

# **COLLECTIVE AGREEMENT**

BETWEEN

**Weyerhaeuser Company Limited  
Edson Oriented Strand Board Mill**

AND

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

EFFECTIVE

**April 1, 2012**

TO

**March 31, 2017**

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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 Company Limited 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, 2012** and continue in effect until **March 28, 2017** 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. 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. **The parties agree to treat employees and one another based upon the employers' principles of dignity and respect.**

**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.

**Communications, Energy and Paperworkers Union of Canada Membership Application**

I, the undersigned, hereby apply and accept membership in the Communications, Energy and Paperworkers Union of Canada Local 447 and I voluntarily choose and select it as my sole representative for all purposes of collective bargaining whether pursuant to the applicable Labour Legislation, or otherwise, (and without restricting the generality of the foregoing, including the processing of an application for certification), and I revoke and cancel any contrary selection in this regard. I agree to abide by the constitution of the Union as well as the constitution and bylaws of the Local Union.

Name _____	Classification _____
Home Address _____	Telephone _____
City _____	Province _____ Postal Code _____
Employer _____	Location _____
Initiation Fee _____	Date _____
Witness _____	Signature _____

### **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. Such leave requests will not be unreasonably denied.

### **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 ***and other Union notices***. All notices to be posted shall be signed by a member of the Union Executive.

### **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, **however, Supervisory personnel shall not assume such duties as are normally performed by employees in the bargaining unit, except for the purposes of instruction, experimenting, installation and start up of new equipment, or in operating emergencies when bargaining unit employees are not readily available.**
- (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 and written warnings will be removed from an employee's personnel file following one (1) year of work without another disciplinary entry of a similar nature. Documentation of suspensions will be removed from an employee's personnel file following eighteen (18) months 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. **Employees are ineligible to sign up for overtime unless they have worked their full schedule that week.**
- (c) Safety meetings will be paid at the rate of time and one-half if held on off time.
- (d) All hours worked on a general holiday.
- (e) 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. **Employees are ineligible to sign up for overtime unless they have worked their full schedule that week.**
- (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 Team Leader or the Team Leader on the job. The individual phoning in sick, injured, or for whatever the reason may be, must contact a Team Leader 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 Team Leader 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 forty five (45) regularly scheduled days worked and not later than one hundred (100) regularly scheduled days worked 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.
- (c) In the event that a newly hired associate who has not yet reached full line rate of pay is asked to work in the capacity of an operator, the Company shall pay the employee at the operator rate of pay for all hours worked on that shift after working two (2) consecutive hours in that capacity.

## **6.12 Meal - Unscheduled Overtime**

The intent of this section is to make available to employees a meal allowance or hot meal when overtime has made it impractical for them to prepare or arrange for a meal.

If an employee is required to work more than two (2) hours of unscheduled overtime immediately following their scheduled shift, he / she will be provided with a meal allowance of twelve dollars (\$12.00) and one half hour paid in lieu. Alternatively a meal will be provided with time to consume it. The meal allowance will be paid to the employee on the next direct deposit for the applicable pay period.

A meal, if requested, 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 overtime continues, meals will be provided at recognized meal times, or as close to that time as can be conveniently arranged.

## **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 is offered a posted position is not eligible to bid on another vacancy for a period of six months from the closing date of that originally posted job (whether or not the offer is accepted). 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 and Temporary Posted Positions.

### **Posted Positions (permanent incumbent)**

**Once incumbent shift preference is satisfied incumbent positions will be filled** by the Backup who has applied for the position and has the longest length of time in the Backup position. If there are no qualified Backups applying for the position or the position does not have a backup, then it is awarded to the senior employee applying for the position

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.

### **Back Up Positions**

Backup positions will be filled by the senior employee applying for the position.

**Employees who require a ticket to function in their classification will not be eligible to bid on non-ticketed back-up positions.**

Only one Backup position can be held by an employee at any time.

An employee may not bid into a Backup position where the incumbent of that position is already his/her Backup.

An employee who is a Backup for a position will receive that rate of pay for that position while performing those duties.

### Shift Back Up Positions

If the successful applicant is not from the shift affected, then they will be required to change their shift and forfeit any incumbent position on the shift they are leaving.

### Temporary Posting for Vacancies

In the event of a vacancy expected to be longer than sixteen (16) weeks, a Temporary Job Posting will be made.

**Temporary postings for incumbent positions will be filled by displaced incumbents in order of seniority, then by the back-up who has applied for the positions and has the longest length of time in the back-up position.**

Temporary postings for Backup positions will be filled by the senior employee on the crew affected, applying for the job.

The employee accepting the Temporary posting will be paid at the rate assigned to the Temporary position and will be returned to their previous job at the conclusion of the temporary posting.

Employees holding Temporary postings may give up the position on any anniversary of their acceptance of the position. 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 of returning to work have the opportunity to bid for a job posted in his/her absence that closed within six (6) weeks prior to his/her return.
- (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.
- (h) Bidders will have 24 hours after being advised of their successful bid to accept or decline the bid.

## **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.

### **8.03**

**When Union members are involved in an incident that requires investigation, where it is apparent or becomes apparent that**

**disciplinary action will result, the shop steward shall be present from that point forward.**

## **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 Team Leader 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 Department Manager with a copy to the Union within ten (10) days of the act causing the grievance. The Department Manager shall arrange a meeting with the grievor to discuss the matters pertaining to the grievance. The Department 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 name 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 a Union or Company Grievance***

Any difference arising between the Union and the Employer concerning the interpretation, application, administration or alleged violation of any provisions of this Agreement, (except subsection 9.02) may be submitted in writing by either party to the other within fifteen (15) days of the matter arising or the matter being discussed with the other party. If the matter in dispute is settled, a representative of the Company and a representative of the Union shall sign a Memorandum of Settlement. If the matter is not satisfactorily settled within the period of fifteen (15) days from the date when the grievance is filed, either party may notify the other party of the desire to submit the matter to arbitration and, in such event, the provision 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. 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 Limited:

- (a) All employees after one continuous year of service shall receive three (3) 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 with 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.
- (g) Employees with written request will be allowed to carry over one full week of vacation (time only) from one vacation period to the next.

Only those employees who have taken the mandatory vacation required under employment standards requirements will be eligible.

Scheduling of this additional week will be governed by Article 11.03 of the collective agreement.

### **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 Vacations**

Employees may schedule up to two (2) weeks 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 May 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 first pay of December of each year.

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

#### **11.07 Shutdown**

**Any scheduled shutdown must be posted sixty (60) days prior to the beginning of the shutdown except in extreme circumstances. The Company may take market related downtime of up to seven (7) days with seven (7) days advanced notice.**

**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) When a minimum of three (3) working days notice is provided, all full-week vacation cancellations will be posted immediately for a minimum of two working days and awarded by seniority.

**11.09 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, if

qualified, 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**

Effective January 1, 2010, and each subsequent January 1, all regular employees will be entitled to one (1) floating holiday. The floater can be taken anytime within the calendar year 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 taken within the calendar year shall be paid out in the first pay period in January.

## **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.

**Displaced personnel may bump the least senior person in a job classification provided they have the seniority and are competent to hold the position. If the displacement is temporary then the following applies:**

**Competency requires having held the position or the back up position in the past five years and an ability to complete the required tasks and sign off on the training package within two weeks.**

**If the displacement is deemed permanent the following applies: Competency requires having held the position or the backup position in the past and an ability to complete the required tasks and sign off on the training package within four weeks.**

**For entry level positions, there is not a requirement to have previously held the position and a demonstration of competency may be extended to 60 days.**

### **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 up to one hundred and twenty (120) days per year in order to provide summer vacation relief plus an additional 21 days for

Christmas vacation relief. During this period they will be considered temporary workers only, and no seniority rights shall be recognized. Summer Students will be paid at the appropriate rate for the duties being performed.

## **Article 14. Safety**

### **14.01 *Safety Program***

#### **Safety Committee**

**The Company shall maintain a Central Safety Committee with representatives from the Company and the Union. The make-up of this committee will include at least one member of the Union Executive, one member elected by the membership and one representative from management. Employee and management participation beyond the minimum is supported by the company and the Union. The parties will endeavor to have a balanced representation from all respective departments and shifts in an effort to support safety activities throughout the operation.**

**Participation in the safety committee does not limit other team members from participating in other safety subcommittees or activities as deemed necessary.**

**The safety committee will be an active committee which meets based upon need and activities; to work on initiatives that contribute to the operation's success in eliminating injuries, ensuring the safety of our associates, contractors, visitors and those with whom we do business. Some of the committee's objectives include but are not limited to:**

- ensuring safety awareness, eliminating unsafe behaviors and eliminating/minimizing unsafe conditions**
- establishing and maintaining those safety standards, systems and behaviors that will result in an injury-free environment, eliminating equipment damage and property**

loss, and looking for opportunities to make systemic changes to improve our safety results.

- **Participating in safety trainings, audits, inspections, HSE and other safety teams, incident investigations, and identifying and addressing root causes.**

#### **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) Respiratory Protection
  - 4) Eye Protection
  - 5) Hearing Protection
  - 6) Gloves appropriate for the task to all employees
- (b) Make coveralls available to all employees who typically work in industrial areas and make use of coveralls on a regular basis.
- (c) **The Company will reimburse employees up to \$200 annually for the purchase of hard toed, industrial strength, high top, lace up safety boots. Employees may defer all or a portion of this amount into the next year for a maximum total credit of up to \$400. The Company will work with vendors to establish a direct pay agreement for the purchase of these boots.**
- (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 and Mobile Mechanics 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 by the Company as required or replaced every 24 months unless a change is made to the requisite prescription.**

#### **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.

#### **14.05     *Advanced First Aid Ticket Holders***

A premium of fifty (50) cents per hour will be paid to all employees holding valid advanced First Aid Tickets. This premium will not be compounded should the employee be on 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 of **one full set**, and will be compensated for his/her regularly scheduled hours (i.e. 8, 10, 12) 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) Hours paid for 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 changes to Employment Standards Code**

**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 maternity leave in accordance with Alberta Employment Standards.**

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 of **\$150 per week**, 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 changes to *Employment Standards Code***

## **Article 18. Group Security Benefits**

### **18.01 Probation to Join Group Insurance**

Employees will be eligible for group medical and dental insurance on the first day of the month following completion of thirty (30) calendar days of employment, however all other group insurance coverage will become effective after ninety (90) 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, will be supplied to the Union when requested.
- (c) 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) 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) Group Insurance will be as follows:

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, at the request of the surviving family, arrange for the payment of five thousand dollars (\$5,000) as an advance on eligible life insurance. **The payment will be made within (5) working days of the request, provided required documentation is supplied and 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.

- (i) Employees electing to work beyond age 65 will continue to receive the same level of benefit coverage as employees under age 65 with the following exceptions:
  - 1. Life Insurance: reduces to \$25,000 and will terminate at age 70 or when employee's membership in the plan terminates, if earlier
  - 2. Dependent Life Insurance: terminates when spouse turns 70 or when the employee's membership in the plan terminates, if earlier
  - 3. Long Term Disability terminates at age 65
  - 4. Waiver of Premium under Group Life Insurance terminates at age 65
- (j) Summer Students are not eligible for long term disability, life insurance and vision care coverage under the extended health care plan.
- (k) Payment of Dental Claims are based on the current year's Alberta Industry Reimbursement Agreement.

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

#### **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 (1<sup>st</sup>) of the month following the month in which the death occurs.

#### 18.06

**Effective January 1, 2017 implement the changes to the Health, Dental and STD benefits as outlined on attached proposal.**

## **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.

## **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 period of the twelve (12) hour day shift. **Effective Monday March 31, 2014 increase shift differential, outlined in Article 20, to \$.55 per hour**

Shift Differential does not apply to any hours worked within the recognized period of the twelve (12) hour dayshift

## **Article 21. Rates**

### **21.01 *Retroactive Pay***

Retroactive pay will be issued to all Union employees back to April 1, 2009.

### **21.02     *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.

### **21.03     *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.

### **21.04     *Severance Benefits***

Employees indefinitely laid off because of mill closure or partial mill closure will be entitled to severance pay of eighty (80) hours of straight time pay for each continuous year of service, and thereafter for partial years in increments of completed months of service with the Company. The total severance is not to exceed a maximum of two thousand and eighty hours (2080) pay.

## **Article 22. Pension Plan**

### **22.01     *Effective Dates of Benefit***

Effective the date of this Agreement the pension benefit for past service prior to January 1, 1993 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, 1993 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, 1993. A more detailed summary of this plan and its benefits is available from representatives of the Union and from Management.

### **22.02 Funding**

The Company will fund the new plan in accordance with applicable pension legislation.

Employee contributions are not required.

### **22.03 Joint Pension Board**

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

### **22.04 Plan Administration**

Weyerhaeuser Company Limited 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.

### **22.05**

**At least sixty (60) days prior to permanent mill closure the employer commits to meaningful dialog with the Union. The goal of this discussion is to try to soften the impact of the closure for employees who are near early retirement age.**

## **Article 23. Duty To Accommodate**

An accommodation will be attempted if an employee has become incapacitated to the point he/she can no longer perform their regular duties. The accommodation will be governed by all the relevant applicable statutes and mutually agreed upon by the parties. Such accommodation will not constitute a violation of the terms of this collective agreement.

## **Article 24. Alberta Human Rights Act**

The Company and the Union agrees to incorporate and abide by the provisions governing discrimination contained in the **Alberta Human Rights Act**, its amendments or successor legislation.

## **Article 25. Technological Change**

### **25.01 *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.

### **25.02 *Severance Pay***

Employees discharged or laid off or displaced from their regular job because of mechanization, technological change, or automation shall be entitled to severance pay of forty (40) hours of pay for each year of service with the Company, limited to 30 years of service. **An employee accepting severance will forfeit recall rights.**

This section shall not apply to employees covered by Section 25.03 (b) below.

### **25.03 *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 25.02 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.

## **Article 26. Christmas Holiday Shutdown**

The company shall give 30 days notice if they are not going to operate during the Christmas period.

**Hours between 6:30 PM December 24 through 6:30 PM December 26 will be defined as the Christmas period and will be paid as per the Collective Agreement, with a \$200 payment per shift.**

During the Christmas period, we will post for volunteers. Should we not get sufficient volunteers we will require the junior, qualified, scheduled employees to work, to achieve the minimum staffing required.

The Company will approve as many requests for vacations or floating holidays on these shifts as feasible.



**Schedule "A"**  
**EDSON - O.S.B. MILL**

	<b>March 30/12 - March 29, 2013</b>	<b>April 1/13 - March 30, 2014</b>	<b>March 31/14 - March 29, 2015</b>	<b>March 30/15 - March 27, 2016</b>	<b>March 28/16 - March 26, 2017</b>
Summer Student Relief	<b>\$21.79</b>	<b>\$22.12</b>	<b>\$22.56</b>	<b>\$23.01</b>	<b>\$23.59</b>
Base Rate General Labour/ <b>Janitor</b>	<b>\$25.36</b>	<b>\$25.74</b>	<b>\$26.26</b>	<b>\$26.78</b>	<b>\$27.45</b>
Operator	<b>\$27.51</b>	<b>\$27.92</b>	<b>\$28.48</b>	<b>\$29.05</b>	<b>\$29.78</b>
Local Purchasing	<b>\$27.51</b>	<b>\$27.92</b>	<b>\$28.48</b>	<b>\$29.05</b>	<b>\$29.78</b>
Forklift Operator (shipping)	<b>\$27.51</b>	<b>\$28.18</b>	<b>\$28.99</b>	<b>\$29.57</b>	<b>\$30.31</b>
Grinderman	<b>\$27.98</b>	<b>\$28.91</b>	<b>\$30.00</b>	<b>\$30.60</b>	<b>\$31.36</b>
Log Yard Operator	<b>\$28.86</b>	<b>\$29.29</b>	<b>\$29.88</b>	<b>\$30.48</b>	<b>\$31.24</b>
Green End Lead Hand (1)*	<b>\$30.83</b>	<b>\$31.29</b>	<b>\$31.92</b>	<b>\$32.56</b>	<b>\$33.37</b>
Oiler	<b>\$30.20</b>	<b>\$30.65</b>	<b>\$31.27</b>	<b>\$31.89</b>	<b>\$32.69</b>
Finishing End Lead Hand *	<b>\$30.83</b>	<b>\$31.29</b>	<b>\$31.92</b>	<b>\$32.56</b>	<b>\$33.37</b>
Volcano (with 4th class)	<b>\$32.44</b>	<b>\$33.43</b>	<b>\$34.10</b>	<b>\$34.78</b>	<b>\$35.65</b>
Green End Lead Hand (2)	<b>\$30.83</b>	<b>\$31.29</b>	<b>\$31.92</b>	<b>\$32.56</b>	<b>\$33.37</b>
Tradesman	<b>\$35.20</b>	<b>\$36.24</b>	<b>\$37.47</b>	<b>\$38.22</b>	<b>\$39.18</b>
Apprentice - First Year	<b>\$26.40</b>	<b>\$27.30</b>	<b>\$28.36</b>	<b>\$28.93</b>	<b>\$29.65</b>
Apprentice - Second Year	<b>\$28.16</b>	<b>\$29.09</b>	<b>\$30.18</b>	<b>\$30.79</b>	<b>\$31.55</b>
Apprentice - Third Year	<b>\$29.92</b>	<b>\$30.88</b>	<b>\$32.00</b>	<b>\$32.64</b>	<b>\$33.46</b>
Apprentice - Fourth Year	<b>\$31.68</b>	<b>\$32.66</b>	<b>\$33.83</b>	<b>\$34.50</b>	<b>\$35.37</b>
Salaried Positions, Relief Rate					
Lab Tech	<b>\$30.20</b>	<b>\$30.65</b>	<b>\$31.27</b>	<b>\$31.89</b>	<b>\$32.69</b>
Control Room	<b>\$31.97</b>	<b>\$32.45</b>	<b>\$33.10</b>	<b>\$33.76</b>	<b>\$34.60</b>
Relief Foreman	<b>\$34.88</b>	<b>\$35.40</b>	<b>\$36.11</b>	<b>\$36.83</b>	<b>\$37.75</b>
Chief Power Engineer (with 3rd Class)	<b>\$34.16</b>	<b>\$34.67</b>	<b>\$35.37</b>	<b>\$36.07</b>	<b>\$36.97</b>

Lead Hand Premium – Rate plus \$.50 per hour									
A total premium of \$.50 will be paid to any journey person who has achieved more than one of the journey person trades certifications utilized at this site									
* Lead Hands are not eligible for the \$.50/hour Lead Hand Premium.									
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.									
<p><u>General wage increases will be applied as follows:</u></p> <table border="0"> <tr> <td>Effective Monday April 1, 2013</td> <td>1.5%</td> </tr> <tr> <td>Effective Monday March 31, 2014</td> <td>2.0%</td> </tr> <tr> <td>Effective Monday March 30, 2015</td> <td>2.0%</td> </tr> <tr> <td>Effective Monday March 28, 2016</td> <td>2.5%</td> </tr> </table> <p>Effective the first Monday after ratification increase the Volcano Operator rate by \$.50.</p> <p>Effective Monday April 1, 2013, increase Volcano Operator rate, Trades positions rates, and Grinder man rate by \$.50 prior to the general wage increase. In addition increase the Shipping Operator rate by \$.25 prior to the general wage increase.</p> <p>Effective Monday March 31, 2014, increase the Grinder man rate and Trades positions rates by \$.50 prior to the general wage increase. In addition increase the Shipping Operator rate by \$.25 prior to the general wage increase.</p> <p>Effective Monday March 31, 2014 increase shift differential, outlined in Article 20, to \$.55 per hour</p>	Effective Monday April 1, 2013	1.5%	Effective Monday March 31, 2014	2.0%	Effective Monday March 30, 2015	2.0%	Effective Monday March 28, 2016	2.5%	
Effective Monday April 1, 2013	1.5%								
Effective Monday March 31, 2014	2.0%								
Effective Monday March 30, 2015	2.0%								
Effective Monday March 28, 2016	2.5%								

# LETTER OF UNDERSTANDING

Between

WEYERHAEUSER COMPANY LIMITED  
And  
COMMUNICATIONS, ENERGY, AND PAPER WORKERS  
OF CANADA  
LOCAL 447

## OVERTIME AGREEMENT

Edson O.S.B. Overtime Agreement Distribution System

### **Overtime System Objectives**

The overtime system has been designed to meet the following objectives:

1. Provide a system that supports an injury free workplace.
2. Provide a system that equitably distributes overtime and that employees believe is fair.
3. Provide a system that is easy to administer, and can be managed error free.
4. Total Overtime hours are tracked for each employee.

### **General Guidelines:**

1. Overtime Opportunities are split into 3 types;
  - A- **Unplanned (unscheduled) Overtime:** max 1 shift blocks EG: To cover for absent or ill employees, short notice vacation or floater coverage.
  - B- **Planned (scheduled) Overtime:** max two shift blocks EG: vacation coverage, short term disability, maintenance days.
  - C- **Obligated Overtime:** EG: Mill sponsored meetings or training HIT, OES, and ERT.
2. A production O.T. opportunity does not exist until all crew resources have been exhausted.
3. Production overtime will be offered to qualified production employees competent to perform the work first, then to competent qualified maintenance employees.

Maintenance overtime will be offered to qualified maintenance employees competent to perform the work first, then to competent qualified production employees.

4. For the purposes of this agreement, the incumbents in the Oiler, Shipper/ Receiver and the Safor positions are considered production people for OT eligibility. Should the present incumbents change, this clause would be reviewed with the labour management group.
5. Total overtime hours are tracked for each employee. A weekly update is kept of the overtime hours employees have worked.
6. The team-leader will get an updated list Tuesday morning of the employee's total overtime hours worked.
7. Overtime opportunities will be provided starting from the top of the list. Seniority starts the list at the beginning of each quarter. Seniority will be the tie-breaker.
8. The unplanned opportunities (up to 5 days in advance of the opportunity) will be provided in "one shift blocks". Once a person has accepted "one shift", the next eligible person on the list will be asked for the next "one shift" block. This sequence will continue on through the O.T. priority list.
9. When circumstances appear at short notice that create an overtime opportunity (eg: short notice vacation, training course etc.), the opportunity exists to fill 2 or more days at the time of notification or at the earliest opportunity without posting. These opportunities will be filled using the overtime book and at the time of filling these, the shop steward will be present to verify the selections. This is so the Team Leader can give a definite short notice answer to these requests.
10. The list of employees that is produced each week will be sorted from the people who have worked the least amount of overtime hours quarter to date (top of the list), to the employees that have worked the most. If the employees are available for overtime then they must sign the overtime book in the team-leaders office. After utilizing the book for overtime first, the employer may call any available support in.
11. Planned overtime will be posted when possible, to accommodate the necessary crews available to respond. Even though this planned OT opportunity may be posted, you must still sign for this in the O.T. book.
12. Planned overtime opportunities may be scheduled in up to "two shifts" blocks.
13. A planned O.T. opportunity must be posted a minimum of 7 days and up to a maximum of 60 days in advance and must stay posted for 5 days. These planned OT postings must indicate the date the posting will be removed and

filled. On that date the OT opportunity will be filled based on that weeks OT list. People will be notified and verified.

14. Obligated overtime will be tracked against total overtime hours. eg: ERT, OES, training , Miscellaneous team projects/programs ( WHIMIS, Confined Space, HIT, Sawline Improvement Team etc.)
15. Employees hired within the present quarter will be treated as the least eligible for overtime until the next quarter begins. Their OT opportunities will be based on seniority until a new quarter begins.
16. Refusals and missed calls will be documented in the overtime book.
17. Anyone who does not want to be offered overtime will need to provide his or her team leader a written and signed request, copy to Union committee also. This means that you will not be called for any overtime opportunities that are available unless there is an emergency. This request will be granted until the employee requests in writing that their status be changed.

**EXCEPT IN AN EMERGENCY EMPLOYEES WILL NOT BE ASKED TO  
WORK OVERTIME IF AS A RESULT :**

1. They have less than 8 hours rest between shifts.
2. They would end up working more than 6 shifts in one week.
3. They will work more than 12 hours in a 24 hour period.
4. They would be working a shift that they have previously arranged a "shift exchange" for.

DATED this 24<sup>th</sup> day of February, 2009.

WEYERHAEUSER COMPANY  
LIMITED  
Edson Operation  
Edson, Alberta

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

Letter of Understanding

Between:

Weyerhaeuser Company Limited  
(Edson Oriented Strand Board Mill)  
("the Company")

- and -

Communications, Energy and Paperworkers  
Union of Canada, Local 447  
("the Union")

Letter of Understanding

Re: Article 21.04 Severance Benefits

Employees indefinitely laid off because of mill closure or partial mill closure will be entitled to severance pay of eighty (80) hours of straight time pay for each continuous year of service, and thereafter for partial years in increments of completed months of service with the Company. The total severance is not to exceed a maximum of two thousand and eighty hours (2080) pay.

For purposes of the application of Article 21.04 of the Collective Agreement, the Company and the Union agree that a layoff arising from a mill closure or a partial mill closure will be considered "indefinite" so as to give rise to severance benefits under this Article when the layoff exceeds 90 days.

When layoffs reach 90 days in duration the Company will offer severance benefits pursuant to this Article to employees. Employees offered severance pay may elect to receive severance immediately or may elect to postpone their receipt of severance until seniority runs out under Article 13.04.

Employees who have elected to postpone their severance payment may nonetheless advise the Company of their intention to receive pay within the next scheduled pay cycle.

When an Employee receives severance benefits from the Company under Article 21.04 their employment is deemed to be terminated, and all seniority and recall rights under the Collective Agreement are forfeited.

The Company and the Union agree that this Letter of Understanding forms part of the Collective Agreement currently in effect between the Company and the Union.

Signed by the parties at Edson, Alberta, this 25<sup>th</sup> day of February, 2010.

Weyerhaeuser Company Limited

Per:  \_\_\_\_\_

Communications, Energy and Paperworkers Union of Canada, Local 447

Per:  \_\_\_\_\_



by Weyerhaeuser

Strand Technologies – Edson, AB

LETTER OF UNDERSTANDING

Between

WEYERHAEUSER LIMITED  
EDSON OSB

And

COMMUNICATION, ENERGY and PAPERWORKERS UNION of CANADA,  
LOCAL 447

The Company is implementing a new day shift volcano position. It is agreed that the dayshift volcano rate will be Volcano with 4<sup>th</sup> class rate, plus 50 cents. In the event that the dayshift volcano associate gets their 3<sup>rd</sup> class, the rate will be increased by an additional 50 cents, as per our previous agreement. This letter of understanding will be subject to future changes as collective bargaining would dictate, but is without prejudice with regard to positions either party might take for similar situations in the future.

Signed this 26 day in June, 2007.

Weyerhaeuser Limited.  
Edson OSB

C.E.P. Canada  
Local 447

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Letter of Understanding

Between

Weyerhaeuser Company Limited  
And  
Communications, Energy and Paperworkers Union of Canada  
Local 447

Incumbent Volcano positions are to be filled by the Backup who has applied for the position and has the longest length of time in the Backup position. They must have a valid Alberta Boilers Safety Association Fourth Class Power Engineering Certificate of Competency or higher.

Volcano Back Up positions are to be filled by the most senior employee applying for the job with a minimum successful completion of an approved 5<sup>th</sup> Class Power Engineering course. If there are no qualified applicants, the position will be filled by the senior employee applying for the position.

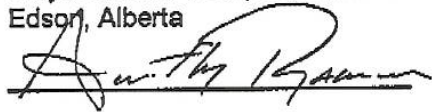
The Company will provide opportunities for four (4) employees either taking or having completed the 5<sup>th</sup> Class Power Engineering course. These opportunities will be offered respecting site seniority.

The following premiums will be paid:

- For Third Class Power Engineering Certificate of Competency, a total of \$1.00 per hour for all hours worked that are not at the Chief Power Engineer rate.
- For Fourth Class Power Engineering Certificate of Competency, a total of \$0.50 per hour for all hours worked that are not at the Volcano Operator rate.
- For Fifth Class Power Engineering Certificate of Competency, a total of \$0.25 hour for all hours worked that are not at the Volcano Operator rate.

DATED this 5<sup>th</sup> day of April, 2011.

Weyerhaeuser Company Limited  
Edson, Alberta



C.E.P. Canada, Local 447  
Edson, Alberta



Letter of Understanding

Between

Weyerhaeuser Company Ltd.  
Edson Structurwood

And

Communications, Energy and Paperworkers Union of Canada  
Local 447

**RECALLING EMPLOYEES**

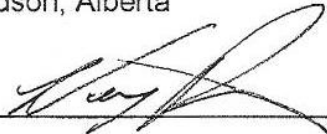
When recalling employees who are on layoff, the Company will phone individuals in seniority order, as stated under Article 13.03, to confirm their interest in returning to work. If no answer, we will revert to Article 13.03.


The Company will maintain a log of calls made and responses made to share with the Union as requested.

Dated this 9th day of April, 2009

Weyerhaeuser Company Limited  
Edson Structurwood  
Edson, Alberta

C.E.P. Canada, Local 447  
Edson, Alberta

  
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Letter of Understanding

Between:

Weyerhaeuser Company Limited  
(Edson Oriented Strand Board Mill)  
("the Company")

- and -

Communications, Energy and Paperworkers  
Union of Canada, Local 447  
("the Union")

Letter of Understanding

Re: Article 7:01 (a) Job Posting Procedure

Employees who are **assigned** to Back-up Positions by Management, when there are no interested bidders, will be allowed to bid for other Back-up bids even if they occur prior to the six (6) month period expiring.

The Company and the Union agree that this Letter of Understanding forms part of the Collective Agreement currently in effect between the Company and the Union.

Signed by the parties at Edson, Alberta, this 24th day of June, 2010.

Weyerhaeuser Company Limited

Per:  \_\_\_\_\_

Communications, Energy and Paperworkers Union of Canada, Local 447

Per:  \_\_\_\_\_

Letter of Understanding

Between

Weyerhaeuser Company Ltd.  
Edson Structurwood

And

Communications, Energy and Paperworkers Union of Canada  
Local 447


**Day Shift Backups**


Day shift backups will be filled first by most senior individual on day shift. If there are no applications from day shift, the position will be filled by the senior employee applying for the position.

Dated this 9<sup>th</sup> day of April, 2009

Weyerhaeuser Company Limited  
Edson Structurwood  
Edson, Alberta

C.E.P. Canada, Local 447  
Edson, Alberta

  
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“D”

**Pre-Apprenticeship selection process (maintenance helper):**

Interested associates will write exams which have been pre-approved.

- The maintenance helper/pre-apprenticeship selection process:
  - Through mutual agreement between the Company and input from tradesmen. Pre-apprenticeship exams will be taken by interested candidates for all the affected trades
  - The trades that fall into this arrangement are: Millwright, heavy duty mechanic, welder and possibly electrician.
  - Candidates who pass the exams will be able to choose the trade of their choice.
  - If candidates do not pass an exam for the specific trade(s) they cannot go into that (those) trades.
  - If candidates fail all exams, they are no longer eligible to participate in the program at that time.
  - If a candidate passes one or more of the exams, they are permitted to turn down participation in 1 trade of their choice. If this candidate chooses to turn down another available trade, they are immediately removed from the program and ineligible to participate again.
  - The successful candidates will then work in the designated trade as a helper once their commitments to operations are fulfilled.
  - Once the next available apprenticeship opens, the maintenance helper will move into the opening.
  - Rate of pay while performing Maintenance Helper duties will be that of the individual's regular rate.
  - Annual Review

### Article 18 Group Security Benefits

- a. 18.02(g) Revise the last sentence to read: “The payment will be made within five working days of the request provide that the required documentation is supplied and the beneficiary is not an estate.”
- b. 18.03(b) – Modify period of eligibility to 26 weeks and increase reimbursement to 70%
- c. Retain current Dental coinsurance and increase basic and major maximums to \$2500 and change coverage for ortho to 60%; modify plan to reflect:
- Limit oral exams and teeth cleaning to every 9 months (current is 6) for adults (age 18+). Keep child at 6.
  - Occlusal equilibration, scaling and root planing (limited to 10 units per calendar year for all procedures combined, however, children under age 13 are limited to 1 unit every 6 months for all procedures combined);
  - An additional 10 units of cleaning (scaling) to be used any time during the year;
  - Two units each of periodontal scaling, root planing and equilibration per calendar year;
  - Dental X-rays (limited to full mouth x-rays every 36 months period, bite-wing (x-rays of the crowns
- d. Extended Health Care; Modify to reflect:
- Coinsurance = 90% (*Except emergency out of province*)
  - Out of pocket max = \$1,000 (per family)
  - Vision = \$250
  - Health Practitioners = \$400 each (*Massage therapy must be prescribed*)
  - Add Medical Travel Allowance
    - Travel more than 400 km round trip from Edson As per Income Tax Act rules
    - \$1,000 per family over the term of the CBA
    - Max \$400 per year