

**COLLECTIVE
AGREEMENT**

BETWEEN

**Weyerhaeuser Company Ltd.
Edson Oriented Strand Board Mill
Alberta Division**

AND

**Communication, Energy and Paperworkers Union of Canada
Local 447
Edson, Alberta**

EFFECTIVE

April 1, 1999

TO

March 31, 2004

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Article 1. Bargaining Agency

1.01 Recognition

The Employer recognizes the Union as the sole bargaining agent for all employees of any Weyerhaeuser Canada Ltd. plant in Edson, excluding salaried personnel, control room operators, laboratory technicians and office employees.

1.02 Strikes and Lock-Outs

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

Article 2. Duration of Agreement

2.01 Effective Dates

This agreement shall be in force as of **April 1, 1999** and continue in effect until **March 31, 2004** and from year to year therefore as hereinafter provided.

2.02 Notice

Either party desiring to amend this Agreement or to commence collective bargaining may do so in writing to the other party not less than sixty (60) days, or not more than one hundred and twenty (120) days prior to the expiry of this Agreement, but changes can be made at any time by mutual consent.

2.03 Contract Continuation

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

2.04 Gender

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

2.05 Validity of Articles

If any article or section of this Agreement should be invalidated by operation of law, or held to be invalid by a tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of the agreement or circumstances other than those to which it has been held invalid or as to which compliance has been restrained, shall remain in full force and effect.

Article 3. Union Security

3.01 Cooperation

The Company will cooperate with the Union in obtaining and retaining its members who

are the employees as defined in this Agreement.

3.02 Union Shop

All employees who enter the employment of the Company shall after **thirty (30)** calendar days become members of the Union and shall maintain membership throughout the term of this Agreement as a condition of employment.

3.03 Discharge of Non-Members

If an employee fails to pay Union dues within seven (7) days after the Company and the employee has been notified by the Union of the employee's delinquency such employee shall be discharged forthwith by the Company.

3.04 Union Dues Check-Off

The Company agrees to deduct regular Union dues each pay period from the pay of each employee. Remittance of all such deductions shall be sent to the Union designate accompanied by an itemized list of names and amounts deducted within seven (7) days of the said deduction. The Company agrees to deduct Union dues from new employees on the first pay period after **thirty (30)** calendar days of employment. Union membership forms will be forwarded to the Union.

3.05 Union Business

The Company may grant leave of absence to employees who are elected as representatives to attend Union meetings and Union conventions or as members of any Union negotiating committee in order that they may carry out their duties on behalf of the Union. The Company shall not be required to grant such leave when the number of employees on leave, or to be on leave, at any one time under this section exceeds six (6) in number; provided that the Employer may grant leave to more than six (6) employees where, in its opinion, it will not have the effect of interfering with normal production.

3.06 Meetings

No employee's normal straight time earnings shall be reduced for attendance at Company approved meetings with the exception of Contract negotiations, mediations and arbitrations.

3.07 Union Notices

The Employer shall provide bulletin boards designated for the purpose of posting notices of Union meetings. All documents which the Union requires to post on the bulletin board shall first be submitted to the Employer for its approval. Such approval shall not unreasonably be withheld.

3.08 Contractors and Subcontractors

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

Article 4. Employer's Rights

4.01

The Union acknowledges that it is the exclusive function and right of the Employer, subject to the terms of this Agreement to:

- (a) operate and manage its business in all aspects,
- (b) maintain order, discipline and efficiency,
- (c) make and alter from time to time the rules and regulations to be observed by the employees, providing such rules and regulations are uniformly and fairly applied to all employees and not in conflict with this Agreement,
- (d) direct the work force,
- (e) determine job content, including methods, processes and means of production and handling,
- (f) select, hire, promote, transfer within its plant, lay off because of lack of work and discharge for just cause.

Article 5. Hiring and Discipline

5.01

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

- (a) The Company will notify the Union in writing when disciplinary action has been taken and the nature of the action.
- (b) We believe that reasonable methods for the removal of disciplinary notations in employee personnel files is appropriate. It can provide a positive incentive for employees to address performance issues and it can provide appropriate recognition for positive change.

The following guidelines will be used for the removal of discipline from an employee's personnel file.

Documentation of disciplinary verbal warnings, written warnings and suspensions will be removed from an employee's personnel file following one (1) year of work without another disciplinary entry of a similar nature.

By mutual agreement between the Union and the Company time limits may be extended.

Disciplinary records removed from an employee's personnel file will not be used in making future disciplinary decisions for the employee.

Article 6. Days and Hours of Work and Overtime

6.01 Change of Shift

In the event of staffing problems requiring a change of shift the employer shall give the employee at least 24 hours notice. If less than 24 hours notice is given then the employee will be entitled to overtime for the first shift so worked.

6.02 Shift Schedule

The Employer may schedule eight, eight and one-half, nine, ten or twelve hour shifts, but each employee shall be entitled to a minimum of two consecutive days rest in each seven day period.

6.03 Overtime Payment - Shift Workers

For employees regularly scheduled to work the four day – twelve hour per day rotating shift schedule associated with a seven (7) day per week continuous operation (4-12's schedule), the following shall apply:

Rate and one-half will be paid for:

- (a) Hours worked in excess of forty-four (44) hours per week. For purposes of this section, a week is defined as the period of midnight Saturday to midnight the following Saturday.
- (b) Hours worked on a scheduled rest day. This clause shall not apply when a change is made at the request of the employee.
- (c) All hours worked on a maintenance day will be paid at the overtime rate unless the scheduled day off has been changed by mutual consent. The Company will have the right to select all or any employees at their prerogative.
- (d) Safety meetings will be paid at the rate of time and one-half if held on off time.
- (e) All hours worked on a general holiday.
- (f) Employees will not be allowed to work more than 12 hours per day unless an accident occurs, urgent work is necessary to a plant or machinery, or other unforeseeable or other unpreventable circumstances occur, in which case the hours of work shall be increased only to the extent necessary to avoid serious interference with the ordinary working of a business, undertaking or other activity.

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

For the purpose of this section a Statutory Holiday will be considered as a regularly scheduled day. When a Statutory Holiday falls on a normal scheduled day off, those hours paid will not count towards the work week for overtime entitlement purposes.

6.04 Overtime Payment - Day Workers

For employees regularly scheduled to work forty (40) hours in a week (Examples include the four (4) days per week at ten (10) hours per day schedule and the (5) day per week at eight (8) hours per day schedule), the following shall apply:

Rate and one-half will be paid for:

- (a) Hours worked in excess of the regularly scheduled hours of work on that day. (Over ten (10) or over eight (8) using the above examples)
- (b) Hours worked in excess of forty (40) hours per week. For purposes of this section, a week is defined as the period of midnight Saturday to midnight the following Saturday.
- (c) Hours worked on Sunday.
- (d) Hours worked on a scheduled rest day. This clause does not apply when a change is made at the request of the employee.
- (e) All hours worked on a general holiday.
- (f) Employees will not be allowed to work more than 12 hours per day unless an accident occurs, urgent work is necessary to a plant or machinery, or other unforeseeable or other unpreventable circumstances occur, in which case the hours of work shall be increased only to the extent necessary to avoid serious interference with the ordinary working of a business, undertaking or other activity.

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

6.05 Call-Out Provision

- (a) An employee called to work on an emergency job after having checked out shall be paid time and one-half for all hours worked on the emergency job, or four (4) hours at time and one-half, whichever is greater, provided that the calculation of time involved in the emergency

job does not overlap with any regularly scheduled shift.

- (b) An employee called to work on his/her day off will be paid at the rate of time and one-half for all hours worked.

6.06 Minimum Coverage

A minimum of **two (2)** employees shall be on shift at all times during a shutdown or holiday or other closure.

6.07 Job Freezing

There will be no provision for employees to freeze in a Mill position.

6.08 Lunch Breaks

Employees working twelve (12) hour shifts shall receive a thirty (30) minute paid lunch break within a two (2) hour time period from the middle of their shift. All other employees, regardless of the length of shifts being worked, shall receive a thirty (30) minute unpaid lunch within a two (2) hour time period from the middle of their shift.

6.09 Reporting for Work

The responsibility for being at work at the designated time rests solely with the individual. If circumstances are such that an employee cannot report to work then it is his/her responsibility to contact his/her own Foreman or the Foreman on the job. The individual phoning in sick, injured, or for whatever the reason may be, must contact a foreman as soon as possible to do so, prior to his/her scheduled shift. Where it is an impossibility to reach the plant prior to the shift, the Company agrees to receive the message with understanding. In any instance, if an employee fails to report for work without proper notification, he/she will be considered as absent without leave. In cases of long term absences, an employee must notify his/her immediate foreman at least twenty-four (24) hours in advance of his/her return.

6.10 Shutdown Job Rate

During shutdowns caused by normal clean up and scheduled maintenance, operating crews on shift will be provided with work to the extent possible and will be paid at the rate of their permanent classification.

6.11 Line Rate of Pay

- (a) All new tour employees will reach full line rate of pay not sooner than ninety (90) calendar days and not later than one hundred (100) working days after the employee is hired. The employee's wage rate will be evaluated on his/her competency in performing the duties assigned. The competency evaluation will be done on a bi-monthly basis and the employee will be allowed to make comments on his/her progress in writing on the evaluation form.
- (b) All employees shall serve a probationary period of **thirty (30)** days worked.

6.12 Meal - Unscheduled Overtime

The intent of this section is to make available to employees hot meals when overtime has made it impractical for them to prepare or arrange for a meal. Employees called in before their shift commences, will be provided a meal at the usual hours, or as close as can be conveniently arranged.

A meal, if not declined, shall be furnished by and at the expense of the Company to an employee who is required to work more than two (2) hours after their regularly scheduled shift. If the required work continues, meals will be provided at recognized meal times, or as close to that time as can be conveniently arranged.

The meal shall be eaten on Company time.

Article 7. Job Posting

7.01 Procedure

- (a) It is the Company policy to promote from within the ranks of the Company employees wherever possible. Should a vacancy occur in the work force covered by this Agreement, a notice outlining the required qualifications will be posted throughout the mill for a period of eight (8) consecutive days to enable interested employees to apply for such posted jobs. If a General Holiday shutdown period occurs during the job posting time, then an extension for receipt of job bid applications will be made equal to the hours of the General Holiday shutdown. An employee who accepts a posted position will not be eligible to re-bid for another vacancy for a period of six (6) months from the time he/she took over the originally posted job. The successful applicant to a job bid will commence training in the new position **no later than sixteen (16) days following the termination of the bid. In the event this is not reasonably possible, the plant committee will be advised when training will begin.**
- (b) The six (6) month ineligibility provision does not apply to bidding into the apprenticeship program.
- (c) The Company will give advance notification of anticipated apprenticeship starts and other positions which will become available as a result of retirements and planned increases in **staffing.**
- (d) **Positions to be posted will include Back Up Positions and Posted Jobs.**

Back Up Positions

Back Up Positions will include one or more positions for each Posted Job on the site. The primary purpose for Back Up Positions is to ensure there is a skilled group of employees available to provide short term vacancy coverage. Short term vacancies are of six (6) calendar weeks or less.

When management determines that one or more Back Up Positions are

needed on each crew, then the Back Up Positions will be filled by site seniority. If a Back Up Position is not needed on each crew then the Back Up Position will be filled by site seniority. The employee awarded the posting must qualify in order to retain the Back Up Position.

Only one Back Up Position can be held by an employee at any time.

Posted Jobs

Jobs will be filled in the following order:

The senior employee within the site applying for the job.

The Union recognizes the right of the Employer to fill the Posted Job on an interim basis at their discretion pending the final results of the posting.

Temporary Posting for Vacancies

In the event of a vacancy longer than six (6) weeks, that is temporary (such as in the case of a medical leave of absence), a temporary job posting will be made. The posting will be filled in accordance with the Posted Jobs language above. The employee accepting the temporary posting will be returned to their previous Job at the conclusion of the temporary posting. The six (6) month ineligibility provision does not apply to employees who bid into a temporary job posting.

- (e) An employee who has been transferred or promoted from one job to another, shall have the privilege of returning to the job from which he/she was transferred or promoted within sixty (60) calendar days of the above dated commencement of transfer or promotion. The Company shall have the right to return the employee to the former job within a period of sixty (60) days of the date of commencement of the transfer or the promotion if the employee is not competent to do the job to which he/she was transferred or promoted.
- (f) An employee who is on approved leave of absence or vacation shall, within three (3) working days have the opportunity to bid for a job posted in his/her absence.
- (g) If no suitable candidate is available in the plant who is currently an employee, then the Employer has the option of seeking a suitable candidate in the open market.

Article 8. Shop Stewards

8.01 Shop Stewards

The Employer agrees to recognize duly appointed shop stewards. The shop stewards provided for herein shall have the power and authority to act for the Union in connection with the rights, obligations and matters provided for in this Agreement.

8.02 Discipline Process

When an employee is disciplined and the disciplinary measures become part of the employee's personal employment record, then the employee will be accompanied by the Shop Steward from his/her area if that Shop Steward is on site. If the employee's Shop Steward is not available, the employee will select another Shop Steward who is on site.

Article 9. Grievance Procedure

9.01 Entitlement

The Employer and the Union both agree that the settlement of any difference, arising out of the terms of this Agreement, shall be accomplished as described below in this article.

9.02 Processing of an Employee Grievance

In the event that a difference occurs between the Employer and an employee, the following procedure of settlement shall be followed:

STEP 1:

The employee concerned shall seek to settle the differences within five (5) days following the occurrence, or the employee's awareness of the occurrence by discussions with his/her foreman and a representative of the Union.

STEP 2:

If the difference is not resolved satisfactorily in Step 1 then it becomes a grievance. The grievance shall be reduced to writing and signed by the grievor within ten (10) days setting forth as far as may be applicable, the following:

- (a) The nature of the grievance, date of occurrence and the circumstances out of which it arose;
- (b) The remedy or correction the Employer is required to make;
- (c) The section or sections of the Agreement claimed to have been violated or infringed upon. It shall be submitted to the manager with a copy to the Union within ten (10) days of the act causing the grievance. The Manager shall arrange a meeting with the grievor to discuss the matters pertaining to the grievance. The Manager shall make known his/her decision, in writing to the Union and to the grievor, within ten (10) days of the receipt of the written grievance.

STEP 3:

If the grievance is not resolved satisfactorily in Step 2 than it shall be submitted to Step 3.

The Union shall have ten (10) days to submit the grievance to Step three (3) from receipt of the decision from Step 2.

Step 3 will include the Unit Manager, the National Union Representative, the Union Committee, and aggrieved employee. Both parties may bring such persons to the meeting as they deem appropriate. By mutual agreement between the Union and Company this stage may be conducted without the aggrieved employee. The Unit Manager shall make known his/her decision, in writing to the Union and to the grievor, within ten (10) days from the date of the Step 3 discussion.

STEP 4:

If the grievance is not resolved satisfactorily in Step 3 the employee or the Employer shall, within twenty-one (21) days of the receipt of the decision of the Manager or the Union, submit the grievance to arbitration. The notice of submission to arbitration must be given in writing and must contain a statement of the difference and the suggested name of the sole arbitrator. In the event that the suggested names is not acceptable then the appointment of an arbitrator shall be made by the Minister of Labour in accordance with the Alberta Labour Relations Code.

9.03 Processing of an Union or Company Grievance

Any difference arising between the Union and the Employer concerning the interpretation, application, administration, or alleged violations of the provisions of this Agreement, which do not fall within the provisions of Subsection 9.02 and being what is known as "the policy grievance" may be submitted in writing by either the Union or the Employer to the other within fifteen (15) days of the matter arising or coming to the attention of the party concerned with the opportunity for oral discussion between the officers of the Union and appropriate representatives with whom the matter was so discussed or the Union may require a meeting between such Company representatives and others who are officials in the Company as the Company may designate for this purpose, and a representative or designated committee of the Union to discuss the matter. If the matter in dispute is settled, a representative of the Company and a representative of the Union shall sign a Memorandum of Settlement but if the matter is not satisfactorily adjusted within the period of fifteen (15) days from the date when the grievance was filed, either party may notify the other party of the desire to submit the matter to arbitration and, in such event, the provisions of Step 4 shall apply.

9.04 General

- (a) The time expressed in the foregoing subsections 9.02 and 9.03 shall be exclusive of holidays and normal days off.
- (b) In the event that either party fails to process the grievance within the time limits established in this article, that party shall be deemed to have conceded the grievance in favour of the other party.
- (c) Notwithstanding the foregoing, the parties may mutually agree to an extension of these time limits.

Article 10. Payday and Pay Statements

10.01 Paycheque Disposition

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

10.02 Payday

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

Article 11. Annual Vacations

11.01 Entitlement

The employees shall be entitled to vacation time off with pay based upon their time of continuous service with Weyerhaeuser Canada Ltd.:

- (a) All employees after one continuous year of service shall receive two (2) weeks vacation with pay and such pay is to be at the rate of six (6) percent of annual gross pay.
- (b) All employees after three years of continuous service shall receive three (3) weeks vacation pay, and such pay is to be at the rate of eight (8) percent of annual gross pay.
- (c) All employees after seven years of continuous service shall receive four (4) weeks of vacation with pay, and such pay is to be at the rate of nine (9) percent of annual gross pay.
- (d) All employees after fifteen (15) years of continuous service shall receive five (5) weeks vacation with pay, and such pay is to be at the rate of eleven (11) percent of annual gross pay.
- (e) All employees after twenty-four (24) years of continuous service shall receive six (6) weeks vacation with pay, and such is to be at the rate of thirteen (13) percent of annual gross pay.**
- (f) All employees after thirty (30) years of continuous service shall receive seven (7) weeks vacation with pay, and such is to be at the rate of fifteen (15) percent of annual gross pay.**

11.02 Termination Pay

Employees terminating their employment in the year for which they have received no vacation, shall be paid in addition to all other monies due them, pay for the unused vacation credit on a basis proportionate to the vacation to which they otherwise would have been entitled by their length of service.

11.03 Time Off

Provided it does not interfere with the operation of the plant, vacation shall be taken as arranged by the Employer with due regard to seniority.

11.04 Split Vacations

Employees with three (3) or more weeks of annual vacation may schedule one (1) week of vacation in full-day parts.

A minimum of two (2) weeks notice must be provided when scheduling split week vacation time, unless there is mutual agreement by the employee and his/her manager to waive this notice requirement.

Full weeks of vacation shall have priority over split week vacations when scheduling through April 1st, as covered in section 11.08 Vacation Scheduling

11.05 Vacation Option

Vacation may be taken as part of a maintenance shutdown.

11.06 Vacations with Pay

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

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

Accumulated vacation pay shall be paid at the employee's request before the employee commences his/her vacation. Two weeks notice must be given if the employee wishes to receive vacation pay at the time of his/her vacation. The balance of any vacation pay not taken at the time of taking vacation shall be paid on the last pay period of each year.

The Company has committed to keep union and non-union employees separate when scheduling vacations.

11.07 Shutdown

Any scheduled plant shutdown must be posted **sixty (60)** days prior to the beginning of the shutdown except in extreme circumstances.

11.08 Vacation Scheduling

- (a) It is understood that **May 1st** of any given year will be the last day to accept holiday requests where seniority will be the only criteria.
- (b) If the vacation requests have not been submitted by midnight of **May 1st**, the requests for vacations will be accepted on a first come, first serve basis for any time left.
- (c) **All full-week vacation cancellations will be posted.**

11.09 Direct Deposit

Vacation pay will be paid through separate direct deposits.

11.10 Deductions

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

Article 12. General Holidays

12.01 Designation Days

The following General Holidays will be observed:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
August Civic Holiday	

12.02

To qualify for payment for the General Holiday, an employee must have been employed and on the payroll of the Company thirty (30) calendar days prior to the General Holiday and Employees must have worked their last regularly scheduled work day before and their first regularly scheduled work day after the General Holiday.

12.03

When a General Holiday falls on a regularly scheduled shift day for an employee and they are not required to work on that day, they shall be paid at their regular rate of pay for their normal hours of work on that day.

12.04

Employees who qualify and are not required to work on the General Holiday shall be paid for the General Holiday at their regular rate of pay for their position.

12.05

All General Holidays will be observed on the day on which they fall unless **another day, which is mutually agreed to by the Company and the Union, is substituted.**

12.06

Employees who qualify for payment of the General Holiday and are scheduled to work on a General Holiday shall be paid their regular rate of pay for their normal hours of work on that day and, in addition, will be paid overtime rates for the hours worked in that day.

12.07

Employees who are on lay-off, wage indemnity, long term disability payments or Workers' Compensation wage loss benefits will not qualify for payment for General

Holidays that fall during their period of leave or disability.

12.08

A Leave of Absence constitutes employer consent. To be paid General holiday pay employees must have an approved Leave of Absence. The Leave of Absence must be either directly before or after the General Holiday. If the General Holiday falls within the Leave of Absence then it is not approved for pay. A Leave of Absence in conjunction with a General Holiday may only be approved by the Production Superintendent, Maintenance Superintendent or Mill Manager.

12.09

If an employee misses any work hours due to sickness on their scheduled shifts(s) directly before, during or after a General Holiday, the Company has the authority to withhold General Holiday pay if good reasons exist to doubt such sickness.

12.10

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

Article 13. Seniority

13.01 Principle

The Company will recognize the principle of seniority, competency considered.

13.02 Reduction in Forces

In the event of a reduction of the forces, the last person hired shall be the first released subject to the qualifications of the persons involved.

13.03 Reinstatement

All recalls shall be in accordance with the employee's seniority rights. It is hereby agreed that, when recalling, all employees shall be notified in the following manner:

- (a) Local or long distance telephone communication and immediately followed by a registered letter signed by authorized Company representative on the same day. The registered letter shall set out the date and time the employee is to return to work.
- (b) It shall be the employee's responsibility to keep the Company informed of his/her address and telephone number during layoff.

13.04 Seniority Retention During Layoff

Seniority during layoffs shall be retained on the following basis:

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

13.05 Seniority List

It is agreed that upon request of the Union a list will be supplied by the Company setting out the name and the date of hire for each regular employee.

13.06 Return to the Bargaining Unit

Employees promoted to a position within the Company outside the bargaining unit shall forfeit bargaining unit seniority.

13.07 Summer Student Relief

Employees designated by the Company as summer student relief may be hired for one hundred and twenty (120) days in order to provide summer vacation relief. During this period they will be considered temporary workers only, and no seniority rights shall be recognized. These summer students will not progress beyond the Base Rate outlined in Schedule "A".

Article 14. Safety

14.01 Safety Program

The Company shall maintain an Accident Prevention Committee with representatives from the Company and the Union. The make up of this committee will include one member of the Union Executive, one member elected by the membership and one representative from management. Employee and management participation beyond this minimum number is supported by both the Union and Company.

14.02 Unsafe conditions

Employees will not operate with unsafe equipment or unsafe working conditions. All employees are expected to report immediately and document any unsafe equipment or conditions.

14.03 Safety Equipment

The Employer shall:

- (a) Replace the following Articles of equipment when they are presented worn

or damaged beyond repair by an employee and at no cost to the employee:

- 1) Aprons (for grinding room employees)
 - 2) Hardhats and Liners
 - 3) Dust Protection
 - 4) Eye Protection
 - 5) Ear Protection
 - 6) Gloves for grinding room employees and employees handling resins and similar substances and welding work. Gloves will be supplied to employees who feel gloves will protect them in any capacity within the Edson operation.
- (b) Make coveralls available to employees handling resins and similar substances.
- (c) Provide up to a \$120.00 subsidy for the purchase of hard toed, industrial leather, high top, lace up safety boots and/or coveralls made of cotton or fire resistant material. The subsidy will apply once per contract year. The balance of the subsidy can be carried over into the next contract year, but must be used by October 1st, of that year.

The Company shall provide coveralls to employees working the trades, oilers, and volcano operators incumbent to those positions. Coveralls will be replaced when they are presented worn or damaged beyond repair to a maximum of two (2) pairs per year.

- (d) When the weather presents a need for outdoor wear, the company will agree to make available a reasonable number of sets of outdoor wear for use by employees on a loan out basis.

The company also agrees to provide incumbent Yard Operators outdoor wear to keep and use at work. These will be replaced when turned in worn out.

- (e) The company will provide safety glasses to all permanent employees who require corrective lenses. The usual and customary cost of eye exams will be paid by the company obtaining these corrective lenses. Safety glasses will be repaired or replaced by the Company as required.

14.04 Emergency Response Team

A premium of **fifty (50)** cents per hour will be paid to all certified members of the Emergency Response Team.

Article 15. Leave of Absence

15.01 Leave of Absence - Bereavement

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

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

15.02 Leave of Absence - Jury or Witness Duty

- (a) Upon presentation of a voucher from the Clerk of the Court showing fees received for serving on a jury or reporting for a jury roll call or serving as a Crown Witness, an employee shall be paid the difference between the pay received from such jury duty or reporting for jury roll call at his/her regular pay. Hours paid for above duties will be counted as hours worked for recognized paid holidays.
- (b) Employees required to report for Jury Duty or as a Crown Witness will not be required to work the 6 hours prior to his/her court reporting time. If attendance with the courts extends beyond 2 p.m. on any given day, attendance on night shift that evening will not be required.

15.03 Leave of Absence - Public Office

The Company will grant leave of absence for campaign purposes to candidates for federal, provincial, or municipal elective public office for a period of up to and including eight 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.

Employees elected or appointed to federal, provincial or municipal offices shall be granted as much leave as is necessary during the term of such office. Municipal office holders where the term of the public office is served intermittently, shall give the Company reasonable notice for absences from work for conducting municipal business.

The employee who obtains this leave of absence shall return to the Company within thirty (30) calendar days after completion of public office.

Only Company seniority shall accumulate during the period of an employee's leave of absence under this Article.

15.04 Leave of Absence - Parental Benefits

As per Province of Alberta, Employment Standards Code, Division 10 - Sections 63 through 74 inclusive.

15.05 Leave of Absence - Written Permission

Any employee desiring a leave of absence must request same in writing from the Company at least two weeks in advance, except in emergency circumstances.

15.06 Leave of Absence - Return to Work

An employee on leave of absence for an indeterminate period or employees who wish to return to work prior to the expiration date of the leave of absence, for a fixed period, shall give the Employer notice of intention to return to work in the following manner:

- (a) An employee returning to work on tour shift shall give notice during the preceding tour.

15.07 Leave of Absence - Maternity Leaves

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

In the event, that there is a medical condition that restricts an employee's work activities during the pregnancy the Company will attempt to provide meaningful work. Although the determination of meaningful work shall be a management decision, the Company will consult with the employee and the Union with regard to the work to be provided.

An employee shall be able to work beyond the seventh (7th) month of pregnancy if she has provided a statement of medical approval from their attending physician.

Article 16. Tradesman Allowances

16.01 Fees

- (a) The Company will pay the cost of licenses, certificates or tickets which employees require in the performance of their regular duties as approved by the Company. Reimbursement will be made for any time lost when an examination or special schooling is required to obtain such licenses, certificates or tickets. Any payment available from any government agency will not be duplicated.
- (b) Tradesmen and Journeymen shall be interpreted as those individuals who have their trades qualifications in the form of inter-provincial ticket or provincial qualifications and are using same.
- (c) The Company, when government allowances are not available, will pay a living allowance to all employees who are taking any course which will lead to a ticket, certificate or license or any other so authorized training program, as approved by the Company.

16.02 Tools

Tradesmen will be required to provide their own tools. If damaged or lost without negligence of the tradesman, the tools shall be replaced by the Employer. Replaced tools shall be of equal quality. "Lost" shall mean lost in the line of duty and reported immediately to the Company. Stolen or broken into toolboxes will be replaced.

Article 17. Termination of Employment - Pay

As per Province of Alberta, Employment Standards Code, Division 9, Sections 57(2)(a).

Article 18. Group Security Benefits

18.01 Probation to Join Group Insurance

Employees will be eligible for group insurance on the first day of the month following completion of **thirty (30)** calendar days of employment.

18.02 Health Care Coverage

The Employer agrees to provide 100 percent Alberta Health Care coverage for the employee.

- (a) The Company agrees to supply each hourly wage employee with a new booklet on the benefits and features of the group insurance plan. The New Group Life and Health Insurance policy will have the following changes added to the coverage.
- (b) It is agreed that a copy of the group insurance policy or policies that are issued by the insurer, and a copy of the group certificate will be supplied to the Union when requested.
- (c) Effective April 1st, 1999, the Dental Benefit will be a total of two thousand (\$2,000) dollars for Sections 1, 2 and 3 and **three thousand (\$3000.00)** dollars for Section 4.
- (d) Effective April 1, 1999, the vision care program which will pay up to a maximum of **\$225.00** per employee or eligible family member in any twenty-four (24) month period and once per twelve (12) months for eligible dependants eighteen (18) years of age or younger.
- (e) Effective April 1, 1994 Group Insurance will increase as follows to:

Employee Life	\$75,000.00
Employee Spouse	\$25,000.00
Employee Children	\$ 3,500.00

Accidental Death and Dismemberment Benefit

Principal Sum	\$75,000.00
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Effective April 1, 1995 Group Insurance will increase as follows to:

Employee Life	\$100,000.00
Employee Spouse	\$ 50,000.00
Employee Children	\$ 5,000.00

Accidental Death and Dismemberment Benefit.

Principal Sum	\$100,000.00
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- (f) **The Company will submit a letter to the insurance carrier with the**

names of two (2)-designated members of the Union who are recognized for purposes of required discussions.

- (g) In the event of a death benefit, the Company will arrange for the payment of five thousand dollars (\$5,000) to the surviving family within (5) working days, provided the beneficiary is not an estate.
- (h) The Company will provide a direct pay card (plastic card) coverage for prescription drugs.

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

18.03 Weekly Indemnity (WI)

- (a) Weekly indemnity coverage will provide benefits of sixty-six and two thirds percent (66 2/3%) of normal weekly straight time earnings or \$447.00 per week, whichever is greater. In no case, however, shall the amount of benefit payable under this coverage for any given week be less than the amount payable for such week under the Unemployment Insurance Act.
- (b) Weekly indemnity payments are payable from the first day in the case of an accident, from the first day in the case of hospitalization, and from the fourth day in the case of illness for a period of fifty two (52) weeks.

With respect to the weekly indemnity benefit and Out-Patient coverage, benefits will commence on the first day in the case of a medical procedure being done in a hospital or a medical clinic by a licensed medical doctor.

- (c) The cost of providing insurance coverage shall be borne by the Company.
- (d) Participation in the plan is to be a condition of employment.

18.04 Long Term Disability (LTD)

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

18.05 Surviving Spouse and Dependent Coverage

Where a surviving spouse and dependants of a deceased employee are not covered by such plans by reason of their own employment, the Company will extend the coverage for Alberta Health Care, Extended Health Benefits, and the Dental Plan for a period of three (3) months, commencing the first (1st) of the month following the month in which the death occurs.

Article 19. Joint Labour Management Committee

19.01

- (a) A Joint Labour Management Committee shall be established to attend to those matters which are of mutual interest.
- (b) The Joint Labour Management Committee shall meet when mutually agreed.
- (c) The Joint Labour Management Committee shall meet when mutually agreed.

Article 20. Remuneration

20.01 Exhibit "A"

Wage rates set out in Schedule "A" attached hereto and forming part of this agreement shall be the wage rates in effect during the term of this agreement for all Union members.

20.02 Rate of Pay

In the event that employees are assigned for one (1) continuous hour to another job which is classified at a higher rate of pay, they shall be paid the regular hourly rate for the job to which they are assigned, for all time worked on that job.

20.03 Shift Differential

The Employer agrees to pay a shift differential of fifty (50) cents per hour for all hours worked outside the recognized day shift for tour workers.

Article 21. Weyerhaeuser Canada Ltd. Edson O.S.B. - Performance Bonus Plan

The bonus plan is calculated on a fiscal month basis and paid out quarterly. The plan has a dual purpose; to recognize employees for achieving specific levels of mill performance excellence, and to encourage everyone to continue to strive for continuous improvement in all areas. Always focusing on meeting our goals and making the mill perform the best it possibly can, will maintain a competitive edge over our competition. This edge is imperative to our long term success.

What is Meant by Improved Performance?

The following factors will be part of "Improved Performance" on which the plan is based:

- (a) **Safety**
Safe working habits and safe working conditions will be a high priority. Safety is the responsibility of each and every person in the mill; the manager, supervisors, tradesmen, operators, etc. Everyone has a role in safety. No one wants to see an employee injured. For this reason safety will be weighted accordingly.
- (b) **Production Efficiency**
Production efficiency is another high priority. Production efficiency will be measured by product on the basis of actual production vs. what could have been produced, by product.
- (c) **Quality**
Product must be of excellent quality. While some downfall or downgrading may result from time to time, it is the endeavour of everyone to keep this downfall to a minimum. Everyone benefits when the customer is entirely satisfied with the product purchased.
- (d) **Profit**
Finally, if we are to succeed, we must make a profit from the operations. Shareholders can rightly expect a reasonable return on their investment, and the amount of return will be measured so that the higher the return, the greater the effect will be on the incentive plan, and, thereby, shared with those helping to create the return.

Who Is and What Time is Eligible?

All employees in the operation except the manager are part of the plan.

- Individuals with an LTA in the month are excluded.
- Individuals with a suspension in the month are excluded.
- The plan covers only hours worked except:
- All vacation hours are included.
- Apprentice school hours are included.
- Anyone on STD, LTD, LOA or WCB who averages less than fifteen hours per week during the month is excluded.
- In the case of employment termination, the individual must work the entire month and maintain a bank account for direct deposit until the payments made.
- All students are excluded.
- Part time employees who average less than fifteen hours per week during the month are excluded.
- New hires are eligible the first day of the next month after they are hired.

The plan is based on safety, quality, efficiency and profitability. The points and dollars assigned for specific levels are as follows:

Safety:	0 LTA = 5pts	0-1 Med. Aid = 5pts
	1 LTA = 0pts	2 Med. Aid = 4pts
		3 Med. Aid = 3pts
		4 Med. Aid = 2pts

5 Med. Aid = 1pts

Quality: 99.55% on grade = 5pts
99.45% on grade = 4pts
99.35% on grade = 3pts
99.25% on grade = 2pts
99.15% on grade = 1pts

Efficiency: 97.5% = 5pts
96.5% = 4pts
95.5% = 3pts
94.5% = 2pts
93.5% = 1pts

Rona: 50% or greater = \$3.00
35% or greater = \$2.50
25% or greater = \$2.00
15% or greater = \$1.50
10% or greater = \$1.00
5% or greater = \$.50

The payout calculation is computed by the following formula:

ACTUAL POINTS X RONA Multiplier = \$/HR BONUS FOR THE MONTH

RONA = Return on Net Assets.

MAXIMUM POINTS = 20

Article 22. Rates

22.01 Retroactive Pay

Retroactive pay will be issued to all Union employees if the contract is ratified by September 4, 1996 at midnight.

22.02 Volcano Operator

Volcano operators will be required to have a fourth (4th) Class Stationary Steam Engineering Certificate within one (1) year of an accepted posting. Any hourly Employee holding a temporary fourth (4th) Class Certificate shall be entitled to the Volcano Operators rate when doing this job.

22.03 Lead Hands

Lead hands shall be those employees designated by the Employer from time to time to assume duties of a supervisory nature over and above the ordinary duties required of that employee's classification. The lead hand rate shall be fifty (50) cents per hour above the rate of the job classification for those hours worked as a lead hand.

22.04 Rates of Pay

Attached hereto is a schedule of wage rates which constitutes and forms a part of the body of this Agreement and shall remain in force and effect throughout the life of this Agreement and extensions thereof, unless changed by the mutual consent of the parties of this Agreement.

22.05 Severance Benefits

Employees indefinitely laid off because of mill closure Or partial mill closure will be entitled to severance pay of **seven (7) days pay, based on an eight (8) hour shift**, for each year of service, not exceed a maximum of thirty (30) weeks pay.

Article 23. Pension Plan

23.01 Effective Dates of Benefit

Effective the date of this Agreement the pension benefit for past service prior to January 1, 1996, will be thirty-eight dollars (\$38) per month per year of service on the basis of continuous employment from the members date of hire.

Effective upon the date of this Agreement the pension benefit for service after January 1, 1996, will be based upon a final average earnings formula type plan. The basic concept of this plan is to provide a monthly pension equal to 1/12 of 1.3% of the participant's final average annual earnings, multiplied by the participants credited service after January 1, 1996. A more detailed summary of this plan and its benefits is available from representatives of the Union and from Management.

23.02 Funding

The Company will fund the new plan in accordance with applicable pension legislation. Employee contributions are not required.

23.03 Joint Pension Board

There will be a joint pension board with equal representation by union and management.

23.04 Plan Administration

Weyerhaeuser Canada Ltd. is the administrator of the pension plan. The Company will be responsible for appointing agents, accountants, actuaries, or other assistants as is necessary to fulfil its administrative duties.

Article 24. Duty To Accommodate

When the Company determines that an Employee has become incapacitated by a physical handicap or infirmity to the point where he/she can no longer perform their regular duties, the Company, Union and Employee shall consult to determine if there is a job classification within the bargaining unit that the Employee can perform on a full-time regular basis. Upon mutual agreement of the Company and Union that the employee is qualified and competent to perform the job, the employee will transfer to that job classification on the first occasion after the mutual agreement that a vacancy

occurs in the determined job classification. The Company and the Union in its own capacity and as bargaining agent for all employees in the bargaining unit agree that such vacancy shall be filled in the above manner and filling of the vacancy by this process does not constitute a violation of the collective agreement.

Article 25. Individual Rights Protection Act

The Company and the Union agrees to incorporate and abide by the provisions governing discrimination contained in the *Alberta Individual's Right Protection Act*, its amendments or successor legislation.

Article 26. Technological Change

26.01 Advance Notification

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

26.02 Severance Pay

Employees discharged, laid off, or displaced from their regular job because of mechanization, technological, change, or automation shall be entitled to severance pay of **seven (7) days pay, based on an eight (8) hour shift**, for each year of service with the Company. The amount calculated under such entitlement shall not exceed a maximum of thirty (30) week's pay. This section shall not apply to employees covered by Section 3 (b) below.

26.03 Adjusted Rate Pay

- (a) An employee who is set back to a lower paid job because of mechanization, technological change or automation will receive the rate of his/her regular job at the time of the setback for a period of three (3) months and for a further 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 26.02 above, providing he/she exercises this option within the above referred to six (6) month period.
- (b) Following an application of (a) above, where an employee is set back to a lower paid job because of an application of automation he/she will receive the rate of his/her regular job at the time of the setback for a period of three (3) months and for a further period of three (3) months he/she will be paid an adjusted rate which will be midway between the rate of his/her regular job at the time of the setback and the rate of his/her new regular job. At the end of the six (6) month period the rate of his/her new regular job will apply.

SCHEDULE "A"
EDSON - O.S.B. MILL

	April 1/1999 - March 31, 2000	April 1/2000- March 31, 2001	April 1/2001- March 31, 2002	April 1, 2002 - March 31, 2003	April 1,2003- March 31, 2004
Summer Student Relief	NA	17.44	17.79	18.15	18.60
Base Rate/General Labour/Janitor	19.71	20.30	20.71	21.12	21.65
Operator	21.39	22.03	22.47	22.92	23.49
Local Purchasing	21.39	22.03	22.47	22.92	23.49
Forklift Operator (shipping)	21.39	22.03	22.47	22.92	23.49
Grinderman	21.75	22.40	22.85	23.31	23.89
Log Yard Operator	22.44	23.11	23.57	24.04	24.64
Green End Lead Hand * (1)	22.96	23.64	24.12	24.60	25.22
Oiler	23.47	24.17	24.66	25.15	25.78
Finishing End Lead Hand*	23.96	24.68	25.17	25.67	26.32
Volcano (with 4 th class)	24.82	25.56	26.08	26.60	27.27
Green End Lead Hand (2)	24.82	25.56	26.08	26.60	27.27
Tradesman	26.54	27.34	27.89	28.45	29.16

Apprentice Rates					
Apprentice – 1 st Year	20.15	20.75	21.17	21.59	22.13
Apprentice – 2 nd Year (with successful completion of year one)	21.35	21.99	22.43	22.88	23.45
Apprentice – 3 rd Year (with successful completion of year two)	22.60	23.28	23.75	24.23	24.84
Apprentice – 4 th Year (with successful completion of year three)	23.80	24.51	25.00	25.50	26.14

Salaried Positions – Relief Rate					
Lab Tech	23.47	24.18	24.66	25.15	25.78
Control Room	24.84	25.59	26.10	26.62	27.29
Relief Foreman	27.11	27.92	28.48	29.05	29.78
Chief Power Engineer (with 3 rd Class)	26.54	27.34	27.89	28.45	29.16
Lead Hand Premium – Rate plus \$.50 per hour					
* Finishing Lead Hands (formerly Sawline Lead Hands) and Green End Lead Hands are not eligible for the \$.50/hour Lead Hand Premium.					
(1) Rates for Green End Lead Hands posting to this job after this collective agreement takes effect.					
(2) Green End Lead Hands at the time of the signing of the memorandum of agreement shall be “red circled” and will receive this rate.					
All newly hired employees shall be paid 75% of base rate for thirty (30) calendar days. This does not apply to employees working in Trades, employees that fall under the Apprenticeship Agreement, and Summer Student Relief whom have their own wage scale.					

LETTER OF UNDERSTANDING

BETWEEN

WEYERHAEUSER CANADA LTD.
EDSON, ALBERTA

AND

COMMUNICATION, ENERGY, AND PAPERWORKERS UNION OF CANADA
LOCAL 447

November 29, 1999

RE: SAFOR COORDINATOR POSITION

It is agreed to by the parties above that the temporary Safor (Safety as Function of Responsibility) Coordinator position awarded in the Edson mill shall be considered a bargaining unit position and will maintain the rate of Operator under schedule "A" of the collective agreement.

DATED this _____ day of _____, 2000.

FOR:

WEYERHAEUSER
Edson Operation
Edson, Alberta

FOR:

COMMUNICATION, ENERGY, AND
PAPERWORKERS UNION OF CANADA
LOCAL 447
Edson, Alberta

In witness whereof, we the undersigned, set out our signatures

DATED this _____ DAY OF _____ 1999.

FOR:

WEYERHAEUSER

Edson Operation
Edson, Alberta

Rod Dempster

Chuck Peterson

Dennis Murphy

Chris Cvik

FOR:

COMMUNICATION, ENERGY, AND
PAPERWORKERS UNION OF CANADA
LOCAL 447

Edson, Alberta

Dean Harrison

Chuck Thompson

Rick Gardiner

Duane Woodhouse

Bill Connolly

Peter Ahern

Dan Comrie

AGREEMENT

Between

WEYERHAEUSER CANADA LTD.
EDSON, ALBERTA

AND

COMMUNICATIONS, ENERGY, AND PAPERWORKERS' UNION OF CANADA
LOCAL 447

RE: Implementation of the one-half (1/2) hour unpaid lunch

The following comprises the agreed to methods and practices which will be established with the introduction of the one-half (1/2) hour unpaid lunch in the Collective Agreement.

1. The Change will not take effect until May 1, 2000. Until then current practices regarding lunches will be followed.
2. Employees working a twelve (12) hour shift schedule will not experience any change from past practice regarding their paid lunch. They will continue to receive a one-half (1/2) hour paid lunch and will be paid for twelve (12) hours worked each day while on this schedule.
3. For employees with an unpaid lunch, the unpaid lunch period is considered their own time and they may leave the plant during this period. When leaving the plant they will need to inform a designated person that they are leaving to ensure that the safety of others is not jeopardized in the event of a fire or other emergency. (A sign in station would be acceptable)
4. If an employee is requested to work and works during their unpaid lunch period they shall be paid for the lunch period at the appropriate overtime rate and will be provided a paid lunch later in the shift.
5. Where ongoing coverage is required, the one-half (1/2) hour unpaid lunch periods will be staggered; one period will be from 11:30 a.m. to 12:00 noon and a second period will be from 12:00 noon to 12:30 p.m. Employees with the necessary skills will select, by seniority, which period they choose for their lunch. Other schedules may be adopted by mutual agreement between the union and management.

RE: Implementation of the one-half (1/2) hour unpaid lunch

Signed this _____ Day of _____, 2000.

FOR:

WEYERHAEUSER
CANADA LTD.
Edson Operation
Edson, Alberta

FOR:

COMMUNICATION, ENERGY, AND
PAPERWORKERS UNION OF CANADA
LOCAL 447
Edson, Alberta

