

2021-2029
COLLECTIVE AGREEMENT

BETWEEN:

**Western Forest Products Inc.,
Value Added Division**

(Hereinafter known as the “Company or WFP or VAD”)

OF THE FIRST PART

AND:

**Public and Private Workers of Canada,
Local 8**

(Hereinafter known as the “Union or PPWC”)

OF THE SECOND PART

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FINAL

ARTICLE I: PURPOSE & PREAMBLE

The purpose of this Agreement is to secure for the Company, the Union and the Employees the full benefit of orderly and legal collective bargaining, the safety and physical welfare of its Employees, economy of operation, quality and quantity of output and protection of property. It is recognized by this Agreement to be the duty of the Company, the Union and Employees, individually and collectively, to cooperate fully in the advancement of these conditions. The Company, the Union and their Employees and Members agree to abide by the terms of this Agreement.

To this end, Value Added Division and the Union will cooperate in maintaining and enhancing employment and it is not the Company's intent to turn VAD into a drying only facility.

ARTICLE II: BARGAINING AGENCY

The Company agrees to recognize the Union as the sole bargaining agent for the Employees of the WFP Value Added Division, Chemainus, BC, except those Employees with the authority to hire, fire, discipline or discharge and those Employees responsible for confidential matters.

ARTICLE III: EMPLOYERS RIGHTS

The Union recognizes that the Company has the exclusive right to direct the work force, select, hire and promote (subject to the terms and conditions of the Collective Agreement) Employees and to discipline or discharge Employees for proper cause.

ARTICLE IV: UNION SECURITY

Section 1: Cooperation

The Company will cooperate with the Union in obtaining, as Members, the Employees as defined in this Agreement and to this end will present to new Employees and to all supervisors and foremen the policy herein expressed.

Section 2: Union Shop

All new Employees shall, within thirty (30) calendar days after the execution of this Agreement or thirty (30) calendar days after entering employment, whichever date occurs last, become Members of the Union and maintain Membership herein throughout the terms of this Agreement as a condition of continued employment.

Section 3: Maintenance of Membership

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

Section 4: Discharge of Non-Membership

An Employee who fails to maintain their Membership in the Union as prescribed by refusal to pay dues and assessments shall be subject to discharge after seven (7) days written notice to the Company, by the Union of the said Employee's refusal to maintain their Membership.

Section 5: Union Membership

No Employee shall be subject to any penalties against their application for Membership or reinstatement, except as may be provided for in the PPWC Constitution, and in accordance with the By-Laws of Local #8.

Section 6: Check-Off

The Company shall require all new Employees, at the time of hiring, to execute an assignment of wages in duplicate, on the form to be supplied by the Union. Assignment forms, including Social Insurance Numbers, shall be forwarded to the Union not later than

fifteen (15) calendar days following the date of hiring. The Company shall remit the dues deducted, pursuant to such assignment (until and unless the assignment is revoked by the Employee), to the Union, not less 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. Such deductions shall appear on each Employee's annual Statement of Remuneration (T4).

ARTICLE V: UNION COMMITTEE

The Company agrees to recognize the Union or Plant Committee. The said Committee shall be comprised of no less than three (3) and no more than five (5) Employees.

ARTICLE VI: HOURS OF WORK

Section 1: Hours and Overtime

- (a) The regular hours of work 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, except as provided in (b) below. Production Employees shall be paid rate and one-half for all hours worked on Sunday, except as provided for in (b) below.

- (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 (5) shifts during the preceding six (6) days.
 - (iii) For the purpose of (b) herein a Statutory Holiday shall be considered 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 Employee shall only be required to work on Saturday and/ or Sunday for the time lost to the Statutory Holiday by mutual consent. For such work the Employee shall be paid rate and one-half, except as provided in Section 1 (b) above.
- (d) Overtime worked shall be paid at applicable overtime rates of pay.

Section 2: Alternate Shift Scheduling

- (a) Notwithstanding Article VI, Section 1, management shall have the right to implement ten (10) hour shift schedules, which may include Saturdays and Sundays provided the principle of the forty (40) hour week is maintained over an averaging period.

Management will provide the Local Union no less than two (2) weeks' notice before implementing or discontinuing an alternate shift schedule pursuant to this Article. The shift schedule will be posted by management.

- (b) Different areas and parts of the operation may be scheduled on different shifts.
- (c) When alternative schedules have been implemented in accordance with (a) above, the following provisions will apply. Rate and one-half shall be paid for the following:
 - (i) The first three (3) hours worked in a day in excess of the normal daily hours of the established schedule.
 - (ii) Hours worked in excess of forty (40) hours per week or forty (40) hours average when there is an averaging period.
 - (iii) All hours worked on an Employee's scheduled rest day, unless a change in rest day has been agreed to between the Employee and the Company.
 - (iv) All hours worked on Sunday except those excluded in the casual section.
- (d) Double straight time rates shall be paid for the following:

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

The following rules will apply when employees are scheduled under alternate shift schedules of 10 hours:

- (i) Rest periods will be one (1) ten (10) minute paid break, one (1) fifteen (15) minute paid break and one (1) thirty (30) minute unpaid meal break.
- (ii) Earned vacation will be scheduled on the same basis as days and hours worked under the alternate shift schedule.
- (iii) Employees' rest days may vary from week-to-week under alternate shift schedules (e.g. 4 x 10 split five (5) day operating schedule). Employees shall not be paid premium pay for changes to their rest days.
- (iv) Statutory Holidays, Floating Holidays and (Article XV) Bereavement Leave and Jury Duty

will be paid as per the employee's regular wage, hours and days in the employee's work schedule.

- (v) Where a Statutory Holiday falls on an employee's rest day, a substitute scheduled work day may be observed, on a day of the employee's choosing with mutual agreement of the supervisor, within ninety (90) calendar days of the original Statutory Holiday. A substitute day not taken during this period of time will be paid to the employee. In lieu of time off, the employee may also choose to have the Statutory Holiday paid out on the rest day it occurs.
- (vi) Shift Differential shall be paid only for hours worked outside the recognized dayshift for those employees working an alternate schedule in effect in that part of the operation.

Section 3: Casual Work

The term "casual work" as used in this Agreement shall only apply to non-production such as clean-up and painting, performed on Saturday and/or Sunday or hours when the plant is not operating, by either laid off regular Employees or other persons herein after referred to as "casual Employees".

Section 4: Swing Shift

The work force on the day shift shall alternate with the work force on the afternoon shift on a regular basis as agreed upon by the Company and the Plant Committee.

Section 5: Rest Periods (regular eight hour shifts)

All Employees 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 the provision. The Company shall have the right to schedule when the breaks shall be taken.

Section 6: 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 7: Hot Meals

Where Employees are required to work four (4) hours or more in excess of their regularly scheduled shift, the Company shall provide a hot meal valued at not more than eighteen dollars and fifty cents (\$18.50) by:

- (a) Choosing from a list of predetermined establishments and menu items as identified by the Company or
- (b) An eighteen dollars and fifty cent (\$18.50) allowance that will be added to the Employee's pay.

ARTICLE VII: TECHNOLOGICAL CHANGE

Section 1: Joint Committee

- (a) The Company agrees it shall notify the Union and the Plant Committee not less than six (6) weeks in advance of intent to institute changes in working methods or facilities which would involve the discharge or laying off of Employees.
- (b) Furthermore, it is agreed that a Joint Committee consisting of Members of Management and the Plant Committee will be established to consider technological changes in progress. This Committee will make any necessary recommendations and assist in ameliorating the effect of such changes.
- (c) Employees discharged or permanently laid off from their regular job because of mechanization, technological change or automation shall be entitled to severance pay of one (1) week's pay for each completed year of service with the Company. Said severance pay shall not exceed a maximum of fourteen (14) weeks pay per Employee. A permanent lay-off is deemed to occur after six (6) months or the expiration of an Employee's seniority retention, whichever occurs first.

Section 2: Retraining

The Company will consider any training programs which are presented and will ensure that full consideration be given to said programs.

ARTICLE VIII: PAY DAYS

The Company agrees that it shall provide for pay days every second week and each Employee shall be furnished with an itemized statement of earnings and monthly deductions.

All new Employees shall provide the Company with a bank account number and the name and address of the financial institution where the account is held. The Company shall have the right to deposit the Employee's pay into the account directly by electronic means (e.g., direct deposit). All current and new Employees, paid by direct deposit, as at the date of this proposal, shall be required to continue to maintain a bank account for the purpose of receiving their pay by direct deposit, and shall promptly inform the Company of any changes to their banking arrangements in advance of their scheduled pay deposit.

ARTICLE IX: STATUTORY HOLIDAYS

- (a) The Company and the Union agree the following Statutory Holidays shall be observed.
- New Year's Day
 - Family Day
 - Good Friday (Easter)
 - Victoria Day
 - Canada Day
 - British Columbia Day
 - Labour Day
 - Thanksgiving Day
 - Remembrance Day
 - Christmas Day
 - Boxing Day
- (b) An Employee, to qualify for Statutory Holiday pay, must comply with each one of the following three conditions:
- (i) Has been on payroll thirty (30) calendar days immediately preceding the holiday.
 - (ii) Has completed their last regularly scheduled work day before, and their first regularly

scheduled work day after the holiday, unless their absence is due to illness, compensable occupational injury, or is otherwise authorized by the employer; and,

- (iii) Notwithstanding Paragraph (ii) above, the Employee must have worked and completed one (1) scheduled shift before and one (1) scheduled shift after the holiday, both of which must fall within a period of ninety (90) calendar days.
- (c) In case of injury or illness, in (ii) above, the employer shall have the right to request a medical certificate.
- (d) Employees who work on a Statutory Holiday shall be paid at the rate and one-half for all hours worked and shall receive another day off with pay. The banked Statutory Holiday must be taken within thirty (30) days at a time suitable to both parties. If a mutually agreeable date cannot be determined, the Company will exercise its right to schedule the day off.
- (e) Floating Holiday:
Regular full-time employees will be granted one Personal Floating Holiday during each contract year of the Labour Agreement, to be arranged at a time suitable to the employee and the Company, so that there will be no loss of production.

(i) 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:

- A new employee must have been on the payroll for not less than 90 consecutive calendar days to qualify for the Personal Floating Holiday.
- 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.
- 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.
- 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.

- If the Personal Floating Holiday is not taken or scheduled before October 14 of each contract year will be paid out in the first pay period ending after October 15 of each contract year.
- Where an employee chooses Saturday, Sunday *or a rest day* as a Personal Floating Holiday, straight time rates will apply.
- With the agreement of the Company, an employee may waive the right to a Personal Floating Holiday, with pay in lieu.

ARTICLE X: VACATIONS WITH PAY

Section 1: Annual Vacation Pay and Time off

Annual vacation pay and time off will be calculated and determined according to the table below, based on an Employee's years of service.

QUALIFYING PERIOD	WEEKS OF ANNUAL VACATION	VACATION PAY PERCENTAGE
Less than one (1) year service	0 weeks	4%
One (1) year of service completed but less than two (2) years	2 weeks	5%
Two (2) years' service completed but less than seven (7) years	3 weeks	7%
Seven (7) years' service completed but less than fifteen years	4 weeks	9%
Fifteen (15) years' service or more	5 weeks	11%

The Employee will have the option to forego any part of their earned vacation, except as required by law.

Section 2: Vacation Pay on Termination

An Employee whose employment is terminated shall receive vacation pay at the appropriate percentage of insurable earnings earned during the period of entitlement in accordance with the Employee's years of service.

Section 3: Vacation Time

- a) Vacations for Employees shall be taken at such time as mutually agreed upon by the Plant Committee and the Company when quantity and regularity of production shall not be impaired.
- b) Vacation time for employees who have earned a minimum of three (3) weeks of vacation entitlement, must be taken in blocks of a week at a time for at least two (2) of the entitlement weeks.

Section 4: Payment of Vacation Pay

Vacation pay will be paid at the percentage of insurable earnings for the qualifying year.

Section 5: Payment

Vacation pay will be calculated and paid to the Employee within fourteen (14) days of the common vacation cut-off. The Employees will have the option of applying, in writing, no later than the 15th of May, before the June vacation pay cut-off, to designate vacation pay

in weekly increments to actual vacation time being taken.

Section 6: Vacation Pay - Percentage of Wages Method

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

- (a) Absence due to injury or illness where an Employee would have worked but is in receipt of wage loss benefits (WCB or Weekly Indemnity), up to a period of one year, provided that the Employee returns to his/her employment.
- (b) Absence due to Bereavement Leave, in accordance with the terms and conditions of Article XV, Section 5.
- (c) Absence due to time served on Jury Duty, including Coroner's Jury, or time served as a Crown Witness or Coroner's Witness, in accordance with the terms and conditions of Article XV, Section 6.
- (d) Any other absence duly approved by the Company, in writing, shall be credited towards entitlement of annual vacation. However, time spent on such leaves of absence shall not be counted in computing vacation pay.

Section 7: Vacation Pay Top-up on Anniversary

- (a) On the date when an employee completes one (1), three (3), seven (7) and fifteen (15) years of service and where there is a common cut-off date for all employees in the operation, the employee will receive:
- (i) In the case of one (1) year, one percent (1%) of their gross earnings between the date of employment and the date of the last common cut-off date;
 - (ii) In the case of completion of three (3) years' service, two percent (2%), seven (7) years, two percent (2%) and fifteen (15) years, two percent (2%) of their gross earnings between the date of their last anniversary date and the date of the last common cut- off date.

ARTICLE XI: CALL TIME

Section 1: Qualifying Conditions

Call Time applies to maintenance personnel only. Maintenance personnel shall receive two (2) hours Call Time at the straight time rate in addition to pay for time actually worked under the following conditions:

- (a) Call to work following a shift. When required to report for work after completing a designated shift.
- (b) Call to work on a designated day off. When required to report for work on a designated day off.
- (c) For any work performed on a holiday as specified in Article IX.

Section 2: Payment

- (a) The Employee shall receive a minimum payment of four (4) straight time hours including payment for Call Time and time worked.
- (b) Not more than one (1) basis shall be used to cover the same period of work.

ARTICLE XII: FAILURE TO SUPPLY WORK

Section 1: No Work

Any employee who reports to work and finds no work available due to reasons beyond their control, shall be entitled to two (2) hours pay at the usual rate. This shall not apply if the Company gives sufficient notice cancelling the scheduled shift.

Section 2: Where Work Commences

In the event that an Employee commences work on their shift and the operation closes prior to the completion of two (2) hours work, the Employee shall receive four (4)

hours pay at the Employee's regular rate, except where their work is suspended because of inclement weather or other reasons completely beyond the control of the Company, when two (2) hours must be paid.

ARTICLE XIII: HEALTH & WELFARE BENEFITS

Section 1: Institution

It is agreed that a Health and Welfare Plan be instituted in accordance with the principles hereinafter set out. The name of the Plan shall be: "PPWC – Forest Industry Health and Welfare Plan".

Section 2: Insurance Coverage

The following coverage will apply:

- (a) Group Life Insurance for each qualified Employee: One hundred and forty thousand dollars (\$140,000).
- (b) Accidental Death and Dismemberment Insurance for each qualified Employee: One hundred and forty thousand dollars (\$140,000).
- (c) Accidental Death and Dismemberment – twenty-four (24) hour coverage, the Plan includes coverage for accidents occurring at work.

- (d) Weekly Indemnity benefits consist of Employment Insurance rate, plus one hundred dollars (\$100) effective the month following ratification, for new claims.

The weekly benefit commencement date shall be based on the Group Benefits Schedule.

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 Unemployment Insurance Act”. The Employees’ 5/12th share of the premium reduction are retained as payment in kind in the provisions of the Weekly Indemnity Plan benefits.

Section 3: Medical Coverage

Medical coverage, including Extended Health Benefit coverage, shall be provided by the Company, at no cost to the Employee. The Extended Health Benefit coverage shall include:

- (a) Hospitalization coverage up to a maximum of eight dollars and fifty cents (\$8.50) per day.
- (b) Vision Care limit of four hundred dollars (\$400) per member or dependent in any twenty-four (24) month consecutive period (effective first of the month following ratification).

- (c) Physiotherapist/Massage Practitioners' limit five hundred and fifty dollars (\$550) per member or dependent per calendar year.
- (d) Chiropractors/Naturopathic Physicians' limit seven hundred dollars (\$700) per member or dependent per calendar year.
- (e) Orthopedic Shoes limit five hundred dollars (\$500) per adult, and three hundred dollars (\$300) per child, per calendar year.
- (f) Prescribed Orthotics limit effective two hundred dollars (\$200) per member or dependent per calendar year.
- (g) Hearing Aid coverage limits five hundred and fifty dollars (\$550) per member or dependent, every five years, unless alternate coverage is provided for.
- (h) Employees will be provided with a drug card for the purpose of purchasing prescription medications.

Section 4: General Principles

- (a) Premium cost for insurance shall be paid by the Company.
- (b) Participation in the Plan is a condition of employment.
- (c) Coverage for the Medical Services Plan and for the Extended Health Benefit will apply on the first day

of the month following the date of employment.

- (d) Casual Employees will not be entitled to benefit coverage.
- (e) Coverage during layoff will be provided as follows:
 - (i) Employees hired before June 1, 2010 with one (1) or more years of seniority – nine (9) months.
 - (ii) Employees with one or more years of seniority – 6 months.
 - (iii) Employees with more than four (4) months but less than one (1) year of seniority – three (3) months.
- (f) 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.

Also, 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.

- (g) There will be no duplication of Weekly Indemnity and Pension Plan payments.

- (h) Weekly Indemnity coverage will be eliminated for an Employee on an extended leave of absence under Article XV – Leave of Absence, Section 4: Discretionary Leave provided however that such Employee is eligible for Weekly Indemnity coverage on the agreed-upon day of return to work. In order to qualify for this coverage, the Employee must have returned to their place of residence in British Columbia unless their disability required them to be hospitalized and satisfies the requirements of the claims adjudication carrier.
- (i) Employees on extended leave of absence under Article XV – Leave of Absence, Section 4: Discretionary Leave 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 Company during such extended leave of absence.

Section 5: Dental Plan

- (a) A Dental Plan will be provided based on the following general principles:
 - (i) Basic dental services (Plan A) – Plan pays eighty percent (80%) of approved schedule of fees.

- (ii) Prosthetics, crowns, and bridges (Plan B) – Plan pays sixty percent (60%) of approved schedule of fees with a life-time maximum of two thousand five hundred dollars (\$2,500) for adults and a life-time maximum increase from two thousand five hundred dollars (\$2,500) to three thousand dollars (\$3,000) for children only. No waiting period is required.
 - (iii) Orthodontic (Plan C)– Plan pays sixty percent (60%) of approved schedule of fees with a life-time maximum effective of four thousand dollars (\$4,000) for plan member and dependents. No waiting period is required.
- (b) The principles set out in Section 4 shall apply to the Dental Plan.

Section 6: Long Term Disability Plan

A Long Term Disability Plan will be provided having a monthly benefit of \$1,800 for all claimants.

ARTICLE XIV: SENIORITY

Section 1: Principle

The Company recognizes the principle of seniority, competency considered.*

Section 2: Reduction and Recall of Forces

- (a) In the event of temporary job curtailment, the worker(s) put in motion as a result of the curtailment will revert to their last posted position.
- (b) In the event of a reduction of the forces, the last person hired shall be the first person released subject to the competency of the persons involved. Where a reduction of forces is caused by emergency conditions the application of seniority may be postponed for such period as may be necessary but not exceeding five (5) working days. If the Company decides to exercise its right under this provision it shall notify the Plant Committee as soon as possible.
- (c) When recalling forces after a layoff, an Employee shall be recalled in order of their seniority subject to the competency of the person involved, as per Appendix "A".
- (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 to apply their seniority to obtain a previously posted job or a regularly held position, subject to the competency of the person involved, as per Appendix "A".

Section 3: Retention during Layoff

It is agreed between parties that seniority during layoffs shall be retained on the following basis.

- (a) Regular Employees with less than one (1) years' service shall retain their seniority for a period of six (6) months.
- (b) Employees with one (1) or more years' service shall retain their seniority for one (1) year, plus one (1) additional month for each year's service, up to an additional six (6) months.
- (c) A laid-off Employee's seniority retention under (a) and (b) above is reinstated on the completion of one day's work.
- (d) It shall be the employer's responsibility to maintain an address file of their Employees and it shall be the Employee's responsibility to notify their employer in writing of any change of address.
- (e) Severance pay will be paid on expiration of recall rights at the rate of one (1) week's pay per year of service, to a maximum of twenty (20) weeks' pay.
- (f) If the plant is relocated the Value Added Employees will be retained. If the relocation is in excess of 50 km from the existing site, then the Employee will be given a choice of either severance pay or relocation.

Section 4: Job Posting

This section is covered in its entirety under Article XX – Training Agreement.

Section 5: Probationary Period

It is agreed that all Employees are hired on probation. The probation period shall be sixty (60) working days within one hundred and eighty (180) calendar day period. Upon completion of sixty (60) working days, they shall be regarded as Regular Employees.

Section 6: Seniority List

It is agreed that a Seniority List shall be supplied to the Union by the Company, twice during each calendar year, setting out the name and starting date of each regular Employee.

Section 7: Hiring Preference

When hiring new Employees, the following order of rehire shall take place.

- (i) Former Employees of the operation who have lost their seniority retention as a result of the last layoff in the operation and who did not take severance pay. Any Employee exercising preferential rights must submit application to the division office within six (6) months of layoff. All applications must be reactivated every six (6) months for consideration of hire.

- (ii) Laid off WFP Employees from other PPWC Local 8- certified operations.

All above hires will be considered as new Employees and must complete a sixty (60) day probationary period. There will be no carry over of benefits or holidays.

Section 8: Temporary Summer Students

The Company and the Union agree to the hiring of summer students under the following conditions:

- (i) Students will be enrolled as full time students.
- (ii) Students must be enrolled in a government accredited facility.
- (iii) Students will all start at the entry level job rate.
- (iv) Students will work a maximum of one hundred and twenty (120) calendar days. All benefits will be waived during this time.
- (v) Students will be recorded on a separate seniority list.
- (vi) Students may only be hired under this provision for a maximum of four (4) years and thereafter shall have their name removed from the student seniority list.

ARTICLE XV: LEAVE OF ABSENCE

Section 1: General

The Company shall grant leave of absence to Employees suffering injury or illness, subject to a medical certificate if requested by the Company.

Section 2: Maternity/Paternity Leave

The Company will grant a reasonable period of extended maternity/paternity leave without pay to Employees where there is a valid reason.

Section 3: Union Business

- (a) The Company will grant leave of absence to Employees who are appointed or elected to Union office for a period up to and including one (1) year. Further leave of absence may be granted by mutual consent. The Employee who obtains this leave of absence shall return to their 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 who are elected as representatives to attend Union meetings and Union conventions or as Members of any negotiating committee of the Public and Private Workers of Canada in order that they may carry out their duties on behalf of the Union.

- (c) In order for the Company to replace the Employee with a competent substitute, it is agreed that before the Employee receives this leave of absence, as set for in the clause (a) and (b) above, the Company will be given due notice in writing. In the case of (a), twenty (20) calendar days, and in the case of (b), three (3) calendar days' notice to the company is required.

Section 4: Discretionary Leave

Granting a leave is a matter between the Employee and the Company. The Company will consider length of service and will endeavor to arrange leave of absence to suit the Employee's wishes. Employees with ten (10) or more years of service will be given special consideration. Each and every request for leave of absence will be reviewed on its own merit.

The Company may grant leave of absence up to a maximum of one (1) year without pay to Employees for compassionate reasons or for industry-related education or training or extended vacation purposes, conditional of the following terms.

- (a) The Employee applies at least one (1) month in advance unless the grounds for such application could not reasonably be foreseen.
- (b) The Employee shall disclose the grounds for application.

- (c) The Company may grant such leave where a bona-fide reason is advanced by the applicant or may postpone leave for industry-related educational or training purposes where a suitable replacement is not available.
- (d) The Company may be required to consult with the Plant Committee in respect of any application for a leave under this section.
- (e) The Employee pays all benefits during said leave.
- (f) The Employee will supply the Company with a means of prepaying their benefits for the said leave. If the Employee fails to cover the cost of benefits, benefits will be discontinued. The Employee will be given adequate notice of cancellation of benefits; however, it will be the Employee's responsibility to notify the Company, in writing, of a forwarding address.
- (g) Employees requesting extended vacation leave must first use all their vacation entitlement for the year in question.
- (h) Total leaves of absence granted under this provision shall not exceed twelve (12) months leave in any five (5) year period.
- (i) The Employee is required to remit prescribed union dues to the PPWC, Local 8 for the duration of the leave.

Section 5: Bereavement Leave

When a death occurs to a member of a regular 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, or salary, for a maximum of three (3) days. 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, son-in-law's, daughter-in-law's, step-children, step-parents, grandparents, grandparent-in-laws, and grandchildren.

Section 6: Jury Duty

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

- (c) Hours paid for under the provision 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: Public Office

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

ARTICLE XVI: SAFETY COMMITTEE

The Company and the Union agree that the Company shall maintain a Safety Committee consisting of an equal number of representatives of the Company and the Employees and shall have a minimum of three (3), but no more than five (5) Members.

- (a) The Employee representatives will be elected by a vote supervised by the Union.
- (b) The Company will pay their regular straight time job rates to Employees for actual time spent attending meetings of the Safety Committee.

ARTICLE XVII: SAFETY EQUIPMENT

Section 1: Supplying of Equipment

The Company shall, where required by W.C.B. regulation, make the following safety equipment available at no cost to the Employee:

- Hearing protection (ear muffs and ear plugs)
- Non-prescription Eye protection
- Coveralls - for maintenance Employees and also the compacting crew (when painting is required).
- Respiratory protection
- Chain Saw Pants
- Leather Apron
- Hard Hat
- Gloves (shall be replaced only when returned worn beyond repair)

Section 2: Safety Equipment Allowance

The Company will pay each Employee a safety equipment allowance of one hundred and fifty dollars (\$150.00) per contract year on the anniversary date, provided they have worked six hundred (600) hours.

Section 3: Rain Gear

The Company will provide two (2) to three (3) sets of rain gear for Those Employees who are required to work in inclement weather. These sets of rain gear will be kept in a central location and are to be available to all Employees as needed.

ARTICLE XVIII: ADJUSTMENT OF GRIEVANCES & ARBITRATION

(a) Procedure:

The Company and the Union mutually agree that, when a grievance arises under the terms of this agreement, it shall be taken up in the manner established below.

Step one: The individual Employee involved shall first take up the matter with the supervisor directly in charge of the work, with or without a Shop Steward. This step one of the grievance procedure must be executed within twenty-one (21) days of the alleged infraction.

Step two: If the grievance is not satisfactorily settled, the same individual with the Plant Committee, shall take up the problem with a person designated by the Company.

Step three: If the grievance is not then satisfactorily resolved, it shall be referred to the Union and the Company.

Step four: If a satisfactory settlement is then not reached, it shall be dealt with by arbitration as set forth in Section (c) of this Article.

(b) Time Limits:

If a grievance is not advanced to the next stage, that is Step Two, Three, or Four 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 absence of the aggrieved Employee or the Plant Committee or the representative from the Local Union, the time limit shall not apply. The Union shall be bound to proceed in such a case as quickly as possible.

(c) Arbitration:

In the case of a dispute arising under this

Agreement, which the Parties are unable to settle between themselves as set out in Section (a) of this Article, the matter shall be determined by arbitration in the following manner.

- (i) The Parties shall select a single Arbitrator by mutual agreement. If the Parties fail to agree on the selection of the Arbitrator within twenty-one (21) days following the serving of notification in accordance with Section (c)(i) of this Article, they shall request appointment of an Arbitrator as provided for in the Labour Relations Code.
- (ii) No individual shall serve as Arbitrator who:
 - Either directly or indirectly has any interest in the subject of the arbitration.
 - Has participated in the grievance procedure preceding the arbitration.
 - Is, or has been, within a period of six (6) months, preceding the initiation of arbitration proceedings, employed by any local union of PPWC, or a company directly engaged in the forest products industry.
- (iii) The decision of the Arbitrator shall be final and binding on both Parties.
- (iv) The Arbitrator shall be required to hand down their decision within fourteen (14) days following completion of the hearing.

ARTICLE XIX: WAGES AND RATE STRUCTURE

Section 1: Rate Schedule

WAGE SUPPLEMENT	% Increase in Wages							
	3.0%	3.0%	2.5%	2.0%	2.0%	2.0%	2.0%	2.0%
	Effective Oct 15, 2021	Effective Oct 15, 2022	Effective Oct 15, 2023	Effective Oct 15, 2024	Effective Oct 15, 2025	Effective Oct 15, 2026	Effective Oct 15, 2027	Effective Oct 15, 2028
Certified Millwright	\$46.68	\$48.08	\$49.28	\$50.27	\$51.27	\$52.30	\$53.34	\$54.41
Certified Electrician	\$46.68	\$48.08	\$49.28	\$50.27	\$51.27	\$52.30	\$53.34	\$54.41
Certified Heavy-Duty Mechanic	\$46.68	\$48.08	\$49.28	\$50.27	\$51.27	\$52.30	\$53.34	\$54.41
Certified Planer Tech. 1** ** This position will be deleted and blue circled with current and last incumbent.	\$46.68	\$48.08	\$49.28	\$50.27	\$51.27	\$52.30	\$53.34	\$54.41
Planer Operator	\$36.37	\$37.46	\$38.40	\$39.17	\$39.95	\$40.75	\$41.57	\$42.40
Shipper	\$30.19	\$31.10	\$31.88	\$32.52	\$33.17	\$33.83	\$34.51	\$35.20
Production Chargehand	\$1.00/hr greater than the highest production rate supervised							
Grader/Planer	\$26.46	\$27.25	\$27.93	\$28.49	\$29.06	\$29.64	\$30.23	\$30.83
Grader/Resaw	\$26.46	\$27.25	\$27.93	\$28.49	\$29.06	\$29.64	\$30.23	\$30.83
Tallyman	\$26.46	\$27.25	\$27.93	\$28.49	\$29.06	\$29.64	\$30.23	\$30.83
Forklift Operator (Kiln)	\$25.71	\$26.48	\$27.14	\$27.68	\$28.23	\$28.79	\$29.37	\$29.96
Forklift Operator (Planer)	\$25.71	\$26.48	\$27.14	\$27.68	\$28.23	\$28.79	\$29.37	\$29.96

WAGE SUPPLEMENT	% Increase in Wages							
	3.0%	3.0%	2.5%	2.0%	2.0%	2.0%	2.0%	2.0%
	Effective Oct 15, 2021	Effective Oct 15, 2022	Effective Oct 15, 2023	Effective Oct 15, 2024	Effective Oct 15, 2025	Effective Oct 15, 2026	Effective Oct 15, 2027	Effective Oct 15, 2028
Forklift Operator (Shipping)	\$25.71	\$26.48	\$27.14	\$27.68	\$28.23	\$28.79	\$29.37	\$29.96
Resaw Operator	\$25.71	\$26.48	\$27.14	\$27.68	\$28.23	\$28.79	\$29.37	\$29.96
Green Stick Tallyman	\$25.71	\$26.48	\$27.14	\$27.68	\$28.23	\$28.79	\$29.37	\$29.96
Yard Utility	\$24.67	\$25.41	\$26.05	\$26.57	\$27.10	\$27.64	\$28.19	\$28.75
Hula-saw Operator	\$24.67	\$25.41	\$26.05	\$26.57	\$27.10	\$27.64	\$28.19	\$28.75
Sticks/Chipper	\$23.59	\$24.30	\$24.91	\$25.41	\$25.92	\$26.44	\$26.97	\$27.51
Planer Feeder	\$23.59	\$24.30	\$24.91	\$25.41	\$25.92	\$26.44	\$26.97	\$27.51
Green Chain Planer	\$23.59	\$24.30	\$24.91	\$25.41	\$25.92	\$26.44	\$26.97	\$27.51
Green Chain Resaw	\$23.59	\$24.30	\$24.91	\$25.41	\$25.92	\$26.44	\$26.97	\$27.51
Resaw Feeder	\$23.59	\$24.30	\$24.91	\$25.41	\$25.92	\$26.44	\$26.97	\$27.51
Stick Stacker East	\$23.59	\$24.30	\$24.91	\$25.41	\$25.92	\$26.44	\$26.97	\$27.51
End Stacker West	\$23.59	\$24.30	\$24.91	\$25.41	\$25.92	\$26.44	\$26.97	\$27.51
Compactor Operator	\$23.59	\$24.30	\$24.91	\$25.41	\$25.92	\$26.44	\$26.97	\$27.51
Stacker Helper	\$23.18	\$23.88	\$24.48	\$24.97	\$25.47	\$25.98	\$26.50	\$27.03
Compactor Helper	\$23.18	\$23.88	\$24.48	\$24.97	\$25.47	\$25.98	\$26.50	\$27.03
Clean up	\$23.18	\$23.88	\$24.48	\$24.97	\$25.47	\$25.98	\$26.50	\$27.03

Section 2: Wage Adjustments

(a) The Parties hereby agree that wages of all hourly rated employees covered by this Agreement shall be increased as follows, including those rates outlined above:

- Effective October 15, 2021 the wages of all hourly rated employees will be increased by three percent (3%).
- Effective October 15, 2022 the wages of all hourly rated employees will be increased by three percent (3%).
- Effective October 15, 2023 the wages of all hourly rated employees will be increased by two and a half percent (2.5%).
- Effective October 15, 2024 the wages of all hourly rated employees will be increased by two percent (2.0%).
- Effective October 15, 2025 the wages of all hourly rated employees will be increased by two percent (2%).
- Effective October 15, 2026 the wages of all hourly rated employees will be increased by two percent (2%).
- Effective October 15, 2027 the wages of all hourly rated employees will be increased by two percent (2%).

- Effective October 15, 2028 the wages of all hourly rated employees will be increased by two percent (2%).

(b) Lump Sum Payment Eligibility

- i) One-time Lump Sum for all employees hired before June 1, 2010.

Payment of a lump sum of one thousand (1,000) dollars will be paid to all active regular employees on the first pay period after October 15, 2021. Employees who are on leave and return to work in a full-time capacity after the day of payout shall be paid the lump sum upon returning to full duties.

- ii) Lump Sum in 2025:

Payment of an additional lump sum of one thousand (1,000) dollars will be paid to all active regular employees on the first pay period after October 15, 2025. Employees who are on leave and return to work in a full-time capacity after the day of payout shall be paid the lump sum upon returning to full duties.

Section 3: Shift Differentials

A shift premium of sixty cents (\$0.60) for all hours worked on afternoon and graveyard shift.

Shift differential is payable based on the shift designation (afternoon shift or graveyard shift) regardless of the hours worked during the designated shift.

Section 4: Grading Ticket

(a) Employees hired before June 10, 2010

All production employees holding lumber grading certificates will be grandfathered with the grading ticket rates listed below:

B Ticket	\$.50
A Ticket	\$.75
AA Ticket	\$1.00
All employees who hold a valid lumber grading certificates will be paid hourly premiums for all hours worked based on the above premiums.	

(b) Employee's hired after June 1, 2010

- i) All production employees holding lumber grading certificates will receive twenty-five cents (\$0.25) per hour premium for all hours worked.
- ii) Those production employees who are qualified and performing lumber grading jobs will receive an additional receive twenty-five cents (\$0.25) per hour. A person must hold a valid grading ticket to qualify for a grading position.

- (c) The Company will pay the course registration fees for Employees who wish to attend lumber grading classes, provided they maintain a minimum ninety percent (90%) attendance record at said classes. Any Employee not completing the classes or any Employee not maintaining the above attendance requirement will be required to reimburse the Company for the costs incurred by said Employee. In the event of unforeseen circumstances which prevent an Employee from maintaining the ninety percent (90%) attendance requirement, then reimbursement may be waived.

Section 5: First Aid Attendant Training & Premiums

Level 3	Occupational Rate plus \$1.00/hr
Level 2	Occupational Rate plus \$.55/hr
Level 1	Occupational Rate plus \$.35/hr

The Company will pay the cost of retraining for Occupational First Aid Certificates including lost time wages to designated duty first aid personnel. As well the Company will pay the retraining course cost for any Employees whom currently hold a Level 3 First Aid Ticket or held a Level 3 First Aid Ticket that lapsed within the three hundred and sixty-five (365) days prior

to the signing of this.

Section 6: Rate Determination Committee

Where a new job is created, or an existing one is substantially changed, the Union and Company will jointly establish a job rate, consistent with other jobs requiring comparable skill, effort and responsibility.

If the Union and Company cannot jointly establish a new rate, the Union shall submit a Notice of Classification Dispute. The Parties shall process the Classification Dispute through the grievance procedure, however, failing resolution, the Parties agree that the rate of pay shall apply until the expiry of the Collective Agreement at which time the Parties shall address the rate of pay in during collective bargaining. If the Parties agree to a higher rate of pay for the job, the Notice of Classification Dispute shall determine the time period for retroactively.

The Union and Company agree that a “substantial change” is one that materially and fundamentally alters the skill, effort and/or responsibility associated with a particular job.

Section 7: Maintenance Chargehand Rate

Maintenance Chargehand's will be paid their occupational rate plus ten percent (10%) for all hours worked and are only paid for actual hours worked.

ARTICLE XX: TRAINING AGREEMENT

- (a) There will only be regular positions and spare/trainee positions, with the provision of temporary positions which would fill absences of up to a maximum of one (1) year, at which time the position would be reviewed as a continuing temporary position or a regular position.
- (b) Upon receiving a posting for a spare/trainee, the Employee will receive a predetermined amount of training, depending on the job. This predetermined amount of time will be jointly determined by the Plant Committee and Management. If it is anticipated that the trainee is not going to successfully qualify, Management will notify the Plant Committee prior to terminating the training of the unsuccessful applicant. During this predetermined training period, the Employee may also decline the position. If this trainee declines the position, then the next senior person who signed the posting would be eligible for the training.

- (c) If the Employee is successful in qualifying for the spare/ trainee posting then they will have first right of refusal to fill the regular position, if and when, it becomes available.

If the Employee wishes to remain as spare/trainee then the regular position will be posted as a regular/trainee position. All of paragraph (b) above will apply to this regular position. It is understood that the incumbent spare/trainer will assume regular responsibilities until the new regular trainee is qualified. An Employee can hold only one (1) regular and one (1) spare/trainee position at any time. They can also hold a temporary position providing all provisions of Article XX paragraph (a) are met.

- i) An Employee can only apply for a spare/trainee position once every six (6) months provided they have qualified for a spare/trainee position during the same six (6) months.

ARTICLE XXI: CONTRACTORS AND SUBCONTRACTORS

As of the signing of this Agreement, the Company agrees that the introduction of a contractor or subcontractor will not result in the loss of employment for Employees within the bargaining unit or bargaining unit positions.

ARTICLE XXII: STRIKES AND LOCKOUTS

The Company and the Union agree that there shall be no strikes or lockouts by the Parties to this Agreement during the terms of this Agreement.

ARTICLE XXIII: RRSP

Section 1: Employer Contributions

The Company agrees to pay the hourly contribution, as outlined below, into individual Employee's RRSP accounts.

The RRSP contributions will increase over the term of the agreement to:

Year	Increase Date	Hourly Contribution
1	October 15, 2021	\$2.10
2	October 15, 2022	\$2.20
3	October 15, 2023	\$2.30
4	October 15, 2024	\$2.40
5	October 15, 2025	\$2.50
6	October 15, 2026	\$2.60
7	October 15, 2027	\$2.70
8	October 15, 2028	\$2.80

Hours worked will include time off on W.C.B., Weekly Indemnity, Statutory Holidays, regular holidays and all employment-related training.

Section 2: Employee Contributions

All Employees will be eligible to make a contribution to their existing individual RRSP account, through payroll deductions.

Contributions shall be made in set dollar amounts (based on \$5.00 increments) and will be deducted bi-weekly from regular payroll.

Once an Employee has completed a request for deductions, they must in writing, give two (2) weeks' notice of any changes. Employees will only be entitled to two (2) changes per year.

Section 3: Monthly Deposit

The Company agrees to deposit all RRSP contributions on a monthly basis.

Section 4: Contribution Withdrawals

The Value Added Group RRSP Plan is designed to be one element of an employee's overall retirement income savings plan and monies contributed to the Plan are intended to be available to the employee upon retirement. Consequently, the withdrawal or transfer of company contributions from the Plan is not permitted until the employee retires or the employment relationship otherwise ends.

ARTICLE XXIV: DURATION OF AGREEMENT

The term of the Collective Agreement shall be from the 15th day of October, 2021 to midnight the 14th day of October, 2029 and thereafter from year to year unless written notice of contrary intention is given by either Party to the other 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 14th day of October, 2029. 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.

DATED this ____ day of 2022.

FOR: Western Forest
Products Inc. (WFP)

FOR: Public and Private Workers
of Canada Local 8

Roger MacDougall
Director, Labour Relations

Rod Gallant
President, PPWC Local 8

Derek Haupt
General Manager, VAD

Ian McConnell
Plant Chair, PPWC Local 8

Kita Parker
Manager, HR & LR

FINAL

SUPPLEMENT NO. 1
WFP DRUG AND ALCOHOL POLICY CONDITIONS

1. In every case of reasonable cause or post-incident alcohol and drug testing, an appointed Union representative shall be permitted to take part in the investigation. After management has filled out the checklist, the Union representative shall receive a copy of the checklist, and any ensuing investigation report. In the absence of such representative being physically available, the employee can choose an available worker of their choice, as their representative.
2. All employees subjected to any investigation action under the policy have the right to Union representation at every step of the investigation, including being present during testing, but not physically present during the taking of the sample.
3. Upon request from the employee, they will be given their test results and any final MRO reports or SAP assessments (that may be done).

APPENDIX “A” COMPETENCY

In the context of Article XV, Seniority of the Collective Agreement between WFP Value Added and P.P.W.C., Local 8, the Union’s understanding of the terms “competency” and “competency considered” is as follows.

- (a) The Employee is able to satisfactorily perform all aspects of the job in question as required to Company standards (this is not to say the Employee must be the most qualified or competent Employee).
- (b) The Employee has all the qualifications necessary to perform the job.

e.g.: In order to work as a lumber grader, an Employee would reasonably be expected to have a grading ticket and/or grading knowledge before being considered for a lumber grading position.

In order to work as an electrician, an Employee must be certified and qualified electrician.

APPENDIX “B”
LOU APPRENTICE TRAINING PROCESS

Appendix B will not be placed into the current collective agreement. However, it is understood that Appendix B respecting Apprenticeship Training is a valid LOU as agreed by the parties during negotiations for the 2016-2021 collective agreement.

FINAL

RATE SCHEDULE

Collective Agreement Date	Wage Adjustment	Lump Sum Payment
October 15, 2021	3.0%	\$1000.00*
October 15, 2022	3.0%	
October 15, 2023	2.5%	
October 15, 2024	2.0%	
October 15, 2025	2.0%	\$1000.00**
October 15, 2026	2.0%	
October 15, 2027	2.0%	
October 15, 2028	2.0%	

*One-time Lump Sum for all employees hired before June 1, 2010: Payment of a lump sum of one thousand (1,000) dollars will be paid to all active regular employees on the first pay period after October 15, 2021. Employees who are on leave and return to work in a full-time capacity after the day of payout shall be paid the lump sum upon returning to full duties.

** Lump Sum in 2025: Payment of an additional lump sum of one thousand (1,000) dollars will be paid to all active regular employees on the first pay period after October 15, 2025. Employees who are on leave and return to work in a full-time capacity after the day of payout shall be paid the lump sum upon returning to full duties.

FINAL

END OF DOCUMENT

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