall post permanent vacancies in Job Groups III and higher. The Company will indicate on the Job Group Posting the job it intends to train the successful bidder on. The Job Group Postings shall be open to employees currently holding permanent positions in the next lower, or any higher group within the plant where the vacancy **occurs**. Selection will be in accordance with Article 8 of the Collective Agreement.
2. **An** employee who is the successful bidder on a Job Group Posting will not be eligible to bid to another group for a period of **six (6)** months unless there is no other eligible person within that group available.
3. The employees who is selected to fill a permanent vacancy in a Group through the Job Group Posting **will** be trained at the job indicated to be filled on the posting. The training period will be considered to be:

Group II	Probationary Period
Group III	30 working days
Group IV	40 working days
Group V	50 working days

These training periods are indications only of the periods in which employees would be expected to achieve competency in jobs in the various groups and to perform them to Company standard. During the training period the employee will be expected to make steady progress towards becoming competent in the job for which they are being trained. Lack of such progress **will** result in termination of the training and a return to the previously held job group. Employee will be paid at their former rate of pay until their training days have been fulfilled after which they will be paid the rate of the job they are training for. Employees from a higher group will start at the appropriate group rate immediately.


4. Outside of promotion, employees will be given training opportunities on other jobs within a group according to the needs of the operation. In the case of a reduction in the number of positions within a group the Company will train employees to do jobs in lower **groups** which their seniority enables them to hold.
5. When a job in Group IV and higher is permanently vacated and additional people in Group IV or higher are required in the group to fill the job the Company will post for additional employees to enter the group. Where a senior employee currently in the group wishes to train on the vacant job, he/she will be given the opportunity to train on that job. The successful bidder who moves into the Group will be trained on either the job that was originally vacant or the job left vacant by the employee in the Group who requested to be trained on the original vacancy.
6. In the event that no one in the plant makes application or if all of the applicants fail to qualify then the Company may hire someone for the job.
7. It is understood by **all** parties that management has the right to move any employee classified in a group to any job in that group. Where management needs to move an employee classified in a group to a job in a lower group, the person with the least seniority in the group shall be the person *so* moved. Where management has excess people in a group and a job is created that is classified in the group, they will fill that new job with an existing person classified in that group. It is understood by all parties that employees will be paid according to their job group classification.
8. Employees will be placed in temporary vacancies (**up** to 4 weeks) based on the needs of the operation considering their qualifications and seniority. New Jobs will be considered temporary unless they extend beyond three (3) weeks.
9. In the case of a reduction in the number of positions within a job grouping, the employee with the least seniority in that job grouping will be moved down to the next lower job group. If that results in too many people in the next lower job group, the process will be repeated, recognizing that eventually this might lead to a layoff of people in Group I. Layoffs from Group I will be in accordance with Article 8 of the Collective Agreement.
10. If an employee vacates a Job Group due to health or injury, the employee will go to his previous job group. When medically fit, the employee may reapply by following the job group posting procedure.
11. If a serious operating problem occurs as a result of the Job Group Posting and Training Agreement, the Plant Committee and the Company will meet to resolve the specific problem.
12. The Millwright Electrician, Specialty Architectural Technician, Out of Town Truck Driver are excluded from this Letter of Understanding.

13. This Letter of Understanding shall be applicable for the term of this Collective Agreement, but shall be open to revision or termination ~~six~~ (6) months from signing, or upon thirty (30) days notice by either party.

Dated this 15th day of oct, 2004.

FOR:

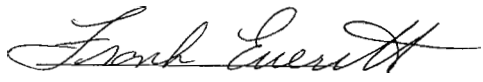
WOODLANDFOREST PRODUCTS

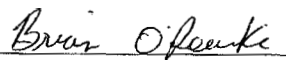


iwa 1-424

FOR:

I.W.A. Canada, Local 1-424, C.L.C.





LETTER OF UNDERSTANDING

BETWEEN WOODLAND FOREST PRODUCE
AND: I.W.A. CANADA, LOCAL 1-424, C.L.C


Re: Pay Out of Vacation Pay

The Company and the Union agree as follows:

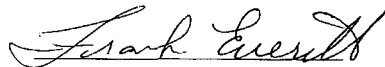
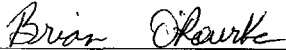
1. Vacation pay will be paid out as part of an employees regular pay cheque when an employee is on holidays. The vacation pay will be itemized as a separate item for identification.
2. All employees are currently required to fill out the attached holiday form when requesting holidays. A copy of this form will be included with the cheque that includes the holiday to inform employees as to the status of their accrued vacation pay.
3. Vacation **will** be paid out equal to the lesser of:
 - a) Accumulated holiday pay
 - b) daily amount equal to number of holidays taken per pay period. For example, if the pay period includes 5 days of holidays then 5 days of vacation pay **will** be paid on the pay period.
4. Any unused vacation pay will be paid out to employees as part of a regular pay cheque on the pay day nearest to December 15.
5. No vacation pay will be paid out on a separate cheque if a person is not taking holidays.

Dated this 15th day of Oct, 2004.

FOR
WOODLAND FOREST PRODUCTS



FOR
I.W.A. Canada, Local 1-424, C.L.C.

iwa 1-424