



# **COLLECTIVE AGREEMENT**

## **2021-2028**

WESTERN FOREST PRODUCTS INC.

Ladysmith Sawmill Operation

and

PUBLIC AND PRIVATE WORKERS OF CANADA

Local No. 8

Effective January 1, 2021

## **LABOUR AGREEMENT 2021 - 2028**

BETWEEN:

**Western Forest Products Inc.**  
**Ladysmith Sawmill Operation**  
(Hereinafter known as the “COMPANY”)

AND:

**PUBLIC AND PRIVATE WORKERS OF CANADA, LOCAL NO 8**  
(Hereinafter known as the “UNION”)

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PREAMBLE:

The purpose of this Agreement is to secure for the Company, the Union and the employees the full benefits of orderly and legal collective bargaining, and to ensure to the utmost extent possible the safety and physical welfare of the 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 and the Union and the employees to co-operate fully, individually and collectively, for the advancement of said conditions.

The Company and the Union agree to abide by the terms set out in this Agreement. The Union further agrees that it will at all times instruct its members to act in accordance with the terms contained in this Agreement. The Company agree in the exercise of the functions of Management, that the provisions of this Agreement will be carried out.

Wherever a masculine reference is used in this Agreement it shall be deemed to include the equivalent feminine reference.

## **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

Ladysmith, B.C.

Except confidential employees, office employees and those employees with the authority to hire or discharge.

- (b) It is agreed that 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 in Article XXIII, Section 1, Step Four, and in the event of failure to reach a satisfactory settlement it shall be dealt with by arbitration as set forth in Article XXIV, Section 1.
- (c) The Union agrees to issue a withdrawal card to employees transferred from the bargaining unit to a job outside the bargaining unit providing that no dispute arises within the meaning of Clause (b) herein.

## Section 2: Meetings

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

## Section 3: Local Level Agreements

Effective June 15, 1997, all local level understandings between the Company and the Union will be expressed in jointly signed Letters of Understanding. This provision will not prevent or prohibit joint signing of Labour Management Committee Minutes which are used to record the proceedings of Labour Management meetings.

## Section 4: Bargaining Authority

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

## Section 5: Access to Operation

Official Union representatives shall obtain access to the Company's operation for the purpose of this Agreement by verbal or electronic means (email or text), which will be granted by the Company on request and subject to such reasonable terms and conditions as may be laid down by the Company.

# **ARTICLE II - EMPLOYER'S RIGHTS**

## Section 1: Management and Direction

The management and the operation of, and the direction and promotion of the working forces is vested exclusively in the Management; provided, however, that this will not be used for purposes 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 foremen the policy herein expressed.

### **Section 2: Union Shop**

All employees who entered the employment of the Company on or after the 15th day of June, 1954, and all new employees, shall become members of the Union and maintain membership therein throughout the term of this Agreement, as a condition of continued employment.

It is understood that this Section has no effect on Article XV, Section 5 (Probationary Period) and that employees do not have to be members of the Union as a condition of being hired.

### **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

Any employee who fails to maintain his membership in the Union as prescribed herein by reason of refusal to pay dues and assessments shall be subject to discharge after seven

(7) days' written notice to the Company of the said employee's refusal to maintain his membership.

#### Section 5: Union Membership

- (a) No employee shall be subject to any penalties against his application for membership or reinstatement, except as may be provided for in the P.P.W.C. Constitution.
- (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

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, said forms to be forwarded to the Union not later than fifteen (15) calendar days following the date of hiring.



PUBLIC AND PRIVATE WORKERS OF  
CANADACHECK-OFF

Starting Date ..... 20.....

.....  
Name of Employer

.....  
Name of Employee

.....  
Address

.....  
Postal Code

.....  
Phone.....  
(Please Print)

.....  
Social Insurance  
Operation Number.....

Are you a Member of the P.P.W.C.? .....

In what operation were you last employed?  
.....

Local Union .....

I HEREBY AUTHORIZE AND INSTRUCT YOU TO DEDUCT FROM  
MY WAGES AND REMIT TO LOCAL.....THE FOLLOWING

**PAYMENT OF THE AMOUNT SETOUT BELOW:**

1. Union Initiation Fees in the amount of \$ .....
2. Union Back Dues in the amount of \$ .....
3. Union Dues \$ ..... per month, commencing .....  
20.....
4. Union Assessments in the amount and at the time stated in  
notice received by you from the Local Union designated above.  
Clock No. ....

**APPLICATION FORM MEMBERSHIP**

I hereby request and accept membership in the Private and Public Workers of Canada, local ....., and agree to abide by the constitution and by-laws of the organization. In case of misstatement of qualifications for membership I agree to forfeit all rights, privileges and monies paid.

.....  
Signature of Applicant-Employee

This assignment in the case of employees already members of the Union shall be effective immediately, and for those employees not previously members of the Union, it shall become effective thirty (30) calendar days from the date of execution.

The Local Union shall notify the Company by letter of the amount of back dues owed by new employees and copies of such letter shall be furnished to the employee and the Shop Committee.

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: Issuing of Discipline

The Company will ensure that whenever an employee is disciplined for any reason, a Union Shop Steward, available at the time of discipline, shall be present. In the absence of a Union Shop Steward, the employee can choose an available worker of their choice as their representative.

## **ARTICLE IV - SHOP COMMITTEE**

### **Section 1: Definition**

For the purpose of this Agreement when the term “Shop Committee” is used, it shall mean Plant Committee, members of which are elected by the Union.

### **Section 2: Composition**

The Shop Committee shall consist of up to three (3) employees who have completed their probationary period with the Company and who are members of the Union.

### **Section 3: Notification**

The Union will, within sixty (60) days from the date of this Agreement, notify the Company in writing of the members of the Shop Committee. The Plant Committee will inform the Company in writing when any member change takes place on the said Committee. No member of the Plant 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 XVII - Occupational Health and Safety Committee, where the members are elected subject to Article XVII Section 1
- (c) or may be designated in accordance to the provisions of the Workers' Compensation Act.

## **ARTICLE V - 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 (x1.5) for any hours worked over eight (8) hours per day and forty (40) hours per week, except as provided 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.

- Item (ii) above shall not apply to employees who work Sunday as a regularly scheduled day.
- (iii) For purposes of (b) herein a Statutory Holiday shall be considered a shift worked.
- (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 due 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) The following are exceptions to Clauses (a) and (b), namely:
- (i) Firefighters;
  - (ii) Employees on tugboats as defined in the Employment Standards Act Regulations;
  - (iii) Watchmen employed in sawmills where operations are suspended.

## Section 2: Alternate Shift Scheduling (Effective from September 15, 2004)

- (a) Notwithstanding Article V, Section 1, management shall have the right to implement other schedules, which may include Saturdays and Sundays, without overtime penalty, provided the principle of the forty (40) hour week is maintained over an averaging period.

- (b) When alternative schedules have been implemented in accordance with (a) above, the following overtime provisions will apply:
  - A. 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.
  - B. Double straight-time rates shall be paid for the following:
    - (i) All hours worked in excess of A(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.

- (c) Supplement No. 4 - Alternate Shift Scheduling contains the agreed upon general principles and parameters for the establishment, implementation or discontinuance of alternate shift schedules.

### Section 3: Casual Work

- (a) The term “casual work” as used in this Agreement shall apply only to work performed on Saturday and/or Sunday by either laid-off regular employees or other persons hereinafter referred to as “casual employees”.
- (b) All casual work will be paid for at straight time job rate, except as provided for in Section 1(a).
- (c) Regular laid-off employees shall not be classified as casual employees, and shall have preference for available work over the said casual employees.

### Section 4: 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. It is agreed that overtime rates will



apply when the regular daily or weekly work limit has been exceeded.

- (b) For the purpose of this Section, employees shall be operating millwrights, maintenance workers, and watchmen.

### Section 5: Tuesday to Saturday

It is agreed that maintenance, repair 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 except as provided in Section 1(b), provided the employee has met the requirements of Section 1(a). 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 Monday at the request of the Company the rate of pay will be rate and one-half provided the employee completes forty (40) hours in the work week.

### Section 6: Completion of Afternoon Shift

- (a) It is agreed between the Parties that if two (2) 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 Friday or after midnight preceding a Statutory Holiday 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 season of the Statutory Holiday.

### Section 7: Three-shift Operations

- (a) The Company shall have the right to operate the 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 Company'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 Company 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.

### Section 8: Swing Shift

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

### Section 9: Rest Periods

- i. All employees in manufacturing plants shall be entitled to two (2) ten minute rest periods during each regular shift, provided always that the Company shall have the right to use relief employees in implementing this provision.
- ii. A “straight eight (8) hour” shift may also be implemented which combines the two (2) ten (10) minute coffee breaks into a twenty (20) minute paid lunch break.

## Section 10: Hot Meals

Where employees are required to work two (2) hours or more overtime beyond their normal shift, on an unplanned basis, the Company shall provide a hot meal allowance of eighteen dollars and fifty cents (\$18.50) that will be added to the employee's pay. If an actual meal is required due to an employee's medical condition, it will be made available instead, up to the same value, if requested

## Section 11: 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.

# **ARTICLE VI - 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 changes in working methods or facilities which would involve the discharge or laying off of employees.

## Section 2: Joint Committee

It is agreed that a joint committee will be established to consider technological changes in progress and make recommendations to the Parties to assist them in ameliorating the effect of such changes. The committee will meet with the provincial and federal representatives concerned with retraining of manpower.

## Section 3: Retraining

The Company shall co-operate with government agencies and participate in programs offered for training or retraining of employees so affected.

## Section 4: 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 his regular job at the time of the setback for a period of three (3) months and for a further period of three (3) months he will be paid an adjusted rate which will be midway between the rate of his regular job at the time of the setback and the rate of his new regular job. At the end of this 6-month period the rate of his new regular job will apply. However, such employee will have the option of terminating his employment and accepting severance pay as outlined in

Section 5 below, providing he exercises this option within the above-referred-to 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 XV - Seniority brought on by mechanization, technological change or automation he will receive the rate of his regular job at the time of the setback for a period of three (3) months and for a further period of three (3) months he will be paid an adjusted rate which will be midway between the rate of his regular job at the time of the setback and the rate of his new regular job. At the end of this 6-month period the rate of his new regular job will apply.

#### Section 5: Severance Pay

- (a) Employees discharged, laid off or displaced from their regular job because of mechanization, technological change or automation shall be entitled to severance pay of seven (7) days pay for each year of service with the Company. The amount calculated under such entitlement shall not exceed a maximum of thirty (30) weeks pay. This Section shall not apply to employees covered by Section 4(b) above.

- (b) Upon date of ratification, for clarification, severance pay is only paid under this Article after the employee-employer relationship is severed and all seniority rights have been extinguished. When an application of technological change as in 4(a) above has occurred and the employee directly affected by technological change does not opt for severance pay, employees below the directly affected employee will be offered severance pay in seniority order until one employee accepts his severance pay. If no employee opts for severance pay the last person on the seniority list shall be severed and will receive the severance pay due to him in accordance with this Article. No severance pay is payable until the set back employee(s) has declared his intention to either accept a setback position or terminates his employment. Severance is only payable following the affected employee(s) last day of work.

### Section 6: Option

Employees laid off from their regular jobs because of mechanization, technological change or automation 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.

## **ARTICLE VII - SAWMILL RATE DETERMINATION PROGRAM**

As Western Forest Products is no longer affiliated with Forest Industrial Relations, it is necessary that the Company and the Union jointly develop a new sawmill rate determination process.

## **ARTICLE VIII - WAGES**

### Section 1: Rates:

The Parties hereby agree that wages of all hourly rated employees covered by the Agreement shall be increased as follows:

- Effective upon ratification of the collective agreement, the wages of all hourly rated employees will be increased by three percent (3%) with retroactive payments back to January 1, 2021.
- Effective January 1, 2022 the wages of all hourly rated employees will be increased by three percent (3%).
- Effective January 1, 2023 the wages of all hourly rated employees will be increased by two percent (2%).



- Effective January 1, 2024 the wages of all hourly rated employees will be increased by two and a half percent (2.5%).
- Effective January 1, 2025 the wages of all hourly rated employees will be increased by two percent (2%).
- Effective January 1, 2026 the wages of all hourly rated employees will be increased by two percent (2%).
- Effective January 1, 2027 the wages of all hourly rated employees will be increased by two percent (2%).
- Effective January 1, 2028 the wages of all hourly rated employees will be increased by two percent (2%).

WAGE SUPPLEMENT		% Increase in Wages							
		3.0%	3.0%	2.0%	2.5%	2.0%	2.0%	2.0%	2.0%
		Effective Jan 1, 2021	Effective Jan. 1, 2022	Effective Jan. 1, 2023	Effective Jan. 1, 2024	Effective Jan. 1, 2025	Effective Jan. 1, 2026	Effective Jan. 1, 2027	Effective Jan 1, 2028
Group 1	Clean Up	\$27.12	\$27.93	\$28.49	\$29.20	\$29.79	\$30.38	\$30.99	\$31.61
Group 4		\$27.78	\$28.61	\$29.18	\$29.91	\$30.51	\$31.12	\$31.75	\$32.38
Group 5	Clean Up Tractor/Loader Operator	\$28.03	\$28.87	\$29.45	\$30.19	\$30.79	\$31.41	\$32.03	\$32.67
	Bin Tender								
	Labeller								
	#1 Slab Dropgate Operator								
Group 6	Package Press Operator	\$28.44	\$29.29	\$29.88	\$30.62	\$31.24	\$31.86	\$32.50	\$33.15
	Sawmill Endstacker Operator								
	Planer Endstacker Operator								
	Twin Chipper Operator								
Group 8	Inside Boom Boat Operator	\$29.16	\$30.04	\$30.64	\$31.41	\$32.03	\$32.67	\$33.33	\$34.00
	Forklift Operator								
	Planer Feeder								
	Trimspotter								

		3.0%	3.0%	2.0%	2.5%	2.0%	2.0%	2.0%	2.0%
		Effective Jan 1, 2021	Effective Jan. 1, 2022	Effective Jan. 1, 2023	Effective Jan. 1, 2024	Effective Jan. 1, 2025	Effective Jan. 1, 2026	Effective Jan. 1, 2027	Effective Jan 1, 2028
Group 9	966 Scow Loader Operator	\$29.59	\$30.48	\$31.09	\$31.87	\$32.50	\$33.15	\$33.82	\$34.49
	Prentice Crane Operator								
	Planer Set Up Man								
Group 10	Head Boom Man	\$30.05	\$30.95	\$31.57	\$32.35	\$33.00	\$33.66	\$34.33	\$35.02
	Pony Edger Operator								
Group 11	Mechanical Debarker/Log Cut off Saw Operator/ Oiler 1	\$30.60	\$31.52	\$32.15	\$32.95	\$33.61	\$34.28	\$34.97	\$35.67
	Small Log Line Debarker/ Log Cutoff Saw Operator								
Group 12	Planerman#2	\$31.13	\$32.06	\$32.70	\$33.52	\$34.19	\$34.87	\$35.57	\$36.28
Group 13	Canter Operator	\$31.61	\$32.56	\$33.21	\$34.04	\$34.72	\$35.42	\$36.12	\$36.85
Group 14	Edgerman	\$32.15	\$33.12	\$33.78	\$34.62	\$35.32	\$36.02	\$36.74	\$37.48
	Planerman#1								
	NLG Grader								
Group 16	Grade Control/Tally Inspector	\$33.15	\$34.15	\$34.83	\$35.70	\$36.41	\$37.14	\$37.88	\$38.64
Group 20	Quad Saw Operator (Four Movealbe Saws)	\$35.37	\$36.43	\$37.15	\$38.08	\$38.85	\$39.62	\$40.41	\$41.22

The rates resulting from the application of the conversion percentages herein will be rounded as follows:

- 0 to .49 – down to the nearest cent
- .50 to .999 – up to the nearest cent

(a) Lump Sum Payments

i) Signing Bonus:

- An additional lump sum payment of one thousand (1,000) dollars will be paid to all active regular employees upon ratification of this collective agreement. 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 January 1, 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.

iii) Quarterly Lump Sum Payments:

<b>YEAR</b>	<b>Total Annual Lump Sum</b>	<b>Quarterly Payment Amount</b>
1	\$3,000	\$750
2	\$3,000	\$750
3	\$3,000	\$750
4	\$3,000	\$750
5	\$3,000	\$750
6	\$2,000	\$500
7	\$2,000	\$500
8	\$2,000	\$500

a. Quarterly Lump Sum Payment Eligibility and Qualifying Conditions:

- Payable on a quarterly basis to active regular employees defined as those working and receiving pay on January 1, April 1, July 1, October 1 of each applicable year.
- Employees who are on leave, who return to work in a full-time capacity after the day of payout or a new employee hired in the previous quarter shall be paid a pro-rated amount based on hours worked.
- Payment will be pro-rated based on hours worked when the mill is producing lumber.

(b) Trades Wage Premium

Certified Tradespeople will receive a premium of seventy-five (75) cents per hour for all hours worked.

(c) Certified Tradespeople shall be grouped as follows:

Certified Manufacturing Tradespeople

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**Group I**

<b>% Increase</b>	<b>3.0%</b>	<b>3.0%</b>	<b>2.0%</b>	<b>2.5%</b>	<b>2.0%</b>	<b>2.0%</b>	<b>2.0%</b>	<b>2.0%</b>
	Effective Jan 1, 2021	Effective Jan. 1, 2022	Effective Jan. 1, 2023	Effective Jan. 1, 2024	Effective Jan. 1, 2025	Effective Jan. 1, 2026	Effective Jan. 1, 2027	Effective Jan 1, 2028
Electrician	\$42.57	\$43.85	\$44.72	\$45.84	\$46.76	\$47.69	\$48.65	\$49.62
Heavy Duty Mechanic	\$42.57	\$43.85	\$44.72	\$45.84	\$46.76	\$47.69	\$48.65	\$49.62
Millwright	\$42.57	\$43.85	\$44.72	\$45.84	\$46.76	\$47.69	\$48.65	\$49.62
Uncertified Millwright	\$41.02	\$42.26	\$43.10	\$44.18	\$45.06	\$45.96	\$46.88	\$47.82
Improver (Last 6 Months of Appren.) - 90%	\$38.31	\$39.46	\$40.25	\$41.26	\$42.08	\$42.92	\$43.78	\$44.66
Improver (3rd Yr of Appren. Complete) - 89%	\$37.89	\$39.03	\$39.81	\$40.80	\$41.62	\$42.45	\$43.30	\$44.16
Improver (2nd Yr of Appren. Complete) - 85%	\$36.18	\$37.27	\$38.01	\$38.97	\$39.74	\$40.54	\$41.35	\$42.18
Improver (1st Yr of Appren. Complete) - 83%	\$35.33	\$36.39	\$37.12	\$38.05	\$38.81	\$39.59	\$40.38	\$41.19
Helper - 82%	\$34.91	\$35.95	\$36.67	\$37.59	\$38.34	\$39.11	\$39.89	\$40.69

**Group II**

% Increase	3.0%	3.0%	2.0%	2.5%	2.0%	2.0%	2.0%	2.0%
	Effective Jan 1, 2021	Effective Jan. 1, 2022	Effective Jan. 1, 2023	Effective Jan. 1, 2024	Effective Jan. 1, 2025	Effective Jan. 1, 2026	Effective Jan. 1, 2027	Effective Jan 1, 2028
Planer Mechanic	\$42.29	\$43.56	\$44.43	\$45.54	\$46.45	\$47.38	\$48.32	\$49.29
Uncertified Planer Mechanic	\$40.74	\$41.96	\$42.80	\$43.87	\$44.75	\$45.65	\$46.56	\$47.49
Planer Mechanic with MWTQ	\$42.29	\$43.56	\$44.43	\$45.54	\$46.45	\$47.38	\$48.32	\$49.29

**Filing Room**

% Increase	3.0%	3.0%	2.0%	2.5%	2.0%	2.0%	2.0%	2.0%
	Effective Jan 1, 2021	Effective Jan. 1, 2022	Effective Jan. 1, 2023	Effective Jan. 1, 2024	Effective Jan. 1, 2025	Effective Jan. 1, 2026	Effective Jan. 1, 2027	Effective Jan 1, 2028
Benchman	\$43.65	\$44.96	\$45.86	\$47.01	\$47.95	\$48.91	\$49.88	\$50.88
Circular Saw Filer	\$41.43	\$42.67	\$43.53	\$44.62	\$45.51	\$46.42	\$47.35	\$48.29
Saw Fitter	\$40.88	\$42.10	\$42.94	\$44.02	\$44.90	45.80	\$46.71	\$47.65



- (d) The Parties agree to be bound by the Supplement #3 titled "Apprentices".
- (e) The Company will pay for the cost of the course and necessary text books when a previously unticketed employee undertakes his training for an Occupational First Aid Level 2 or 3 ticket for the first time. On subsequent renewals for these tickets, the Company will pay also for lost time wages for First Aid Attendants.
- (f) Upon attaining certificates from the WorkSafe BC the following premiums will be paid:

Occupational Rate & Premiums:

- Level 2 - Fifty cents per hour (50¢/hr.)
- Level 3 - One dollar per hour (\$1.00/hr.)

## Section 2: Graders and Tallymen

- (a) Graders and grader-tallymen with grading certificates shall receive a premium of twenty-five cents (.25) per hour. To perform grading and/or tallymen duties the employees must possess a valid grading certificate. Those employees who have historically performed grading and/or tallymen duties without a valid certificate will be grandfathered for the purpose of Section 2(a).

- (b) Grading tickets shall be permanent and valid certificates.
- (c) All graders holding grading tickets shall attend upgrading classes as required.
- (d) 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.
- (e) Other employees who possess valid grading certificates and work in the production process from the log deck to the greenchain in sawmills and from the break- down to the tie-up or stacker or bundler in planermills shall also receive the premium of twenty-five cents (25¢) per hour.

### Section 3: Tools

- (a) Insurance:
  - (i) 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.

- (ii) 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 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 fifty dollars (\$50.00) in respect of each employee's claim.

(b) Damaged or Broken:

The Company will repair or replace tools damaged or broken in the performance of regular duties. All tools replaced by the Company will be replaced by tools of the same or similar quality.

(c) Metric Tools:

The Company will make available tradesmen's tools required upon the introduction of the metric system.

#### Section 4: Rate Revision

The wage scale attached hereto, Supplement No.1, is approved by both Parties and may, subject to mutual consent of both Parties, be revised once annually. In the event of an unresolved rate dispute the Union may refer the issue to a mutually agreed third party for resolution.

#### Section 5: Shift Differential

The first shift, which may vary in individual operations, is the recognized day shift. Hours worked outside the recognized day shift will be regarded as the second and third shifts. Premium rate of sixty cents (60¢) per hour will be paid for second and third shifts. A day shift employee working in excess of eight (8) hours will be paid the appropriate overtime rate without the differential. Persons employed other than on regular shifts shall be paid the sixty cent (60¢) premium rate for all hours worked outside the recognized day shift.

#### Section 6: Jobs and Equipment

The following provisions shall apply to new or significantly revised jobs and/or equipment:

- (a) Advance notice of change to Local Union.

- (b)
  - (i) New jobs shall be posted in accordance with Article XV, Section 4(a).
  - (ii) Significantly revised jobs shall be posted if requested by the plant committee.
- (c) An employee shall receive the rate of his previously held job until such time as a new rate is negotiated.
- (d)
  - (i) The applicant shall have the right to revert to his original job within thirty (30) working days providing his old job still exists.
  - (ii) Management shall have the right to postpone the reversion to permit the training of a replacement.
- (e) When a permanent rate is agreed upon the employee shall receive the difference between that rate and his interim rate from the date he started the new or revised job.
- (f) Rate negotiations to be guided by the following principles:
  - (i) Job analysis to be based on all factors including skill, knowledge, responsibility and job conditions.
  - (ii) Failing satisfaction at the local level the Union would have the right of referral to a Senior Union authority.

### Section 7: Chargehand Rate

Notwithstanding other provisions of this agreement, the selection of a Chargehand(s) will be solely at the Company's discretion.

All past practices related to Chargehand payment are here by eliminated and Chargehand's will be paid their occupational rate plus ten percent (10%) for all hours worked.

### Section 8: Rates

The general wage increase provided for in Section 1(a) has been incorporated into all rates under this Article.

## **ARTICLE IX - PAYDAYS**

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

## **ARTICLE X - STATUTORY HOLIDAYS AND FLOATING HOLIDAY**

### **Section 1: Manufacturing Plants**

- (a) All employees in manufacturing plants who work on New Year's Day, Family Day, the designated Easter Holiday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day shall be paid rate and one-half for all hours so worked.
- (b) At the option of the Company, but wherever possible by mutual agreement with the Shop Committee, either Good Friday or Easter Monday shall become the designated Easter Holiday, and the Company shall notify its employees of the designation at least one (1) week prior to the said holiday.
- (c) An hourly rated employee in a manufacturing plant who qualifies for any of the holidays named in Section 1(a) herein, in accordance with the conditions set out in Section 2, shall be paid for the said holiday at his regular job rate of pay for his regular work schedule.

## Section 2: Qualifying Conditions

- (a) An employee, to qualify for Statutory Holiday pay, must comply with each one of the following three conditions:
  - (i) Have been on the payroll thirty (30) calendar days immediately preceding the holiday.
  - (ii) Have worked his last regularly scheduled work day before, and his first regularly scheduled work day after the holiday, unless his absence is due to illness, compensable occupational injury, or is otherwise authorized by the employer.
  - (iii) Notwithstanding (ii) above, the employee must have worked one day before and one day after the holiday, both of which must fall within a period of ninety (90) calendar days.
- (b) In case of injury or illness in (ii) above the employer shall have the right to request a medical certificate.
- (c) Employees while on leave of absence under Article XVI, Section 7(a) or any employees while members of a negotiating committee under Section 7(b) thereof shall not qualify for paid Statutory Holidays



### Section 3: Saturday and Sunday Holidays

In the event one of the within-named Statutory Holidays falls on a Saturday, the Statutory Holiday will be observed on the preceding Friday, if the Statutory Holiday falls on a Sunday it will be observed in the succeeding Monday. The Company is permitted the flexibility to alternate between the Friday and Monday, by providing the Union with fifteen (15) calendar days' notice and a bonafides business reason for the required change.

### Section 4: Weekly Work Schedule

Hours paid as Statutory Holiday pay shall not be included in the weekly work schedule.

### Section 5: Holiday Shift

An employee working on a paid holiday shall be paid in addition to his holiday pay rate and one-half for any hours worked on a shift designated as the "holiday shift".

### Section 6: Casual Employees

It is agreed that casual employees shall not qualify for Statutory Holiday pay.

## Section 7: Arrangement for Change

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.

## Section 8: Personal Floating Holiday

This Personal Floating Holiday is in lieu of the proposed Heritage Day but this Section shall come into operation on its effective date even if Heritage Day has or has not been proclaimed.

### (a) Personal 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.

### (b) Qualifying Conditions

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

- (i) A new employee must have been on the payroll for not less than 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 his Personal Floating Holiday. The employee shall receive notice of the disposition of his request a minimum of 72 hours prior to the requested Personal Floating Holiday.
- (iv) If an employee is required to work on his Personal Floating Holiday after a definite date has been designated for such holiday, the employee shall be paid overtime for such work at the rate of time and one-half. The employee will then be entitled to take the holiday with pay at a later date to be mutually agreed upon.
- (v) Personal Floating Holiday not taken or scheduled before December 31 of each contract year will be paid out in the first pay period ending after January 1 of each contract year.

- (vi) Where an employee chooses Saturday, Sunday *or a rest day* as a Personal Floating Holiday, straight time rates will apply
- (vii) With the agreement of the Company, an employee may waive the right to a Personal Floating Holiday, with pay in lieu.

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## ARTICLE XI – VACATIONS WITH PAY

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

### Section 1: Entitlement

The annual vacation for employees covered by this Agreement shall be:

QUALIFYING PERIOD	WEEKS OF ANNUAL VACATION ENTITLEMENT	VACATION PAY RECEIVED
Less than 1 year service	0	4%
1 year service completed, but less than 2 years service	2*	5%
2 years service completed, but less than 7 years service	3*	7%
7 years service completed, but less than 15 years service	4*	9%
15 years service completed, but less than 24 years service	5**	11%
24 years service completed, but less than 30 years service	6**	13%
30 years service completed or greater	7**	15%

\* *Subject to the provisions of Section 3 herein*, the additional one (1) week vacation provided for in this Section may be taken when convenient for the Company but does not have to be consecutive with the vacation period provided for in Section 1 herein.

\*\* Subject to the provisions of Section 3 herein, the additional week(s) of vacation provided for in this Section may be taken consecutively.

## Section 2: Entitlement – Employees Hired After July 25, 2010

The annual vacation for employees covered by this Agreement and hired after July 25, 2010 shall be:

QUALIFYING PERIOD	WEEKS OF ANNUAL VACATION ENTITLEMENT	VACATION PAY RECEIVED
Less than 1 year service	0	4%
1 year service completed, but less than 2 years service	2*	5%
2 years service completed, but less than 7 years service	3*	7%
7 years service completed, but less than 15 years service	4*	9%
15 years service completed, but less than 24 years service	5**	11%

\* *Subject to the provisions of Section 3 herein*, the additional one (1) week vacation provided for in this Section may be taken when convenient for the Company but does not have to be consecutive with the vacation period provided for in Section 1 herein.

\*\* Subject to the provisions of Section 3 herein, the additional week(s) of vacation provided for in this Section may be taken consecutively.

### Section 3: Vacation Time

- (a) Vacations for employees shall be taken at such time as mutually agreed upon by the Shop Committee and the Company when quantity and regularity of production shall not be impaired.
- (b) Employees will have the option of taking all or part of their earned vacations, subject to the provisions of the Employment Standards Act.

### Section 4: Payment of Vacation Pay

- (a) The calculation of the vacation pay amount developed by the percentage of gross wages method will be completed and paid to the employee within fourteen (14) days of the common vacation pay cut-off date or the employee's anniversary date. The Company's present cut-off or

anniversary date method shall be continued unless a change is agreed upon between the Company and the Local Union.

- (b) On the date when an employee completes one (1), two (2), seven (7), fifteen (15), twenty-four (24), or thirty (30) years' 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 per cent (1%) of his gross earnings between the date of employment and the date of the last common cut-off date;
  - (ii) In the case of two (2), seven (7), fifteen (15), twenty-four (24), or thirty (30) years, two per cent (2%) of his gross earnings between the date of his last anniversary date and the date of the last common cut-off date.



### Section 5: Vacation Pay - Percentage of Wages Method

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 that the employee returns to his employment.
- (b) Absence due to illness up to a period of one (1) year, provided that the employee returns to his 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 XVI, Section 5.
- (d) 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 XVI, Section 6.
- (e) Any other absence duly approved by the employer in writing shall be credited towards entitlement for annual vacation, but time spent on such leaves of absence shall not be counted in computing vacation pay.

## Section 6: Vacation Pay Advance

Vacation Pay Advances will be allowed, once annually, for vacation time taken during the period between January 1st and June 14th. Maximum time allowed will be on one-half the employee's annual entitlement and vacation pay advanced will not exceed the vacation pay accrued to December 31st of the previous year. To take advantage of this provision, all prior vacation time must already be taken.

## Section 7: Employment Standards Act

Part 7 - Annual Vacation of the Employment Standards Act, R.S.B.C., 1996, c. 113, and amendments thereto, except where varied or modified by the provisions herein, shall become a part of this Agreement.

## Section 8: Vacation Pay on Termination

An employee whose employment is terminated shall receive vacation pay at the appropriate percentage of the wages or salary earned during the period of entitlement in accordance with the employee's years of service.

## **ARTICLE XII - FAILURE TO PROVIDE WORK**

### **Section 1: Where No Work**

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

### **Section 2: Where Work Commences**

In the event that an employee commences work on his 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 his work is suspended because of inclement weather or other reasons completely beyond the control of the employer, when two (2) hours must be paid.

## **ARTICLE XIII - 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. The name of the Plan shall be: **"P.P.W.C.- Forest Industry Health and Welfare Plan"**.

## Section 2: Insurance Coverage

The following coverage will apply:

- (a) Group Life Insurance for each qualified employee will increase to one hundred and forty thousand (140,000) dollars effective February 1, 2021.
- (b) Accidental Death and Dismemberment Insurance for each qualified employee will increase to one hundred and forty thousand (140,000) dollars effective February 1, 2021.
- (c) Accidental Death and Dismemberment - 24 Hour Coverage:

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

- (d) Weekly Indemnity as follows:

Will be equal to the Employment Insurance (EI) weekly rate plus \$100.

- (e) The weekly benefit commencement date shall be on the fifth day of disability.

- (f) 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 is 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 subject to the provisions of Section 4(a). The Extended Health Benefit coverage has a maximum Lifetime coverage of \$300,000.00 dollars for each covered employee and each eligible family member shall include:

- (a) Hospitalization coverage up to a maximum of \$8.50 per day;
- (b) Vision Care limit is four hundred (400) dollars per member or dependent in any 24-month consecutive period. This benefit will include the cost of laser eye surgery and/or eye exams.
- (c) Physiotherapist/Massage Practitioners’ limit is five hundred and fifty dollars (\$550) per member or dependent per calendar year.

- (d) Chiropractors/Naturopathic Physicians' limit is seven hundred (700) dollars per member or dependent per calendar year.
- (e) Orthopedic Shoes limit is five hundred dollars (\$500) (adults) and three hundred dollars (\$300) (child) per calendar year.
- (f) Prescribed orthotics is a maximum limit of two hundred dollars (\$200) per member or dependent per calendar year.
- (g) Hearing Aids limit is five hundred and fifty (\$550) limit per member or dependent, every five years, unless there is alternate coverage provided for.
- (h) The annual Extended Health benefits deductible for an individual or family is seventy-five (\$75) dollars.

#### Section 4: General Principles

- (a) Employees pay \$.40 per hour worked toward the employee benefit package and all other premium costs for insurance shall be paid by the Company.
- (b) Participation in the Plan is to be a condition of employment.

- (c) Any new employee who has not worked in covered employment in the last eighteen months will be eligible to become a covered employee on the first day of the month following completion of the probationary period. However, for such employee 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) Coverage will be portable in all units covered by the Labour Agreement and there shall be no waiting period for qualified employees changing employers within the Industry.
- (e) Coverage during layoff will be provided as follows:
  - (i) Employees with one (1) or more years' seniority - six (6) months.
  - (ii) Employees with more than four (4) months' but less than one (1) year's 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 he is employed for 10 working days within a floating period of thirty (30) consecutive days.

Also, an employee who returns to work for at least one working day and less than 10 working days will be covered for that month, in addition to any layoff coverage to which he was 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 XVI - Leave of Absence, Section 4: Compassionate 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 his place of residence in British Columbia unless his disability required him to be hospitalized and satisfies the requirements of the claims adjudication carrier.
- (i) Employees on extended leave of absence under Article XVI - Leave of Absence, Section 4: Compassionate 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 employer 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 80% of approved schedule of fees.
  - (ii) Prosthetics, crowns, and bridges (Plan B) - Plan pays 60% of approved schedule of fees.
  - (iii) Orthodontic (Plan C) - Plan pays 60% of approved schedule of fees for both plan members and dependents (lifetime maximum \$4,000), with no waiting period.
- (b) Individuals sixteen (16) years and older, one check-up will be covered every nine (9) months and for children under the age of sixteen (16) years, one check-up will be covered every six (6) months.
- (c) Bite-wing x-rays will be covered every eighteen (18) months.
- (d) The principles set out in Section 4 shall apply to the Dental Plan.

## **ARTICLE XIV - LONG TERM DISABILITY**

A Long Term Disability Plan will be provided based on the following general principles:

- (a) The Plan will become effective June 15, 1982.
- (b) The Company will assume the full costs of premiums for the existing Long Term Disability Plan.
- (c) Employees qualifying for LTD will have their medical, dental, and E.H.B. benefits paid by the Company while eligible to receive LTD benefits.
- (d) The monthly LTD benefits is \$1,800 for all claimants.
- (e) The Long Term Disability Plan provides that an employee who becomes disabled shall be eligible to apply for long term disability benefits after a twenty-six week (Weekly Indemnity) qualifying period.

## **ARTICLE XV - SENIORITY**

### **Section 1: Principle**

- (a) The Company recognizes the principle of seniority, competency considered. In the application of seniority, it shall be determined by plant seniority.
- (b) The selection and promotion of supervisory officials shall be entirely a matter for the Company's decision, but in making such selection or promotion, length of continuous service shall be given due consideration.

### **Section 2: Reduction & Recall of Forces**

- (a) (i) 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. Where a reduction of forces is caused by emergency conditions the application of plant 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

- (ii) When recalling forces after a period of layoff following a reduction of forces, an employee shall be recalled in order of his plant seniority subject to the competency of the person involved and the provisions of Section 1.
- (b) During a reduction of forces where an employee's seniority is such that he will not be able to keep his regular job he may elect to apply his seniority to obtain a job paying a higher rate if he has previously held the job in the operation on a regular basis.
- (c) During a reduction of forces where an employee's seniority is such that he will not be able to keep his regular job he may elect whether or not to apply his seniority to obtain a lower paid job or a job paying the same rate of pay or accept a layoff until his regular job becomes available, provided however:
  - (i) If during the layoff period the employee wishes to return to work and so notifies the Company, he shall be called back to work as soon as his seniority entitles him to a job.
  - (ii) The application of this provision shall not result in an employee, in the exercise of his rights, bumping an employee with less seniority.

- (d) Details of the application of this Section shall be worked out by the Local Union and the Company.

### Section 3: Retention During Layoff

It is agreed between the Parties that seniority during layoffs shall be retained on the following basis:

- (a) Employees with less than one (1) year's service shall retain their seniority for a period of six (6) months.
- (b) Employees laid off with one or more years' service shall retain their seniority for one year, plus one (1) additional month for each year's service, up to an additional twelve (12) months.

A laid-off employee's seniority retention under (a) and (b) above is reinstated on the completion of one day's work.

It shall be the employer's responsibility to maintain an address file of his employees and it shall be the employee's responsibility to notify his employer in writing of any change of address.

#### Section 4: Job Posting

- (a) Vacancies shall be posted in advance for a period of not less than two (2) working days except when otherwise agreed.
- (b) This Section shall not apply to temporary replacements of two (2) weeks or less necessitated by illness, injury, or other leave of absence, or to temporary replacements of longer duration for employees on vacation, but in filling these vacancies senior employees will be given preference in accordance with Article XV, Section 1.
- (c) In the application of clause (b) when a temporary vacancy is filled by a senior qualified spare, and the job incumbent returns, he will return to his regular job and the spare will move back to his regular job.

#### Section 5: Probationary Period

- (a) Notwithstanding anything to the contrary contained in this Agreement save and except the provisions of  
  
clause (b) of this Section, it shall be mutually agreed that all employees are hired on probation, the probationary period to continue for 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.

- (i) 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 (180) calendar days following the date of entering employment.
- (ii) Clause (a) of this Section does not apply to employees who move from one operation of a company to another operation of the same company within sixty (60) days for those laid off; and within one hundred (180) days for those terminated as a result of a permanent closure.

## Section 6: Hiring Preference

When hiring new employees the following order of preference will apply, competency considered from among those completed applications on file:

- (i) Former employees of the operation who have lost their seniority retention as a result of the last layoff in the operation
- (ii) Regular employees laid off from other solid wood operations of the company in accordance with company seniority in a PPWC certified operation.

### Section 7: Absence Without Leave

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

### Section 8: Seniority List

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



## Section 9: Reinstatement

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 his 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.

Employees who are required for temporary supervisory duty for a period of not more than 120 working days in each calendar year shall continue to accumulate their seniority. These employees will return to the job they held prior to the temporary supervisory assignment.

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

## **ARTICLE XVI - LEAVE OF ABSENCE**

### **Section 1: Injury or Illness**

- (a) The Company will grant leave of absence to employees suffering injury or illness for the term of this Agreement, subject to a medical certificate if requested by the employer. The employee shall have a reasonable period of time to present such medical certificate. The employee shall report or cause to have reported the injury or illness which requires his absence to the Company as soon as may be reasonably possible.
- (b) For leaves granted in (a) above, greater than five (5) days in duration, employees must make application for weekly indemnity.

### **Section 2: Legislated Leave of Absence**

The following leaves are subject to the minimum provisions of Part 6 of the Employment Standards Act, R.S.B.C., 1996, c.113, and amendments thereto, except where varied or modified by the provisions of this agreement herein, shall become part of this agreement, including;

- i. Pregnancy Leave
- ii. Parental Leave
- iii. Family Responsibility Leave
- iv. Compassionate Care Leave

### Section 3: Written Permission

Any employee desiring leave of absence must obtain permission in writing from the Company for such leave, except in cases of illness or injury covered by Section 1 above.

### Section 4: Discretionary Leave

The Company will consider applications for leave of absence requests up to a maximum of six (6) months without pay, conditional on the following terms;

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

## Section 5: 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 he shall be compensated at his regular straight-time hourly rate of pay for his 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, sons-in-law, daughters-in-law, stepchildren, step-parents, grandparents, grandparents-in- law, and grandchildren.
- (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 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 or Coroner's witness on a day on which he 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 his regular straight-time hourly rate of pay for his 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 pay received for the said jury or witness duty. The employee will be required to furnish proof of jury or witness service and jury or witness duty pay received.
- (b) Hours paid for under the provisions 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: 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 his Company within thirty (30) calendar days after completion of his term of employment with the Union.
- (b) The Company will grant leave of absence to employees who are elected as representatives to attend Union meetings and Union conventions or as members of any negotiating committee of the Pulp, Paper and Woodworkers of Canada in order that they may carry out their duties on behalf of the Union.
- (c) In order for the employer to replace the employee with a competent substitute, it is agreed that before the employee receives this leave of absence, as set forth in Clauses (a) and (b) above, the employer will be given due notice in writing; in the case of (a), twenty (20) calendar days; and in the case of (b), five (5) calendar days.

## Section 8: 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 his Company within thirty (30) calendar days after completion of public office.

## **ARTICLE XVII - OCCUPATIONAL HEALTH AND SAFETY COMMITTEE**

### **Section 1: Composition**

- (a) The Management of every operation shall maintain an Occupational Health and Safety Committee consisting of not more than twelve (12) members nor less than four (4) members.
- (b) The said Committee shall consist of an equal number of representatives of the Company and the employees. Employee representatives will be elected by a vote supervised by the Union.
- (c) Employee representatives shall be regular employees in the operation with at least one (1) year's experience in that type of operation over which their inspection duties shall extend.

### **Section 2: Duties**

The general duties of the Health and Safety Committee shall be as directed by the regulations made pursuant to the Workers' Compensation Act.



### Section 3: Pay for Meetings

- (a) The Company will pay straight-time rates not exceeding two (2) hours per week to employee members for the actual time spent in attending Health and Safety Committee meetings outside of working hours.
- (b) The rate to be paid to employee members shall be the employee's regular straight time job rate.

### Section 4: Meetings During Work

Where Health and Safety Committee meetings are held during working hours with the consent of the Company, employees' time will not be deducted for attending such meetings or investigations into accidents.

### Section 5: Investigations

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

### Section 6: Cessation of Work

In the event of a fatality in the plant, employees, other than those needed to improve or eliminate a safety hazard connected to the fatal

accident, may refrain from working the balance of the shift without penalty.

## **ARTICLE XVIII - SAFETY EQUIPMENT**

- (a) Where the following articles of equipment are required to be used by the Employer or by the Workers' Compensation Board, the Employer shall:
- (i) supply new employees with the articles of equipment as required,
  - (ii) 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, or
  - (iii) replace articles of equipment as required when they are presented worn or damaged beyond repair by an employee, at no cost to the employee,
- |                          |                    |
|--------------------------|--------------------|
| 1. Aprons                | 5. Dust protection |
| 2. Hard hats             | 6. Eye protection  |
| 3. Welding goggles, etc. | 7. Ear protection  |
| 4. Flotation equipment   | 8. Gloves          |

- (iv) 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.
- (b) The Employer shall make coveralls available and maintain same for use by End Sprayers, Oilers and Tradesmen.
- (c) The Employer shall be required to make available at cost to those employees who are required to wear them the following articles:
  - 1. Caulk boots
  - 2. Safety shoes
  - 3. Rain gear
  - 4. Coveralls
- (d) Companies that supplied safety equipment and clothing at no cost to the employee on the effective date of this Agreement will continue to do so at no cost to the employee.
- (e) Employees required to wear caulk boots while at work will be provided with the following:
  - (i) An employee who is required, to wear caulk boots by WorkSafeBC in the course of their duties will be eligible for

reimbursement of purchased boots to a maximum of two hundred and fifty dollars (\$250) for the first time purchase of caulk boots. Reimbursement will only be made upon presentation of the original purchase receipt to the employer, or

- (ii) Subsequent to the first time purchase, an employee who is required to wear caulk boots on a regular basis for a period of not less than six (6) calendar months within a year will be eligible for reimbursement of purchased boots to a maximum of two hundred and fifty dollar (\$250) per year from the last purchase. Employees required to wear caulk boots for less than six (6) calendar months within a year will be eligible for reimbursement of purchased boots to a maximum of one hundred and twenty dollar (\$120) per year. Reimbursement will only be made upon presentation of the original purchase receipt to the employer.

- (iii) No banking of the above provisions is permissible.

- (f) The Company agrees to reimburse regular full-time employees up to one hundred (100) dollars per calendar year for Steel Toed Safety Boots. The boots must meet the requirements of the WFP Health and Safety Management System. Employees must have worked six hundred (600) hours in order to qualify. Employees are required to submit

the original receipt for payment. Employees shall be permitted to combine the reimbursement for two consecutive entitlement years once they have met the qualifying hours for each consecutive year.

## **ARTICLE XIX - PENSION PLAN**

Western Forest Products Inc. (Ladysmith Sawmill Operation) and its employees will continue to be bound by the terms of the Pulp and Paper Industry Pension Plan during the term of the 2021 - 2028 Collective Agreement. The contribution levels will be as follows, unless dictated by the Trustees of the Plan – Employer 10%, Employee 8%.

## **ARTICLE XX - PERMANENT CLOSURES**

The Company agrees that employees affected by a permanent closure of the Ladysmith Sawmill shall be given sixty (60) days' notice of closure.

## **ARTICLE XXI - SEVERANCE PAY FOR PERMANENT PLANT CLOSURE**

- (a) Employees terminated by the employer because of permanent closure of a manufacturing plant shall be entitled to severance pay equal to ten (10) days' pay for each year of continuous service and thereafter in increments of completed months of service with the

Company. Where alternate shifts are in effect, the severance pay shall not exceed the maximum severance pay based on an eight hour shift equivalent.

- (b) 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.

## **ARTICLE XXII – PERMANENT PARTIAL CLOSURE**

- (a) A permanent partial closure occurs when a major operating component of a manufacturing facility is declared closed by the Company or has not operated for a period of 24 months. The major operating components of a manufacturing facility are defined as a sawmill and planer mill.
- (b) In the event a permanent partial closure is declared by the Company, or the facility has not operated for a period of 24 months the employees who were employees of record at the commencement of the closure are entitled to severance pay. Severance pay is calculated on the basis of the employee's seniority at the date of the layoff, not the date of the permanent partial closure.

- (c) Employees who are terminated by the Company because of a permanent partial closure shall be entitled to severance pay equal to ten (10) days for each year of continuous service and thereafter in increments of completed months of service with the Company. A day's pay shall continue to include daily overtime or other premiums or add-ons as in the past, as applicable. However, where alternate shifts are in effect (e.g., 10 hour or 12 hour shifts) under Article V, Section 2 and Supplement No. 5, the severance pay available shall not exceed the maximum severance pay based on an eight-hour shift equivalent.
- (d) Severance pay is not payable where a part of a manufacturing facility is relocated and the employees involved are not required to relocate their place of residence and are not terminated by the Company.
- (e) Severance pay is not payable if an employee affected by a permanent partial closure is offered a position within the same operation of the company.
- (f) The application of this Article becomes effective upon ratification of the 2010 Collective Agreement. There is no retroactivity of application of this Article affecting events occurring prior to ratification.

## **ARTICLE XXIII - ADJUSTMENT OF GRIEVANCES**

### **Section 1: Procedure**

The Company and the Union mutually agree that, when a grievance arises in the plant coming under the terms of this Agreement, it shall be taken up in the manner set out below:

#### **Step One**

The individual employee involved shall first take up the matter with the foreman directly in charge of the work within fourteen (14) days of the date of the said grievance.

#### **Step Two**

If the question is not satisfactorily settled at Step One the griever will provide his Supervisor and Plant Committee Chairperson, or Union named designate, with a written grievance. The Plant Committee Chairperson, or Union designate, will then discuss the grievance with the Supervisor.

#### **Step Three**

If a satisfactory settlement is not then reached, the Shop Committee shall take up the problem with either the



personnel officer or superintendent, or both, as designated by the Company. A statement in writing of the alleged grievance, together with a statement in writing by the foreman, shall be exchanged by the parties concerned.

#### Step Four

If the problem is not then satisfactorily solved, it shall be referred to the Union and the Management.

#### Step Five

If a satisfactory settlement is not then reached, it shall be dealt with by arbitration as set forth in Article XXIV.

#### Section 2: Time Limit

If a grievance has not advanced to the next stage under Step Two, Three, Four, or Five 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 Shop Committee from the operation 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.

## **ARTICLE XXIV - ARBITRATION**

### **Section 1: Interpretation**

- (a) In case of any dispute arising regarding the interpretation of this Agreement or by the application of Article I, Section 1 thereof, which the Parties hereto are unable to settle between themselves, the matter shall be determined by arbitration in the following manner:
  - (i) either Party may notify the other Party in writing, by registered mail, of the question or questions to be interpreted.
- (b) All decisions will be final and binding upon the Parties of the First and Second Parts.
- (c) The Parties agree to jointly seek a permanent interpreter to be agreed upon mutually and shall, if possible, be a superior court judge.
- (d) In the event that the interpreter, as provided for in (c) herein, is not available to preside as interpreter under this Section, the Parties agree that they will request the Honourable Minister of Labour of the Province of British Columbia to appoint a judge either of the Supreme Court of British Columbia or the Court of Appeal of the Province to preside

as interpreter for the dispute then pending.

## Section 2: Grievances

- (a) In the case of a dispute arising under this Agreement, which the Parties are unable to settle between themselves as set out in Article XXIII, the matter shall be determined by arbitration in the following manner:
  - (i) either Party may notify the other Party and the Arbitrator in writing, by registered mail, of the question or questions to be arbitrated.
  - (ii) after receiving such notice and statement the Arbitrator and the other Party shall within three (3) days acknowledge receipt 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 a period of six (6) months, preceding the initiation of arbitration proceedings, employed by any Local Union, P.P.W.C., 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 his 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, further provided that the wages so deducted shall be first reduced by the amount required for the payment of fare from the original place of employment and to the place where employed during the period of discharge (or suspension) and return.

- (e) The Arbitrator shall be required to hand down his decision within fourteen (14) days following completion of the hearing.
- (f) The Parties shall appoint a panel of four arbitrators. The single arbitrator shall be selected from this panel. If the Parties fail to appoint the required four arbitrators, they shall forthwith request the Honourable Minister of Labour of the Province of British Columbia to appoint the arbitrator required.
- (g) If the Parties fail to agree on the selection of a single arbitrator from among the panel, they shall request the Honourable Minister of Labour of the Province of British Columbia to make the appointment from among the said panel.
- (h) 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 3: Cost Sharing

The Parties of the First and Second Parts shall bear in equal proportions the expenses and allowances of the Arbitrator, and stenographic and secretarial expense, and rent connected with his duties as Arbitrator.

### Section 4: Place of Hearing

Any arbitration to be held hereunder shall be held at the City of Nanaimo or at such other place as may be decided by the Parties.

## **ARTICLE XXV - EDUCATION TRUST FUND**

Effective date of ratification and for the duration of this Collective Agreement, the Company will contribute \$.05 per hour per employee hour worked.

## **ARTICLE XXVI - STRIKES AND LOCKOUTS**

- (a) There shall be no strikes or lockouts by the Parties to this Agreement with respect to any matter arising out of the Agreement for which arbitration is provided under the terms of the Agreement.

- (b) The Parties to this Agreement expressly agree that there will be no activity within the meaning of (a) above threatened, declared, authorized, counseled, aided or brought about on its part.
- (c) In the event of a strike during the term of this Agreement the Union will instruct its members and Officers who may be involved to cease such activity and comply with the terms of this Agreement.

## **ARTICLE XXVII - DURATION OF AGREEMENT**

- (a) The Parties hereto mutually agree that this Agreement shall be effective from January 1, 2021, to midnight the 31st day of December, 2028, 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 31st day of December, 2028. 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.

- (b) 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. 1996, c. 244, is excluded from the Labour Agreement.

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

Clayton Storey  
General Manager, LSO

Adrian Soldera  
Plant Chairman, PPWC Local 8

Kita Parker  
Manager, HR & LR



**SUPPLEMENT NO. 1****WAGE SUPPLEMENT**

<b>WAGE SUPPLEMENT</b>		<b>% Increase in Wages</b>							
		<b>3.0%</b>	<b>3.0%</b>	<b>2.0%</b>	<b>2.5%</b>	<b>2.0%</b>	<b>2.0%</b>	<b>2.0%</b>	<b>2.0%</b>
		Effective Jan 1, 2021	Effective Jan. 1, 2022	Effective Jan. 1, 2023	Effective Jan. 1, 2024	Effective Jan. 1, 2025	Effective Jan. 1, 2026	Effective Jan. 1, 2027	Effective Jan 1, 2028
Group 1	Clean Up	\$27.12	\$27.93	\$28.49	\$29.20	\$29.79	\$30.38	\$30.99	\$31.61
Group 4		\$27.78	\$28.61	\$29.18	\$29.91	\$30.51	\$31.12	\$31.75	\$32.38
Group 5	Clean Up Tractor/Loader Operator	\$28.03	\$28.87	\$29.45	\$30.19	\$30.79	\$31.41	\$32.03	\$32.67
	Bin Tender								
	Labeller								
	#1 Slab Dropgate Operator								
Group 6	Package Press Operator	\$28.44	\$29.29	\$29.88	\$30.62	\$31.24	\$31.86	\$32.50	\$33.15
	Sawmill Endstacker Operator								
	Planer Endstacker Operator								
	Twin Chipper Operator								

		3.0%	3.0%	2.0%	2.5%	2.0%	2.0%	2.0%	2.0%
		Effective Jan 1, 2021	Effective Jan. 1, 2022	Effective Jan. 1, 2023	Effective Jan. 1, 2024	Effective Jan. 1, 2025	Effective Jan. 1, 2026	Effective Jan. 1, 2027	Effective Jan 1, 2028
Group 8	Inside Boom Boat Operator	\$29.16	\$30.04	\$30.64	\$31.41	\$32.03	\$32.67	\$33.33	\$34.00
	Forklift Operator								
	Planer Feeder								
	Trimspotter								
Group 9	966 Scow Loader Operator	\$29.59	\$30.48	\$31.09	\$31.87	\$32.50	\$33.15	\$33.82	\$34.49
	Prentice Crane Operator								
	Planer Set Up Man								
Group 10	Head Boom Man	\$30.05	\$30.95	\$31.57	\$32.35	\$33.00	\$33.66	\$34.33	\$35.02
	Pony Edger Operator								
Group 11	Mechanical Debarker/Log Cut off Saw Operator/ Oiler 1	\$30.60	\$31.52	\$32.15	\$32.95	\$33.61	\$34.28	\$34.97	\$35.67
	Small Log Line Debarker / Log Cutoff Saw Operator								
Group 12	Planerman#2	\$31.13	\$32.06	\$32.70	\$33.52	\$34.19	\$34.87	\$35.57	\$36.28
Group 13	Canter Operator	\$31.61	\$32.56	\$33.21	\$34.04	\$34.72	\$35.42	\$36.12	\$36.85
Group 14	Edgerman	\$32.15	\$33.12	\$33.78	\$34.62	\$35.32	\$36.02	\$36.74	\$37.48
	Planerman#1								
	NLGA Grader								
Group 16	Grade Control/Tally Inspector	\$33.15	\$34.15	\$34.83	\$35.70	\$36.41	\$37.14	\$37.88	\$38.64
Group 20	Quad Saw Operator (Four Moveable Saws)	\$35.37	\$36.43	\$37.15	\$38.08	\$38.85	\$39.62	\$40.41	\$41.22

## **SUPPLEMENT NO. 2**

### **JOURNEYMAN TRADESMEN CATEGORIES**

As referred to in Art. VIII, Sec. I(c) Millwright  
Electrician

### **OTHER JOURNEYMEN CATEGORIES**

Saw Fitter Circular Saw Filer  
Benchman

## **SUPPLEMENT NO. 3**

### **APPRENTICES**

The purpose of this supplement is to develop tradesmen of the highest caliber and to provide employees with the opportunity to receive occupational and vocational training through apprenticeship opportunities.

A Joint Apprenticeship Committee will be established. The Apprentice Selection Committee, made up of two (2) employee representatives and two (2) employer representatives will be established to administer the procedures contained in this agreement. Of the two (2) employee representatives, one (1) will be a union representative not associated with the host operation, preferably from the trade. The second will be a union representative not associated with the host operation, but from the PPWC Local 8 Executive. If there is no second union representative available as per above, then another union representative will be appointed.

#### **Section 1: Apprenticeship Selection**

Apprentice Selection will be carried out at the operation level based on the following principles:

- (a) Apprenticeship positions will be posted in accordance with regular job posting procedures.

- (b) Tests recommended for self-evaluation will be made available to employees on request.
- (c) All candidates for the apprenticeship will be provided with an overview of the requirements of the Apprenticeship Program and the expectations of the respective tradesperson position.
- (d) Formal apprenticeship selection testing will be conducted in an appropriate facility.
- (e) The candidates who have satisfied the exam requirements will participate in an interview conducted by the Apprenticeship Selection Committee.
- (f) The candidates who complete Sections 1 (c), (d) and (e) will be required to be “deemed fit to perform the trade” as certified by an appropriate medical practitioner, as selected by the Company.
- (g) Should two or more candidates be equally qualified based on the above criteria, the apprenticeship will be awarded to the senior applicant.

## **Section 2: Other Provisions**

- (a) Employees presently working in any trade as covered in Article VIII (1) (b) and Supplement No. 2 will not be eligible.

- (b) Successful applicants will be assigned as apprenticeship helpers for a probationary period of sixty (60) days.
- (c) In the event that the successful candidate voluntarily decides to go back to his previously held job or is removed from the program less than 60 calendar days after the date of the original posting, the selection committee will reconvene and select the next qualified candidate.
- (d) Where an applicant has failed to pass the Apprenticeship Selection Exams, upon relevant up-grading, he will be eligible to bid and be re-tested one (1) additional time on a future apprenticeship posting.
- (e) Test results will be kept on file for three (3) years. Anyone applying for an apprenticeship posting within that three (3) year period may have their results applied for purposes of that posting.
- (f) The referenced apprenticeship selection test material will be available to the members of the Selection Committee.
- (g) Apprenticeship Selection Exams will be reviewed annually and upgraded as needed.
- (h) WFP and PPWC will monitor and analyze the success rate of the apprentices.

## **SUPPLEMENT NO. 4**

### **ALTERNATE SHIFT SCHEDULING**

(Effective from September 15, 2004)

#### **1. FLEXIBILITY OF HOURS OF WORK**

The parties recognize the need for flexibility of hours other than those outlined in Article V – Hours of Work, Section 1, for the express purpose of better utilization of manpower and equipment such as:

Balancing of production Maintenance  
Market requirements Even flow  
production Continuous  
scheduling  
(e.g., Maintenance, Watchmen)

#### **2. SHIFT SCHEDULING**

##### **(a) Manufacturing**

- (i) 2 crews working 4 days, 10 hours per shift;
- (ii) 3 crews working Monday to Saturday, 10 hours a shift not to exceed 40 hours per week;

- (iii) 4 crews working in continuous 7-day operations scheduled to work shifts other than (i) or (ii) above.

(b) Maintenance

- (i) shifts of up to 10 hours per day, 40 hours per week, Monday to Sunday inclusive;
- (ii) three shifts per week, not exceeding 12 hours per day.

(c) Other Shifts

It is understood that other shifts can be established by Management provided the principle of the forty (40) hour week is maintained over an averaging period, and take into account 3(iii) below and:

- (i) Except by agreement with the Local Union and subject to (ii), maximum scheduled daily hours of work will be 12 hours;
- (ii) In logging the maximum scheduled daily hours of work for physically demanding or dangerous occupations will be 10 hours.



### **3. IMPLEMENTATION**

The Company will notify and consult with the Local Union in advance of implementing or discontinuing an alternate shift schedule pursuant to Article V, Section 2. After consultation with the Local Union, shift schedules for an alternate shift schedule will be posted by the company with the following details:

- (i) Details of shift.
- (ii) Details of Statutory Holidays and Floating Holidays.
- (iii) Maximum lengths of shifts for physically demanding or dangerous occupations. Accident risk must be taken into account in determining shift lengths.

### **4. GENERAL PRINCIPLES**

- (a) 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.
- (b) Different parts of an operation may be scheduled on different shifts.

- (c) The principle of the forty (40) hour week is to be maintained over an averaging period.
- (d) Except by agreement between the Company and the Local Union, all existing alternate shift agreements shall be superseded by Article V, Section 2 and this Supplement No. 4.
- (e) Earned vacations will be scheduled on the same basis as days and hours worked under the alternate shift schedule.
- (f) 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.
- (g) Employees who are scheduled to work an alternate shift schedule of less than 40 hours per week over an averaging period will nevertheless be paid 40 hours' pay. Article V, Section 2 and this Supplement No. 4 shall not be construed as permitting the establishment of a shift of less than eight hours.

- (h) 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.
- (i) 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 his 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.
- (j) 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.
- (k) Where the Company does not provide to the employee seventy two (72) hours' notice of a change to an employee's work schedule, the employee will be paid at rate and one-half for his first shift on the new schedule.
- (l) 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.

- (m) For twelve (12) hour shifts, rest periods will be two (2) fifteen (15) minute breaks plus a one-half (1/2) hour unpaid meal break. On a continuous twelve (12) hour shift schedule, the meal break will be paid.
- (n) Notwithstanding Article X, Section 9, the Company, with the exception of Labour Day, Remembrance Day, Christmas Day, Boxing Day and New Year's Day, shall have the right after consulting with the Local Union to require an employee to observe a Statutory Holiday on a day that is not the day on which the Statutory Holiday is normally observed. In all events, an employee will be entitled to a compensating day off, which shall be scheduled by mutual agreement within a 90-day period. Employees whose Statutory Holidays are rescheduled under this paragraph will be paid consistent with Article XII, Sections 1 and 2 if they work the substituted Statutory Holiday.
- (o) Statutory and Floating Holidays will be paid as per the employee's regular schedule.
- (p) Bereavement Leave and Jury Duty shall be paid consistent with Article XVI. These days will be paid at the regular daily wage consistent with the work schedule.

- (q) 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.
- (r) For those employees working an alternate shift schedule with shifts over eight (8) hours the thirty (30) working days referenced in Article XV - Seniority, Section 5: Probationary Period - will be changed to two hundred and forty (240) working hours.

FINAL

## **SUPPLEMENT NO. 5**

### **WFP Drug and Alcohol Policy Conditions**

(Effective from February 1, 2021)

#### **Union Representation for Drug and Alcohol Incidents**

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).

**SUPPLEMENT NO. 6**  
**Job Training Agreement**  
(Effective from February 1, 2021)

<b>POSTED POSITIONS</b>	<b>PREREQUISITES</b>
Shipper/Tally Inspector	Valid Grading Ticket
Canter Operator	
Cambio Debarker	
Nicholson Debarker	
Head Boom Man	As per Transport Canada's requirements — Acquire in training process.
Pony Edger Operator	
Boom Boat Operator	As per Transport Canada's requirements — Acquire in training process.
Forklift Operator	
Trimmer Feeder Operator	
Sawmill End-stacker Operator	
Chipper Operator	
Package Press Operator	
Deck Utility	

<b>ENTRY-LEVEL POSITIONS</b>
Drop Gate Operator
Bin Tender/End Stacker Helper
Labeler
Hog Operator

FINAL