**Collective Agreement**

**In Force Between**

**Interior Forest Labour Relations Association**

**and**

**Locals 1-405, 1-417, and 1-423**

**United Steelworkers - AFL - CIO - CLC**

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# BRITISH COLUMBIA
# SOUTHERN INTERIOR MASTER AGREEMENT
## 2023 - 2027

THIS AGREEMENT entered into this 7th day of October, A.D. 2024

BETWEEN: Members of **Interior Forest Labour Relations Association**
(Hereinafter known as the "COMPANY")

OF THE FIRST PART

AND:

**United Steelworkers**
**AFL - CIO - CLC**
**Locals 1-405, 1-417 & 1-423**

(Hereinafter known as the "UNION")

OF THE SECOND PART

**PREAMBLE:**

1. WHEREAS it is the intent and the 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 covering rates of pay, hours of work and conditions of employment to be observed between the Parties hereto, AND
2. WHEREAS the Company accepts responsibility to observe each and all provisions and conditions of this Agreement, and to promote orderly and peaceful relations with the Employees, AND
3. WHEREAS the Union accepts responsibility to observe each and all provisions and conditions of this Agreement, and to promote orderly and peaceful relations with the Company.

NOW THEREFORE the Parties hereto mutually agree as follows:

## ARTICLE I - BARGAINING AGENCY

### Section 1: Recognition

(a) The Company recognizes the Union as the sole collective bargaining agency of the Employees of the Company at 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 grievance procedure as provided for in Article XV, Step 3, and, in the event of failure to reach a satisfactory settlement, it shall be dealt with as provided for in Section 139 (a) of the Labour Relations Code of B.C.

### Section 2: Bargaining Authority

The Company agrees that the Bargaining Authority of the Union shall not be impaired during the term of this new collective agreement. The Company agrees that the only certification they will recognize during the term of this new agreement is that of the Union 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 bargaining between Employer and Employee.

## ARTICLE II - EMPLOYERS' RIGHTS

### Section 1: Management and 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: Hiring and Discipline

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

## ARTICLE III - 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 Management the Policy herein expressed.

### Section 2: Union Shop

All Employees shall, at the time of hiring and as a condition of hiring or continued employment, become a member of the Union, and maintain membership therein.

### 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. If an Employee fails to pay Union dues within seven 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

(a) No Employee shall be subject to any penalties against their application for membership or reinstatement, except as may be provided for in United Steelworkers Constitution and in accordance with the By-Laws of Local Union Nos. 1-405, 1-417 and 1-423.

(b) 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 By-Laws of United Steelworkers Local _____

Such deductions shall be transmitted to the International Treasurer of 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)

---

PLEASE USE TYPEWRITER OR PRINT PLAINLY

Name _____

Address _____

_____

UNITED STEELWORKERS

AFL - CIO - CLC

Local Union No. _____

I hereby request and accept membership in United Steelworkers, and of my own free will hereby authorize 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 matters, including contracts which may require the continuance of my membership in United Steelworkers as a condition of my continued employment.

Date _____ Signature _____

Employed by: _____ Department: _____

Address _____ Postal Code _____

Social Insurance No. _____ Initiation Fee $ _____ Paid

(b) This assignment shall be effective immediately.

(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: Social Insurance Number

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

## Section 8: Employer Deductions From Wages - Employee Benefit Plans

The Parties agree that the Company shall deduct from an Employee's wages and shall remit to the appropriate Employee Benefit Plan, the Employee's contribution which is specified in any benefit plan agreed to by the parties to the Southern Interior Master Agreement.

## Section 9: Working Supervisors

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

# ARTICLE IV - COMMITTEES

## Section 1: Definition

For the purpose of this Agreement, when the word **"committee"** is used it shall mean Plant or Woodlands Committee, 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 seven (7) Employees with completed probationary period of employment with the Company who are members of the Union and they shall be selected, wherever possible, on a departmental basis.

## 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 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 in reference to:

(a) Article XIV, Section 2: Accident Prevention Committee, where the members are designated according to the provisions of the "Workers' Compensation Act", and

(b) Under Article XVI: Joint Industry Committee.

## ARTICLE V - WAGES

### Section 1: Rates

(a) (i) The Parties hereby agree that the wages of all hourly rated employees will be increased as follows:

July 1, 2023 3%
July 1, 2024 3%
July 1, 2025 2.5%
July 1, 2026 2.25%

Every active regular full time employee, working and receiving pay on July 1, 2025, will be provided a lump sum payment of $1000. Employees who are on leave and return to work in a full-time capacity after the day of payout shall be paid a pro-rated amount based on hours worked. Employees other than regular, full-time employees will receive a pro-rated amount based on their percentage of hours worked.

(b) The basic rate for common labour shall be:

| | |
|---|---|
| July 1, 2023 | $33.035/hr. |
| July 1, 2024 | $34.025/hr. |
| July 1, 2025 | $34.875/hr. |
| July 1, 2026 | $35.66/hr. |

(c) Designated First Aid Attendants shall receive:
Level 2 - Fifty cents per hour (50¢/hr.)
Level 3 - One dollar per hour ($1.50/hr.)
plus their occupational rate of pay.

These premiums will be paid upon Designated Duty First Aid Attendants attaining certificates as required by the Workers' Compensation Board.

All other Employees holding valid First Aid Certificates shall receive $0.10 per hour plus their occupational rate of pay.

(d) Scalers shall receive a fifty five cents per hour (55¢/hr.) premium for workers with a valid scaling ticket, when working as a Scaler.

(e) Groupings and rates for Apprentices and Tradespersons are as follows:

## MANUFACTURING

| | Effective July 1, 2023 | Effective July 1, 2024 | Effective July 1, 2025 | Effective July 1, 2026 |
|---|---|---|---|---|
| **Electrician (4 yr. Program)** | | | | |
| Certified | $47.47 | $48.895 | $50.115 | $51.245 |
| Non-Certified | $46.97 | $48.395 | $49.615 | $50.745 |
| Improver (3rd yr. Completed) | $41.25 | $42.49 | $43.55 | $44.53 |
| Improver (2nd yr. Completed) | $40.17 | $41.375 | $42.41 | $43.365 |
| Helper (1st yr. Completed) | $39.185 | $40.36 | $41.37 | $42.30 |
| Helper (during 1st Year) | $38.67 | $39.83 | $40.825 | $41.745 |
| **Machinist (4 yr. Program)** | | | | |
| Certified | $47.47 | $48.895 | $50.115 | $51.245 |
| Non-Certified | $46.97 | $48.395 | $49.615 | $50.745 |
| Improver (3rd yr. Completed) | $41.47 | $42.715 | $43.785 | $44.77 |
| Improver (2nd yr. Completed) | $40.34 | $41.55 | $42.59 | $43.55 |
| Helper (1st yr. Completed) | $39.38 | $40.56 | $41.575 | $42.51 |
| Helper (during 1st Year) | $38.845 | $40.01 | $41.01 | $41.935 |

| | Effective July 1, 2023 | Effective July 1, 2024 | Effective July 1, 2025 | Effective July 1, 2026 |
|---|---|---|---|---|
| **Heavy Duty Mechanic (4 yr. Program)** | | | | |
| Certified | $47.47 | $48.895 | $50.115 | $51.245 |
| Non-Certified | $46.97 | $48.395 | $49.615 | $50.745 |
| Improver (3rd yr. Completed) | $41.25 | $42.49 | $43.55 | $44.53 |
| Improver (2nd yr. Completed) | $40.17 | $41.375 | $42.41 | $43.365 |
| Helper (1st yr. Completed) | $39.185 | $40.36 | $41.37 | $42.30 |
| Helper (during 1st Year) | $38.67 | $39.83 | $40.825 | $41.745 |
| **Millwright (4 yr. Program)** | | | | |
| Certified | $47.47 | $48.895 | $50.115 | $51.245 |
| Non-Certified | $46.97 | $48.395 | $49.615 | $50.745 |
| Improver (3rd yr. Completed) | $41.25 | $42.49 | $43.55 | $44.53 |
| Improver (2nd yr. Completed) | $40.17 | $41.375 | $42.41 | $43.365 |
| Helper (1st yr. Completed) | $39.185 | $40.36 | $41.37 | $42.30 |
| Helper (during 1st Year) | $38.67 | $39.83 | $40.825 | $41.745 |
| **Steamfitter - Pipefitter (4 yr. Program)** | | | | |
| Certified | $47.47 | $48.895 | $50.115 | $51.245 |
| Non-Certified | $46.97 | $48.395 | $49.615 | $50.745 |
| Improver (3rd yr. Completed) | $41.25 | $42.49 | $43.55 | $44.53 |
| Improver (2nd yr. Completed) | $40.17 | $41.375 | $42.41 | $43.365 |
| Helper (1st yr. Completed) | $39.185 | $40.36 | $41.37 | $42.30 |
| Helper (during 1st Year) | $38.67 | $39.83 | $40.825 | $41.745 |
| **Welder (3 yr. Program)** | | | | |
| Welder A | $47.47 | $48.895 | $50.115 | $51.245 |
| Welder B | $47.145 | $48.56 | $49.775 | $50.895 |
| Welder C | $46.475 | $47.87 | $49.065 | $50.17 |
| Improver (2nd yr. Completed) | $41.04 | $42.27 | $43.325 | $44.30 |

| | Effective July 1, 2023 | Effective July 1, 2024 | Effective July 1, 2025 | Effective July 1, 2026 |
|---|---|---|---|---|
| Helper (1st yr. Completed) | $39.885 | $41.08 | $42.105 | $43.05 |
| Helper (during 1st Year) | $38.67 | $39.83 | $40.825 | $41.745 |

Welders A, B & C in this category must have qualification granted from ITA.

| | Effective July 1, 2023 | Effective July 1, 2024 | Effective July 1, 2025 | Effective July 1, 2026 |
|---|---|---|---|---|
| **Carpenter (4 yr. Program)** | | | | |
| Certified | $47.47 | $48.895 | $50.115 | $51.245 |
| Non-Certified | $46.97 | $48.395 | $49.615 | $50.745 |
| Improver (3rd yr. Completed) | $41.25 | $42.49 | $43.55 | $44.53 |
| Improver (2nd yr. Completed) | $40.17 | $41.375 | $42.41 | $43.365 |
| Helper (1st yr. Completed) | $39.185 | $40.36 | $41.37 | $42.30 |
| Helper (during 1st Year) | $38.67 | $39.83 | $40.825 | $41.745 |
| **Auto Mechanic (4 yr. Program)** | | | | |
| Certified | $47.145 | $48.56 | $49.775 | $50.895 |
| Non-Certified | $46.65 | $48.06 | $49.275 | $50.395 |
| Improver (3rd yr. Completed) | $41.26 | $42.50 | $43.565 | $44.545 |
| Improver (2nd yr. Completed) | $40.205 | $41.41 | $42.445 | $43.40 |
| Helper (1st yr. Completed) | $39.215 | $40.39 | $41.40 | $42.33 |
| Helper (during 1st Year) | $38.69 | $39.85 | $40.845 | $41.765 |

**Engineers and Firefighters**

Engineers and firefighters actually working in a job requiring the ticket herein specified, shall be paid in accordance with the following rates:

| | Effective July 1, 2023 | Effective July 1, 2024 | Effective July 1, 2025 | Effective July 1, 2026 |
|---|---|---|---|---|
| **Engineers and Firefighters** | | | | |
| 2nd Class Engineer | $49.48 | $50.965 | $52.24 | $53.415 |
| 3rd Class Engineer | $47.47 | $48.895 | $50.115 | $51.245 |
| 4th Class Engineer | $44.69 | $46.03 | $47.18 | $48.24 |
| Firefighter (4th Class Ticket) | $39.925 | $41.125 | $42.155 | $43.105 |
| Firefigher | $34.83 | $35.875 | $36.77 | $37.595 |
| **New Generation Filing Room Categories** | | | | |
| Benchperson (Certified) | $48.73 | $50.19 | $51.445 | $52.605 |
| Non-Certified | $48.23 | $49.69 | $50.945 | $52.105 |
| Circular Saw Filer (Certified) | $47.47 | $48.895 | $50.115 | $51.245 |
| Non-Certified | $46.97 | $48.395 | $49.615 | $50.745 |
| Saw Filer Level 1 | $40.195 | $41.40 | $42.435 | $43.39 |
| Helper | $38.68 | $39.84 | $40.835 | $41.755 |
| **Legacy Filing Room Categories** | | | | |
| (a) Benchperson (Certified) | $48.73 | $50.19 | $51.445 | $52.605 |
| Non-Certified | $48.23 | $49.69 | $50.945 | $52.105 |
| Helper | $47.47 | $48.895 | $50.115 | $51.245 |
| (b) Circular Saw Filer (Certified) | $47.47 | $48.895 | $50.115 | $51.245 |
| Non-Certified | $46.97 | $48.395 | $49.615 | $50.745 |
| Helper | $47.035 | $48.445 | $49.655 | $50.77 |
| (c) Saw Fitter (Certified) | $47.035 | $48.445 | $49.655 | $50.77 |
| Non-Certified | $46.535 | $47.945 | $49.155 | $50.27 |
| 1st Yr. Completed | $41.01 | $42.24 | $43.295 | $44.27 |
| Helper | $39.475 | $40.66 | $41.675 | $42.615 |

| | Effective July 1, 2023 | Effective July 1, 2024 | Effective July 1, 2025 | Effective July 1, 2026 |
|---|---|---|---|---|
| **Planermill Maintenance Technician I** | | | | |
| Certified | $47.47 | $48.895 | $50.115 | $51.245 |
| Non-Certified | $46.97 | $48.395 | $49.615 | $50.745 |
| Improver | $44.815 | $46.16 | $47.315 | $48.38 |
| **Planermill Maintenance Technician II** | | | | |
| Certified | $44.815 | $46.16 | $47.315 | $48.38 |
| Non-Certified | $44.315 | $45.66 | $46.815 | $47.88 |
| Improver | $41.295 | $42.535 | $43.60 | $44.58 |
| Helper (1st 6 months completed) | $40.145 | $41.35 | $42.385 | $43.34 |
| Helper (During 1st 6 months) | $38.91 | $40.075 | $41.075 | $42.00 |
| **Other Categories** | | | | |
| Oiler | $37.52 | $38.895 | $39.865 | $40.76 |
| Grinderperson | $37.48 | $38.855 | $39.825 | $40.72 |

## LOGGING

| | Effective July 1, 2023 | Effective July 1, 2024 | Effective July 1, 2025 | Effective July 1, 2026 |
|---|---|---|---|---|
| **Heavy Duty Mechanic (4 yr. Program)** | | | | |
| Certified | $47.65 | $49.08 | $50.305 | $51.435 |
| Non-Certified | $47.135 | $48.55 | $49.765 | $50.885 |
| Improver (3rd yr. Completed) | $41.535 | $42.78 | $43.85 | $44.835 |
| Improver (2nd yr. Completed) | $40.43 | $41.645 | $42.685 | $43.645 |
| Helper (1st yr. Completed) | $39.475 | $40.66 | $41.675 | $42.615 |
| Helper (during 1st Year) | $38.92 | $40.09 | $41.09 | $42.015 |

| | Effective July 1, 2023 | Effective July 1, 2024 | Effective July 1, 2025 | Effective July 1, 2026 |
|---|---|---|---|---|
| **Auto Mechanic (4 yr. Program)** | | | | |
| Certified | $47.325 | $48.745 | $49.965 | $51.09 |
| Non-Certified | $46.81 | $48.215 | $49.42 | $50.53 |
| Improver (3rd yr. Completed) | $41.575 | $42.82 | $43.89 | $44.88 |
| Improver (2nd yr. Completed) | $40.465 | $41.68 | $42.72 | $43.68 |
| Helper (1st yr. Completed) | $39.505 | $40.69 | $41.705 | $42.645 |
| Helper (during 1st Year) | $38.96 | $40.13 | $41.135 | $42.06 |
| **Welder (3 Yr. Program)** | | | | |
| Certified | $47.325 | $48.745 | $49.965 | $51.09 |
| Non-Certified | $46.81 | $48.215 | $49.42 | $50.53 |
| Improver (2nd yr. Completed) | $41.315 | $42.555 | $43.62 | $44.60 |
| Improver (1st yr. Completed) | $40.19 | $41.395 | $42.43 | $43.385 |
| Helper (during 1st Year) | $38.96 | $40.13 | $41.135 | $42.06 |

(e) Positions requiring the utilization of a 5th Class Power Engineer Certificate, shall receive fifty cents ($0.50) per hour over the occupational job rate.

## Section 2: Graders

(a) Certified Planer Graders working as such to receive a premium over and above the evaluated Grader rate as follows:

"A" Ticket - 30 cents per hour
"B" Ticket - 25 cents per hour

(b) Employees not being Planer Graders who hold valid Grading Tickets shall receive a premium of fifteen (15¢) cents per hour over and above their job rate.

(c) Grading tickets shall be permanent and valid certificates but Graders shall remain subject to the regulations of the regulatory bodies.

(d) All Graders holding Grading Tickets shall attend upgrading classes as required.

(e) Graders who are required to attend upgrading classes (rule changes) shall receive their regular straight time job rate for time spent in attending said classes.

## Section 3: Tools

(a) The Company shall, upon the signing of this Agreement, at its expense, insure for damage or loss caused by fire or flood, the tools of its Employees which are required to be used in the performance of their work.

(b) The Company shall, upon the signing of this Agreement, at its expense, insure the tools of its Employees which are required to be used in the performance of their work, for loss by theft where the tools are stored in a designated place of safety within the control of the Company and there is forcible breaking and entering. The insurance coverage provided shall be subject to a deductible of $50.00 in respect of each Employee's claim.

(c) The Company will repair or replace those tools referred to in (a) and (b) that are damaged or broken in the performance of regular duties.

(d) The Company will make available Trades tools required upon the introduction of the metric system.

## Section 4: First Aid Training

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

(a) The Company will pay the cost of course tuition and materials required to those Employees who pass the course.

(b) The Company will pay lost time wages to designated First Aid Attendants.

## Section 5: Logging Rates

Companies with certified logging operations shall revise their logging rates as follows:

| | Effective July 1, 2023 | Effective July 1, 2024 | Effective July 1, 2025 | Effective July 1, 2026 |
|---|---|---|---|---|
| **Falling and Bucking** | | | | |
| Falling and Bucking | $52.20 | $53.77 | $55.11 | $56.49 |
| Right-of-Way Faller | $46.80 | $48.20 | $49.41 | $50.65 |
| Power Saw Rental | | $18.00/per day | | |

The Logging Grouping and Wage Scale is contained in Supplement No. 1 of this Agreement.

## Section 6: Rate Revision

(a) The Wage Scale attached hereto, Supplement No. 1, is approved by both Parties and may, subject to the mutual consent of both Parties be revised once annually. It is understood that the principle of the individual Mill Scale shall prevail in all such revisions. The Wage Scale shall not be adjusted for the purpose of establishing industry-wide rates.

(b) 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 7: Shift Differential

The recognized Day Shift, which may vary in individual operations, shall be considered the First Shift. Hours worked outside the recognized Day Shift will be regarded as the Second and Third Shifts. Premium rates of fifty cents (50¢) per hour will be paid for Second and Third Shifts. A Day Shift Employee working in excess of their regular shift will be paid rate and one-half without the differential. Any Employee on the Second and Third Shift

working in excess of their regular shift, shall receive rate and one-half. For the purpose of the last sentence, rates shall be rate plus fifty cents (50¢). Persons employed other than on regular shifts shall be paid the fifty cents (50¢) premium rate for all hours worked outside the recognized Day Shift. To qualify for Night Shift Differential under the preceding sentence, the Employee must work in excess of one (1) hour outside of the Regular Day Shift, provided that, where this results in an overlapping of shifts, the Employees shall be paid the Night Shift Differential for all time worked on the overlapping shift.

### Section 8: Call Back Time

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

## ARTICLE VI - PAY DAYS

The Company will pay wages in accordance with the Provincial Regulations and furnish each Employee with an itemized statement of monthly earnings and deductions. The Company shall provide for pay days every two (2) weeks.

## ARTICLE VII - HOURS OF WORK

### Section 1: Hours and Overtime

(a) The regular hours of work in all Forest Products operations shall be eight (8) hours per day and forty (40) hours per week with rate and one-half for any hours worked over eight (8) hours per day and forty (40) hours per week. Production Employees shall be paid rate and one-half for Saturday and/or Sunday regardless of the number of hours worked during the week.

(b) Double straight time rates shall be paid for the following:

  (i) hours worked in excess of eleven (11) hours per day;

  (ii) hours worked on Sunday by Employees who have worked five shifts during the preceding six days;

(iii) for purposes of this provision, a Statutory Holiday shall be considered as a shift worked;

(iv) item (ii) above shall not apply to Employees who work Sunday as a regularly scheduled day.

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

(i) Casual labour employed on production work on Saturday and/or Sunday will receive rate and one-half for these days. Casual labour employed on Saturday and/or Sunday for maintenance, repairs and preparatory work will be paid straight-time job rate.

(ii) Regular laid-off Employees shall not be classified as casual Employees and shall have preference for available work over the said casual Employees.

(iii) The Employer agrees to keep a separate seniority list of casual Employees who have worked at least ten (10) working days, exclusively for recall purposes and, subject to clause (ii), further agrees to recall casual Employees in accordance with their seniority as set forth in this list.

(d) The following are exceptions to Clause (a), namely: Firefighters, Towboat Operators, and First Aid Attendants.

**Section 2: Alternate Shift Scheduling**

(a) Management, Plant Committees and Local Unions shall have the right under the terms of the Collective Agreement to agree upon and implement other schedules which may include Sundays. All hours worked Monday to Saturday inclusive will be paid at straight time rate of pay except as provided for in Section (c) below.

(b) Any variation(s) to Section 1 above shall be implemented only upon completion of the following steps:

(i) Negotiated agreement between the Local Union and Company and where the Local Union and the Company agree on a shift, the affected crew will have the right to vote.

(ii) Failing agreement or ratification in (i) above, the matter will be referred to Supplement No. 8, Section D. Alternate Shift Schedule Selection.

(c) When alternative schedules have been agreed upon and implemented in accordance with (a) and (b) above, the following overtime provisions shall apply:

1. Rate and one-half shall be paid for the following:

(i) After the completion of the regularly scheduled shift.

(ii) Hours worked in excess of forty (40) hours per week or forty (40) hours average when there is an averaging period.

(iii) The first eleven (11) hours worked on an Employee's scheduled rest day, unless a change in rest day has been agreed to between the Employee and the Company.

(iv) All hours worked on Sunday, unless otherwise agreed to by the Parties, except those excluded in the casual section.

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

(i) All hours worked in excess of eleven (11) in any day of the week except for twelve (12) hour shifts. For twelve (12) hour shifts, all hours in excess of the regular shift.

(ii) All hours worked on Sunday when Sunday is also an Employee's scheduled rest day, if the Employee has worked forty (40) straight-time hours in the preceding six (6) days, unless a change in rest day has been agreed to between the Employee and the Company.

(iii) For those employees that work the alternative weekend shift, the second overtime shift worked in a given week outside the shift schedule will be paid at double-time for hours worked.

(d) Supplement No. 8 - Alternate Shift Scheduling, contains the agreed upon general principles and parameters for the establishment, implementation or discontinuance of alternate shift schedules.

## Section 3: Saturday and Sunday Work

(a) Those Employees who of necessity regularly work on Saturday and Sunday shall take two (2) other days of the week off to be mutually agreed between the Employee and the Company. In such event, Saturday and Sunday shall be considered working days and overtime rates shall not apply on Saturday. However, these Employees shall be paid rate and one-half for work performed on Sunday. It is agreed that overtime rates will apply when the regular daily or weekly work limit has been exceeded.

It is further agreed that overtime rates will apply on rest days of these Employees, if worked, unless the change in the rest day has been requested by the Employee.

(b) For the purpose of this Section, Employees shall be Engineers, Firefighter, Operating Millwrights, Maintenance Workers and Watchpersons.

## Section 4: Tuesday to Saturday Work

It is agreed that Maintenance, Repair, Clean-up and Construction Employees can be employed on a Tuesday to Saturday work week for which they will be paid straight time for Saturday work. In such event, Sunday and Monday will be recognized as their rest days and any work performed on their rest days will be paid for at rate and one-half. It is further agreed that the rest day, Monday, may be changed by mutual consent between the Employee and the Company. In such event, work performed on Monday will be paid for at straight time. If the Employee works on Mon-

day at the request of the Company, the rate of pay will be rate and one-half. However, if the Employee requests a temporary change from their rest day on Monday, work performed on Monday will be paid for at straight time.

## Section 5: Completion of Afternoon Shift

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

(b) Notwithstanding anything to the contrary contained in this Agreement, it is further agreed that in all three-shift operations, the time established as the regular starting time of the midnight shift following a Statutory Holiday shall not be changed by reason of the Statutory Holiday.

## Section 6: Three Shift Operations

(a) The Employer shall have the right to operate a Plant or any part thereof on a three-shift basis and all Employees working under this arrangement shall receive eight (8) hours' pay upon completion of the full hours established as their regular shift. Details of shifts shall be varied at the Employer's option.

(b) It is agreed that Clause (a) above shall only apply to those Employees actually working on a three-shift basis.

(c) The Employer shall have the right to determine the number of shifts operated in any unit or department of the operation.

(d) Where less than three (3) shifts are worked, Clause (a) above shall not apply.

(e) The working force on the day shift shall alternate with the working force on the afternoon shift on a regular basis, not to exceed four (4) week intervals.

## Section 7: No Work Guarantee

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

## Section 8: Rest Periods

All Employees in Manufacturing Plants shall be entitled to two (2) ten (10) minute rest periods during each regular shift, providing always that the Company shall have the right to use relief Employees in implementing this provision. The Company shall ensure that such periods are taken during the mid-two hours of each half of each regular shift.

## Section 9: Hot Meals

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

Production Employees working in conjunction with or assisting Maintenance Employees and who work two (2) or more hours of overtime beyond their regular shift will be entitled to a hot meal as provided in Section 9 if the Maintenance Employees with whom they are working become entitled to a hot meal.

The Company will ensure that a hot meal will be provided whenever possible.

However, where the provision of a hot meal is considered impractical, Employees will be paid the equivalent of one (1) hour's pay at rate and one-half in lieu of both the hot meal and the time required to consume the meal.

For the purpose of this agreement rate and one-half will be calculated at the regular hourly rate of pay the Employee is receiving for the overtime work being performed.

# ARTICLE VIII - CALL TIME

An Employee reporting for work on the call of the Company,

except school students reporting for work on school days shall be paid their regular rate of pay for the entire period spent at the place of work in response to the call, with a minimum in any one day of:

(1) Two (2) hours' pay at the Employee's regular rate except when the Employee's condition is such that they are not competent to perform their duties or they have failed to comply with the accident prevention regulations of the Workers' Compensation Board; and

(2) If the Employee commences work, four (4) hours' pay at their regular rate, except where their work is suspended because of inclement weather or other reasons completely beyond the control of the Company.

A school student reporting for work on school days on the call of the Company shall be paid their regular rate of pay for the entire period spent at the place of work in response to the call, with a minimum in any one day of two (2) hours' pay at their regular rate.

The Parties hereby agree to work out a mutually satisfactory Agreement determining the method by which the Employee will be notified, cancelling the call for work.

## ARTICLE IX - TRAVEL TIME

### Section 1:

(a) Employees in all Logging and portable Sawmill operations shall be paid at straight time rates for time spent on Company property in excess of eight and one-half (8½) hours in any one day between leaving a designated marshalling point to be agreed upon and returning to said point, provided always that the said eight and one-half (8½) hour period is based upon one-half hour for lunch and may be extended to a maximum of a further fifteen (15) minutes where the lunch time exceeds one-half hour. Any travel time paid under this provision shall be at the Employee's regular straight time rate of pay.

(b) The Company shall avoid unnecessary delay in transporting Employees from the marshalling point to the place of work and return.

## ARTICLE X – SENIORITY

### Section 1: Principle

(a) The Company will recognize the principle of seniority, competency considered. The Company shall have the right to select its Employees and to discipline or discharge them for proper cause.

(b) The selection and promotion of supervisory officials shall be entirely a matter for the Company's decision; but in making the selection, length of continuous service shall be given due consideration.

### Section 2: Job Posting

(a) If no job posting and seniority supplement exists, the Union and the Company shall meet as soon as possible after the conclusion of the Agreement and outline the procedure for the application of seniority and job posting.

(b) In those operations having departmental seniority, the Committee and the Company shall meet immediately after the conclusion of the Agreement and review the basis of departments for seniority purposes. It is agreed that the number of departments will be kept as low as possible, compatible with efficient and economic operations.

(c) In those operations where plant wide seniority now exists, this practice will continue, provided however, that this section will not apply to new operations of existing companies.

### Section 3: Probationary Period

(a) Notwithstanding anything to the contrary contained in this Agreement, it shall be mutually agreed that all Employees are hired on probation; the probationary period to continue until sixty (60) working days during which time they are to be considered temporary workers only and during this

same period no seniority rights shall be recognized. Upon completion of sixty (60) 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 sixty (60) working days shall only be cumulative within the six (6) calendar months following the date of entering employment. Days spent fire fighting will not be included as days of probation.

(b) (i) It is agreed that probationary Employees will have preference over Casual Employees for any work performed during the normal work week, subject to competency.

(ii) It is further agreed that in the application of (i) above, probationary Employees will be called in for work in accordance with their hiring date, unless such call-in is beyond the control of the Employer, and is subject to the Employee being competent to perform the work. This obligation does not apply where the Employee cannot be readily contacted or where the Employee has already worked one shift in the 24-hour period.

## 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 person involved and the provisions of Section 1.

(b) Where a reduction of forces is caused by emergency conditions, the application of seniority as agreed to under Section 2 may be postponed for such periods as may be necessary, but not exceeding three (3) working days. If the

Company decides to exercise its rights under this provision, it shall notify the Committee as soon as possible.

(c) Subject to the provisions of the Job Posting and Seniority Supplement as referred to in Section 2(a) above, during a reduction of forces where an Employee's seniority is such that they will not be able to keep their regular job, they may elect to apply their seniority to obtain a job paying a higher rate subject to the competency of the person involved and the provisions of Section 1.

(d) During a reduction of forces where an Employee's seniority is such that they will not be able to keep their regular job, they may elect whether or not to apply their seniority to obtain a lower paid job or a job paying the same rate of pay or accept a lay-off until their 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, they shall be called back to work as soon as their seniority entitles them to a job.

  (ii) The application of this provision shall not result in an Employee, in the exercise of their rights, bumping an Employee with less seniority.

## Section 6: Seniority List

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. However, such request shall not be granted more than twice during each yearly period September 1st to August 31st. The Company will advise the Union once each month of changes to the said list.

## Section 7: Reinstatement

(a) It is hereby agreed that, when rehiring, all Employees shall be notified in the following manner:

  (i) Delivery of notice either orally or by letter by a Company representative.

(ii) Local or long-distance telephone communication.

(iii) Registered letter.

In the case of (i) 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 (ii) 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 (iii) which shall be used where it is impossible to use (i) or (ii) 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 in the affirmative.

(b) The Employee must reply to the call to work within ninety-six (96) hours of the sending of the call to work as in (i) and appear for work at the specified date.

(c) All recalls shall be in accordance with the Employee's seniority rights.

(d) 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.

(e) It shall be the Employee's responsibility to keep the Company informed of their 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: Supervisor's Return to Bargaining Unit

In any case where an Employee has been transferred by the Company to a supervisory position and at a later date ceases to be a supervisory worker and the Company desires to retain the em-

ployee's services, it is hereby agreed that reinstatement can be made within the bargaining unit, provided however, that supervisory workers reinstated in the bargaining unit must return to the job held at the time of their promotion to a supervisory position.

It is understood that the interpretation of this clause made by the Honourable Gordon McGregor Sloan under the Coast Agreement will apply as set out below:

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

It is agreed, however, that persons transferred out of the bargaining unit for temporary supervisory duty with the Company for a period of not more than four (4) months in each calendar year shall continue to retain their seniority. Employees temporarily transferred out of the bargaining unit will be reinstated in the job they held when they left the bargaining unit without loss of seniority.

Should any special circumstances arise which will require an extension of this provision, same shall be discussed between the Local Union and Management and, if agreement is reached, the period may be extended.

It is agreed that the above understandings shall be of the same force and effect as if they had been written into the actual contract and this Section of Adjustments and Interpretations shall form Supplement No. 2 and be part of the Contract.

## Section 10: Retention During Lay-off

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

(a) Employees with less than one (1) years' 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 twelve (12) months.

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

### Section 11: Transfer of Company Seniority

Where Employees of a Company operation covered by the B.C. Southern Interior Master Agreement are offered, and accept, a position in another division of that Company operation covered by the B.C. Southern Interior Master Agreement and successfully complete their probationary period, then their prior Company service date will be applied for annual vacation entitlement and vacation pay and for future severance calculations.

Employees will be entitled to a maximum of one floater per Employee per year in the event of a transfer.

## ARTICLE XI - LEAVE OF ABSENCE

### Section 1: Injury and Illness

The Company will grant leave of absence to Employees suffering injury or illness for a period up to six (6) calendar months, subject to a medical certificate, if requested by the Employer. The Employee shall report or cause to have reported to the Company the injury or illness which requires their absence from work as soon as may be reasonably possible. The Employer will grant additional leave, if requested, subject to the foregoing provisions.

### 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 Office. The Employee who obtains this leave of absence shall return to the Company within thirty (30) calendar days after completion of their term of employment with the Union.

(b) The Company will grant leave of absence to Employees

for any Union Business applied for by the Union in order that they may carry out their duties on behalf of the Union. The Company shall not be required to grant such leave when the number of Employees on leave, or to be on leave, at any one time under this section, exceeds five (5) in number or where there are less than fifty (50) employees, three (3) in number; provided that the employer will grant leave to more than above specified limits where, in its opinion, it will not have the effect of interfering with the normal flow of production.

(c) In order for the Employer to replace the Employee with a competent substitute, it is agreed that before the Employee receives the leave of absence set forth in Clauses (a) or (b) above, the Employer shall be given notice in writing; in the case of (a) twenty (20) calendar days and in the case of (b) five (5) calendar days.

**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: Returning to Work**

Employees on leave of absence and/or illness for an indeterminate period or Employees, who wish to return to work prior to the expiration date of leave of absence for fixed period, shall give the Employer notice of intention to return to work in the following manner:

(a) An Employee reporting for work on the Day Shift shall give notice during the preceding working Day Shift.

(b) An Employee reporting for work on the Second or Third Shifts shall give notice no later than noon of the Day Shift immediately preceding their return to work.

**Section 6: Bereavement Leave**

(a) When death occurs to a member of a regular full-time Employee's immediate family, the Employee will be granted

an appropriate leave of absence for which they shall be compensated at their regular straight time hourly rate of pay for their regular work schedule for a maximum of three (3) days.

(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, stepparents, grandparents, grandparents-in-law, grandchildren, sons-in-law, daughters-in-law and stepchildren.

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

## Section 7: Jury or Witness Duty

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

(b) Hours paid for Jury Duty will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays but will not be counted as hours worked for the purpose of computing overtime.

## Section 8: 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 Employee applies 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) Employees on extended leave of absence pursuant to this Section will pay their own premiums for the Medical Services Plan, Extended Health Benefit, and Dental Plan, while the premiums for Group Life Insurance and Accidental Death and Dismemberment Insurance will be paid by the Employer during such extended leave of absence.

## Section 9: Pregnancy and Parental Leave

(a) Female employees shall be entitled to unpaid pregnancy leave of up to seventeen (17) weeks.

(b) A female employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under sub-section (a).

(c) On the advice of her doctor, if a pregnant employee requests a transfer due to workplace conditions, she will be provided alternate work, if available.

(d) Employees shall be entitled to unpaid parental leave related to the birth or adoption of a child of up to thirty-seven (37) weeks.

(e) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to an additional five (5) consec-

utive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (d).

(f) An employee's combined entitlement to leave under subsection (a) and (d) is limited to fifty-two (52) weeks, plus any additional leave the employee is entitled to under subsection (b) or (e).

## Section 10: Public Office

(a) The Company will grant leave of absence for campaign purposes to candidates for Federal, Provincial or Municipal elective public office for periods up to and including eight (8) weeks, provided the Company is given due notice in writing of twenty (20) calendar days, unless the need for such application could not reasonably be foreseen.

(b) Employees elected or appointed to Federal, Provincial or Municipal office shall be granted as much leave as is necessary during the term of such office. Municipal office holders, where the term of public office is served intermittently, shall give the Company reasonable notice for absence from work for conducting Municipal business.

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

## Section 11: Family & Compassionate Care Leave

### Family Leave

An employee is entitled to up to 5 days of unpaid Family Leave during each employment year to meet responsibilities related to:

(a) the care, health or education of a child in the employee's care, or

(b) the care or health of any other member of the employee's immediate family.

### Compassionate Care Leave

(a) In the following sub-sections "family member" means a member of the employee's immediate family and includes

the spouse, child, parent, guardian, sibling, grandchild, grandparent or any person who lives with an employee as a member of the employee's family. It includes common-law spouses, step-parents and step-children and same-sex partners and their children as long as they live with the employee as a member of the employee's family.

(b) An employee who requests Compassionate Care Leave under this section is entitled to up to eight (8) weeks of unpaid leave to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks, or such other period as may be prescribed after:

(i) the date the certificate is issued, or
(ii) if the leave began before the date the certificate is issued, the date the leave began.

(c) The employee must give the employer a copy of the certificate as soon as practicable.

(d) An employee may begin a leave under this section no earlier than the first day of the week in which the period under subsection (b) begins.

(e) A leave under this subsection ends on the last day of the week in which the earlier of the following occurs:

(i) the family member dies;
(ii) the expiration of twenty-six (26) weeks or other prescribed period from the date the leave began.

(f) A leave taken under this subsection must be taken in units of one or more weeks.

(g) If an employee takes a leave under this section and the family member to whom the subsection applies does not die within the period referred to in that subsection, the employee may take a further leave after obtaining a new certificate in accordance with this subsection.

### Section 12: Domestic Violence Leave

An employee may take ten (10) days of unpaid domestic violence leave each calendar year for the following purposes:

- to allow the employee, employee's dependent child or a protected adult to seek medical attention for physical or psychological injury caused by domestic violence;
- to obtain services from a victim services organization;
- to allow the employee, employee's dependent child or a protected adult to obtain psychological or other professional counselling;
- to relocate (temporarily or permanently);
- to seek legal or law enforcement assistance, including time relating to legal proceedings.

Any leave days not used by an employee cannot be carried over into a new calendar year.

There will be no waiting period for employees who qualify for Weekly Indemnity due to an injury caused by domestic violence.

Reasonable documentation may be required to take domestic violence leave.

## ARTICLE XII - VACATIONS WITH PAY

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

### 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 earnings or eighty (80) hours at the hourly rate of the Employee's regular job, whichever is greater.

### 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 earnings or one hundred and twenty (120)

hours at the hourly rate of the Employee's regular job, whichever is greater.

**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 per cent (9%) of earnings or one hundred and sixty (160) hours at the hourly rate of the Employee's regular job, whichever is greater.

**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 per cent (11%) of earnings or two hundred (200) hours at the hourly rate of the Employee's regular job, whichever is greater.

**Section 5: Six Weeks' Vacation**

Employees with twenty-four (24) or more years continuous service shall receive six (6) weeks' vacation with pay based upon thirteen per cent (13%) of earnings or two hundred and forty (240) hours at the hourly rate of the Employee's regular job, whichever is greater.

**Section 6: Seven Weeks' Vacation**

Employees with thirty (30) or more years continuous service shall receive seven (7) weeks' vacation with pay based upon fifteen per cent (15%) of earnings or two hundred and eighty (280) hours at the hourly rate of the Employee's regular job, whichever is greater.

**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 above.

## Section 8: Scheduling

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

The third, fourth, fifth, sixth and seventh weeks of vacation provided for in Sections 2, 3, 4, 5 and 6 hereof need not be consecutive with the two weeks provision provided in Section 1 hereof. Such additional week or weeks of vacation shall be taken when convenient to the Company.

## Section 9: 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 employment.

(b) Absence due to illness up to a period of one (1) year, provided that the Employee returns to employment. The Employer shall have the right to require a certificate from a qualified medical practitioner.

(c) Absence due to bereavement leave in accordance with the terms and conditions of Article XI, Section 6.

(d) Absence due to time served on jury duty in accordance with the terms and conditions of Article XI, Section 7.

(e) Any other absence duly approved by the Employer in writing shall be credited towards entitlement for annual vacation, but time spent on such leave of absence shall not be counted in computing vacation pay.

## Section 10: Pay Entitlement Date

Vacation pay shall be paid an Employee upon request within fourteen (14) days after completion of the vacation year in which they become entitled to receive vacation.

## Section 11: Qualification and Computation for Vacation Pay

(a) The hourly rate of the Employee's regular job, as provided for in Sections 1, 2, 3, 4, 5 and 6 above, shall mean the hourly rate of the Employee's regular job at the time the Employee takes the first two weeks or more of vacation after the cut-off date.

(b) For the purposes of administration, the Company cut-off date shall be deemed to be the Employee's anniversary date for the vacation year.

(c) (i) In order to qualify for the greater of percentage of earnings or number of hours at the hourly rate of the Employee's regular job, as provided for in Sections 1, 2, 3, 4, 5 and 6 above, the Employee must have worked a minimum of fifteen hundred (1500) hours in the first year of service, and a minimum of one thousand (1000) hours during the succeeding years of entitlement.

(ii) For purposes of calculating minimum hours as in (i) above, the calculation period shall be from the cut-off date in one year to the cut-off date in the succeeding year.

(d) For purposes of computing the requisite hours, the following will be included:

(i) All hours worked;

(ii) Statutory Holiday hours;

(iii) Jury and Crown witness duty;

(iv) Bereavement leave;

(v) Vacation hours;

(vi) Time not exceeding one (1) year, lost as the result of an accident recognized as compensable by the Workers' Compensation Board, suffered during the course of employment, shall be considered as time

worked for the purpose of qualifying for vacation provided that the Employee returns to their employment.

(vii) Time not exceeding one (1) year, lost as the result of non-occupational accident or illness, shall be considered as time worked for the purpose of qualifying for vacation provided that at the time of the accident or illness the Employee has been on the payroll for not less than one (1) year and that they return to their employment. It is understood that the Employer may require that the Employee provide a certificate from a qualified medical practitioner.

## ARTICLE XIII - STATUTORY HOLIDAYS AND FLOATING HOLIDAY

### Section 1: Designation of Days

(a) All Employees who work on New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, British Columbia Day, Labour Day, National Day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day, will be paid rate and one-half for all hours so worked.

(b) National Day for Truth and Reconciliation will be observed on September 30th, unless otherwise mutually agreed to by the parties.

(c) In the event that one of the above Statutory Holidays falls on a Sunday, the following Monday will be observed as the Statutory Holiday.

(d) In the event of a Statutory Holiday falling on a Tuesday, Wednesday or Thursday and where the Company and Shop Committee mutually agree, the said holiday may be observed the preceding Monday or following Friday respectively.

(e) In the event that one of the within-named Statutory Holidays falls on Saturday, it shall be observed on the preceding Friday or following Monday as agreed between the Company and the Shop Committee.

(f) Notwithstanding (b), (c) and (d) above, for those Employees who work a Tuesday to Saturday work week as outlined in Article VII, Section 4, the following will apply:

(i) where a Statutory Holiday is observed on Friday by other Employees, it shall be observed on Saturday.

(ii) where a Statutory Holiday falls on Saturday it will be observed on Saturday.

(iii) where a Statutory Holiday falls on their rest day (Sunday or Monday), the Employee or Employees shall observe the preceding Saturday or the following Tuesday as the Statutory Holiday as mutually agreed between the Company and the Shop Committee.

(g) Notwithstanding the above, in logging, a Statutory Holiday may be observed on another mutually agreed upon day in a week other than the week in which it occurs.

An Employee who qualifies for such Statutory Holiday on the day it occurs, and works on that day, will be paid for the Statutory Holiday at straight-time rates.

## Section 2: Qualifying Conditions

(a) Employees who qualify for the following holidays, that is: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, British Columbia Day, Labour Day, National Day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day, under the conditions set out below, shall be paid for the holiday at their regular job rate of pay for their regular work schedule. It is agreed that the hours so paid for the Statutory Holiday will not be included in the weekly work schedule. If the holiday falls on a Sunday, the following Monday shall be observed as a holiday.

(b) An Employee working on a paid holiday shall be paid, in addition to their holiday pay, rate and one-half for any hours worked on a shift designated as the "holiday shift".

(c) An Employee, to qualify for holiday pay, must have been on the payroll thirty (30) calendar days immediately preceding the holiday and must have worked their last regularly scheduled work day before, and their first regularly scheduled work day after the holidays, unless their absence is due to illness, compensable occupational injury, or the Employee is on authorized leave of absence.

(d) In the case of illness or injury, the Employer shall have the right to request a certificate from a qualified medical practitioner.

(e) Notwithstanding any of the foregoing provisions, if the Employee fails to work one day before and one day after the holiday, both of which must fall within a period of ninety (90) calendar days, the Employee shall not be entitled to be paid for any Statutory Holiday during that period.

(f) Employees while on leave of absence under Article XI, Section 3(a) or any Employee while a member of a Negotiating Committee under Section 3(b) shall not qualify for paid Statutory Holidays.

(g) Casual labour and probationary Employees will not receive pay for Statutory Holidays.

## Section 3: Personal Floating Holiday

(a) Personal Floating Holiday:

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

(b) Qualifying Conditions:

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

(i) 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.

(ii) An Employee will not qualify for the Personal Floating Holiday if on leave of absence for more than nine (9) months in the contract year, except in the case of sickness or injury.

(iii) An Employee shall apply on an approved form, at least seven (7) days in advance, for their Personal Floating Holiday. The Employee shall receive notice of the disposition of their request a minimum of seventy-two (72) hours prior to the requested Personal Floating Holiday.

(iv) If an Employee is required to work on their Personal Floating Holiday after a definite date has been designated for such holiday, the Employee shall be paid overtime for such work at the rate of time and one-half. The Employee will then be entitled to take the holiday with pay at a later date to be mutually agreed upon.

(v) A Personal Floating Holiday not taken or scheduled by April 15th of each contract year will be scheduled by Management.

(vi) A Personal Floating Holiday shall not be scheduled on an Employee's regular rest day.

(vii) Where an Employee chooses Saturday or Sunday as a Personal Floating Holiday, straight-time rates will apply with the exception of compressed schedules that have a premium or overtime built in.

## ARTICLE XIV - SAFETY AND HEALTH

### Section 1: Recognition of Importance

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

## Section 2: Accident Prevention Committee

The Company shall maintain in each operation an Accident Prevention Committee which shall be constituted and work in accordance with Workers' Compensation Board Accident Prevention Regulations.

## Section 3: Safety Meetings

Safety meetings will be held during working hours at a time mutually agreed upon. Employees' time will not be deducted for attending such meetings or investigations into accidents.

## Section 4: Safety and Health Research Program

An I.W.A.– Forest Industry Safety and Health Research Program is established on the following general principles:

(a) The Plan will be jointly trusteed.

(b) The Plan will be funded on the basis of an Industry contribution of one-half cent (½¢) per hour per Employee per hour worked.

(c) For the term of the agreement, there will be a premium holiday when the fund is in excess of $300,000.00.

(d) The Parties agree to approach SAFER for funding of a one (1) year pilot project wherein USW personnel would be utilized for the purpose of promoting awareness and compliance of the evolving dust standards for the purpose of safety and productivity.

## Section 5: Right to Refuse Unsafe Work

The Company and the Union agree to cooperate in developing and maintaining a strong sense of safety awareness among employees and supervisors. It is, therefore, recognized that every employee has the right to refuse work if they have reasonable cause to believe that to perform the work would create undue hazard to the health or safety of any person. For the purpose of this section, all rules, procedures and outcomes will be as outlined in Section 3.12 of WorkSafe BC Occupational Health and Safety Regulation which are as follows:

(1) A person must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.

(2) A worker who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to subsection (1) must immediately report the circumstances of the unsafe condition to their supervisor or employer.

(3) A supervisor or employer receiving a report made under subsection (2) must immediately investigate the matter and,

(a) ensure that any unsafe condition is remedied without delay, or

(b) if in their opinion the report is not valid, must so inform the person who made the report.

(4) If the procedure under subsection (3) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, the supervisor or employer must investigate the matter in the presence of the worker who made the report and in the presence of,

(a) a worker member of the joint committee,

(b) a worker who is selected by a trade union representing the worker, or

(c) if there is no joint committee or the worker is not represented by a trade union, any other reasonably available worker selected by the worker.

(5) In the event of another employee being assigned the work being investigated under this section, the employee will be informed of the work refusal and the rationale for the refusal.

This will occur in the presence of:

(a) a worker member of the joint committee,

(b) a worker who is selected by a trade union representing the worker, or

(c) if there is no joint committee or the worker is not represented by a trade union, any other reasonably available worker selected by the worker.

(6) If the investigation under subsection (4) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the supervisor, or the employer, and the worker must immediately notify an officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.

No discriminatory action:

(1) A worker must not be subject to discriminatory action as defined in Section 150 of Part 3 of the Workers' Compensation Act because the worker has acted in compliance with Section 3.12 or with an order made by an officer.

(2) Temporary assignment to alternative work at no loss in pay to the worker until the matter in Section 3.12 is resolved is deemed not to constitute discriminatory action.

## Section 6: Inspections

A Union Member of the Health and Safety Committee or their designate shall accompany a WorkSafe BC inspector during workplace visits.

## Section 7: Serious Incidents and Fatalities

Investigations under this section must be carried out by persons knowledgeable about the type of work involved and, with the participation of the employer or a representative of the employer, and a worker representative selected by the local union. In addition, the Company will notify the local union office and a representative of the Union shall have access to the incident site.

## Section 8: Employee Safety Guidelines

The parties agree that safety is paramount and for purposes of ensuring safety only, and without restricting the Company's rights under the Collective Agreement to assign any work to employees, it is agreed that when performing work, employees will only perform work within the scope of their training and qualifications.

# ARTICLE XV - GRIEVANCE PROCEDURE

## Section 1: Outline of Steps

The Company and the Union mutually agree that, when a grievance arises in the plant coming under the terms of the Agreement, it shall be dealt with without stoppage of work in the following manner:

**Step 1:** The individual Employee, with or without a Job Steward, shall first take up the matter with the Supervisor in charge of the work within fourteen (14) calendar days.

**Step 2:** If a satisfactory settlement is not then reached, it shall be reduced to writing by both Parties, when the same Employee and the Committee shall take up the grievance with the Superintendent or the Personnel Officer, or both, as designated by the Company. 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 an authorized representative of the Union and the Management.

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

## Section 2: Abandonment

If a grievance has not advanced to the next stage under Step 2, 3 or 4, within fourteen (14) days after completion of the preceding stage, then the grievance shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end. Where the Union is not able to observe this time

limit by reason of the absence of the aggrieved Employee or the Committee from camp, the said time limit shall not apply. The Union shall be bound to proceed in such a case as quickly as may be reasonably possible.

### Section 3: Grievance Meetings

Grievance meetings shall, except in cases of emergency, and wherever possible, be held out of working hours.

## ARTICLE XVI - RIGHT OF REFERENCE

### Section 1: Right to Refer

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

### Section 2: Committee Composition

The Joint Industry Committee shall consist of three (3) representatives selected by United Steelworkers Negotiating Committee and three (3) representatives selected by the Employers represented in the negotiations of this Agreement, and the two (2) Committees may be represented by one or more Parties selected by them.

### Section 3: Agreement

In case the Joint Committee agrees upon a recommendation or interpretation, this shall be furnished in writing to the Union involved and to the Employer.

### Section 4: Disagreement

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

### Section 5: Independent Employer

(a) In the event of an interpretation dispute arising between a United Steelworkers Local Union and an Employer bound

by the Master Agreement who is not a member of Interior Forest Labour Relations Association, it is hereby agreed that the matter shall be referred to Interior Forest Labour Relations Association and United Steelworkers, in accordance with this Article.

(b) If agreement is reached in Right of Reference Committee, the Local Union and the independent Employer shall be advised of the interpretation as agreed upon.

(c) If the dispute is submitted to interpretation under the provisions of Section 6, Interior Forest Labour Relations Association shall have the right to appear at the Hearing thereof and make representation as an interested Party.

### Section 6: Interpretation

In case of any dispute arising regarding the interpretation of this Agreement which the Parties hereto are unable to settle between themselves, the matter shall be determined by interpretation in the following manner:

(a) Either Party may notify the other Party in writing, by registered mail, of the question or questions to be interpreted. Within five (5) days of receipt of such notice and statement each Party shall refer the matter to the Interpreter selected by the Parties in accordance with the provisions of this Section.

(b) The decision of the Interpreter will be final and binding upon the Parties of the First and Second Parts.

(c) The Parties agree to jointly seek a permanent Chair to function under this Section.

## ARTICLE XVII - ARBITRATION

### Section 1: Procedure

(a) In the case of a dispute arising regarding the application, operation or any alleged violation of this Agreement which the Parties are unable to settle between themselves as set out in Article XV, the matter shall be determined by arbitration in the following manner:

Either Party may notify the other Party and the Arbitrator in writing, of the question or questions to be arbitrated.

(b) No one shall serve as an Arbitrator who:

(i) either directly or indirectly has any interest in the subject of the arbitration;

(ii) has participated in the grievance procedure preceding the arbitration;

(iii) is, or has been, within the period of six (6) months, preceding the initiation of arbitration proceedings, employed by any Local Union, United Steelworkers or a Company directly engaged in the Forest Products Industry.

(c) The decision of the Arbitrator shall be final and binding upon the Parties of the First and Second Parts.

(d) If the Arbitrator finds that an Employee has been unjustly suspended or discharged, that Employee shall be reinstated by the Company without loss of pay and with all their rights and privileges preserved under the terms of 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.

(e) The Arbitrator shall be required to hand down his decision within fourteen (14) days following completion of the Hearing.

(f) The Parties will agree to a list of Arbitrators for use under this Section.

(g) In the event that the Arbitrators provided for in this Section are not available to preside as Arbitrator under this Section, the Parties agree that they will request the Honourable Minister of Labour of the Province of British Columbia to appoint a temporary replacement.

## Section 2: Cost Sharing

The Parties of the First and Second Parts will each bear the expense and charges of its representatives on any Arbitration Board, and shall bear in equal proportions the expenses and allowances of the Chair or sole Arbitrator, as the case may be, and the stenographic and secretarial expense, and rent.

## Section 3: Place of Hearing

Any Arbitration to be held hereunder shall be held at such place as may be decided by the Board.

# ARTICLE XVIII - HEALTH AND WELFARE

## Section 1: Institution

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

## Section 2: Board of Trustees

A Board of Trustees, composed of three (3) members representing United Steelworkers and three (3) members representing Interior Forest Labour Relations Association, is responsible for administration of the Southern Interior Health and Welfare Plan and for the selection of carrier, funding, adjudication of compassionate appeals, and Health and Welfare problems related directly to the Plan.

## Section 3: Insurance Coverage

(a) Group Life Insurance for each qualified Employee is $150,000.

(b) Accidental Death and Dismemberment Insurance for each qualified Employee is $150,000.

(c) Accidental Death and Dismemberment - 24-hour Coverage:

The Plan will provide for coverage for accidents occurring at work.

(d) Weekly Indemnity up to twenty-six (26) weeks coverage based on first day of accident or hospitalization, as defined

in the Plan text and sixth day of illness with the following weekly benefits:

(i) A third party subrogation clause is to be adopted so that the Weekly Indemnity Plan can be reimbursed from damages recovered from a liable third party for illness, injury or income loss.

(ii) The Union agrees that if the Company maintains weekly Plan benefits which will meet the standard requirements for full premium reduction for "wage loss replacement plan under the Employment Insurance Act", the Employees' 5/12th share of the premium reduction is retained as payment in kind in the provisions of the Weekly Indemnity Plan benefits.

(iii) A "No Downs" provision is in effect so that the four hundred forty-nine dollar ($449) per week rate will not be reduced by further reductions by E.I. of the maximum insurable earnings number.

(iv) Laser surgery (except where such laser surgery is for cosmetic purposes, rather than for a medical reason) qualifies a member for a Weekly Benefit Commencement Date from their first day of disability.

(v) Weekly Indemnity cheques may be sent directly to the Employee's residence, if requested by the Employee.

(vi) Sub-section (d) shall not apply when Workers' Compensation is payable.

(vii) Sub-section (d) shall not apply to Employees on Leave of Absence under Article XI, Section 8, for compassionate reasons or for educational or training purposes and extended vacations.

(viii) The Plan provides a Weekly Indemnity benefit of the Employment Insurance level plus $100.00.

(e) Medical Coverage shall be provided by the Company at no cost to the Employee.

(f) Extended Health Benefit coverage shall be provided by the Company at no cost to the Employee:

(i) As defined in the Plan text.

(ii) Vision Care limit is five hundred dollars ($500) per member or dependent, in any twenty-four (24) consecutive month period for charges incurred relative to the purchase of lenses and frames, contact lenses, or laser eye surgery, when prescribed by a person legally qualified to make such prescription; and/or eye exams.

(iii) Lifetime limit for Extended Health Benefits to increase to $100,000 effective on ratification; $150,000 July 1, 2014, $200,000 July 1, 2015, $250,000 July 1, 2016, and $300,000 July 1, 2017.

(iv) Coverage includes the following specialty items:

(i) Gloves for members or dependents who use wheelchairs
(ii) Catheters
(iii) Bath Bench, Suction Cups and Hydraulic lifts for getting in and out of bath tubs
(iv) Repairs to specialty equipment and replacement parts – wheelchairs
(v) New tires for wheelchairs
(vi) Wheelchair purchase and/or replacements

(v) The Annual Deductible is seventy-five dollars ($75) either single or family.

(vi) Effective January 01, 2014 the medical travel limit is $1,000.00 per year.

(vii) Hearing aids limited to $550 every 5 years.

(viii) Physiotherapist limit is $550, with extended coverage with referral from a qualified Medical Practitioner.

(ix) Massage Therapists limit is $550, with extended coverage with referral from a qualified Medical Practitioner.

(x) It is agreed the Trustees will incorporate provisions for generic equivalent with medically necessary substitutions into the SIHWP.

(xi) Effective July 1, 2019 coverage for prescribed Orthotics limit will be $500 for every 5 years per member or dependent.

(xii) Clinical Psychologists and Registered Counsellor coverage limit will be a combined maximum of $1,500 per year.

(xiii) The combined Chiropractor/Naturopath Physicians' limit will be de-coupled. The Chiropractor limit will be set at six hundred and fifty dollars ($650) per member or dependent per calendar year, and the Naturopath Physicians' limit will be set at five hundred and fifty dollars ($550).

(xiv) Non-pharmacare drugs maximum reimbursement of $3,000/family/year.

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

(i) Basic Dental Services (Plan A) - Plan pays 80% of approved schedule of fees.

Effective July 01, 2014, coverage includes composite (white) fillings.

(ii) Prosthetics, crowns and bridges (Plan B) - Plan pays 60% of approved schedule of fees.

(iii) Orthodontics (Plan C) - Plan pays 60% of approved schedule of fees (life-time maximum $4,000).

(iv) Premium cost to be 100% Employer paid.

(v) Check-up (for claimants over 16) every nine (9) months.

(vi) Bite-wing X-rays every eighteen (18) months.

## Section 4: General Principles

(a) Premium Cost

The premium cost for insurance shall be paid by the Company.

(b) Participation in the Plan with the exception of medical coverage is a condition of employment.

(c) (i) Medical and Extended Health Benefit coverage eligibility will be from the first day of the month following the month employment started.

(ii) Insurance and Dental coverage eligibility for new Employees shall be the first of the month following date of completion of thirty (30) working days within the three (3) calendar months following the date of entering employment.

(iii) Coverage will be portable between all Member Companies of Interior Forest Labour Relations Association, Forest Industrial Relations Limited, Conifer, Canfor Limited, and United Steelworkers, and there shall be no waiting period for qualified Employees changing Employers within the Industry.

(d) Coverage during layoff will be provided as follows:

(i) Employees with one (1) or more year's seniority - six (6) months.

(ii) Employees with more than four (4) months' but less than one (1) year's seniority - three (3) months.

(iii) In order for reinstatement of layoff coverage to occur there must be a return to regular full-time employment. An Employee returns to regular full-time employment when they are employed for ten (10) working days within a floating period of thirty (30) consecutive days.

(iv) In addition, an Employee who returns to work for at least one (1) working day and less than ten (10)

working days will be covered for that month, in addition to any layoff coverage to which they were entitled, if the recall occurred during the period of layoff coverage.

(v) Coverage on lay-off is complete Health & Welfare coverage.

**Section 5: Employee and Family Assistance Program**

The Company will provide for an Employee and Family Assistance Program.

## ARTICLE XIX - LONG TERM DISABILITY

The current Plan as amended is based on the following principles:

1. Effective October 1, 2000, contributions will be fifty-five cents (55¢) per hour per Employee per hour worked, of which the Industry will contribute twenty-seven and one-half cents (27½¢) per hour and the Employee will contribute twenty-seven and one-half cents (27½¢) per hour so that the following improvements may be implemented:
   (a) Amortization of the unfunded liability of the LTD Plan over a 10-year period.
   (b) Extend the changes to the Extended Health Plan, including medical travel benefits to long term disability claimants.
   (c) Effective January 1, 2001 an increase in the monthly benefit by $100.00 for all new and existing claimants.
   (d) Effective January 1, 2002 an increase in the monthly benefit by $100.00 for all new and existing claimants.
2. Effective July 1, 2004, contributions from both the Industry and Employees be increased by twelve and a half cents (12.5¢) per hour per Employee per hour worked so that contributions will total eighty cents (80¢) per hour per Employee per hour worked, of which the Industry will con-

tribute forty cents (40¢) per hour and the Employee will contribute forty cents (40¢) per hour.

3. Effective July 1, 2019, contributions from the Employer and the Employee to the Plan will be reduced from $1.20 per Employee per hour worked (60 cents per hour from the Employee and 60 cents per hour from the Employer) to 76 cents per Employee per hour worked (38 cents per hour from the Employee and 38 cents per hour from the Employer).

   The Plan Actuary will update the Board of Trustees on the estimated financial position of the Plan as a standing agenda item every Board meeting. Effective the first of the month following the Board meeting where the Plan Actuary estimates the Plan is at or below a 120% funded ratio, the contributions to the Plan will be adjusted to a level so as to maintain the 120% funded ratio position (using the same methodology as used to determine the 172% as of September 30, 2017 valuation).

   The maximum total contribution rate will be a total of $1.20, split 50/50 between Employer and Employee.

4. Employees who become disabled shall be eligible to apply for LTD benefits after a 26 week qualifying period.

5. A Board of Trustees, constituted with equal representation from the Union and the Industry, is responsible for establishing the terms of the Plan and the on-going administration.

6. Protection Against Withdrawals: Withdrawing Employer to be assessed for both the Employer and Employee share of the unfunded liability in cases of negotiated withdrawal, decertification or relocation closure. Unfunded liability formula to be uniform and based on Plan Unfunded Liability divided by the total number of Plan members (at the time of most recent Plan Valuation) multiplied by the number of Plan members affected by the withdrawal. Trustees to be directed to amend the participation agreement accordingly.

7. Effective June 1st, 2011, contributions from both the Company and the Employee will total one dollar and twenty cents ($1.20) per hour, per employee per hour worked, of which the Company will contribute sixty cents ($0.60) per hour, and the Employees will contribute sixty cents ($0.60) per hour.

Rehabilitation, Return to Work, and Disability Management

Interior Forest Labour Relations Association and United Steelworkers will jointly consider Plan modifications that will both improve the delivery of Rehabilitation within the Long Term Disability Plan, and will encourage and facilitate the development and establishment of Disability Management systems in participating Employers' operations.

The Trustees are directed to develop Plan modifications that will:

(i) improve the timeliness, effectiveness and quality of Rehabilitation from the Plan.

(ii) provide incentives to Employers and Local Unions to establish Disability Management systems at the operations level.

In the event that there are savings to the Long Term Disability Plan as a result of either Disability Management Systems, or amendments to Rehabilitation, consideration can be given to dispersal of these funds for further improvements in either of the above areas.

Where the Trustees reach agreement on modifications in the above areas, implementation can occur at the direction of the Trustees. Should additional funding be required to implement the Trustees recommendations, their recommendations will be forwarded to the respective Negotiating Committees to be dealt with.

## ARTICLE XX - TECHNOLOGICAL CHANGE

### Section 1: Advance Notification

The Company shall notify the Shop Committee and the Union

not less than six (6) months in advance of intent to institute material changes in working methods 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 of seven days' pay (a day is defined as 8 hours straight time pay) for each year of service with the Company. The amount calculated under such entitlement shall not exceed a maximum of thirty (30) weeks' pay, (maximum 210 days, with a day defined as 8 hours straight time pay). This Section shall not apply to Employees covered by Section 3(b) below.

Employees entitled to severance pay under this section shall have the option to terminate their employment and accept severance pay either (a) at the time of layoff, or (b) at the point seniority retention expires.

## Section 3: Rate Adjustment

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

(b) Following an application of (a) above, where an Employee is set back to a lower paid job because of an application of Article X - Seniority brought on by mechanization, technological change or automation they will receive the rate

of their regular job at the time of the setback for a period of three (3) months and for a further period of three (3) months they will be paid an adjusted rate which will be midway between the rate of their regular job at the time of the setback and the rate of the new regular job. At the end of this six (6) month period the rate of the new regular job will apply.

## ARTICLE XXI - PLYWOOD JOB EVALUATION

### Section 1: Implementation

The Job Evaluation Program for Southern Interior Plywood Plants shall be conducted in accordance with the Memorandum of Agreement executed on May 5, 1968.

The implementation and administration of the Program shall be in accordance with and limited by the principles and procedure set out in a Manual dated September, 1955 and entitled "Job Evaluation Manual for Operational Hourly Paid Jobs in the Plywood Industry of British Columbia" as amended July, 1966, and as further amended April, 1971. The implementation will be in accordance with the provisions of Supplement No. 6 to this Agreement.

## Section 2: Point Range and Wage Curve

The Plywood Job Evaluation wage curve is as follows:

**PLYWOOD JOB EVALUATION WAGE RANGE**

| Grade | Points | Effective July 1, 2023 | Effective July 1, 2024 | Effective July 1, 2025 | Effective July 1, 2026 |
|---|---|---|---|---|---|
| 1 | 0-81 | $ 33.035 | $ 34.025 | $ 34.875 | $ 35.66 |
| 2 | 82-91 | $ 33.26 | $ 34.26 | $ 35.12 | $ 35.91 |
| 3 | 92-101 | $ 33.46 | $ 34.46 | $ 35.32 | $ 36.11 |
| 4 | 102-111 | $ 33.69 | $ 34.70 | $ 35.57 | $ 36.37 |
| 5 | 112-121 | $ 34.01 | $ 35.03 | $ 35.91 | $ 36.72 |
| 6 | 122-131 | $ 34.23 | $ 35.26 | $ 36.14 | $ 36.95 |
| 7 | 132-141 | $ 34.60 | $ 35.64 | $ 36.53 | $ 37.35 |
| 8 | 142-151 | $ 34.91 | $ 35.96 | $ 36.86 | $ 37.69 |
| 9 | 152-161 | $ 35.20 | $ 36.26 | $ 37.17 | $ 38.01 |
| 10 | 162-171 | $ 35.52 | $ 36.59 | $ 37.50 | $ 38.34 |
| 11 | 172-181 | $ 35.87 | $ 36.95 | $ 37.87 | $ 38.72 |
| 12 | 182-191 | $ 36.12 | $ 37.20 | $ 38.13 | $ 38.99 |
| 13 | 192-201 | $ 36.49 | $ 37.58 | $ 38.52 | $ 39.39 |
| 14 | 202-211 | $ 36.86 | $ 37.97 | $ 38.92 | $ 39.80 |
| 15 | 212-221 | $ 37.16 | $ 38.27 | $ 39.23 | $ 40.11 |
| 16 | 222-231 | $ 37.60 | $ 38.73 | $ 39.70 | $ 40.59 |
| 17 | 232-241 | $ 37.97 | $ 39.11 | $ 40.09 | $ 40.99 |
| 18 | 242-251 | $ 38.38 | $ 39.53 | $ 40.52 | $ 41.43 |
| 19 | 252-261 | $ 38.67 | $ 39.83 | $ 40.83 | $ 41.75 |
| 20 | 262-271 | $ 39.20 | $ 40.38 | $ 41.39 | $ 42.32 |
| 21 | 272-281 | $ 39.77 | $ 40.96 | $ 41.98 | $ 42.92 |
| 22 | 282-291 | $ 40.18 | $ 41.39 | $ 42.42 | $ 43.37 |
| 23 | 292-301 | $ 40.71 | $ 41.93 | $ 42.98 | $ 43.95 |
| 24 | 302-311 | $ 41.24 | $ 42.48 | $ 43.54 | $ 44.52 |
| 25 | 312-321 | $ 41.69 | $ 42.94 | $ 44.01 | $ 45.00 |
| 26 | 322-331 | $ 42.20 | $ 43.47 | $ 44.56 | $ 45.56 |
| 27 | 332-341 | $ 42.69 | $ 43.97 | $ 45.07 | $ 46.08 |

## Section 3: Red Circle Jobs

Incumbents in job categories for which the wage rate is reduced as a result of job evaluation (hereinafter referred to as “red circle jobs”) shall continue at the original rate.

## ARTICLE XXII - APPRENTICESHIP TRAINING PROGRAM

### Section 1: Implementation

The Apprenticeship Training Program, being Supplement No. 3 of this Agreement, shall be implemented.

### Section 2: Non-Certified Journeypersons

Persons who are employed as Journeypersons who are not certified shall receive fifty cents (50¢) per hour less than certified Journeypersons as provided for in the Wages Supplement to this Agreement.

### Section 3: Joint Committee

1. A Joint Apprenticeship Review Committee will be established with one representative from United Steel Workers Local 1-405, 1-423 & 1-417 and three representatives of the IFLRA that will review and may propose amendments to the apprenticeship training program. All existing Apprenticeship Agreements will remain in effect unless changes are agreed to by the parties. This Committee will make recommendations to the parties prior to December 31, 2014.
2. The Parties agree:
   (a) to refer Union and Industry concerns to the Southern Interior Joint Industry Training Committee.
   (b) to access Federal Government programs and, or, Provincial Government programs to decrease Industry costs and increase apprentice benefits.
   (c) to explore avenues to increase apprenticeships.

### Section 4: Living Away from Home/Travel Allowance

(a) Living Away From Home Allowance: Fifty dollars ($50) per day to a maximum of Three Hundred and Fifty dollars ($350) per week, for apprentices who are required to maintain a second residence while attending school.

(b) Travel Allowance: Fifty cents (50¢) per kilometer if commuting greater than thirty kilometers each way from the school, minus the first 24 kilometers each way, for two (2) round trip to school per year. This is based on the distance between the town of employment or residence (whichever is closer) and the school.

If an employee is attending school outside of their community for more than six (6) weeks they will qualify for a second return trip.

Apprentices who are required to travel by ferry or air will be reimbursed for such fares where such travel is the most reasonable, or the only option available. The apprentice must receive prior approval for such travel.

## ARTICLE XXIII - FIREFIGHTERS' AGREEMENT

The Company and the Union agree to enter into the Firefighters' Agreement, Supplement No. 4, attached hereto and forming part of this Agreement.

## ARTICLE XXIV - SAWMILL JOB EVALUATION PLAN

### Section 1: Implementation

The Job Evaluation Program for the Sawmilling and Pole Yard sections of the Industry represented by Interior Forest Labour Relations Association shall be implemented in accordance with the principles and procedures set out in the Sawmill Job Evaluation Manual dated 28th September, 1970, and amended in accordance with the principles of the Amending Formula as per Appendix No. 2 of the Memorandum of Agreement dated October 7th, 1994. The application and administration of the Program shall be in accordance with the provisions of Supplement No. 5 to this Agreement.

### Section 2: Point Range and Wage Curve

The point range and wage curve for the twenty-eight (28) groups are as follows:

## SAWMILL JOB EVALUATION WAGE RANGE

| Grade | Points | Effective July 1, 2023 | Effective July 1, 2024 | Effective July 1, 2025 | Effective July 1, 2026 |
|---|---|---|---|---|---|
| 1 | 0-60 | $ 33.035 | $ 34.025 | $ 34.875 | $ 35.66 |
| 2 | 61-70 | $ 33.21 | $ 34.21 | $ 35.07 | $ 35.86 |
| 3 | 71-80 | $ 33.35 | $ 34.35 | $ 35.21 | $ 36.00 |
| 4 | 81-95 | $ 33.59 | $ 34.60 | $ 35.47 | $ 36.27 |
| 5 | 96-115 | $ 33.76 | $ 34.77 | $ 35.64 | $ 36.44 |
| 6 | 116-140 | $ 34.04 | $ 35.06 | $ 35.94 | $ 36.75 |
| 7 | 141-165 | $ 34.23 | $ 35.26 | $ 36.14 | $ 36.95 |
| 8 | 166-195 | $ 34.61 | $ 35.65 | $ 36.54 | $ 37.36 |
| 9 | 196-230 | $ 34.91 | $ 35.96 | $ 36.86 | $ 37.69 |
| 10 | 231-270 | $ 35.21 | $ 36.27 | $ 37.18 | $ 38.02 |
| 11 | 271-320 | $ 35.54 | $ 36.61 | $ 37.53 | $ 38.37 |
| 12 | 321-370 | $ 35.92 | $ 37.00 | $ 37.93 | $ 38.78 |
| 13 | 371-420 | $ 36.23 | $ 37.32 | $ 38.25 | $ 39.11 |
| 14 | 421-470 | $ 36.63 | $ 37.73 | $ 38.67 | $ 39.54 |
| 15 | 471-520 | $ 36.99 | $ 38.10 | $ 39.05 | $ 39.93 |
| 16 | 521-570 | $ 37.49 | $ 38.61 | $ 39.58 | $ 40.47 |
| 17 | 571-620 | $ 37.76 | $ 38.89 | $ 39.86 | $ 40.76 |
| 18 | 621-670 | $ 38.24 | $ 39.39 | $ 40.37 | $ 41.28 |
| 19 | 671-730 | $ 38.55 | $ 39.71 | $ 40.70 | $ 41.62 |
| 20 | 731-790 | $ 39.08 | $ 40.25 | $ 41.26 | $ 42.19 |
| 21 | 791-850 | $ 39.44 | $ 40.62 | $ 41.64 | $ 42.58 |
| 22 | 851-910 | $ 39.93 | $ 41.13 | $ 42.16 | $ 43.11 |
| 23 | 911-970 | $ 40.45 | $ 41.66 | $ 42.70 | $ 43.66 |
| 24 | 971-1030 | $ 40.84 | $ 42.07 | $ 43.12 | $ 44.09 |
| 25 | 1031-1090 | $ 41.82 | $ 43.07 | $ 44.15 | $ 45.14 |
| 26 | 1091-1150 | $ 42.77 | $ 44.05 | $ 45.15 | $ 46.17 |
| 27 | 1151-1210 | $ 43.85 | $ 45.17 | $ 46.30 | $ 47.34 |
| 28 | 1211+ | $ 44.89 | $ 46.24 | $ 47.40 | $ 48.47 |

### Section 3: Minimum Rate

(a) The base rate in all Wage Supplements shall be that set out in Section 1(b) of Article V and shall be the minimum rate.

(b) Incumbents of temporary rates will have red circle protection.

## ARTICLE XXV - PENSION PLAN

1. The hourly contributions to the Pension Plan will be:

| Effective | Employer | Employee |
|---|---|---|
| July 1, 2014 | $3.675 | $2.225 |

## ARTICLE XXVI - SAFETY EQUIPMENT

1. Where the following articles of equipment are required to be used by the Company or by the Workers' Compensation Board, the Company shall, at no cost to the Employee:
   (a) supply new Employees with the articles of equipment as required;
   (b) supply Employees moving to another department with the articles of equipment they require and that they do not have at the time of the move; and
   (c) replace articles of equipment when those articles are presented worn or damaged beyond repair; That is to say:
      i. Aprons
      ii. Hard Hats
      iii. Eye, Ear and Nose protective equipment
      iv. Gloves
   (d) replace gloves as required at no cost to the Employee, only when they are presented worn or damaged beyond repair; otherwise the replacement will be at the expense of the Employee.
2. The Employer shall make coveralls available and maintain same for use by End Sprayers, Panel Sprayers, Oilers, Filer-Grinderpersons and Tradespersons.
3. The Company will endeavour to arrange special discount prices at local stores for Employees for the following safety equipment:
   (a) Caulk Boots
   (b) Safety Shoes

(c) Rain Gear
(d) Coveralls

4. An Employee who is required to wear caulk boots by the Workers' Compensation Board shall receive a caulk boot allowance of $120 per annum, provided that:
   (a) the Employee has six (6) months or more seniority, or
   (b) upon the Employee obtaining six (6) months seniority,
   (c) seasonal lay-offs shall not interfere with the qualifying period herein.

## ARTICLE XXVII - PERMANENT CLOSURES

The Industry agrees that Employees affected by a permanent closure of operations of a Member Company of Interior Forest Labour Relations Association shall be given sixty (60) days' notice of closure.

## ARTICLE XXVIII – SEVERANCE PAY FOR PERMANENT PLANT CLOSURE

1. Employees terminated by the Employer because of permanent closure of a Manufacturing Plant shall be entitled to severance pay equal to ten days' pay (a day is defined as 8 hours straight time pay) for each year of continuous service and thereafter for partial years in increments of completed months of service with the Company.
2. Where a Plant is relocated and the Employees involved are not required to relocate their place of residence and are not terminated by the Employer as a result of the Plant relocation, they shall not be entitled to severance pay under this Article.
3. If a Plant is indefinitely closed and is subsequently permanently closed, those regular full-time employees laid off at the time of the indefinite closure or subsequently laid off

will be entitled to the severance provisions provided for in 1 above, based on their seniority at the time of their layoff.

## ARTICLE XXIX – PERMANENT PARTIAL PLANT CLOSURE

The Company shall notify the shop committee and the Union not less than sixty (60) days in advance of intent to institute permanent partial plant closure.

A permanent partial plant closure is defined as the permanent cessation of:

1) Plywood Manufacturing: Greenend, Dryend, Finishing end, or Co-Generation
2) Lumber Manufacturing: Planermill, Sawmill, Kilns, or Co-Generation

Following the application of seniority, employees who are not able to obtain an alternative position in the operation and are therefore laid off are entitled to severance pay of ten (10) days' pay (eight (8) hours per day) for each year of service with the Company. Acceptance of severance pay results in termination of employment.

If the Greenend, Dryend, Finishing end, Co-Generation, Planermill, Sawmill or Kilns is indefinitely closed, and is subsequently permanently closed, those regular full time employees who were initially laid off in accordance with the preceding paragraph, and have not obtained an alternative position during the period of indefinite closure, will be entitled to severance pay as provided in the preceding paragraph based on their seniority at the time of their layoff. Acceptance of severance pay results in termination of employment.

## ARTICLE XXX - CONTRACTING AND SUB-CONTRACTING

1. It is acknowledged that Company Employees should perform work normally performed within the bargaining unit for which they are qualified.

2. Contractors will not be introduced into an operation where this results in the loss of full time positions held by regular Employees unless there are special circumstances.
3. The Company will consult with the Union in advance of introducing new contractors unless time constraints make it unreasonable to do so, (e.g. through a Plant Contracting Committee).
4. Contracting out issues should be settled at the Plant level on a practical common sense basis.
5. This Article does not alter existing contractor relationships.
6. In the case of any dispute arising with respect to the interpretation, application, operation or alleged violation of this Article, either Party may refer the dispute to the Arbitrator who shall determine the dispute, by arbitration, on an expedited basis. The Arbitrator's decision will be final and binding.

## ARTICLE XXXI - CONSTRUCTION CONTRACTING

### Section 1: Outside Rates

It is agreed that Plant Tradespersons who are assigned by the Company to carry out work directly related to "new" construction with Tradespersons employed by an outside contractor, Plant Tradespersons will be paid the "outside" contractor(s') rate(s).

### Section 2: Definition of New Construction

For the purpose of this Agreement, "new" construction shall be defined as meaning:

(a) the construction of major new buildings and major additions to existing buildings;

(b) the addition of new or used major production machinery and related equipment not previously in existence.

### Section 3: Definition of Tradesperson

(a) "Tradespersons" shall mean Journeypersons and Apprentices in the following trades:

Machinist
Steamfitter/Pipefitter
Electrician
Millwright
Welder
Carpenter

(b) "Contractor's rate" shall only mean the hourly wage paid by that contractor and not any other payment or working condition.

## ARTICLE XXXII- GENERAL PROVISIONS

### Section 1: Access Permission

Official Union representatives shall obtain access to the Company's operations for the purpose of this Agreement by written permission which will be granted by the Company on request and subject to such terms and conditions as may be laid down by the Company.

### Section 2: Board and Lodging Rates

Board and lodging rates shall be $2.25 per day.

### Section 3: No Strike Pending Grievance and Arbitration Procedure

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

### Section 4: No Lockout Pending Grievance and Arbitration Procedure

The Company agrees that it will not create or institute any lockout of the Employees with respect to any dispute between the Company and the Union or the Company and its Employees until all provisions of this Agreement relating to Grievance and

Arbitration procedure have been complied with, unless failure to comply with such procedure is due to any act or refusal to act or misconduct of the Union or its Employees.

## Section 5: Penalty Clauses in Union By-Laws

The Union agrees to submit to the Interior Forest Labour Relations Association a letter setting out the penalty clauses contained within United Steelworkers Constitution and/or Local Union By-Laws and will notify Interior Forest Labour Relations Association of any changes thereto which are made during the term of this Agreement.

## Section 6: Signing Authority

The Union agrees to advise Interior Forest Labour Relations Association of the names of the persons who have authority to sign Agreements on behalf of the Local Union.

## Section 7: Establishing Rates for New Jobs

Where new machinery is installed that materially affects the condition of work of the Employee concerned, or a new category is created, the Union will be notified and negotiations commenced 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 rate is agreed upon. If these circumstances occur within a Plywood operation, the Plywood Evaluation Program provisions shall prevail. If these circumstances occur within a Sawmilling operation, the provisions of the Sawmill Evaluation Program shall prevail.

## Section 8: Emergency Overtime

Should overtime be necessary due to an agreed emergency condition, the Union will co-operate with the Employer in giving the necessary permission to operate.

## Section 9: Disciplinary Action

For discipline investigative meetings, or where a verbal warning, written warning, suspension or termination is being issued, the Employee shall have the option of requesting Union representation.

Employee Record

Discipline will remain on the employee's file for twenty-four (24) months and will not be used after that period provided no other discipline has occurred during that time. Any period of Leave, in excess of 30 days, will not be included in the calculation of the twenty-four (24) month period. In disciplinary cases involving harassment the time limits may be extended. The employee must be informed of this decision at the time of the discipline.

## Section 10: Utility Relief

Without restricting the employer's rights under any other provision of the Collective Agreement, or under any local agreement, when the employer requires a permanent utility/relief operator position it will be posted in accordance with local job posting supplements.

## Section 11: Chargehands

a) Training received by a chargehand, other than training received in accordance with Divisional agreements, will not be recognized for future job postings or reduction of forces.

b) It is understood that chargehands do not have priority to overtime over and above divisional overtime agreements.

## Section 12: New Hires

The Company will provide a Plant Committee member the opportunity to meet with new hires, without disruption to operations.

# ARTICLE XXXIII - FORESTRY ENVIRONMENTAL COMMITTEE

Forestry Environmental Committees shall be established by the Company and the Local Union.

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

## ARTICLE XXXIV – HUMANITY FUND

a) The Company agrees to deduct on a bi-weekly basis the amount of one cent (1¢) per hour from the wages of all employees in the bargaining unit for all hours worked.

b) Prior to the 15th day of the month following said deduction, the Company shall pay the amounts to the "Humanity Fund" and to forward such payment to United Steelworkers National Office, 234 Eglinton Avenue East, Toronto, Ontario, M4P 1K7. The Company will 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 employees in the bargaining unit on whose behalf such payment has been made.

## ARTICLE XXXV - EDUCATION FUND (THE 'FUND')

The Parties agree to establish a Fund based on the following parameters:

1. The Company will contribute to the Fund and will continue such contributions throughout the period of the Collective Agreement. Effective July 1, 2016 the contributions will be eight cents ($0.08) per hour worked per employee. Effective March 1, 2023 the contributions will be nine cents ($0.09) per hour worked per employee. Effective July 1, 2026 the contributions will be ten cents ($0.10) per hour worked per employee. The Company shall remit the contributions to the Local Union not less often than once each month, with a written statement of names of the Employees for whom the contributions were made and the hours worked by the Employee.

2. The Fund will provide funding for the purpose as defined by the following:

   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 | Collective Bargaining |
| Environmental Issues | Land Use Issues |
| Stewards Training | Parliamentary Procedure and Public Speaking |
| Communications Skills | Leadership Training |
| Economic Issues | Benefits Training |
| Health and Safety | Union History |

Without limiting the generality of the foregoing, the Fund will be used to develop and deliver programs, and to pay for administration costs, time lost from work to attend education and training, travel, accommodation and such other reasonable costs.

## ARTICLE XXXVI - DURATION OF AGREEMENT

### Section 1: Effective Dates

The Parties hereto mutually agree that this Agreement shall be effective from and after the 1st day of July, 2023 to midnight the 30th day of June, 2027 and thereafter from year to year unless written notice of contrary intention is given by either Party within four (4) months immediately preceding the date of expiry. The Notice required hereunder shall be validly and sufficiently served at the Head Office of the Party of the First Part, or at the Local Office upon the Local Officers of the Union, Party of the Second Part, within four (4) months immediately preceding the 1st day of July, 2027. If no agreement is reached

at the expiration of this Contract and negotiations are continued, the Agreement shall remain in force up to the time an agreement is reached or until negotiations are discontinued by either Party.

**Section 2: Section 50 (2) and 50 (3) Labour Relations Code of B. C. Excluded**

The Parties hereto agree that the operation of Sections 50 (2) and 50 (3) of the Labour Relations Code of British Columbia, R.S.B.C. 1992, c. 82, is excluded from the Master Agreement.

| ON BEHALF OF I.F.L.R.A. MEMBER COMPANIES | ON BEHALF OF UNITED STEELWORKERS LOCAL UNION NOS. 1-405, 1-417 & 1-423 |
|---|---|
| Jeff Roos | Jeff Bromley |
| Andy Anderson | Phil Ducharme |
| Rachael Cox | Grant Farquar |
| Shawn Grattan | Pat McGregor |
| Gillian Kenny | |
| Pat Lauriente | |
| Dave Parsons | |
| Duncan Smith | |

## SUPPLEMENT NO. 1
## LOGGING WAGE SCALE AND GROUPING

| | Effective July 1, 2023 | Effective July 1, 2024 | Effective July 1, 2025 | Effective July 1, 2026 |
|---|---|---|---|---|
| **Group 1**<br>Labourer<br>Watchperson<br>General Forestry Worker | $ 33.425 | $ 34.43 | $ 35.29 | $ 36.085 |
| **Group 2**<br>Tree Planter | $ 33.74 | $ 34.75 | $ 35.62 | $ 36.42 |
| **Group 3** | $ 34.04 | $ 35.06 | $ 35.94 | $ 36.75 |
| **Group 4**<br>Swamper<br>Crummy Driver<br>Drillers Helper<br>Chokerperson | $ 34.28 | $ 35.31 | $ 36.19 | $ 37.01 |
| **Group 5** | $ 34.63 | $ 35.67 | $ 36.56 | $ 37.38 |
| **Group 6**<br>Scaler – Permit | $ 34.99 | $ 36.04 | $ 36.94 | $ 37.77 |
| **Group 7**<br>Small Mobile Drill Operator<br>Powderperson (W.C.B.) | $ 35.37 | $ 36.43 | $ 37.34 | $ 38.18 |
| **Group 8**<br>Driver Flat Deck Truck (with HIAB)<br>Residual Clean-up<br>Chaser (with saw)<br>Back Hoe Operator<br>Excavator (Ditches & Culverts)<br>Front End Loader Operator (under 2 Yds.)<br>Log Dump Operator<br>Driver Gravel Truck | $ 35.76 | $ 36.83 | $ 37.75 | $ 38.60 |

| | | | | |
|---|---|---|---|---|
| **Group 9** | $ 36.17 | $ 37.26 | $ 38.19 | $ 39.05 |

Woods Utility
Gradall Operator
Driver Gravel Truck - Snow Plow Attachment
Driver Gravel Truck – With Trailer
Truck Driver/Swamper Chip Harvester
Boom Boat Operator

| | | | | |
|---|---|---|---|---|
| **Group 10** | $ 36.67 | $ 37.77 | $ 38.71 | $ 39.59 |

Front End Loader Operator (2 Yds.& Over)
Bucker/Railcar Inspector
Bucker (Log and Yard Labour)
Skidder Operator - Rubber Tired
Skidder Operator – Crawler Tractor (D4, D5, & D6 Equiv.)
Log Dump Operator – Program Selector
Rigging Slinger - W.W.
Grader Operator
Forestry & Engineering Technician I

| | | | | |
|---|---|---|---|---|
| **Group 11** | $ 37.14 | $ 38.25 | $ 39.21 | $ 40.09 |

Excavator Utility/Grade
Forwarder
Scaler (Licensed)/Woods
Tractor Operator Bulldozer (Utility – D6 & D7 or Equiv.)
Hydraulic Log Sorter
Log Truck Driver - Standard
Drill Operator (Air Track, Tank or Tractor Mounted)

| | | | | |
|---|---|---|---|---|
| **Group 12** | $ 37.72 | $ 38.85 | $ 39.82 | $ 40.72 |

Log Loader Chip Harvester Feeder
Steel Spar Operator
Excavator – (CAT Under 225 or Equivalent)
Driver - Low Bed
Log Truck Driver – Over Standard
Forestry & Engineering Technician II

| | | | | |
|---|---|---|---|---|
| **Group 13** | $ 38.42 | $ 39.57 | $ 40.56 | $ 41.47 |
| Landing Bucker | | | | |
| Excavator (CAT 225 and Over or Equivalent) | | | | |
| Log Truck Driver – Self Loader | | | | |
| Log Processor | | | | |
| Log Loader Operator - Hydraulics | | | | |
| Tractor Operator Bulldozer (Grade Construction) | | | | |
| Front End Log Loader – Log Fork (Woods) | | | | |
| **Group 14** | $ 39.08 | $ 40.25 | $ 41.26 | $ 42.19 |
| Front End Log Loader L – 120 and Equivalent (Log Yard) | | | | |
| Forestry & Engineering Technician III | | | | |
| **Group 15** | $ 39.78 | $ 40.97 | $ 42.00 | $ 42.94 |
| Grapple Yarder Hook Tender - With Whistle | | | | |
| Steel Spar Hook Tender - With Whistle | | | | |
| Feller Buncher Operator | | | | |
| **Group 16** | $ 40.46 | $ 41.67 | $ 42.72 | $ 43.68 |
| Feller Buncher/Processor (Single Grip Harvester) | | | | |
| Grapple Yarder Operator | | | | |
| Forestry & Engineering Technicians IV | | | | |

## SUPPLEMENT NO. 2

## ADJUSTMENTS AND INTERPRETATIONS

In connection with the interpretation of certain clauses of the 1970-1972 Contract between United Steelworkers and certain Interior Operators, the following interpretation of the Contract has been agreed upon:

1. It is understood that no new upward or downward revision of rates will be established by any operators without mutual agreement with the Local Union. Where applicable the provisions of the Plywood or Sawmill Job Evaluation Programs shall prevail.

## SUPPLEMENT NO. 3

## APPRENTICESHIP TRAINING PROGRAM

in the

## SOUTHERN INTERIOR FOREST PRODUCTS INDUSTRY

BETWEEN:

**INTERIOR FOREST LABOUR RELATIONS ASSOCIATION**

on behalf of its Member Companies engaged in Logging and Forest products manufacturing

AND:

**UNITED STEELWORKERS**

on behalf of Local Union Nos. 1-405, 1-417 and 1-423

IN CO-OPERATION WITH:

Province of British Columbia's Skilled Trades BC

## ARTICLE I - PURPOSE

The purpose of this Program is to improve the knowledge and skill of persons employed as Journeypersons, Improvers, or Helpers in the Forest Products Industry in respect of the Trades named in Article II herein.

## ARTICLE II - TRADES

1. Machinist
2. Steamfitter-Pipefitter
3. Electrician
4. Millwright
5. Heavy Duty Mechanic
6. Welder
7. Automotive Mechanic
8. Carpenter
9. Saw Trades

## ARTICLE III - GENERAL PRINCIPLES

### Section 1: Master Agreement

All provisions of the Master Agreement shall be applicable to Apprentices in the Program.

For the purpose of this Program, seniority shall be on a Plant-wide basis.

### Section 2: Right to Continue

(a) Once started in this Program, subject however to the provisions of the Master Agreement, the Apprentice shall have the right to continue providing he passes all the prescribed tests and work is available for them.

(b) Components of the Saw Trades apprenticeship will be completed to the highest level (Sawfiler or Benchperson) as required by the needs of the specific operation.

### Section 3: Tests

Upon completion of each period of training in School, an Apprentice will be required to pass a test. In the event of failure to pass such a test, the Apprentice will be given a second opportunity. The second opportunity may require reassignment of the Apprentice to the same period of training subject to the judgement of Skilled Trades BC. In the event of failure to pass on the occasion of the second such test the Apprentice shall be required to withdraw from the Program.

### Section 4: Meaning of "Year"

Wherever reference is made to a year as a Helper or Improver it shall mean a period of not less than two hundred (200) working days, the said period to include time spent at the School. In the event a participant works less than two hundred (200) days and has attended School within the year, the apprentice will, subject to the approval of Skilled Trades BC, be given an opportunity to take the required tests.

### Section 5: Recognition of Time

Subject to the provisions herein, an Apprentice shall be entitled to recognition of training time in a Trade in the event of the Apprentice moving from one Employer in the Industry to another.

### Section 6: On-The-Job Training

The Employer will ensure that the Apprentices will be given the necessary on-the-job practical training.

### Section 7: Present Journeypersons

Persons presently employed as Journeypersons who do not wish to become certified or who take the Tradesperson's Qualification Examination and fail, shall continue to be employed as Journeypersons.

If a person presently employed as a Journeyperson fails to pass the test for a Voluntary Tradesperson's Qualification Certificate, the person can then become indentured as an Apprentice.

## ARTICLE IV - SELECTION OF APPRENTICES

### Section 1: Seniority

When an Employer requires Apprentices or Journeypersons, it is agreed that the vacancy will be posted in the operation and applicants selected in accordance with the provisions of Article X, of the Master Agreement.

### Section 2: Entrance Standards

Entrance to the Program will, in all cases, be subject to the applicant meeting the standards required for acceptance by the Skilled Trades BC.

### Section 3: Age Limit

There will be no age limit for applicants.

## ARTICLE V - TRAINING SCHEDULES

### Section 1: Assignment as Helper

All successful applicants will be registered as Apprentices and be assigned as Helpers.

### Section 2: Passing Test

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

### Section 3: Journeyperson Qualification

Following completion of the period of required training, and upon becoming certified, the Journeyperson shall receive the certified Journeyperson's rate of pay.

### Section 4: School Delay

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

## ARTICLE VI - FARES, LOST TIME PAY AND SCHOOL EXPENSES

The employer may implement an EI SUB Plan with top-up of wages by the company to 95% of regular wages for each day of training attended. Apprentices will be required to apply for EI benefits while in attendance at school.

For company sponsored apprentices enrolled in the EI SUB Plan, upon presentation of receipts, the company will provide a yearly tool allowance of up to $400 per year.

While attending training school, apprentices will receive reimbursement for tuition fees and the cost of required text books.

## ARTICLE VII - GENERAL PROVISIONS

### Section 1: Tools

(a) All Journeypersons shall be required to have and shall not qualify for the Journeyperson rate unless they have a full

kit of hand tools necessary to perform the job for which they are hired, with the exception of machinery or tools which shall not be deemed to fall within the responsibility of the Journeyperson.

(b) The Improver shall be required to have and maintain a basic Tool Kit and be in the general process of building up the necessary tools to equip themselves for the job.

(c) The Helper generally shall not be required to own tools and shall use those designated to them. However, it is in their own interest to commence the process of building up a Tool Kit.

## Section 2: Qualifications

(a) The Helper shall assist the Improver and/or the Journeyperson and work under their direction.

(b) The Improver shall be qualified to assist the Journeyperson and work under their direction and instruction.

(c) The Journeyperson must be qualified to carry out the responsibilities of the trade as outlined by the Apprenticeship and Skilled Trades BC Act and be able to direct assistants.

## Section 3: Voluntary Departure

An employee upon completion of an apprenticeship opportunity is encouraged to work in the journeyperson position for a minimum of four (4) years as a return to service commitment. Should the employee voluntarily leave the Company within the four (4) years, the employee's obligation for repayment of costs for schooling (tuition and books) and out-of-town expenses will be reimbursed by the employee on the basis of the following:

- Leaves before serving one (1) year – 100% reimbursement.
- Leaves after serving one (1) year but before serving two (2) years – 75% reimbursement
- Leaves after serving two (2) years but before three (3) years – 50% reimbursement
- Leaves after serving three (3) years but less than four (4) years – 25% reimbursement

## SUPPLEMENT NO. 4

## FIRE FIGHTING AGREEMENT

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

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

1. **Definitions**

(a) Accidental Fire

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

(b) Slash Escape Fire

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

(c) Slash Control Fires

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

(d) Company Responsibility Fire

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

(e) Forest Service Fire

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

(f) Fire Fighting Rates

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

(g) Regular Job Rates

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

(h) Statutory Rates

Rates of pay established by B.C. Forest Service for fire fighting.

2. **Company Controlled Timber**

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

(b) Where the B.C. Forest Service directs the Company to provide its Employees for fighting fires in circumstances other than those set out in (a) above, those Employees will be paid at the statutory rate.

3. **Fire Fighting Rates**

(a) The basic rate shall be the base rate shown in the Southern Interior Master Agreement and shall apply to all Employees engaged in fighting Company Responsibility Fires except those performing one of the following fire fighting jobs. These categories will be paid according to the applicable individual Mill or Logging Wage Schedule.

| | Effective July 1, 2023 | Effective July 1, 2024 | Effective July 1, 2025 | Effective July 1, 2026 |
|---|---|---|---|---|
| Foreperson (over 10 men) | $ 39.78 | $ 40.97 | $ 41.99 | $ 42.93 |
| Straw boss (10 men & under) | $ 37.66 | $ 38.79 | $ 39.76 | $ 40.65 |
| Tractor Operator D4 or Equiv. | $ 35.06 | $ 36.11 | $ 37.01 | $ 37.84 |
| Tractor Operator D6, TD15 or Equiv. | $ 35.98 | $ 37.06 | $ 37.99 | $ 38.84 |
| Tractor Operator D7 or Equiv. | $ 36.41 | $ 37.50 | $ 38.44 | $ 39.30 |
| Tractor Operator D8 or Equiv. | $ 37.66 | $ 38.79 | $ 39.76 | $ 40.65 |
| Tractor Operator D9 or Equiv. | $ 39.01 | $ 40.18 | $ 41.18 | $ 42.11 |
| Power Saw Operator (without saw) | $ 37.66 | $ 38.79 | $ 39.76 | $ 40.65 |
| Power Saw Operator (own saw) (rental) | $18.00 per day | | | |
| Logging Truck Tank (12' Bunk & over) | $ 37.00 | $ 38.11 | $ 39.06 | $ 39.94 |
| Logging Truck Tank (under 12' Bunk) | $ 36.41 | $ 37.50 | $ 38.44 | $ 39.30 |
| Tank Truck Operator | $ 35.06 | $ 36.11 | $ 37.01 | $ 37.84 |
| Woods Mechanic | Regular Job Rate | | | |
| Cook (under 30 men) | $ 35.47 | $ 36.53 | $ 37.44 | $ 38.28 |
| Cook (30 men & over) | $ 36.41 | $ 37.50 | $ 38.44 | $ 39.30 |
| Flunkey | $ 32.78 | $ 33.76 | $ 34.60 | $ 35.38 |
| Pump Operator | $ 34.29 | $ 35.32 | $ 36.20 | $ 37.01 |
| Bus Driver | $ 33.63 | $ 34.64 | $ 35.51 | $ 36.31 |
| Timekeeper | $ 32.78 | $ 33.76 | $ 34.60 | $ 35.38 |

First Aid - Occupational Rate +

Level 2 Certificate - 50¢ per hour

Level 3 Certificate - $1.00 per hour

(b) Straight Time rates will apply to all Employees throughout the period during which the said Employees are engaged in fire fighting. This shall not include Trades, Mechanics, or other categories servicing, feeding, or supplying fire fighters from areas removed from the area of the fire or fires, unless the duties performed during any day in question are exclusively related to fire fighting operation.

(c) Regular job rates will apply only for the duration of the regular Production Shift in which the fire started.

(d) Where Employees are working in Job Classifications during fire fighting, other than those set out herein, job rates shall apply.

4. **Board and Lodging**

(While fighting Company Responsibility Fires)

(a) Employees who commute from home or Camp are expected to "carry a lunch". Additional meals where required will be at Company expense.

(b) Employees required to live away from their private residence will receive board and lodging at Company expense.

(c) Employees living in Fly Camps will receive board and lodging at Company expense.

5. **Travel Time**

Travel Time for Employees engaged in fire fighting will be paid in accordance with the Master Agreement.

6. **Slash Burning**

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

7. **Interpretative Notes**

(a) When active fire fighting ceases to be necessary, rates and overtime conditions for fire patrol will revert to the normal conditions provided for in the Master Agreement.

(b) The meaning of the word "extinguish" as used in this Agreement, shall include the act or process of suppression to the point when the fire requires fire patrol only.

8. All provisions of the Southern Interior Master Agreement except as amended or modified herein shall continue to apply.

## SUPPLEMENT NO. 5

## SAWMILL JOB EVALUATION PLAN

1. **Principles and Procedures**

The implementation and administration of the Job Evaluation Program shall be in accordance with the principles and procedures set out in the amended "Interior Sawmill Job Evaluation Manual" (herein referred to as the "Manual").

2. **Industry Job Evaluation Committee**

There shall be a Committee constituted and named the Industry Job Evaluation Committee (herein referred to as the "Sawmill Evaluation Committee") to consist of one (1) member representative of Interior Forest Labour Relations Association and one (1) member representative of United Steelworkers.

3. **Function of Sawmill Evaluation Committee**

(a) The Sawmill Evaluation Committee shall assume general responsibility for the administration of the Job Evaluation Program.

(b) The unanimous decision of the said Committee shall be final and binding on the Parties hereto.

4. **Plant Job Review Committee**

(a) There shall be a Committee constituted in each Sawmill Plant named the Plant Job Review Committee (herein referred to as "Review Committee") to con-

sist of two (2) members representative of Management and two (2) members representative of the Employees. At least one (1) representative of Management must be a member of the Plant's salaried staff or Management, and at least one (1) representative of the Employees must be an Employee of the Plant whose job is subject to Sawmill Job Evaluation. Management may choose their second representative from amongst persons not Employees at the Plant, and the Union may do likewise except that effective January 1, 1975 neither Party may choose as its representative a member of the Sawmill Evaluation Committee or any person who is employed as a Job Evaluator by Interior Forest Labour Relations Association or by United Steelworkers.

(b) The Company shall reimburse any of its hourly paid Employees for time lost while acting as a member of the Review Committee or while presenting information, regarding their own job, before a regularly convened meeting of the Review Committee. The Company shall not be responsible for remunerating Employee representatives who are not its hourly paid Employees.

5. **Function of Review Committee**

(a) The Review Committee will be responsible for seeing that all requests for evaluation or re-evaluation of jobs are adequately and accurately documented before being passed to the Sawmill Evaluation Committee for further action. The documents required will include a "Request for Job Evaluation" form submitted either by an individual Employee or by Local Management, and a fully completed Job Description which provides sufficient information for the subsequent work of the Sawmill Evaluation Committee. The form of the Documents, the procedures for submitting and handling them and the time

limits for completion may be amended as required by the Sawmill Evaluation Committee under the authority given them by Article 3 of this Supplement.

(b) Decisions of the Review Committee respecting the appropriateness of a request for evaluation or re-evaluation, or respecting the adequacy and accuracy of documents, shall be by unanimous agreement. Failing such agreement, the Review Committee shall, at the request of any one of its members, immediately forward the Request for Job Evaluation, together with any other documents on which there is unanimous agreement to the Sawmill Evaluation Committee and shall then have no further responsibility for documenting that request.

(c) A decision of the Review Committee that an Application for Job Evaluation should not be forwarded to the Sawmill Evaluation Committee will be communicated with reasons to those concerned.

(d) Nothing in this Article limits the right of the Sawmill Evaluation Committee to determine the facts about any job, by direct observation or otherwise, or to amend any job description or grading sheet submitted to them in support of a Request for Job Evaluation form.

6. **Application of Program**

The Job Evaluation Program shall apply to all Employees in the Sawmill Industry except those categories listed in Article V - Wages, Section 1: Rates (d) and Supplement No. 1 - Logging Category Grouping.

7. **Direction of Work**

Job evaluation descriptions are written with the intent to set forth the general duties and requirements of the job and shall not be construed as imposing any restriction on the right of the Company to create a new job or to assign duties to Employees other than those specifically mentioned in

Job Descriptions, provided always that if the assignment of such duties changes the job content sufficiently to justify a review of the evaluation, the Sawmill Evaluation Committee shall make such a review in accordance with the procedure set out herein.

8. **Re-Evaluation**

   (a) When a job has moved to a higher group as a result of re-evaluation, the resulting rate shall be retroactive from the date that Management or the Employee has applied to the Review Committee for re-evaluation.

   (b) When a job is moved to a lower grade as a result of re-evaluation, the incumbent shall maintain their job rate as a red circle rate subject to the provisions of Section 10 herein.

9. **New Jobs Created**

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

   (a) When the evaluated rate for a new job is higher than the temporary rate, the resulting rate shall be retroactive from the date that the job was installed.

   (b) When the evaluated rate for a new job is lower than the temporary rate, the incumbent(s) shall continue at the temporary rate.

10. **Red Circled Jobs**

    (a) The Company shall supply the Union with a list of Employees holding red circled jobs, the said list to include the name of the Employee, name of the job category filled, the evaluated rate for the job, and the actual rate paid.

    (b) Employees on red circle rates who are promoted to a higher grade shall regain the red circle rate if subsequently found incompetent to continue in the higher grade.

(c) Employees holding red circle jobs who are demoted during a reduction of forces, shall be paid only the evaluated rate for the job to which they are assigned. If at a later date an Employee is re-assigned to their former job they shall regain their red circle rate.

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

(e) If an Employee is temporarily transferred at the request of the Company they shall retain their existing rate or receive the rate for the new job, whichever is higher. On return to their regular job the said Employee shall regain their red circle rate.

11. **Seniority**

Subject to the provisions herein set out, Article X (Seniority) of this Agreement shall continue to apply.

12. **Referral Procedure**

(a) When the Sawmill Evaluation Committee has decided the outcome of a Request for Job Evaluation, it shall transmit its decision to the appropriate Plant Job Review Committee.

(b) An evaluation done by the Sawmill Evaluation Committee shall be final and binding on the Parties but, at any time after five (5) years since the last evaluation or re-evaluation of a job, Management or an individual Employee may submit a request for re-evaluation of that job and no other reason than the elapsed time shall be necessary.

(c) If the Sawmill Evaluation Committee is unable to reach agreement regarding the disposition of a request for Job Evaluation or any other matter regarding the Job Evaluation Program which falls within their jurisdiction, the matter shall be referred

to Interior Forest Labour Relations Association and to United Steelworkers.

(d) All communication between any Plant Review Committee and the Sawmill Evaluation Committee referred to above shall be effected by sending one copy to the Union representative or representatives on the Committee and one copy to the Employer representative or representatives. In the case of communications to a Plant Review Committee, the Union representatives will be addressed care of the office of the appropriate Union Local and the Employer representative care of the Company's offices at the Plant. In the case of communications to the Sawmill Evaluation Committee, the Union representative(s) will be addressed care of United Steelworkers, and the Employer representative care of the offices of Interior Forest Labour Relations Association.

13. **Training Program**

A Program of training for members of the Review Committee in each Plant shall be instituted, the details of which shall be arranged by Interior Forest Labour Relations Association and United Steelworkers.

## SUPPLEMENT NO. 6

## PLYWOOD JOB EVALUATION

### As referred to in Article XXI, Section 1

1. **Principles and Procedures**

The implementation and administration of the Job Evaluation Program shall be in accordance with the principles and procedures set out in the amended "Job Evaluation Manual for Operational Hourly Paid Jobs in the Plywood Industry of British Columbia" (herein referred to as the "Manual").

2. **Industry Job Evaluation Committee**

There shall be a Committee constituted and named the Industry Job Evaluation Committee (herein referred to as the "Plywood Evaluation Committee") to consist of one (1) member representative of Interior Forest Labour Relations Association and one (1) member representative of United Steelworkers.

3. **Function of Plywood Evaluation Committee**

(a) The Plywood Evaluation Committee shall assume general responsibility for the administration of the Job Evaluation Program.

(b) The unanimous decision of the said Committee shall be final and binding on the Parties hereto.

4. **Plant Job Review Committee**

(a) There shall be a Committee constituted in each Plywood Plant named the Plant Job Review Committee (herein referred to as "Review Committee") to consist of two (2) members representative of Management and two (2) members representative of the Employees. At least one representative of Management must be a member of the Plant's salaried staff or Management, and at least one representative of the Employees must be an Employee of the Plant whose job is subject to Plywood Job Evaluation. Management may choose their second representative from amongst persons not employed at the Plant, and the Union may do likewise except that effective January 1, 1975 neither Party may choose as its representative a member of the Plywood Evaluation Committee or any person who is employed as a Job Evaluator by Interior Forest Labour Relations Association or by United Steelworkers.

(b) The Company shall reimburse any of its hourly-paid Employees for time lost while acting as a member of the Review Committee, or while presenting infor-

mation regarding their own job, before a regularly convened meeting of the Review Committee. The Company shall not be responsible for remunerating Employee representatives who are not its hourly-paid Employees.

5. **Function of Review Committee**

(a) The Review Committee will be responsible for seeing that all requests for evaluation or re-evaluation of jobs are adequately and accurately documented before being passed to the Plywood Evaluation Committee for further action. The documents required will include a "Request for Job Evaluation" form submitted either by an individual Employee or by Local Management, and a fully completed Job Description which provides sufficient information for the subsequent work of the Plywood Evaluation Committee. The form of the documents, the procedures for submitting and handling them, and the time limits for completion may be amended as required by the Plywood Evaluation Committee under the authority given them by Section 3 of this Supplement.

(b) Decisions of the Review Committee respecting the appropriateness of a request for evaluation or re-evaluation, or respecting the adequacy and accuracy of documents, shall be by unanimous agreement. Failing such agreement, the Review Committee shall, at the request of any one of its members, immediately forward the Request for Job Evaluation, together with any other documents on which there is unanimous agreement, to the Plywood Evaluation Committee and then shall have no further responsibility for documenting that request.

(c) A decision of the Review Committee that an Application for Job Evaluation should not be forwarded to the Plywood Evaluation Committee will be communicated with reasons to those concerned.

(d) Nothing in this Article limits the right of the Plywood Evaluation Committee to determine the facts about any job, by direct observation or otherwise, or to amend any Job Description or specification submitted to them in support of a Request for Job Evaluation form.

6. **Application of Program**

The Job Evaluation Program shall apply to all Employees in the Plywood Industry except Journeypersons Tradespersons, Improvers, Helpers, Powerhouse, Boom Crews, Grinderpersons and Oilers.

7. **Direction of Work**

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

8. **Re-Evaluation**

(a) When a job has moved to another grade as a result of re-evaluation, the wage rate for the new grade shall be effective on the date that Management or the Employee has applied to the Review Committee for re-evaluation.

(b) When a job is moved to a lower grade as a result of re-evaluation, the incumbent shall maintain their job rate as a red circle rate subject to the provisions of Section 10 herein.

9. **New Jobs Created**

Where the Company has exercised its right to create a new

job, a temporary rate shall be set by Management. The permanent rate for the said job as determined by the Plywood Evaluation Committee shall be effective as of the date the job was installed. If the evaluated rate for a new job is lower than the temporary rate, the incumbent(s) shall be allowed to continue at the temporary rate.

10. **Red Circle Jobs**

    (a) The Company shall supply the Union with a list of Employees holding Red Circle Jobs, the said list to include the name of the Employee, name of the job category filled, the evaluated rate for the job, and the actual rate paid.

    (b) Employees on red circle rates who are promoted to a higher grade shall regain the red circle rate if subsequently found incompetent to continue in the higher grade.

    (c) Employees holding Red Circle Jobs who are demoted during a reduction of forces, shall be paid only the evaluated rate for the job to which they are assigned. If at a later date an Employee is re-assigned to their former job they shall regain their red circle rate.

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

    (e) If an Employee is temporarily transferred at the request of the Company they shall retain their existing rate or receive the rate for the new job, whichever is higher. On return to their regular job the said Employee shall regain their red circle rate.

11. **Seniority**

    (a) Subject to the provisions herein set out, Article X (Seniority) shall continue to apply.

(b) Promotions shall be made only where a vacancy exists.

12. **Referral Procedure**

(a) When the Plywood Evaluation Committee has decided the outcome of a Request for Job Evaluation, it shall transmit its decision to the appropriate Plant Job Review Committee.

(b) An evaluation done by the Plywood Evaluation Committee shall be final and binding on the Parties but, at any time after five (5) years since the last evaluation or re-evaluation of a job, Management or an individual Employee may submit a request for re-evaluation of that job and no other reason than the elapsed time shall be necessary.

(c) If the Plywood Evaluation Committee is unable to reach agreement regarding the disposition of a Request for Job Evaluation or any other matter regarding the Job Evaluation Program which falls within their jurisdiction, the matter shall be referred to Interior Forest Labour Relations Association and to United Steelworkers.

(d) All communication between any Plant Review Committee and the Plywood Evaluation Committee referred to above shall be effected by sending one copy to the Union representative or representatives on the Committee and one copy to the Employer representative or representatives. In the case of communications to a Plant Review Committee, the Union representatives will be addressed care of the office of the appropriate Union Local and the Employer representative care of the Company's offices at the Plant. In the case of communications to the Plywood Evaluation Committee, the Union representative will be addressed care of the offices of United Steelworkers, Burnaby, and the Employer representative

care of the offices of Interior Forest Labour Relations Association.

13. **Training Program**

A Program of training for members of the Review Committee in each Plant shall be instituted, the details of which shall be arranged by Interior Forest Labour Relations Association and United Steelworkers.

## SUPPLEMENT NO. 8

## ALTERNATE SHIFT SCHEDULING

A. **FLEXIBILITY OF HOURS OF WORK**

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

Balancing of production
Maintenance
Market requirements
Even flow production
Emergency or unexpected harvesting programs
Limitation of log supply
Continuous scheduling

B. **SHIFT SCHEDULING**

It is understood the Parties can negotiate alternate shifts pursuant to the provisions in the following sections C. to F., inclusive.

C. **IMPLEMENTATION**

Any variation(s) to Article VII - Hours of Work, Section 1, shall be implemented only upon completion of the following steps:

1. The Company and the Local Union will meet to discuss proposed shift schedules within the terms of Article VII, Section 2. The Company will outline the

operational plan for the business unit. Local Unions and Companies will make sincere attempts to work together to introduce alternate shift schedules. The Parties must mutually agree on the resolution of issues such as:

(a) Details of shift i.e. start and stop times. This is not intended to restrict the Company's ability to modify the details of shifts for legitimate operational reasons.

(b) Maximum lengths of shifts for physically demanding work. Accident prevention is a factor to be taken into account in determining shift lengths.

(c) The loss of hours/employment as a direct result of the implementation of alternate shift schedules.

(d) Details of averaging system, if applicable.

2. The Plant Committee and the Crew will be actively consulted by the Parties during this process.

3. The meetings to discuss the proposed shift schedule and the ratification vote will take place expeditiously and shall be concluded within fourteen (14) calendar days of notification by the Company to the Union that a proposed shift schedule is desired.

D. **ALTERNATE SHIFT SCHEDULE SELECTION**

1. This implementation and alternate shift schedule selection process will be completed within twenty-eight (28) calendar days.

2. If the parties are unable to come to mutual agreement on the proposed shift schedule, including agreement on the resolution of the issues identified in Section C., the Company will select from the following shift schedules. The Local Union will be notified in writing of the shift implemented under this section.

Schedules (no splits):

(i) **40-80 hours**
-1 or 2 crews 4 - 10's Monday - Thursday
-1 or 2 crews 4 - 10's Tuesday - Friday
-Week 1 – 4x9 & 1x8, Week 2 – 4x9 – Monday to Friday (no alternating down days)

(ii) **116 hours**
-2 crews 4 - 10's Monday - Thursday + 1 crew 3 - 12's Friday - Sunday

(iii) **152 hours**
-2 crews 4 - 10's Monday - Thursday + 2 crews 3 - 12's Friday - Sunday

(iv) **168 hours - continuous**
-4 crews 4 - 12's (4 on, 4 off) Monday to Sunday rotation
-2 crews 4 - 12's Monday to Thursday, 4 - 12's Monday - Wednesday (4 on, 3 off, 3 on, 4 off), 2 crews 3 - 12's Friday - Sunday, 4 - 12's Thursday - Sunday (3 on, 4 off, 4 on, 3 off)
-3 crews on 5 - 8's, 2 crews 2 - 12's (plywood only)

3. Support Services only (e.g. scales, log yard, kilns, shipping)
-3 - 12's between Fridays - Monday (no splits)
-4 - 10's between Mondays - Saturday (no splits)

4. Maintenance Schedules (no splits):
-4 - 10's between Mondays - Sunday
-3 - 12's between Mondays - Sunday

Schedules will be coordinated and assigned to support production.

5. If either party requests to amend the alternate shift schedule the same process as set out in 1 - 3 above shall be utilized.

6. Plywood operations will not be subject to the four

(4) month trial period referenced in Supplement No. 8 Alternate Shift Scheduling F. Shift Principles 8. General (b).

7. This process will not be engaged more than once for the same or substantially similar proposed shift schedule in any twelve (12) month period.

E. **GENERAL PRINCIPLES**

When an alternate shift schedule is in effect other provisions of the Master Agreement will be administered on the principle that an Employee will not lose or gain any benefits over their normal five (5) day work schedule.

1. The Company agrees that alternate shift schedules will not be introduced where the intention is to increase the use of Casual Employees in place of Regular Employees.
2. Different parts of an operation may be scheduled on different shifts.
3. This Article shall not change existing alternate shift agreements, unless agreed to by both Parties.
4. Earned vacations will be scheduled on the same basis as days and hours worked under the alternate shift schedule.
5. Other Articles of the Collective Agreement, which provide benefits after eight (8) hours, are extended by the amount the regular hours of work have been increased beyond the eight (8) hours per day.
6. An Employee's rest days may vary from week to week under an alternate shift schedule. Employees shall not be paid premium pay for changes in their rest days in these circumstances.
7. An Employee whose rest days are changed by the Company under an established alternate shift schedule shall receive rate and one-half for work performed on their rest days unless a change in rest day

results from the application of seniority or has been agreed to between the Employee and the Company.

8. There shall be no premium pay paid to any Employee whose rest days are changed because of the implementation or discontinuance of an alternate shift schedule.

F. **SHIFT PRINCIPLES**

1. **Rest Periods**

   (a) For ten (10) hour shifts, rest periods will be one (1) ten (10) minute break and one (1) fifteen (15) minute break plus a one-half (1/2) hour unpaid meal break.

   (b) For twelve (12) hour shifts, rest periods will be one (1) ten (10) minute and one fifteen (15) minute breaks plus a one-half (1/2) hour paid meal break.

2. **Statutory and Floating Holidays**

   Statutory and Floating Holidays shall be scheduled and paid as per the Southern Interior Master Agreement ARTICLE XIII-STATUTORY HOLIDAYS AND FLOATING HOLIDAY with the following understanding:

   (a) Statutory & Floating Holidays are paid as per the Employee's regular schedule if it falls on a regularly scheduled workday.

   (b) If the holiday falls on a rest day, it will be paid at their regular scheduled hours at straight time pay, in addition to the Employee's regular pay for the week.

   (c) Remembrance Day, Christmas Day, Boxing Day and New Year's Day are operational down days.

   (d) Not withstanding above, Co-Gen/energy plants on a continuous shift will continue to operate.

3. **Bereavement Leave**

   Bereavement Leave shall be paid as per ARTICLE XI – LEAVE OF ABSENCE, Section 6: Bereavement Leave of the Southern Interior Master Agreement at the Employee's regular hourly rate of pay for the Employee's regular work schedule for a maximum of three (3) shifts.

4. **Jury or Witness Duty**

   Jury or Witness Duty compensation shall be as per the Southern Interior Master Agreement ARTICLE XI – LEAVE OF ABSENCE, Section 7: Jury or Witness Duty for income lost from the regularly scheduled hours of work in the alternate shift schedule.

5. **Shift Differential**

   Shift Differential, as per ARTICLE V – WAGES, Section 7: Shift Differential, shall be paid only for those hours worked outside the recognized dayshift for those Employees working the Alternate Schedule in effect for that crew working in that part of the operation.

6. **Probationary Period**

   For those Employees working an alternate shift schedule with shifts over eight (8) hours the sixty (60) working days referenced in ARTICLE X – SENIORITY, Section 3: Probationary Period will be changed to four hundred and eighty (480) working hours.

7. **Job Postings**

   Postings for job vacancies will be as per the local Job Posting Supplement.

8. **General**

   (a) For compressed shifts or shifts averaging thirty-two (32) or more hours pay per week, Pension Plan, LTD contributions, Health and Safety Fund and the Education Fund contributions will be made based on a minimum of forty (40) hours per week.

(b) The Company will ensure that there is no loss, no gain to Employees when going into and out of an alternate shift.

(c) Any Employee who works in an alternate shift schedule will be paid as per that schedule in which he works.

(d) The Company shall provide fourteen (14) days' notice to discontinue an alternate shift, except in special circumstances. Employees will revert to the previous shift schedules unless otherwise mutually agreed.

(e) When an alternate shift schedule is in effect, hourly-based benefits (LTD, Pension, Education Fund, Safer), under the Collective Agreement will be administered on the basis of hours paid.

(f) The Company will not change an employee's work schedule to avoid a statutory holiday.

(g) All other provisions of the Collective Agreement will apply except for those that are modified by this section.

**Supplemental Matters which have been agreed to between the I.F.L.R.A. and United Steelworkers -Negotiating Committee by either a Memorandum of Agreement, Clarification of the Agreement and/or Interpretation of the Agreement.**

**Interpretation of the Agreement**

1. **Clarification of Agreement**

   **Article V - Wages - Section 7 - Shift Differential Clarification**

   Any Employee who works more than one hour outside of the shift which is recognized as a regular day shift, should be paid night shift differential for all time worked on the overlap shift. This applies to the front end of the shift and/or the back end of the shift.

   In other words, if you work a scheduled shift that is more than one hour outside of the regular day shift you should receive night shift differential for the entire hours spent on that shift.

2. **Clarification of Agreement**

   **Article VII - Hours of Work - Double Time on Sunday**

   There has been considerable discussion in regards to the interpretation of Article VII - Hours of Work, Section 1(b)(ii) and (b)(iv) as it applies to three (3) shift operations where some Employees, who have worked five (5) shifts during the preceding six (6) days, and regularly come in one (1) or two (2) hours early to do preparatory work prior to the start of the first shift on Monday. The pertinent clauses read as follows:

   **Article VII - Hours of Work**

   **Section 1 (b) - Double straight time shall be paid for the following:**

   (ii) Hours worked on Sunday by Employees who have worked five (5) shifts during the preceding six (6) days;

(iii) Item (ii) above shall not apply to Employees who work Sunday as a regularly scheduled day.

Inasmuch as (iii) above was negotiated to apply to Employees who regularly work on a seven (7) day tour, such as Security Guards, Watchperson, Steam Plant Employees, agreement has been reached on the application of Section (iv) above.

Where Employees regularly come in late Sunday night to do preparatory work, the Company will pay double straight time rates of pay for those hours worked prior to Sunday midnight. However, the Company reserves the right to either shorten the employee's regular shift to parallel the normal hours of the shift or to require the Employee to work their normal shift at straight time in addition to the time worked prior to Sunday midnight.

For the purpose of this agreement rate and one-half will be calculated at the regular hourly rate of pay the Employee is receiving for the overtime work being performed.

3. **Charge Hands - Negotiated I.F.L.R.A. & United Steelworkers Definition of Charge Hand's Duties**

The designated charge hand shall have a regular full-time job. The Chargehand is classified as a work co-ordinator in the respective area of employment. The Chargehand has no authority to discipline Employees. The Chargehand can exercise job direction in the work area, all of which shall be relayed to them by supervision.

4. **Forestry & Engineering Technicians**

**General Forestry Worker** **Group 1**

Under direct supervision is engaged in general forestry work.

**Forestry & Engineering Technician I** **Group 10**

Must be a graduate of Forestry from a recognized college or university or possess equivalent practical experience

and training to meet company standards. Under direction and supervision is engaged in a variety of Forestry, Engineering, Planning, Inventory, Silviculture and related projects.

**Forestry & Engineering Technician II Group 12**

Same qualifications as Forestry & Engineering Technician I with one additional year of related experience. Competent in all phases of forestry work and capable of leading small groups under direction and supervision.

**Forestry & Engineering Technician III Group 14**

Same qualifications as Forestry & Engineering Technician II with one and a half additional years of related experience. Proficient in all phases of forestry work and capable of leading small groups under minimal supervision.

**Forestry & Engineering Technician IV Group 16**

Same qualifications as Forestry & Engineering Technician III with two additional years of related experience.

5. **Clarification and Information**

**Article XIII - Statutory Holidays and Floating Holiday**
**Section 3 - Personal Floating Holiday**

If you have met the requirements for qualifying for your Personal Floating Holiday and terminate your employment prior to taking your Personal Floater, you are entitled to payment of your Personal Floating Holiday.

6. **Clarification of Agreement**

**Article VII - Hours of Work**
**Section 1 - Hours and Overtime (d) (i)**

Casual tradespersons working Sunday will be paid rate and one-half unless otherwise mutually agreed upon.