

2013 - 2018

COLLECTIVE AGREEMENT

between



Weyerhaeuser

**WEYERHAEUSER COMPANY LTD.
Drayton Valley, Alberta**

and



**UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND
SERVICES WORKERS INTERNATIONAL UNION
Edmonton, Alberta**

April 1st, 2013 – March 31st, 2018

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AGREEMENT

THIS AGREEMENT entered into this 1st, day of April, 2013.

between

**WEYERHAEUSER COMPANY LTD.
DRAYTON VALLEY OPERATIONS
Drayton Valley, Alberta**

(Hereinafter known as the "Company" of the FIRST PART)

and

**UNITED STEELWORKERS
LOCAL 1-207
Edmonton, Alberta**

(Hereinafter known as the "Union" of the SECOND PART)

PREAMBLE

WHEREAS it is the intent and purpose of the parties hereto that this Agreement will promote and improve industrial and economic relationships between the employees and the Company, and to set forth herein the basic Agreement between the Parties hereto, AND

WHEREAS the Company accepts responsibility to observe each and all provisions and conditions of the Agreement and to promote orderly and peaceful relations with the Union,

WHEREAS the Union accepts responsibility to observe each and all provisions and conditions of the Agreement and to promote orderly and peaceful relations with the Company,

NOW THEREFORE the Parties hereto mutually agree as follows:

ARTICLE 1 -BARGAINING AGENCY

Section 1 - Recognition

- (a) The Company recognizes the Union as the sole collective bargaining agency of the employees of the Company at Drayton Valley, Alberta as set out in the certificate of bargaining authority.
- (b) When a dispute arises as to whether or not a person is an employee within the bargaining unit, it shall be subject to the grievance and arbitration procedure.

Section 2 - Bargaining Authority

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

Section 3 - Bargaining Location

The Company and the Union will meet at such time and place as may be mutually agreed upon for the purpose of discussing and adjusting any matters within the confines of this Agreement which come within the scope of Collective Agreement between employer and employee.

Section 4 - Notice

Either party desiring to amend this Agreement or to commence collective bargaining may do so in writing to the other party not less than sixty (60) days, nor more than one hundred and twenty (120) days prior to the expiry of this Agreement, but changes can be made at any time by mutual consent.

Section 5 - Continuation

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

Section 6 - Gender

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

ARTICLE 2 - MANAGEMENT RIGHTS

Section 1 - Management & Direction

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

Section 2 - Employee Selection & Discipline

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

ARTICLE 3 - UNION SECURITY

Section 1 - Co-operation

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

Section 2 - Union Shop

All employees of the Company and all new employees, shall, within thirty (30) calendar days after the execution of this Agreement, or thirty (30) calendar days after entering employment, whichever date last occurs, become members of the Union, and maintain membership therein throughout the term of this Agreement, as a condition of continued employment.

Section 3 - Maintenance of Membership

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

Section 4 - Discharge of Non-members

Notwithstanding anything contained in the foregoing Sections 2 and 3 of this Article, no employee shall be subject to discharge except for refusal to pay Union dues and assessments. If an employee fails to pay Union dues and assessments within seven (7) days after the Company and the employee have been notified by the Union of the employee's delinquency, such employee shall be discharged forthwith by the Company.

Section 5 - Union Membership

Any employee who applies to join the Union pursuant to the provision herein and whose application is rejected by the Union, shall not be subject to discharge from employment.

Section 6 - Check-off

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

CHECK-OFF AUTHORIZATION
FOR UNITED STEELWORKERS

COMPANY _____
Address _____ Date _____

I hereby authorize the company to deduct from my pay each month the amount of union dues and (if owing by me) an initiation fee, as provided in the Constitution of the United Steelworkers.

Such deductions shall be transmitted to the International Treasurer of the United Steelworkers, directly or through the local union financial secretary on or before the 15th of each month.

Name _____ Signature _____
(please print)
Address _____ Postal Code _____

Check No. _____ Local Union No. _____ Department _____

Witness _____

(ORIGINAL)

CHECK-OFF AUTHORIZATION
FOR UNITED STEELWORKERS

COMPANY _____
Address _____ Date _____

I hereby authorize the company to deduct from my pay each month the amount of union dues and (if owing by me) an initiation fee, as provided in the Constitution of the United Steelworkers.

Such deductions shall be transmitted to the International Treasurer of the United Steelworkers, directly or through the local union financial secretary on or before the 15th of each month.

Name _____ Signature _____
(please print)
Address _____ Postal Code _____

Check No. _____ Local Union No. _____ Department _____

Witness _____

(COPY)

PLEASE USE TYPEWRITER OR PRINT PLAINLY

Name _____ Signature _____

Address _____ Postal Code _____

UNITED STEELWORKERS
AFL - CIO - CLC

Local Union No. _____

I hereby request and accept membership in the United Steelworkers, and of my own free will hereby authorize the United Steelworkers, its agents or representatives, to act for me as a collective bargaining agency in all matters pertaining to rates of pay, wages, hours of employment, or other conditions of employment, and to enter into contracts with my employer covering all such matter, including contracts which may require the continuance of my membership in the United Steelworkers as a condition of continued employment.

Date _____ Signature _____

Employed by: _____ Department _____

Address _____ Postal Code _____

Social Insurance No. _____ Initiation Fee \$ _____ Paid.

- (b) This assignment in the case of employees already members of the Union shall be effective immediately, and for those employees not previously members of the Union, it shall become effective thirty (30) calendar days from the date of execution.
- (c) The Company shall remit the dues deducted pursuant to such assignment (until and unless said assignment is revoked by the employee) to the Local Union named therein not less often than once each month, with a written statement of names of the employees for whom the deductions were made and the amount of each deduction.

Section 7 - Dues Deduction on T4 Slips

Union dues that are deducted from employee's pay cheques will be reported on the annual T4 Slip.

Section 8 - Contractors and Sub-Contractors

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

ARTICLE 4 - PLANT COMMITTEES

Section 1 - Definition

For the purpose of this Agreement, when the words “plant committee” are used, it shall mean representative members of which are appointed by the Union.

Section 2 - Composition

The committee shall consist of not less than three (3) employees and not more than four (4) employees and shall include a Chairperson. Each committee member must have completed the probationary period of employment with the Company and be a member of the Union. They shall be selected, wherever possible, on a departmental basis. The Plant committee in place at the expiry of the CBA will form the committee for negotiation of a new CBA.

Section 3 - Notification

The Union will, within sixty (60) days from the date of this Agreement, notify the Company in writing of the members on the committee. The Union or Committee will inform the Company in writing within five (5) working days when any member change takes place on the Committee. No member of the Committee will be recognized by the Company unless the above procedure is carried out.

Section 4 - Exceptions

The provisions of Sections 1, 2 and 3 will not apply to the Accident Prevention Committee.

ARTICLE 5 - WAGES

Section 1 - Rates

(a) The base rate for common labour shall be as follows:

Effective April 1, 2013	\$26.122619
Effective March 31, 2014	\$26.906298
Effective March 30, 2015	\$27.444424
Effective April 4, 2016	\$27.993312
Effective April 3, 2017	\$28.553178

The wage scales identified as Schedules A and B shall be amended as follows:

(i) Effective Monday, April 1, 2013, prior to the implementation of the GWI, increase the wage rates of the classifications as follows:

Journey Trades Person	\$1.00
Volcano Operators	\$1.00
Apprentice 1 st Year	\$1.48
Apprentice 2 nd Year	\$1.83
Apprentice 3 rd Year	\$2.12
Apprentice 4 th Year	\$2.12

- (ii) Effective nearest Monday after ratification (after the implementation of the general wage increase), make the wages of the non-traditional classifications as listed:

Lead Hand	\$34.00
Value Tech and/or Quality Assurance	\$34.00
Safety Coordinator	\$34.00 (current incumbent's rate will be red circled)
Large Project Safety Coordinator	\$34.00

- (iii) Effective Monday, April 1, 2013, wage rates will be increased by three percent (3%).
 - (iv) Effective Monday, March 31, 2014, wage rates will be increased by three percent (3%).
 - (v) Effective Monday, March 30, 2015, wage rates will be increased by two percent (2%).
 - (vi) Effective Monday, April 4, 2016, wage rates will be increased by two percent (2%).
 - (vii) Effective Monday, April 3, 2017, wage rates will be increased by two percent (2%).
- (b) The Company will pay the cost of training and retraining for First Aid Certificates including lost time wages.
 - (i) Designated advanced First Aid Attendants shall receive fifty cents (\$.50) per hour plus their occupational rate of pay.
 - (ii) All other employees holding valid Industrial (Advanced) First Aid Certificates shall receive ten cents (\$.10) per hour plus their occupational rate of pay.
 - (c) The Company will pay the cost of training and/or retraining for employees designated as advanced First Aid Attendants including time spent in training and/or retraining as if they were working regular hours with overtime if applicable.
 - (i) Employees who have successfully completed the training shall receive a premium of fifty cents (\$.50) per hour plus their occupational rate of pay.

- (ii) This premium is in addition to any other premiums an employee is entitled to receive.
- (d) The implementation and administration of the Job Evaluation Program (28 group plan) shall be in accordance with the principles and procedures set out in the amended “Interior Sawmill Job Evaluation Manual” (referred to as the “Manual”) and in accordance with the IFLRA and USW agreement on job evaluations. This includes appropriate training for the members of the Plant Job Review Committee.

Section 2 - Rest Periods

- (a) Employees will have a lunch period of thirty (30) minutes to be taken during the middle two (2) hours of any shift worked.
- (b) Every employee shall receive two (2) fifteen (15) minute rest breaks per eight (8), ten (10) or twelve (12) hour shift; one in the first half and one in the second half of the shift.

Section 3 - Tools

- (a) The Company at its own expense shall insure for damage or loss caused by fire, or flood, the tools of its employees which are required in the performance of their work. This provision for tool insurance shall also apply to loss by theft where the tools are stored in a designated place of safety within the control of the Company and there is a forcible breaking and entering.
- (b) The Company will supply metric or specialty tools required by tradesmen.
- (c) The Company will repair or replace with identical or better, those tools referred to in (a) and (b) that are damaged, broken or lost in the performance of regular duties.
- (d) Employee’s tools must be itemized and registered with the maintenance manager.

Section 4 - Over Rate

Where it is found that an over rate is being paid, and the employer wishes to continue paying the over rate to the individual presently holding the job, it must do so with the understanding that the only time that the over rate can be taken away is when there is a change in personnel on that particular job, at which time the contract rate shall apply.

Section 5 - Shift Differential

The first shift which may vary in individual operations is the recognized Day Shift. Employees working on other than the recognized Day Shift shall receive a premium rate of fifty cents (\$.50) per hour.

Section 6 - Call Back Time

Employees called back to work after having left the plant after the completion of a shift, on a designated day off or on a Statutory Holiday, because of an emergency or other reasons, shall be paid a minimum of four (4) hours at rate and one-half or the overtime worked, whichever is the greater. Employees shall not be required to remain at work when the emergency is over.

Section 7 - Non Traditional Roles

Lead hand, Value Tech and/or Quality Assurance, Safety Coordinator and Large Project Safety Coordinator positions will be selected from those individuals who have the requisite skills. Candidates will indicate their interest by submitting a resume, following an internal advertisement of the available role. Company and 2 Plant Committee members or their delegates, will administer the interview process, which include an analysis of the following criteria: Safety and performance review, leadership capability, previous relevant experience, communication skills, planning and organizing skills, computer skills and seniority with the company. The relevant criteria for each role will be identified and included in the advertisement. To be eligible for selection a candidate must meet the minimum criteria in each area. While we will strive for consensus, if there is disagreement on the final selection, the site Manager will make the final decision.

Section 8 - Starting Wage Rates

All newly hired full-time production employees will receive a rate of twenty-three dollars (\$23.00) per hour during their probationary period. This does not apply to employees working in trades that fall under the Apprenticeship Agreement or former employees who have previously established seniority in the operation.

ARTICLE 6 - PAY DAY AND PAY STATEMENTS

Section 1 - Pay Cheque Disposition

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

Section 2 - Payday

The Company shall pay its employees every second Friday of the preceding pay period and an itemized statement of earnings and deductions will be mailed to the employee's address.

ARTICLE 7 - HOURS OF WORK

Section 1 - Hours Of Work and Overtime

- (a) The Union recognizes that the Company has the right to schedule hours of work and depending on the requirements of the business, the right to alternate and change shift schedules.

Shift rotation and schedule changes will be discussed with the employees affected and the Union will be advised prior to the change.

The Company will pay for Company requested meetings, training or courses as if they were regular hours worked, including overtime if applicable.

- (b) The Employer may schedule eight (8), ten (10) or twelve (12) hour shifts, but each employee shall be entitled to a minimum of two (2) consecutive days rest in each seven (7) day period.
- (c) For the purposes of this Section, a “week” is defined as the period of midnight Saturday to midnight the following Saturday.
- (d) 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 scheduled and the five (5) day per week at eight (8) hours per day schedule), the following shall apply:

Rate and one-half will be paid for:

- (i) 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).
- (ii) Hours worked in excess of forty (40) hours per week.
- (iii) Hours worked on Sunday.
- (iv) Hours worked on a scheduled rest day. This clause does not apply when a change is made at the request of the employee.

Double straight time rates will be paid for:

- (i) Hours worked in excess of twelve (12) in a day.
- (ii) Hours worked on Sunday by employees who have worked five (5) shifts during the preceding six (6) days. Applies to employees on a five (5) days per week eight (8) hours of work per day schedule. This does not apply to employees regularly scheduled to work on Sunday.

- (iii) Hours worked on Sunday by employees who have worked four (4) shifts during the preceding six (6) days. Applies to employees on a four (4) days per week ten (10) hours of work per day schedule. This does not apply to employees regularly scheduled to work on Sunday.
- (e) For employees regularly scheduled to work the four (4) day - twelve (12) hour per day rotating shift schedule, the following shall apply:

Rate and one-half will be paid for:

- (i) Hours worked in excess of forty-four (44) hours per week.
- (ii) Hours worked on a scheduled rest day. This clause shall not apply when a change is made at the request of the employee.
- (iii) Hours worked on Sunday.

Double straight time rates will be paid for:

- (i) Hours worked in excess of twelve (12) hours per day.
- (ii) Hours worked on Sunday by employees who have worked four (4) shifts during the preceding six (6) days. This does not apply to employees regularly scheduled to work Sunday.
- (f) 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.
- (g) In the event that an employee is called upon to work on his regularly scheduled day of rest, he/she may elect to take a day off in lieu any time in the calendar month within which the particular day of rest falls, providing that it is with the mutual agreement of both the employer and the employee.
- (h) The Company will give a minimum of twenty-four (24) hours notice for a change in shifts. If less than 24 hours notice is given, the first shift in the new schedule will be paid at rate and one half.

For shifts which are not covered by the above language, overtime payment will be agreed upon between the Company and Union. In the event that agreement cannot be reached paragraph (d) above shall be utilized.

Section 2 - Absorbing Overtime

Employees shall not be required to suspend work during their normal working hours for the purpose of absorbing overtime.

Section 3 - Call Time

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

Section 4 - Starts Work

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

Section 5 - Overtime Meal Allowance

If an employee is required to work two (2) hours or more of unscheduled overtime immediately following his/her shift, he/she will be provided with a meal allowance of twelve dollars (\$12.00) and time for a meal to be consumed by the employee on Company time. The meal allowance will be paid to the employee on the next direct deposit for the applicable pay period. The implementation of this will be January 1, 2003.

Section 6 - Maximum Hours

Employees will not be allowed to work more than twelve (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 sixteen (16) hours, lunch periods included, and he/she is scheduled to work the next day, he/she will be given a rest period of eight (8) hours. He/she will not be required to report for work until the end of the eight (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.

Section 7 - Lunch Break

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.

ARTICLE 8 - SENIORITY

Section 1 - Principle

- (a) The Company recognizes the principle of seniority, competency considered.
- (b) In a layoff or a reduction in force and an employee is placed in motion, then that employee may exercise their seniority to bump a less senior employee within the same business Unit. In this case, they will have a trial period of up to fifteen (15) working days to become competent in the new position. If they cannot become competent within fifteen (15) working days they shall revert to base rate job.

Section 2 - Job Posting

- (a) Vacancies, that occur within the Union's jurisdiction, for other than base rate hourly jobs, will be posted for a period of eight (8) days at the work sites, inviting applications, and will be filled on the basis of seniority, competency considered. Only written applications, on the forms provided, will be accepted.
- (b) Temporary job postings shall apply once it becomes known that a leave will exceed six (6) months, necessitated by illness, injury, or other leave of absence. In filling these vacancies, senior employees will be given preference in accordance with Article 8, Section 1. This section would not apply to roles that are covered under the Relief Job Training Program.
- (c) If an employee loses his/her job due to a reduction in the work force, the employee shall be returned to his/her former job, in accordance with his/her seniority, when a vacancy occurs, without applying through the Job Posting procedure.
- (d) Applicants will be awarded the position based on seniority, competency considered. If there is no bid on any job posting, the Company may assign any non-posted employee. They shall then have the same status as if they had been the successful bidder. The application of the provision shall be governed by "junior must".
- (e) The successful applicant will be notified of his progress from time to time as determined by the Company. Successful candidates are entitled to a trial period of up to thirty (30) working days during which time they may voluntarily or for good cause be sent back to their original job without prejudice and without loss of seniority. Once the employee has been confirmed as competent the thirty (30) day trial period is deemed to be over.
- (f) Should an employee be confirmed in a job and wishes to relinquish that job, other than through job posting, he shall revert to a base rate job until such time as a job posting vacancy occurs.
- (g) The Company will provide the Plant Committee with a list of employees who bid on a job, and will advise the Plant Committee of the successful applicant.

- (h) Rates of pay to apply to trainees during the training period to be the rate of pay they held when they applied.
- (i) If an employee is sick or on vacation he shall have two (2) days upon his return to work to apply for jobs that were posted in his absence, however under no circumstances shall the closing date of the posting be greater than six (6) months. A list of all positions posted for the past rolling six month period will be posted in the Sawmill, Planer, Shipping and Log Yard.
- (j) Employees who win a bid, and are confirmed as competent, (as per paragraph e) of this section) will not be eligible to bid on another job for a period of three (3) months. This shall not apply to an apprenticeship posting which will be open to all employees. In the event of a problem arising regarding this section, the Company and the Plant Committee will meet to discuss the application.
- (k) If an employee previously held the posted job the thirty (30) day trial period may be waived.
- (l) All postings will state shift, hours of work, and piece of equipment to be operated.
- (m) Upon winning the bid the employee will be placed in the position no later than sixteen (16) days after the close of the bid.
- (n) Temporary bids shall be no longer than one (1) year. Upon mutual consent, this may be extended.
- (o) An employee returning to work after an absence due to WCB, Weekly Indemnity, Long Term Disability or Leave of Absence, will return to his/her last posted position. The person occupying the temporary posting created by this absence, will return to his/her last posted position.
- (p) Employees hired as a trades person shall not be eligible to bid to any position during their first five (5) years of service, with the exception of shift maintenance positions.

Section 3 - Probationary Period

Notwithstanding anything to the contrary contained in this Agreement, it shall be mutually agreed that all employees are hired on probation, the probationary period to continue for forty-five (45) working days during which time they are to be considered temporary employees only. During the same period no seniority rights shall be recognized. Upon completion of forty-five (45) working days they shall be regarded as regular employees and shall then be entitled to seniority dating from the day on which they entered the Company's employ provided however, that the probationary period of forty-five (45) working days shall only be cumulative within the four (4) calendar months following the date of entering employment. Casual labour on cleanup will be excluded from this provision.

Section 4 - Hiring Preference

When hiring new employees consideration for preference shall, subject to the same conditions as in Section 1, be given to those employees of the Company having had previous seniority and who have applications on file.

Section 5 - Reduction in Forces

- (a) In the event of a reduction of the forces, the last person hired shall be the first released subject to the competency of the employee.
- (b) During a reduction of forces where an employee's seniority is such that he will not be able to keep his regular job he may elect whether or not to apply his seniority to obtain another job or accept a lay-off until his regular job becomes available, provided however:
 - (i) If during the lay-off period the employee wishes to return to work and so notifies the Company, he shall be called back to work as soon as his seniority entitles him to a job.
 - (ii) The application of this provision shall not result in an employee, in the exercise of his rights, bumping an employee with less seniority.

Section 6 - Seniority

It is agreed that upon request of the Union a list will be supplied by the Company setting out the name and starting date with the Company of each regular employee. The Company will advise the Union once each month of changes to the said list.

Section 7 - Reinstatement

- (1) It is hereby agreed that, when recalling employees, all employees shall be notified in the following manner:
 - (a) Delivery of notice either orally or by letter by a Company representative.
 - (b) Local or long-distance telephone communication.
 - (c) Registered letter or telegram.

In the case of (a) such oral notice shall be confirmed by a written notice showing date delivered, and the date and time the employee is to return to work.

In the case of (b) such telephone communication shall be confirmed the same day by registered letter and shall set out the date and time the employee is to return to work.

In the case of (c) which shall be used where it is impossible to use (a) or (b) above, a period of up to seven (7) days within which the employee is to return to work will be allowed, provided the employee replies within ninety-six (96) hours of the sending of the letter or telegram in the affirmative.

- (2) The employee must reply to the call to work within ninety-six (96) hours of the sending of the call to work as in (1) and appear for work at the specified date.
- (3) All recalls shall be in accordance with the employee's seniority rights, competency considered.
- (4) It is agreed that all employees shall, upon returning to employment within the required number of days of being notified by the Company, retain all seniority rights.
- (5) It shall be the employee's responsibility to keep the Company informed of his or her address during lay-off.

Section 8 - Absence without Leave

Any employee who is absent without leave for a period of more than three (3) consecutive working days, who cannot show just reason for such absence, shall forfeit all seniority rights. This shall not interfere with the Company's right to discharge for proper cause.

Section 9 - Return To Bargaining Unit

Employees transferred to positions outside the bargaining unit for the purpose of holiday relief, for injury or illness, and for training, shall be able to accumulate seniority for up to three (3) months maximum in any calendar year after which seniority will be maintained but not accumulated. The employee can return to the job held at the time of the transfer out of the bargaining unit provided they return within the three (3) month period. Should the employee be allowed to return after the three (3) month period, they must return to a base rate job. The employee shall continue to pay dues for the three (3) month period. The Company shall notify the committee when an employee is transferred out of the bargaining unit and when the employee is transferred back to the bargaining unit. This provision may be extended by mutual agreement.

Section 10: Retention During Lay-off

Seniority during lay-offs shall be retained on the following basis:

- (a) Employees with less than one (1) year's service shall retain their seniority for a period of eight (8) months.
- (b) Employees with one (1) or more years service shall retain their seniority for one (1) year, plus one (1) additional month for each year's service, up to an additional six (6) months.

- (c) A laid-off employee's seniority retention is reinstated on the completion of one (1) day's work.

Section 11 - Vacation Relief Employees

Employees designated by the Company as vacation 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.

ARTICLE 9 - LEAVE OF ABSENCE

Section 1 - Injury and Illness

The Company will grant leave of absence to employees suffering injury or illness. In the case of illness or injury the Employer shall have the right to request a certificate from a qualified medical practitioner.

Section 2 - Written Permission

Any employee desiring leave of absence must obtain same in writing from the Company.

Section 3 - Union Business

- (a) The Company will grant leave of absence to employees who are appointed or elected to Union position for their term of employment with the Union. The employee who obtains this leave of absence shall return to his Company within thirty (30) calendar days after the completion of his term of employment with the Union.
- (b) The Company will grant leave of absence to employees who are elected as representatives to attend Union meetings and Union conventions or as members of any negotiating committee of the United Steelworkers in order that they may carry out their duties on behalf of the Union.

Section 4 - Local Union Advised

Any leave of absence granted to an employee for reasons other than those set out in Sections 1 and 3, a copy of such leave shall be forwarded to the Local Union.

Section 5 - Bereavement Leave

- (a) When death occurs to a member of a full-time employee's immediate family, the employee will be granted an appropriate leave of absence for which he shall be compensated at his regular straight time hourly rate of pay for three (3) regular work shifts.

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

Section 6 - Jury or Witness Duty

- (a) Any regular full-time employee who is required to perform Jury Duty, including being subpoenaed as a witness on a day on which he would normally have worked will be reimbursed by the Company at his/her regular straight time hourly rate of pay for his/her regularly scheduled hours of work.
- (b) Hours paid for Jury Duty will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays.

Section 7 - Compassionate, Educational, etc. Leave

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

- (a) That the employees apply at least one month in advance unless the grounds for such application could not reasonably be foreseen.
- (b) That the employee shall disclose the grounds for application.
- (c) That the Company shall grant such leave where a bona fide reason is advanced by the applicant, or may postpone leave for educational or training purposes where a suitable replacement is not available.
- (d) That the Company will consult with the Shop Committee in respect of any application for leave under this section.
- (e) For the purposes of educational leave, the parties may extend the six (6) month period by mutual agreement.

Section 8 – Maternity/Parental/Adoption Leave

- (a) Upon request the Company shall grant a maternity/parental leave. A birth mother will be able to take up to a fifty-two (52) weeks leave made up of fifteen (15) weeks maternity leave and thirty-seven (37) weeks of parental leave.

Fathers and/or adoptive parents are also eligible for thirty-seven (37) weeks of parental leave. Adoptive parents can take parental leave when they adopt a child under the age of eighteen (18). If both parents are employees, the thirty-seven (37) weeks of parental leave may be taken entirely by one of the parents or can be shared between the mother and father.

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

Section 9 - Public Office

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

ARTICLE 10 - VACATIONS WITH PAY

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

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

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

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

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

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

Section 1 - Two Weeks Vacation

Employees with one (1) to two (2) years continuous service shall receive two (2) weeks vacation with pay based upon five per cent (5%) of total earnings.

Section 2 - Three Weeks Vacation

Employees with two (2) or more years continuous service shall receive three (3) weeks vacation with pay based upon seven per cent (7%) of total earnings.

Section 3 - Four Weeks Vacation

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

Section 4 - Five Weeks Vacation

Employees with fifteen (15) or more years continuous service shall receive five (5) weeks vacation with pay based upon eleven percent (11%) of total earnings.

Section 5 - Six Weeks Vacation

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

Section 6 - Seven Weeks Vacation

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

Section 7 - Termination Calculation

An employee who leaves the Company for any reason whatsoever shall receive vacation pay at the appropriate percentage of the wages earned during the period of entitlement in accordance with the employee's years of service as provided in Sections 1, 2, 3, 4, 5 and 6.

Section 8 - Days Considered For Determining Vacations

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

- (a) Absence on Workers' Compensation up to a period of one (1) year provided the employee returns to his/her employment.

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

ARTICLE 11 - GENERAL HOLIDAYS

Section 1 - General Holidays

The following days shall be observed as paid holidays:

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

The observance of the above holidays may be made on other days other than calendar date when so proclaimed by Province of Alberta proclamation or upon mutual agreement between the Company and the Union. An employee shall be entitled to payment for any of the above holidays provided that the employee qualifies as outlined in Section 3.

Section 2 - Overtime for General Holidays

All time worked on a holiday as specified in Section 1 of this Article, shall be paid at time and one-half (1-1/2) the employee's regular rate in addition to pay for the full holiday at the employee's regular rate of pay if he qualifies.

Section 3 - Qualifying Conditions

- (a) An employee, to qualify for general holiday pay, must comply with each of the following conditions:
 1. Must have worked thirty (30) days or more in the preceding twelve (12) months.

2. Have worked his last regularly scheduled work day before, and his first regularly scheduled work day after the holiday, unless his absence is due to illness, compensable occupational injury or is otherwise authorized by the Employer.
 3. Notwithstanding (2) above, the employee must have worked one day before and one day after the holiday, both of which must fall within a period of ninety (90) calendar days.
- (b) In the case of injury or illness in (2) above, the Employer shall have the right to request a medical certificate.
- (c) Casual employees will qualify for a general holiday pay provided the holiday falls on a day of the week the employee has worked five (5) of the last nine (9) weeks.

Section 4 - Personal Floating Holidays

- (a) In addition to the General Holidays as outlined in Article 11, each regular employee shall be entitled to two (2) Personal Floating Holidays in each contract year. The pay for the employees' personal floating holiday will be the rate of his/her posted position for his/her regular work schedule.
- (b) A new employee must have been on the payroll for not less than ninety (90) consecutive calendar days to qualify for the Personal Floating Holiday.
- (c) An employee will not qualify for the Personal Floating Holiday if on leave of absence for more than nine (9) months in the contract year, except in the case of sickness or injury.
- (d) Requests for Personal Floating Holiday must be submitted at least seven (7) days in advance and Management shall confirm the status of the of the employee's request forty-eight (48) hours prior to the requested day off.
- (e) Casual employees do not qualify for Personal Floating Holidays.
- (f) If an employee is required to work on his Personal Floating Holiday after a definite date has been designated for such holiday, the employee shall be paid overtime for such work at the rate of time and one-half (1-1/2). The employee will then be entitled to take the holiday with pay at a later date to be mutually agreed upon.
- (g) Once a definite date has been designated as a Floating Holiday, the employee must have worked the last regularly scheduled work day before and his first regularly scheduled work day after the Personal Floating Holiday unless his absence is due to illness, compensable occupational injury or is otherwise authorized by the Employer.
- (h) If the Personal Floating Holiday(s) is not taken by the end of the contract year it will be paid for without time off.

ARTICLE 12 - SAFETY AND HEALTH

Section 1 - Recognition of Importance

- (a) It is the policy of the Employer and the Union to co-operate in maintaining an effective accident prevention and occupational health program. It is recognized that an effective accident prevention program depends on the co-operation and effort of both parties.
- (b) Employees will not be expected to operate with unsafe equipment or unsafe working conditions. Supervisors and employees are expected to report immediately any unsafe equipment or conditions.

Section 2 - Accident Prevention Committee

- (a) The Management shall maintain an Accident Prevention Committee consisting of not more than twelve (12) members nor less than eight (8) members.
- (b) Such Accident Prevention Committee shall consist of an equal number of representatives of the Employer and of the employees. Employee representatives will be elected by a vote supervised by the Union.
- (c) Employee representatives shall be regular employees in the operation other than probationary employees.
- (d) The makeup of these committees may be changed by mutual consent.

Section 3 - Duties of Accident Prevention Committee

The general duties of the Accident Prevention Committee shall be as directed by the regulations made pursuant to the Occupational Health and Safety Act.

Section 4 - Pay for Meetings

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

The Company will pay for audio metric or pulmonary testing during regular work hours at the employee's regular rate. For testing on an employee's day off one (1) hour will be paid at time and one half (1 1/2).

Section 5 - Meetings During Working Hours

Where safety meetings are held during working hours with the consent of the Employer, employees' time will not be deducted for attending such meetings or investigations into accidents.

Section 6 - Fatal Accidents

In the case of a fatal accident, the Accident Prevention Committee in the operation shall, within forty-eight (48) hours, conduct an investigation into such fatal accident.

Section 7 - Proximity of Fatal Accident

Anyone or all employees working in the immediate proximity when a fatal accident has occurred may without discrimination refrain from working the balance of the shift.

Section 8 - Investigation of an Accident

Safety incidents will be investigated as soon as practical, generally within forty-eight (48) hours, by trained members of the safety committee and/or crew safety representatives. There will be representation by both management and employees.

All newly hired employees will be given a complete tour of the millsite, at which time they will be made aware of any obvious safety and health hazards they may encounter while at work.

Section 9 - Working Alone

The joint Occupational Health and Safety Committee shall develop a system for people who are working alone which will ensure their health and safety while at work.

Section 10 - Equipment Replacement

The Company shall provide and replace the following articles of equipment when they are presented worn or damaged beyond repair by an employee at no cost to the employee.

1. Aprons (for grinding room employees)
2. Hard Hats and Liners
3. Dust Protection (disposable)
4. Eye Protection
5. Ear Protection (disposable and non-disposable)
6. Gloves
7. Bucking pants for the yard crew
8. Leather aprons for graders

Section 11 - Coveralls

- (a) The Company shall make coveralls available to employees handling resins and similar substances.
- (b) The Company shall provide coveralls to tradesmen, oilers, small and large log line operators. Coveralls will be replaced when they are presented worn or damaged beyond repair.

Section 12 - Safety Footwear

The Company will provide a payment of one hundred and fifty dollars (\$150) per calendar year for the purchase of one or more pairs of CSA approved safety boots that are ankle height or above. This payment will be added onto the employee's regular pay during the month of January and will be subject to withholding tax.

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

ARTICLE 13 - GRIEVANCE PROCEDURE

In the event a grievance should arise concerning any difference between the Parties or persons bound by this Agreement regarding the interpretation, application, operation, administration or any alleged violation of this Agreement it shall be dealt with in the following manner, without stoppage of work.

Without restricting the generalities of the foregoing it is specifically agreed that an employee has the right to commence a grievance alleging that discharge or other disciplinary action taken against him was without just cause.

- Step 1 The individual employee involved with or without the Job Steward shall first take up the matter with the Foreman directly in charge of the work within fourteen (14) days from the occurrence of the event or events giving rise to the grievance or from the time when the employee has knowledge or may be reasonably presumed to have knowledge of such event or events.
- Step 2 If a satisfactory settlement is not reached, it shall be reduced to writing by the grievor. The employee and Plant Committee shall take up the grievance with the Unit Human Resources Manager. If desired, the Union Business Agent shall accompany the Committee.
- Step 3 If the grievance is not then satisfactorily solved, it shall be referred to the Local Union and the Management.

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

In the event that either party fails to process or advance the grievance to the next stage under Step 2, 3, or 4 within (14) fourteen days, without a mutual agreement to extend the time lines, that party shall be deemed to have conceded the grievance in favour of the other party. All rights of recourse to the grievance procedure shall be at an end.

Where the Union or the Company choose to submit a grievance, the grievance would be initiated at Step 3 of the Grievance Procedure.

ARTICLE 14 - ARBITRATION

- (a) If the Parties are unable to resolve the difference through the grievance procedure, either party may notify the other, in writing, of its desire to submit the difference to arbitration.
- (b) The notice referred to in clause (a) shall contain a brief statement of the difference and specify a name or list of names of the person or persons it is willing to accept as single arbitrator.
- (c) On receipts of a notice referred to in clause (b), the party receiving the notice:
 - (i) If it accepts the person or one (1) of the persons suggested to act as arbitrator shall, within fourteen (14) days, notify the other party accordingly and the difference shall be submitted to the arbitrator, or
 - (ii) If it does not accept any of the persons suggested by the party sending the notice shall within fourteen (14) days, notify the other party accordingly and send the name or a list of names of the person or persons it is willing to accept as the single arbitrator.
- (d) If the parties are unable to agree on a person to act as the single arbitrator either party may request the Minister of Labour for the Province of Alberta to appoint a single arbitrator.
- (e) The arbitrator shall inquire into the difference and issue an award in writing and the award is final and binding on the parties and on every employee affected by it.
- (f) Each party will bear in equal proportion the expenses and allowances of the arbitrator.

- (g) In the case of an employee who has been discharged or otherwise disciplined, if the arbitrator finds that there was no cause for such discharge or discipline, such employee shall be reinstated with full back pay and all other rights and privileges preserved under this Agreement, provided always that if it is shown to the Arbitrator that the employee has been in receipt of wages during the period between discharge or suspension and reinstatement, or date of failure to rehire and rehiring, the amount so received shall be deducted from wages payable by the Company pursuant to this section.

ARTICLE 15 - HEALTH AND WELFARE

Section 1 - General Provisions

1. Participation in the plans is to be a condition of employment.
2. Eligibility in the following plans shall be the first day of the month following thirty (30) calendar days of starting employment.
3. Employees electing to work beyond age 65 will continue to receive the same level of benefit coverage as employees under 65 with the following exceptions:
 - a. Life Insurance: reduces to \$25,000.00 and will terminate at age 70 or when employee's membership in the plan terminates, if earlier.
 - b. Dependent Life Insurance: terminates when spouse turns 70 or when the employee's membership in the plan terminates, if earlier.
 - c. Long Term Disability terminates at age 65.
 - d. Waiver of premium under Group Life terminates at age 65.

Section 2 - Medical Coverage

- (a) Alberta Health Care insurance shall be provided by the Company.
- (b) The Company will provide an extended health care plan.
- (c) Coverage will be provided for spouse and eligible dependent of employees.
- (d) The cost of providing medical coverage will be borne by the Company.
- (f) Effective one hundred, twenty (120) days from the signing of this Memorandum Of Agreement a direct pay card (plastic card) coverage for prescription drugs will be provided.

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

Section 3 - Insurance Coverage

1. Group Life Insurance for each qualified employee will be two (2) times an employee's base annual income (2 x the posted hourly rate x 2080).

Employee's Spouse - \$ 10,000

Eligible Dependents - \$ 5,000

2. Accidental Death and Dismemberment Insurance for each qualified employee will be two (2) times an employee's base annual income (2 x the posted hourly rate x 2080).
3. Premium cost of providing the above insurance coverage under this section will be paid by the Company.
4. Effective from the first pay period following ratification of the Collective Agreement six (6) months from the ratification of the Memorandum of Agreement, the Company will provide employees the opportunity to purchase additional voluntary insurance coverage through the insurance carrier as follows:

Group Life Insurance

Employee – up to a maximum of \$250,000 of coverage in increments of \$25,000.

Employee's Spouse – Up to \$50,000 additional insurance

Employee's Eligible Dependents – Up to \$25,000 additional insurance

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

Section 4 - Dental Plan

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

1. Basic dental services (Plan 1) - Plan pays 100% of approved schedule of fees.
2. Endodontics, periodontics and major surgery (Plan 2) - plan pays 100% of approved schedule of fees.
3. Prosthetics, crowns and bridges (Plan 3) - Plan pays for 50% of approved schedule of fees.

4. The limit under plan 1, 2 and 3 combined is \$2,500.00 per person covered per twelve (12) consecutive months.
5. Orthodontic for eligible children (Plan 4) - Plan pays 60% of approved schedule of fees (lifetime maximum \$3,000.00) for each dependent child.
6. Premium cost of providing coverage under this section will be paid by the Company.

Section 5 - Coverage After Layoff

In the event of a layoff, employees with six (6) months or more seniority will receive medical, dental and life insurance coverage for three (3) months. Employees with one (1) or more years seniority will receive medical, dental and life insurance coverage for six (6) months.

Section 6 - Weekly Indemnity

- (a) The 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.

The insurance company will be advised that disabilities caused by self-inflicted bodily injury or sickness will not be excluded from coverage under the weekly indemnity plan.

Weekly indemnity payments are payable from the first day in the case of an accident, from the first day in the case of hospitalization, from the first day in the case of laser or outpatient surgery, and from the third day in the case of illness, for a maximum period of twenty-six (26) weeks.

- (b) The cost of the insurance will be borne by the Company.
- (c) Participation in the plan is to be a condition of employment.

Section 7 - Long Term Disability Insurance

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

Section 8 - Vision Care

- (a) The Company will provide safety glasses to all permanent employees who require corrective lenses. The usual and customary cost of eye exams will be paid by the company when obtaining these corrective lenses. Safety glasses will be repaired or replaced by the Company as required.
- (b) Effective April 1, 1999, the Extended Health Benefit plan will be amended to provide a vision care program which will pay up to a maximum of two hundred and fifty dollars (\$250.00) per person in any twenty-four (24) consecutive month period (once per twelve (12) months for dependents fourteen (14) years of age or younger with a prescription change), for charges incurred relative to the purchase of lenses and frames or contact lenses, when prescribed by a person legally qualified to make such a prescription.
- (c) Employees have the option to use three (3) vision care entitlements (six years benefit – currently \$750) in lieu of prescription eye glasses and/or contact lenses towards laser eye surgery.

Section 9 - Pension Plan

The Pension Plan will encompass the following principles:

1. Defined Benefit Pension Plan.
2. 100% Company Funded.
3. For employees who terminate employment or retire on or after the ratification date of this agreement, the Pension Plan will be thirty-eight dollars (\$38.00) per month, per year of service for service prior to January 1, 1993 (past service). For service from January 1, 1993, forward (future service) the Pension plan will fifty-eight dollars and fifty cents (\$58.50) per month, per year of service and for those employees who terminate employment or retire on or after April 1, 2008 the pension benefit for future service (January 1, 1993 forward) will be sixty two dollars (\$62.00) per month, per year of service.
4. When making increases to the pension plan monthly benefit level during future negotiations, it is agreed that the parties will apply increases from January 1, 1993, forward.
5. There will be a joint pension board.
6. The plan will recognize service prior to April 1, 1993, for the purpose of calculating Credited Service.

7. It is agreed that the Company will maintain a differential of three dollars (\$3.00) for all service from the Weyerhaeuser/Drayton Valley Employee Pension Plan to the I.W.A. Forest Industry Pension Plan so long as it is the Industry Employers who fund increases to both past and future service.

Section 10 - Surviving Spouse and Dependent Coverage

Where a surviving spouse and dependents 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.

Section 11 – Medical Forms

The Company shall pay up to forty dollars (\$40.00) per form for each employee, for the completion of medical forms filled out by a doctor when requested by the Company or Insurance Carrier.

ARTICLE 16 - TECHNOLOGICAL CHANGE

Section 1 - Advance Notification

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

Section 2 - Severance Pay

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

Section 3 - Adjusted Rate Pay

- (a) An employee who is set back to a lower paid job because of mechanization, technological change or automation will receive the rate of his/her regular job at the time of the setback for a period of three (3) months and for a further period of three (3) months he/she will be paid an adjusted rate which will be midway between the rate of his/her regular job at the time of the setback and the rate of his/her new regular job. At the end of this six (6) month period the rate of his/her new regular job will apply. However, such employee will have the option of terminating his/her employment and accepting severance pay as outlined in Section 2 above, providing he/she exercises this option within the above referred to six (6) month period.

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

ARTICLE 17 - APPRENTICESHIP AGREEMENT

The parties to this Agreement agree to incorporate the Interior Forest Labour Relations Association selection of Apprentice Procedure dated January 26, 2006 into the CBA to administer apprenticeship postings in the Drayton Valley operations of Weyerhaeuser Company Ltd.

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

Both parties agree to follow payment schedule for apprenticeship employees attending training in recognized facilities covered by the Trades Apprenticeship Agreements at the Company operations.

- 1) Apprenticeship attending classes shall be paid their regular straight time rate for each day the apprentice attends. This rate shall not exceed 40hrs per week.
- 2) Daily parking costs during school hours while the apprentice is attending classes.
- 3) For each period of classes the apprentice will be paid for 2 trips per scheduled school session an allowance at the current year recognized corporate rate per km for operating their own vehicle. Each payment shall be equivalent to one round trip from the mill to the training facility.

APPRENTICE PROGRAM REPAYMENT

It is agreed that the following language will be subject to new apprentices entering the trade:

You have accepted an invitation to enter into the Maintenance Apprentice Program with the intention to work for Weyerhaeuser in the trade for which you are being trained for a minimum of three years after completion of the program. Should you voluntarily leave the Company, you agree to reimburse the Company a prorated amount based on the cost of the training program and your years worked since completion.

REPAYMENT SCHEDULE

Self-termination of Employment	% to repay Weyerhaeuser
0 months - 12 months	75% of cost of program
13 months - 24 months	50 % of cost of program
25 months - 36 months	25% of cost of program

Cost of Program is defined as:

- Reimbursements for tuition and books
- Reimbursements for travel costs and parking
- Any additional costs agreed to through LOU's or contract negotiations

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

The parties also agree that an Apprentice Selection Committee (composed of two Management and two representatives assigned by the union), will be established and will be responsible for the administration and monitoring of the selection procedure.

1. (a) When the Company identifies the need for Apprentices in a Trade, the vacancy shall be posted. Apprentices will be selected from the applicants in accordance with the seniority provisions of the Collective Agreement, the education requirements for the posted trade and the successful completion of the entire IFLRA testing process and provisions.
- (b) It is agreed that tradespersons will not be eligible to bid on any apprenticeship postings.
- (c) All apprenticeships shall be posted as first year apprentices.
- (d) Successful applicants will be indentured as soon as they are assigned to maintenance, but will be designated as a helper for a probationary period of 180 days.
- (e) In the event that the successful candidate voluntarily decides to go back to his/her previously held job, or is removed from the program less than 180 calendar days after being indentured into the apprenticeship program, the next most qualified applicant will be selected

Upon successful completion of their apprenticeship, the apprentices will work as a tradesperson in their designated trade.

2.
 - (a) Effective upon the date of ratification, once indentured into an apprenticeship the apprentice is not eligible to bid on further apprenticeship postings, production, clean up or other business unit postings with the exception of shift maintenance postings in their respective business unit.
 - (b) An employee who either removes themselves or is removed from an apprenticeship program for a reason other than a reduction in forces will not be permitted to post on a further apprenticeship for a period of one (1) year from the date of removal.
 - (c) An apprentice who is removed from an apprenticeship program due to a reduction in forces can bid for future apprenticeship postings.
3. The Company agrees to pay a premium of fifty cents (\$.50) per hour above the regular job rate for all hours worked for tradespersons possessing multiple trades certifications. Applying the knowledge of their ticketed trades will be considered part of their regular job duties as required by the Company. These premiums will be paid one hundred percent (100%) of the time. The trades that will be recognized are Journeyperson qualifications in the following trades; welder, millwright, electrician, heavy duty mechanic, saw filer, carpenter, machinist and gasfitter. The Company will not post for dual tickets.
4. Apprentices will be assigned as required during the apprenticeship in order to build cross mill area exposure and experience to prepare apprentices for placement upon completion of their training.

ARTICLE 18 - PERMANENT PARTIAL OR PERMANENT CLOSURES

Section 1 - Notice of Closure

The Company agrees that employees affected by a permanent partial or permanent closure of the Company's operation shall be given sixty (60) calendar days notice of closure.

In the event of permanent or partial closure, employees indefinitely laid off because of mill closure or partial mill closure shall be entitled to severance pay equal to ten (10) days, based on an eight (8) hour shift, for each year of service up to a maximum of fifty-two (52) weeks.

ARTICLE 19 - GENERAL PROVISIONS

Section 1- Access Permission

Official Union representatives shall obtain access to the plant for purpose of this Agreement under such reasonable terms and conditions as may be mutually agreed to between the Local Union and the Company.

Section 2 - Lockouts

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

Section 3 - Contract Booklets

The Company and the Union desire that each employee be familiar with the provisions of the Agreement and his rights and duties under it. For this reason, the Union will have the Agreement printed in booklet form and the Management will give a copy to each employee. The cost of such printing to be shared equally by the Company and the Union.

Section 4 - Establishing Rates for New Jobs

Where new machinery or processes are instituted that materially affect the conditions of work of the employee concerned, or a new category is created, the Union will be notified and negotiations commenced, within thirty (30) days, to determine the wage rate to be paid to the employee affected, provided that the Company shall have the right to establish a rate to be paid until the regular job is agreed upon. This will not result in a reduction in rate to currently posted operators.

Section 5 - Discipline

When an employee is disciplined and the disciplinary measures become part of the employee's personnel employment record then the employee shall be accompanied by a Job Steward from his/her area, if the Steward is on site. If the employee's Job Steward is not available the employee shall select another Job Steward or representative who is on site.

Records of discipline will be eliminated once the employee has had not further incidents within a three (3) year period. The Company will continue the current practice of reviewing an employee's file for possible removal of discipline at the employee's request.

In disciplinary cases involving harassment or safety the time limits may be extended. The employee must be informed of this decision at the time of the discipline.

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

Section 6 - Job Descriptions

The Company will develop job descriptions for all positions.

Section 7 - Lockers

The Company agrees to provide individual lockers for each full-time employee at Drayton Valley.

Section 8 – Class One License

Truck Drivers that are required to have a Class 1 drivers license to perform their duties as an employee shall be reimbursed by the Company for the usual and customary cost of obtaining and renewing their Class 1 drivers license, including the cost of a required medical.

ARTICLE 20 - EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

The Parties agree to encourage the continuation of the existing Employee and Family Assistance Program. The parties agree to continue with a joint committee of four (4) members from the United Steelworkers and four (4) members from the Company.

ARTICLE 21 - DURATION OF AGREEMENT

The Parties mutually agree that this Agreement shall be effective April 1st, 2013, to and including March 31st, 2018.

Dated this 28th day of August, 2013.

Weyerhaeuser Company Ltd.
Drayton Valley Operations
Drayton Valley, Alberta

United Steelworkers
Local 1-207
Edmonton, Alberta

Brooks Burton

Scott Ruston

Doug Wessel

Dave Baraniuk

Bob Currie

Gerald Lien

Jeff Roos

Murray Litke

Mike Watson

April Janson

Greg Curniski

SCHEDULE "A"
DRAYTON VALLEY SAWMILL WAGE SCALE

*** Designated jobs not covered by the Job Evaluation Program.**

	<u>April 1/13</u>	<u>March 31/14</u>	<u>March 30/15</u>	<u>April 4,16</u>	<u>April 3/17</u>
Summer Vacation Relief*					
First 30 Calendar Days	20.383462	20.994966	21.414865	21.843163	22.280026
Second 30 Calendar Days	22.603443	23.281546	23.747177	24.222120	24.706563
After 60 Calendar Days (or rate of job worked)	26.059549	26.841335	27.378162	27.925725	28.484240
Operators					
Volcano (3rd Class Ticket) Chief* Planerman*	35.510479	36.575793	37.307309	38.053455	38.814524
Trades person (ticketed)*	37.540801	38.667025	39.440366	40.229173	41.033757
Apprentice - 1st Year*	28.232300	29.079269	29.660854	30.254071	30.859153
Apprentice - 2nd Year (With successful completion of year one)*	29.818500	30.713055	31.327316	31.953862	32.592940
Apprentice - 3rd Year (With successful completion of year two)*	31.476800	32.421104	33.069526	33.730917	34.405535
Apprentice - 4th Year (with successful completion of year three)*	33.650100	34.659603	35.352795	36.059851	36.781048

When an employee apprentices into a three (3) year program, rates reflected in years, one, two and three will be used. However, in no case will the rates be less than that specified by government regulation pertaining to apprentices.

Student Rate Used for Weekend Student Clean-up (75% of Base Rate)*

Volcano Operator 4th Class Ticket Premium Rate plus \$.50

Lumber Grader shall receive the premiums set out below, in addition to job rate.

Alberta Forest Products Association Grading Certificate
3 yrs. - Thirty-five cents (\$.35) per hour.

Alberta Forest Products Association Grading Certificate
1 yr. - Twenty cents (\$.20) per hour.

Provide that these premiums shall be paid only when actually engaged as lumber graders.

SCHEDULE "AA"
DRAYTON VALLEY SAWMILL WAGE SCALE

Based on 28 Group Job Evaluation Program

	<u>April 1/13</u>	<u>March 31/14</u>	<u>March 30/15</u>	<u>April 4/16</u>	<u>April 3/17</u>
Group 1 Spark Watcher/Weekend	26.122619	26.906298	27.444424	27.993312	28.553178
Group 2					
Group 3 Stick System Attendant Bander Helper Clean-Up/S.M. Clean-Up/P.M.	26.347400	27.137822	27.680578	28.234190	28.798874
Group 4 Sorter Chaser/Sawmill Mill Infeed Operator	26.481300	27.275739	27.821254	28.377679	28.945232
Group 5 Sorter Chaser/Planermill Clean-Up/Maintenance	26.635800	27.434874	27.983571	28.543243	29.114108
Group 6 Trim Block Operator	26.810900	27.615227	28.167532	28.730882	29.305500
Group 7					
Group 8 Trimmer Feeder/Deck Chaser	27.243500	28.060805	28.622021	29.194462	29.778351

	<u>April 1/13</u>	<u>March 31/14</u>	<u>March 30/15</u>	<u>April 4/16</u>	<u>April 3/17</u>
Group 9 Bander Op./Recording/P.M. Planer Feeder/Hoist Stacker Operator/Sawmill	27.490700	28.315421	28.881729	29.459364	30.048551
Group 10					
Group 11 Forklift Operator/Planer Infeed Forklift Operator/Kiln/Weekend Forklift Operator/Sawmill Truck Driver/Waste Truck Forklift Operator/Planer Outfeed	28.016000	28.856480	29.433610	30.22282	30.622727
Group 12 Optimized Edger Feeder Forklift Operator/Shipping	28.294100	29.142923	29.725781	30.320297	30.926703
Group 13					
Group 14 Utility Operator #3 Debarker Op./27" & 17" Utility Operator #2 Crane Op./Cat 345/Logyard Crane Op./Komatsu 650/Mill Feed Utility Operator #1	28.891500	29.758245	30.353410	30.960478	31.579688
Group 15 Log Loader/Cat 966/CTL Yard	29.210800	30.087124	30.688866	31.302644	31.928697

	<u>April 1/13</u>	<u>March 31/14</u>	<u>March 30/15</u>	<u>April 4,/16</u>	<u>April 3/17</u>
Group 16 Canter/Edger Op. Log Cut-Off Op./Merchandizer	29.540400	30.426612	31.035144	31.655847	32.288964
Group 17 Automated Grading Machine Attendant/Dry Stacker	29.880300	30.776709	31.392243	32.020088	32.660490
Group 18 Canter/Quad Saws/Edger Op.	30.220200	31.126806	31.749342	32.384329	33.032016

LETTER OF UNDERSTANDING

between

**WEYERHAEUSER COMPANY LTD.
DRAYTON VALLEY OPERATIONS**

and

**UNITED STEELWORKERS
LOCAL 1-207**

MEDICAL TRAVEL ALLOWANCE

The Company agrees to amend the existing Extended Health Benefits Plan to incorporate a medical travel allowance for necessary medical travel from Drayton Valley when employees or their dependents are referred by their attending physician to medical specialists in Alberta and such referrals required travel from Drayton Valley in excess of 500 km's on a round trip basis.

A Medical Travel Allowance provisions will be effective April 1, 2005. A joint Union/Management Committee will work out all the details for the provision implementation based on the following principles:

1. The maximum allowance payable on behalf of any regular employee and his or her eligible dependents is a total of one thousand, fifty dollars (\$1050.00) over the five (5) year Term of the Agreement, with a maximum of four hundred dollars (\$400.00) in any one year.
2. Eligible expenses will include bills for regularly scheduled economy class air fares, hotel accommodations and taxi fares.
3. Travel by private automobile will be paid at forty-two cents (\$.42) per kilometer.
4. All medical referrals will be in writing and travel must take place within two (2) months of the physician's referral, unless the earliest possible date of availability of the Specialist is beyond two (2) months from the referral.
5. Entitlement to hotel expenses will be based on the reasonableness of the employee or dependent being unable to return home on the day of the referral.
6. A claim form with receipts must be filed within ninety (90) days of the date eligible expenses are incurred.
7. Medical Travel Allowance is applicable for travel to the closest location where the specialist medical coverage is available. The Company and the Union will deal with reasonable exceptions.

8. Expenses which are payable under the Workers' Compensation Act, Alberta Health Care, Extended Benefits Plan, Auto Insurance, or any other insurance plan or government authority will not be eligible for reimbursement from the provision.

Dated this 28th day of August, 2013.

Weyerhaeuser Company Ltd.
Drayton Valley Operations
Drayton Valley, Alberta

United Steelworkers
Local 1-207
Edmonton, Alberta

Brooks Burton

Scott Ruston

Doug Wessel

Dave Baraniuk

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April Janson

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LETTER OF UNDERSTANDING

between

**WEYERHAEUSER COMPANY LTD.
DRAYTON VALLEY OPERATIONS**

and

**UNITED STEELWORKERS
LOCAL 1-207**

EDUCATION TRUST FUND

1. The Fund is to be administered by United Steelworkers, Local 1-207.
2. The Company will contribute to the Fund and will continue such contributions throughout the period of the Collective Agreement. The contributions will be three cent (\$.03) per hour worked per employee. Effective August 1, 2013, contributions will be five cents (\$.05) per hour worked per employee.
3. The Funds will be collected by United Steelworkers, Local 1-207 of Edmonton, Alberta.
4. The United Steelworkers will investigate the requirements of a trust specified by Revenue Canada.
5. The Company will not be involved in the administration of the fund.
6. Upon request by the Company (not more than once annually) the Union will provide information regarding total hours of training provided to Drayton Valley employees.
7. The Fund will provide monetary support for the following purposes defined as follows:

EDUCATION FUND POLICY STATEMENT

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

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

Grievance Handling
Environmental Issues
Stewards Training
Communications Skills
Economic Issues
Health and Safety

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

Dated this 28th day of August, 2013.

Weyerhaeuser Company Ltd.
Drayton Valley Operations
Drayton Valley, Alberta

United Steelworkers
Local 1-207
Edmonton, Alberta

Brooks Burton

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LETTER OF UNDERSTANDING

between

**WEYERHAEUSER COMPANY LTD.
DRAYTON VALLEY OPERATIONS**

and

**UNITED STEELWORKERS
LOCAL 1-207**

DISABILITY MANAGEMENT PROGRAM

Weyerhaeuser Drayton Valley and the United Steelworkers, Local 1-207 recognize that the prevention of injuries and the rehabilitation of injured and/ or sick employees are equally important goals. The parties recognize that return-to-work programs are part of injury prevention and rehabilitation.

Effective integration of disabled employees/members minimizes the loss of expertise, resources and productive potential to our operation and is the best strategy for maintaining the employee/member's potential and self-worth.

The purpose of this program is:

- To commit to the well being and rehabilitation of all employees/members that are suffering from an injury or illness that occurred on or off the job.
- To assist an ill or injured worker's treatment or rehabilitation by providing transitional and/or modified work where possible, that is meaningful, assists the recovery process and can be performed safely and effectively without undue risk of re-injury and without undue risk to co-workers or property.
- To help the worker maintain a positive morale and outlook regarding a return to work following an illness or injury.
- To earn the trust and respect of the individual.
- To maintain the confidentiality of the individual and any information relating to the person's disability.
- To partner with the injured or sick employee/member in the Disability Management process.

SECTION I – OVERVIEW

The Disability Management Program will be equally available to all employee's (hourly and salaried) of Drayton Valley Lumber or Forestlands that are permanently or temporarily disabled due to an injury or sickness that occurs on or off the job.

- The program will be available throughout any periods of disability and/ or sickness. Periods of disabling injury or illness will be tracked by the program coordinator, and regular monitoring conducted to determine the current status and availability for return to work.
- Post Physician visit: The employee/member is to contact their appropriate Supervisor regarding their status and if appropriate, to discuss transitional work. If a formal graduated return to work plan is required this must be arranged between the individual, their Doctor and the Company.
- Where appropriate, after an injury and/ or illness occurs, transitional work (i.e. modified work, light duty or graduated return to work) should be discussed between the employee, their supervisor, their Union representative and the Disability Management Coordinator. *Note: It is critical that medical clearance be obtained prior to arranging any return to work (either transitional or return to regular work).*
- Transitional work is temporary. The goal of transitional work is to enable the work site to be part of the employee/member's treatment. The work site acts as a bridge to enable an employee/member to work towards a return to their normal job and the normal activities of their life.
- Where permanent work modifications are required, then the Committee will follow the duty to accommodate provisions and look for practical solutions that do not create an undue hardship to either party.
- The worker performing transitional work will receive his or her regular rate of pay. If performing other than his or her regular job at the time of injury, the worker will receive that position's higher pay rate until the job would have ended. Their regular pay rate will then be applied for the duration of the transitional work.
- Overtime work will not be offered outside of modified restrictions. Any overtime availability needs to be part of the persons return to work program and the person must be able to perform the work that is required, within their restrictions.
- Transitional/modified work will be offered on a first come, first served basis, subject to the availability of appropriate work. Any employee/member returning to work on a transitional work plan shall not replace or displace any other employee/member who would be entitled to such work on a regular basis. Unionized workers must have enough seniority to normally be working. They must have the seniority to be at work.

- Return to work is implemented in conjunction with a physician of the employee/member's choice. Transitional work offered must be in keeping with the restrictions and/ or abilities identified by the physician and/ or other health care professional. As appropriate, additional medical information and/or an assessment (e.g. functional capacity evaluation) may be arranged to determine the capabilities of an individual returning to full duties or transitional work. This would be arranged by the Company or insurance provider after consultation with the employee, supervisor and Disability Management Coordinator.
- Changes to transitional/modified work must be in keeping with the restrictions and/ or abilities identified by the physician and/ or other health care professional.
- The Company will pay for any medical paperwork required in order to facilitate the return to work. This is outside of and separate from the collective agreement provision where the Company pays up to \$20 for the completion of medical forms.

The Disability Management Program will be made available on a non-discriminatory basis.

It is recognized that a regular employee/member, without loss of pay, opportunity or seniority, may on a voluntary basis take a different assignment to enable a disabled employee/member to return to transitional/modified employment.

If during the course of the Transitional/Modified work program the employee/member begins to experience adverse effects or has concerns about their return to work program, then additional medical consultations should take place in addition to discussions with the Disability Management Committee.

SECTION II – PROGRAM OBJECTIVES

The program objectives are:

- To provide a fair and consistent disability management program that focuses on rehabilitating employee/member recovering from an illness or injury that occurred on or off the job.
- To establish an atmosphere of mutual support, trust and cooperation.
- To focus on abilities rather than disabilities.
- To assist employee/members to overcome the effects of their injury or illness by recognizing the specific needs of each individual employee/ member.
- Through individualized plans, to provide meaningful transitional work that is appropriate and assists the recovery process.

- To consider reasonable job modifications to enable employees/members to return to pre-injury/illness employment. (Reasonable job modifications will be without undue hardship to either party)
- To ensure co-workers and appropriate supervisors are aware of the required support for returning employees.
- To consider/encourage timely access to appropriate health care solutions.
- To consider reasonable accommodations with respect to permanent disabilities and make recommendations to Weyerhaeuser and the Union with respect to identified options that are in keeping with the Collective Agreement and any applicable legislation.
- To return employees/members to the work environment without undue pain and/or suffering.
- Training will be provided to the Committee members as is required.

SECTION III – PROGRAM PRINCIPLES

1. The job, task, function, or combination of tasks which the worker will be required to perform must, compliment the medical restrictions of the worker so they can perform the duties without endangering, recovery, their safety, or the safety of others. In other words, modified work should not prolong the injury.
2. The work must be a meaningful and productive part of the employer’s operations. In other words, modified work should be meaningful work, not make-work.
3. The work must contribute to the worker’s physical and vocational rehabilitation by keeping the worker active and involved in the workplace and by promoting the gradual restoration to the workers’ pre-accident level of employment where applicable. In other words, transitional work is temporary, while permanent modifications in an employee’s/member’s job responsibilities may also be required.

SECTION III - EMPLOYEE RESPONSIBILITIES

Participation in the Disability Management Program is voluntary and employees/members may enter, withdraw, and re-enter the program.

Although the program is voluntary, the injured or ill employee/member is encouraged by the union and employer to participate in the program. This includes:

- Exploring appropriate return to work options with the supervisor;
- Active involvement in preparation of appropriate return to work plans;

- Participation in appropriate transitional work and/or modified work;
- Following return to work and transitional work guidelines;
- Not exceeding approved limitations/restrictions;
- Reporting any further problems or concerns immediately to the appropriate supervisor and/ or the program coordinator;
- Attendance at Disability Management meetings as requested.

Note:

While participation is voluntary, it is important that employees/members are aware of the following:

Under the terms of Workers' Compensation Board Policies and the policies of Insurance Providers, workers may be required to perform alternate work where it is clear the work is medically appropriate and is meaningful. Where appropriate work is declined by the employee/member, the Workers' Compensation Board and/ or the Insurance Provider may reduce benefits or cease to pay benefits.

The decision with respect to benefit entitlement and the interpretation of the requirement to perform alternate work rests with the Workers' Compensation Board and / or the Insurance Provider.

The active involvement of the employee/member will normally result in a speedier recovery and a return to normal employment and a normal life.

SECTION IV – EMPLOYER RESPONSIBILITIES

Weyerhaeuser, Drayton Valley is committed to the success of the program and commits to participating in the program. This will include:

- Active involvement in preparation of transitional work plans (where appropriate);
- Participation in finding appropriate transitional work;
- Addressing any problems reported with respect to transitional work being performed;
- Maintaining an effective working relationship with the union with the aim of improving the Return to Work Program;
- Provide meeting space;
- Attendance at Disability Management Committee meetings;

- Enabling unionized committee members time to attend the meetings.

SECTION V – UNION RESPONSIBILITIES

United Steelworkers, Local 1-207 is committed to the success of the program and commits to participating in the program. This will include:

- Active involvement in preparation of transitional work plans (where appropriate);
- Participation in finding appropriate transitional work;
- Addressing any problems reported with respect to transitional work being performed;
- Maintaining an effective working relationship with the Company with the aim of improving the Return to Work Program;
- Attendance at Disability Management Committee meetings.

SECTION VI – PROGRAM COORDINATOR RESPONSIBILITIES

It is the responsibility of the coordinator to liase with the employee/member, their supervisor, the union, the insurer (i.e. WCB &/or Maritime Life) and where necessary with physicians, other health care professionals and disability management consultants. This liaison is intended to facilitate an effective and timely return to work.

SECTION VII – EMPLOYER/ UNION DISABILITY MANAGEMENT COMMITTEE

A Disability Management Committee consisting of equal representation from the Management and Union will oversee the program. The affected employee and their supervisor are expected to attend meetings if reasonably possible.

Committee Members:

Union Representative (1 – Sawmill)
 Employer Representative (2)
 The Injured or recovering employee/member
 The Employee’s Supervisor

Under normal circumstances, only 1 employer and 1 union representative will attend each meeting. Additional committee members are for the purpose of providing backup and/ or alternative representatives.

Other parties may be invited to attend a meeting if it will assist in facilitating positive outcomes. This may include health care professionals, insurance companies, the WCB, union agents or other parties as agreed to by the committee members.

When a meeting is called to discuss an employee/members return to work, then the employee/member and the employee/member's supervisor shall attend the meeting.

Confidentiality:

All committee members will sign an undertaking of confidentiality (contained in the Program Documents).

Any breach of confidentiality will be considered serious and will be dealt with by the committee.

Breaching of this provision of the agreement will affect the integrity of the program. The purpose of this provision is to protect the confidentiality of employees/members and to preserve the integrity of the program.

Committee Members will not contact physicians and/ or other health care professionals without the prior written permission of the employee/member.

Committee Responsibilities:

- To ensure all employees/members meeting with the committee are reminded of the committee's objective.
- To ensure all parties present have signed the confidentiality agreement.
- To remind and/ or assist employees/members to complete appropriate paperwork and/or forms with respect to WCB and/ or insurance claims.
- To be available to meet all employees/members (as medically appropriate) that are off work or part of a transitional return to work program every 2 weeks.
- To ensure the employee/member is an equal partner in managing their absence and helping address/find solutions that enable an appropriate early return to productive employment and a normal life.
- To ensure the employee/member knows they are an important and valued part of Weyerhaeuser, Drayton Valley Operations during their recovery and return to work.
- With the employee/member, to review their recovery and progress from the date of injury or illness until they have returned to their normal function, keeping in mind that further rehabilitation may be required.
- To ensure physicians and other parties as required are aware of the Disability Management Program and transitional work opportunities.
- To consider available health care and/or modified work solutions that will enable an earlier return to employment and a normal life.

- To ensure the transitional work is monitored and that adjustments are made as necessary.
- To manage the Disability Management Program ensuring transitional work is appropriate for identified clinical restrictions as detailed by the employee/member’s physician and/or other health care professionals. (It is recognized there may be times this function may require the use of outside professional resources.)
- To ensure transitional work is meaningful, productive and can be performed safely without undue risk of re-injury and without undue risk to co-workers or property.
- To liaise with physicians, health care providers, the Workers’ Compensations Board, insurers and Disability Management consultants as required.
- To focus on solutions and outcomes.
- To provide recommendations on changes to this agreement.
- Committee members are to meet on an as required basis.

This agreement may be modified by the mutual agreement of the parties.

Either party may cancel this agreement by giving 60 days written notice to the other party.

This agreement replaces any and all prior Letter(s) of Understanding with respect to Alternate/Light Duty Work.

Dated this 28th day of August, 2013.

Weyerhaeuser Company Ltd.
 Drayton Valley Operations
 Drayton Valley, Alberta

United Steelworkers
 Local 1-207
 Edmonton, Alberta

 Brooks Burton

 Scott Ruston

 Doug Wessel

 Dave Baraniuk

 Bob Currie

 Gerald Lien

 Jeff Roos

 Murray Litke

 Mike Watson

 April Janson

 Greg Curniski

LETTER OF UNDERSTANDING

between

**WEYERHAEUSER COMPANY LTD.
DRAYTON VALLEY OPERATIONS**

and

**UNITED STEELWORKERS
LOCAL 1-207**

MAINTENANCE PLANNER

This letter confirms that both parties agree to add the above position to the Collective Agreement (Schedule B) for Drayton Valley Lumber. The rate of pay for this position will be fifty cents (\$.50) per hour above the respective rate that particular trade.

It is agreed that the individual currently in this role will be “grandfathered” into this role. This agreement expires when this individual vacates the position.

Dated this _____ day of _____, 2009.

Dated this 28th day of August, 2013.

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DRAYTON VALLEY SAWMILL OVERTIME PROCEDURE

Overtime Procedures Objectives:

1. Provide a system that supports an injury free workplace.
2. Provide a system that is fair to employees.
3. Provide a system that is easy to understand and administer in an error free state.
4. Provide a system that helps assure people are available for overtime work when needed.

Design Principles:

1. There is nothing we do that is worth getting hurt for.
2. Integrity is the foundation of our actions.
3. There needs to be a balance between employee and business needs.
4. The success of the business and employees is a common objective of all parties involved.

General Guidelines:

1. Except in emergencies, overtime is not normally mandatory.
2. Once an overtime shift has been accepted, it is considered a scheduled shift.
3. “Incumbent” refers to the person who is currently physically performing the job.

Administrative Guidelines:

1. The order of seniority is defined as the most senior to least senior employee, in that order.
2. Overtime will only be offered to employees competent to perform the work being offered, seniority considered.
3. Competency is defined as an employee who has been signed off on the position and has actively worked in the position in the past year in order to maintain competency.

4. Except in emergencies, employees will not be asked to work overtime if as a result:
 - a) they will have less than eight (8) hours rest between shifts
 - b) they will not have at least one day off in seven (7) days
 - c) they will work more than 12 hours in any 24-hour period, unless there has been a change in shift schedule.
5. Managers are responsible for keeping the competency list current for their area.
6. An employee may be assigned work, other than what they were originally scheduled to perform, provided they are competent to perform the work. This does not include emergency call-ins. It is not the intent of Management to routinely assign work outside what was originally scheduled.
7. All managers, supervisors, and employees will consistently follow the overtime procedures detailed in this agreement.

DRAYTON VALLEY SITE OVERTIME PROCEDURES

When Management determines that overtime work is required the following procedure will be applied to all departments at the site:

1. A notice of the overtime shift will be sent out requesting employees to sign the overtime book in the Sawmill Foreman's office. There will be only one overtime book for the site intended to capture all depts. sign-ups – sawmill, planer, log yard and maintenance.
2. The book must be signed by Wednesday at 12 Noon at the latest, indicating whether the employee can work days, nights or both and must include the phone number the employee wishes to be called on. Only this phone number will be used.
3. The Supervisor will review the overtime book after cut-off and draw a line under the last name in the book.
4. The Supervisor will ask in order of seniority, competent employees who have signed the book for that overtime shift. If no one accepts or if no one has signed up for the overtime then the next step is followed.
5. The Supervisor will ask employees in order of the site seniority list, competency considered. If the employee needs to be called at home, a call will be made only once. If the employee is not at home a message will be left that we had tried to contact them for overtime but that we are proceeding to the next person on the seniority list. The Supervisor will initial beside the employees name as well as the date and time he called the employee.
6. The employee is responsible to maintain an accurate phone number in the Peoplesoft system.

7. The overtime book will be cleaned out regularly and the records will be kept in the HR office with a copy to the Union.
8. An employee is ineligible for overtime in a week in which they have been AWOL.

Maintenance Overtime:

When overtime is available for the trades personnel, management will attempt to use Weyerhaeuser tradesman first (competency considered) before contracting out. The following procedures apply to all trades people:

Call-in/Breakdown/ Overtime:

1. For all call-in/breakdown overtime, the trades person who is the incumbent in the area of the breakdown, will be the first called for the overtime. This ensures that the trades person with the most knowledge of the area is utilized. This lends itself to being the most efficient means of reducing any downtime associated with the breakdown.
2. In the event that the incumbent can not work the overtime, the next senior qualified trades person will be called. If this person is not available, the next most senior, qualified Tradesperson will be called for the overtime.
3. A seniority list, complete with area designations, will be posted in the foreman's office.

Pre-planned Overtime:

1. Work that is known prior to the end of the last workday of the maintenance shift will be assigned according to the site seniority list, competency considered.

Project Work:

1. Trades personnel are assigned to project work as needed, based on the site seniority list. Once assigned to a project, they will be required to finish the project.

Multiple Ticketed Tradesmen:

1. Trades personnel that hold more than one Journeyman ticket will be awarded overtime opportunities based on the bid position they hold, seniority being the qualifying factor within that particular trade.
2. When utilizing their other trade ticket for the purpose of overtime, the Trades person will be considered for overtime after the list of Tradesman in that Trade have been exhausted, even if he/she is more senior.

3. If there is more than one multi-ticketed trades person within the department vying for overtime, the order of overtime allocated will be seniority based after the list of bid position trades persons in that department has been exhausted.

The Letter of Understanding may be canceled by either party during the term of the agreement by providing thirty (30) calendar days written notice to the other party.

Dated this 28th day of August, 2013.

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LETTER OF UNDERSTANDING

between

**WEYERHAEUSER COMPANY LTD.
DRAYTON VALLEY OPERATIONS**

and

**UNITED STEELWORKERS
LOCAL 1-207**

MAINTENANCE SHIFT

This letter is to confirm that both parties agree to grandfather those employees who are currently participating in the maintenance shift as reflected.

MAINTENANCE SHIFT:

3 – 12 Hour shifts per week (total of 36 hours)
Thursday to Saturday (days)
With a \$1.00 per hour premium

This agreement expires when these individuals vacate this shift assignment.

Dated this 28th day of August, 2013.

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DRAYTON VALLEY OPERATIONS**

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Apprenticeships

The Company and the Union have agreed that the Company will post for one (1) apprentice for each year of the next five (5) year contract.

In exchange for these apprenticeships the Company has the right to hire 3rd or 4th year apprentices providing that the parties agree that there is a defined business need to hire such apprentice(s).

Dated this 28th day of August, 2013.

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DRAYTON VALLEY OPERATIONS**

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SUNDAY PREMIUM

The intent of this agreement is to allow the Company to operate production schedules on Sunday without incurring overtime premiums as outlined in the current collective bargaining agreement. As such the parties agree:

In the event that the Company implements a third shift posture that requires employees to be regularly scheduled on Sundays, exceptions will be made to the collective bargaining agreement for all employees.

In such a case, the following clauses will not apply to any employees working on, or covering for, a shift where Sunday is a regularly scheduled day:

- Article 7, Section 1, (d), (iii) Rate one-half - Hours worked on Sunday
- Article 7, Section 1, (d), (ii) & (iii) Double time – Hours worked on Sunday
- Article 7, Section 1, (e), (iii) Rate one-half - Hours worked on Sunday
- Article 7, Section 1, (e), (ii) Double time - Hours worked on Sunday

The above does not apply to those areas of the unit which requires continuous operation with the exception that Article 7, Section 1, (e), (ii) Double time – Hours worked on Sunday will not apply.

In the event production schedules includes twelve hour shifts, Article 7, Section 7 will only apply to those employees who are required to remain on site.

This letter of understanding will only be in effect during the times that employees remain on a shift posture as outlined above. A reversion away from this posture would result in a return to the application of the language as outlined in the collective bargaining agreement, Article 7.

Dated this 28th day of August, 2013.

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DRAYTON VALLEY OPERATIONS**

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LOCAL 1-207**

RELIEF JOB TRAINING PROGRAM

PREAMBLE

The purpose of this program is to provide an orderly method by which designated employees can be trained to ensure sufficient trained personnel will be available to replace incumbent employees on **key jobs** (which are named herein) in the event of illness, holidays and leave of absence.

It is to the best interest of both parties to this agreement to implement and maintain this program to ensure maximum efficiency of the operation of the mill. The provisions of the Job Training Program shall not supersede and/or the application of Seniority and Job Posting Supplement applicable to the operation except where noted herein.

The Labour Management Committee will review the progress of this program with the specific intent of resolving impediments to the smooth and effective operation of this agreement.

SECTION 1 – KEY JOBS

For the purpose of this program the following job categories shall be designated as key jobs for the length of this agreement:

Large Log Line
Small Log Line
Merchandizer Operator
966 Wheel Loader

SECTION 2 – SELECTION OF TRAINEE BY SHIFTS

In order to ensure adequate plant coverage on key jobs and the utilization of trained personnel in a manner which will not disrupt the work force, key job selections will be allocated through Job Postings on a shift.

SECTION 3 – ELIGIBILITY

- An employee may only hold one relief posting at a time.
- Employees who choose to down bid through this process recognize when in the relief posting, they are paid the rate of their bid job.
- Bidding for relief bids are only allowed on the shift the employee is actively on (i.e. no cross bid shifting). Relief bids are abandoned when confirmed in their new bid when bidding onto a permanent bid on another shift.

SECTION 4 – POLICY/PROCEDURE

1. With the exception of the sections listed below, the procedure for posting relief vacancies will be per the applicable sections in the collective agreement (Seniority and job postings).
2. An employee selected for the relief job shall be allowed a trial of up to a maximum of 30 days. On occasion and after discussions, the trial period may be extended but not beyond an additional 30 days.
3. If an employee is removed or turns down a job in the trial period, the next senior qualified applicant will be selected.
4. Training of a selected candidate will commence and continue as quickly as practical. Overall priority of training (including non-bid training) will be done as deemed necessary by management. The Union will be advised when senior trainees are not being trained.
5. It is understood and agreed that management maintains the right to direct the workforce and schedule and assign employees as necessary due to business/production needs.

SECTION 5 – TERM

The above training program will be subject to review and cancellation with 30 days notice, by either party after an initial period of six months from date of signing and thereafter prior to the renewal of the contract between the parties.

Dated this 28th day of August, 2013.

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LOCAL 1-207**

STEELWORKERS HUMANITY FUND

The employer agrees to deduct the amount of \$20.00 per year from the wages of each employee in the bargaining unit on a once yearly basis, prior to December 30 of each year and, within thirty (30) days, pay amount so deducted to the "Humanity Fund" and to forward such payment to United Steelworkers National Office, 234 Eglinton Avenue East, Toronto, Ontario, M4P 1K7, and to advise in writing both the Humanity Fund at the aforementioned address and the Local Union that such payment has been made, the amount of such payment and the names of all Employee in the bargaining unit on whose behalf such payment is made

Dated this 28th day of August, 2013.

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VACATION SCHEDULING

In scheduling vacation periods, the following administrative provisions shall apply:

- a) Vacation should be scheduled to meet the preference of the employee subject to the following guidelines.
- b) Vacation time above the minimum requirements, as per the collective agreement, will be left to the discretion of the employee.
- c) The immediate manager of employees is responsible to ensure that vacations are scheduled for their employees, which includes approval and ensuring that the properly completed “vacation slip” is given to that manager.
- d) Definition of Prime Time Periods: For the purposes of scheduling vacation, “Prime Time” is considered as:
 - Spring Break Prime Time (defined as Spring Break in Drayton Valley) - the week of spring break;
 - Summer Prime Time – last 2 weeks of June through the Labour Day Week; and
 - Christmas Prime Time - the week before Christmas and the week after Christmas.
- e) In order to give as many employees as possible reasonable access to time off during what is defined as prime time vacation periods, no employee shall be allowed:
 - more than (2) weeks vacation during Summer Prime Time, and

- more than (3) weeks vacation, in total, during all Prime Time booked prior to February 1st.
- f) If there is a general holiday during an employee's annual paid vacation, and it falls on a day they normally would have worked, an employee will receive forty hours pay and holiday pay for those weeks. An employee may ask for 30 hours pay and the ability to use the unpaid vacation day at a later time before the next annual vacation. The Company can consider such requests on a case by case basis with due regard for the business.
- g) For the purposes of vacation scheduling, the end of the 2nd full week in January, will be recognized as the seniority cutoff date. Any vacation booking requests after that will be considered on a first come, first serve basis.
- h) Employees will book their holidays based on their most current job bid posting.
- i) If an employee transfers to another shift either during the vacation booking process or after vacation has been approved they must reach agreement regarding their vacation with the new manager prior to the transfer. The final decision is solely up to the manager.
- j) When an employee is away from work on Short-term Disability, WCB, Leave of absence, or for other reasons, it is their responsibility to contact their manager to schedule vacation during the vacation booking period.
- k) Employees must schedule their "minimum required" vacation by the 2nd full week in January.
- l) In order to cancel any vacation a 2 week notice period is required from the employee or from the employer.
- m) There will be no swapping of vacation dates. The employee that originally books the vacation time will be the one that is expected off during this period. If an employee wishes to give up a week of vacation then the vacation time will go into a pool and the most senior person on that shift will be offered that week.
- n) If you cancel your mandatory vacation, you will need to immediately reschedule the time with your manager. If there are no available dates remaining, you will be required to take the vacation time off that you originally booked.
- o) Once past the 2nd full week in January cutoff date, each area manager will sign the vacation forms as structured during the booking period.

- p) Even though vacations have been approved, the company still maintains the right to cancel vacation where required for business purposes. Should the company cancel vacation(s) that have already been approved, the company shall compensate the employee at overtime rate of pay during the scheduled vacation period the employee is required to work. Any verifiable costs incurred by the employee resulting in the vacation cancellation will be reimbursed by the Company.
- q) Vacations cannot be carried over from one vacation year into the next.
- r) An employee that has been absent because of illness or injury and vacation time had been scheduled during the disability, will be permitted to reschedule the vacation time provided they return to work in time to reschedule during the vacation year, subject to availability.
- s) The process for vacation scheduling starts as follows:
- Step 1: The Company will determine the maximum number of individuals that can be off at one time for the mill in a given area. Area definitions are A-Shift Sawmill & Planermill, B-Shift Sawmill & Planermill, Log Yard, Saw Filers, Kilns & Volcano & Shipping, and Maintenance.
- Step 2: Every employee will have until mid December to prepare to schedule their vacation for the upcoming calendar year.
- Step 3: Then starting mid December, beginning with the most senior person in an area, the employee's immediate manager will ask the employee to book their requested vacation. The employee will have 15 minutes to schedule all of their requested vacation time, in the openings available.
- i. When an employee does not provide vacation dates on the schedule within the allotted time, the process will move on and the manager will come back to that employee once they have gone through the least senior person in a shift.
- ii. Only full weeks of vacation will be considered during the initial booking period. Employee's requesting a day or two off during a week will be considered by seniority on the first day immediately following the cutoff date.
- Step 4: The manager will then move on to the next senior person in an area and repeat step 4.
- Step 5: The Manager will sign the vacation forms.
- Step 6: The Manager will make available the approved vacation schedule.

Dated this 28th day of August, 2013.

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