

October 14, 2010

MEMORANDUM OF AGREEMENT

BETWEEN

West Fraser Mills Ltd. Williams Lake Plywood Division

AND

USW, Local 1-425

It is agreed that acceptance of the terms of this Memorandum of Agreement will be recommended by both parties to their respective principals for final settlement of the

July 1, 2009 to June 30, 2013 Collective Agreement.

Errors and Omissions excepted:

Subject to the foregoing, the Parties hereby agree:

The Company will provide a \$250 bonus to all active employees as of date of ratification. Employees on layoff, WCB, LTD or other illness leave or parental or other leave will be entitled to the bonus upon return to active employment for a period of thirty consecutive scheduled working days.

**1. Term of Agreement**

That a Collective Agreement is entered into (hereinafter called the “2009 – 2013 Agreement”) in the terms of the Collective Agreement described as the 2003-2009 Collective Agreement (including supplements), save for the amendments herein set out, and shall be effective from and after the 1<sup>st</sup> day of July, 2009 to midnight the 30<sup>th</sup> day of June, 2013.

**2. Article IV, Union Security**

Replace Article IV, Section 2, with:

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

**3. Article V, Wages**

Amend Article V, Wages, to provide for:

Effective June 15, 2011, the wages of all hourly rated employees will be increased by two percent (2%) per hour.

Effective June 15, 2012, the wages of all hourly rated employees will be increased by two percent (2%) per hour.

Effective the commencement of the first pay period following notice of ratification of the Conifer agreement (September 3 ratification), an across the board wage rate adjustment of \$1.00 per hour will apply for all certified journeyman trades categories, and corresponding pro-rated rate adjustment for all non-certified journeyman trades categories and apprentice categories. This wage adjustment will apply to Power Engineers with the designation of 4<sup>th</sup> class or higher.

Effective the commencement of the first pay period following notice of ratification of the Conifer agreement (September 3 ratification), positions requiring the utilization of a 5<sup>th</sup> Class Power Engineer Certificate, shall receive a fifty cents (\$0.50) per hour increase.

Return on Capital Employed (ROCE) payments:

Payments will be made to each Employee in the following years based upon ROCE payment triggers. ROCE will be based on the previous calendar year from combined Northern Interior and Central Interior Industry information compiled by Pricewaterhouse Coopers. The calculations applicable to the administration of this table will be conducted by PWC in accordance with the same accounting and calculation methodology employed by PWC for such determinations in the 2003-2009 collective agreement.

Calculated June 30, 2012 and June 30, 2013	
ROCE	Annual Profit Pay
5%	\$150.00
6%	\$190.00
7%	\$230.00
8%	\$270.00
9%	\$310.00
10%	\$350.00
11%	\$390.00
12%	\$430.00
13%	\$470.00
14%	\$510.00
15%	\$550.00
16%	\$590.00
17%	\$630.00
18%	\$670.00
19%	\$710.00
20%	\$750.00

ROCE based payments will apply to all regular Employees on the basis of increments of months worked in a calendar year. Regular Employees who are laid off during the year will be paid on the basis of months in which they actually worked at least one day. For the purposes of this section, vacation will be considered as time worked. These payments do not apply to casual Employees.

Payments will be made by June 30<sup>th</sup> each year, or in the event that the Pricewaterhouse Coopers results are not available by that date, payments will be made as soon as possible thereafter.

## Welders Rates of Pay - Section 2

The following shall be the recognized classifications of “Welder” in the collective agreement as per the criteria established by the British Columbia Industry Training Authority (ITA).

1. **Welder Level C** - means a person who has a “Welder C” qualification granted from the ITA
2. **Welder Level B** - means a person who has a “Welder B” qualification granted from the ITA
3. **Welder Level A** - means a person who has a “Welder A” qualification granted from the ITA

### **SUPPLEMENT NO.1**

Wage Scale

Non-Evaluated Categories

Welder Wage Rates

<b>Trades - Manufacturing</b>	<b>July 1/08</b>
Welder Level C	\$31.095/hr
Welder Level B	\$31.595/hr
Welder Level A	\$31.835/hr

#### **4. Article VII, Hours of Work and Overtime**

Replace Section 4 with:

Section 4: Alternate Shift Scheduling

- a) Management shall have the right to implement the following shift schedules:
- 4-10's between Monday and Thursday
  - 4-10's between Tuesday and Friday
  - 4-10's Split Monday-Friday
  - 3-12's Friday-Sunday
  - 3-12's Saturday-Monday

When alternate shift schedules have been implemented in accordance with the above, the following overtime provisions will apply:

- A. Rate and one-half shall be paid for the following:
- i) After the completion of the regularly scheduled shift.
  - ii) Hours worked in excess of forty (40) hours per week or forty (40) hours average when there is an averaging period.
  - iii) All hours worked on an employee's scheduled rest day, unless a change in rest day has been agreed to between the employee and the Company.
  - iv) All hours worked on Sunday except those excluded in the casual section.
- B. Double straight time rates shall be paid for the following:
- i) All hours worked in excess of eleven (11) in any day of the week except for twelve (12) hour shifts. For twelve (12) hours shifts, all hours in excess of the regular shift.
  - ii) All hours worked on Sunday when Sunday is also an employee's scheduled rest day, if the employee has worked forty (40) straight-time hours in the preceding six (6) days, unless a change in rest day has been agreed to between the employee and the Company.
  - iii) For those employees that complete the alternate weekend shift, the second overtime shift worked in a given week outside the shift schedule will be paid double-time for hours worked.
- C. The parties must mutually agree on resolution of issues such as:
- i) Details of shift, i.e. start and stop times. This is not intended to restrict the Company's ability to modify the details of shifts for legitimate operational reasons.
  - ii) Maximum length of shifts for physically demanding work. Accident prevention is a factor to be taken into account in determining shift lengths.

General Principles

When these alternate shift schedules are in effect other provisions of the Collective Agreement will be administered on the principle that an employee will not lose or gain any benefits over his normal five-day schedule.

1. The Company agrees that alternate shift schedules will not be introduced where the intention is to increase the use of casual employees in place of regular employees.
2. Different parts of an operation may be scheduled on different shifts.
3. This Section shall not change existing operational alternate shift agreements, unless mutually agreed to by both parties. The Employer will not introduce any alternate shift that has the result of replacing an existing operational alternate shift. An existing alternate shift agreement will cease to exist if it has not been operational for one year.
4. Earned vacations will be scheduled on the same basis as days and hours worked under the alternate shift schedule.
5. Other Articles of the Collective Agreement, which provide benefits after eight (8) hours, are extended by the amount the regular hours of work have been increased beyond the eight (8) hours per day.
6. An employee 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 days results from the application of seniority or has been agreed to between the employee and the Company.
7. There shall be no premium pay paid to any employee whose rest days are changed because of the implementation of an alternate shift schedule.
8. When an alternate shift schedule is in effect, hourly-based benefits (LTD, Pension, Education Trust Fund, SHARP), under the Collective Agreement will be administered on the basis of hours paid.
9. The Company will not change an employee's work schedule to avoid a statutory holiday.

10. For ten (10) hour shifts, rest periods will be one (1) ten (10) minute break and one (15) minute break plus a one-half (1/2) hour unpaid meal break.
  11. For twelve (12) hour shifts, rest periods will be one (1) ten (10) minute break and one fifteen (15) minute break plus a one-half (1/2) hour paid meal break.
  12. Remembrance Day, Christmas Day, Boxing Day and New Year's Day are operational down-days.
  13. Statutory and Floating Holidays will be paid as per the employee's regular schedule.
  14. Bereavement Leave and Jury Duty shall be paid consistent with Article IX. These days will be paid at the regular daily wage consistent with the work schedule.
  15. 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.
  16. The Company will provide notice of two weeks prior to the introduction of and/or the discontinuance of any alternate shift, except where a change in shift schedule is due to other circumstances not in the control of the Company.
  17. For those employees working an alternate shift, the thirty (30) working days referenced in the probationary period section of the Seniority Article will be changed to two hundred and forty (240) working hours.
  18. On a split 4x10 shift, the schedule will delineate the employee's rest day.
  19. All other provisions of this collective agreement will apply except for those that are modified by this section.
- b) Management, Plant Committees and the Local Union shall have the right under the terms of the Collective Agreement to agree upon and implement other schedules which, except for production shifts in manufacturing operations, may include Sundays, without overtime penalty, provided the principle of the forty (40) hour week is maintained over an averaging period. Rate and one-half shall be

paid for hours worked on Sunday unless otherwise agreed by the parties.

- c) Any variation(s) to the preceding Sections denoting normal hours of work, other than those addressed in (a) above, shall be implemented only upon completion of the following steps:
  - i) Negotiated agreement between the Local Union and Local Management.
  - ii) At any point in the negotiation of an Alternate Shift Agreement either Party may request the assistance of *West Fraser Corporate Labour Relations* and/or the USW District 3 Office in the negotiation of an Alternate Shift Agreement.
  - iii) At any point in the negotiation of an Alternate Shift Agreement either Party may request the assistance of a mediator in the negotiation of an Alternate Shift Agreement. The individual selected to act as mediator will be by agreement.
  - iv) Majority approval by the employees involved in the proposed variations.

d) When alternate shift schedules have been implemented in accordance with b) and c) above, the following overtime provisions will apply:

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

- i) After the completion of the regularly scheduled shift.
- ii) Hours worked in excess of (40) hours per week or forty (40) hours average when there is an averaging period.
- iii) All hours worked on an employee's scheduled rest day, unless a change in rest day has been agreed to between the employee and the Company.
- iv) All hours worked on Sunday except those excluded in the casual section.

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

- i) All hours worked in excess of eleven (11) in any day of the week except for twelve (12) hours shifts. For twelve (12) hour shifts, all hours in excess of the regular shift.
- ii) All hours worked on a 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. 8, Alternate Shift Scheduling, contains the agreed upon general principles and parameters for the establishment, implementation or discontinuance of alternate shift schedules established in accordance with section b) through d) above.

#### Section 5

Add (e) For "Bobtail Shifts", the Company shall have the option to commence the first shift at the start of the week and after a statutory holiday up to one and one half (1 1/2) hours early provided that time and one half is paid for the hours worked on Sunday or Statutory holidays.

#### Section 11

When a shift that is less than seven and one-half (7 1/2) hours (ie six and one half (6 1/2) hour graveyard shift) is established or re-established only one (1) break will be given.

Grandfather the two (2) ten-minute breaks for the existing Graveyard shifts

#### Section 15

Where maintenance, repair and construction employees are required to work two (2) hours or more unscheduled overtime beyond their normal shift, the Company shall provide a hot meal to be consumed by the employees before beginning the shift.

Remove Section 14 Time Clocks

### **5. Article IX, Leave of Absence**

#### Amend Section 3 as follows:

- a) The Company will grant leave of absence to employees who are appointed or elected to Union office. The employee who obtains this leave of absence shall return to the Company within thirty (30) calendar days after completion of his/her term of employment with the Union.
- b) The Company will grant leave of absence to Employees for any Union Business applied for by the Union in order that they may carry out their duties on behalf of the Union.

- c) 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 notice in writing (in the case of a) – fifteen (15) calendar days, in the case of b) – five (5) calendar days) by the Union in order to replace the employee with a competent substitute.
- d) The Union will make every effort in requesting such leaves of absence to avoid requests that will unduly deplete the crew in any one department which will impair production or inhibit the normal functioning of the operation. In such cases, the Union will cooperate with the Company in making substitute employee(s) available or select alternate delegates to attend Union functions.

Add the following section:

**Family Responsibility and Compassionate Care Leave**  
**Family Leave:**

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

- a) the care, health or education of a child in the employee's care, or
- b) the care or health of any other member of the employee's immediate family.

**Compassionate Care Leave:**

- a) In the following sub-sections "family member" means a member of the employee's immediate family and includes the spouse, child, parent, guardian, sibling, grandchild or grandparent of any person who lives with an employee as a member of the employee's family. It includes common-law spouses, step-parents and step-children and same-sex partners and their children as long as they live with the employee as a member of the employee's family.
- b) An employee who requests Compassionate Care Leave under this section is entitled to up to eight (8) weeks of unpaid leave to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks, or such other period as may be prescribed after:
  - i) The date the certificate is issued, or
  - ii) if the leave began before the date the certificate is issued, the date the leave began.

- c) The employee must give the employer a copy of the certificate as soon as practicable.
- d) An employee may begin a leave under this section no earlier than the first day of the week in which the period under subsection (b) begins.
- e) A leave under this subsection ends on the last day of the week in which the earlier of the following occurs:
  - i) the family member dies;
  - ii) the expiration of 26 weeks or other prescribed period from the date the leave began.
- f) A leave taken under this subsection must be taken in units of one or more weeks.
- g) If an employee takes a leave under this section and the family member to whom the subsection applies does not die within the period referred to in that subsection, the employee may take a further leave after obtaining a new certificate in accordance with this subsection.

Add the following section:

**Pregnancy and Parental Leave:**

- a) Female employees shall be entitled to unpaid pregnancy leave of up to seventeen (17) weeks.
- b) A female employee is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under sub-section a).
- c) On the advice of her doctor, if a pregnant employee requests a transfer due to workplace conditions, she will be provided alternate work, if available.
- d) Employees shall be entitled to unpaid parental leave of up to thirty-seven (37) weeks.
- e) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to an additional 5 consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under sub-section (d).

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

**6. Article X, Vacations with Pay**

Replace Section 8 (b) with "Employees must take the minimum statutory required vacation leave."

The Company will meet their obligation under the Collective Agreement to allow for employees to schedule their earned time off.

**7. Article XII, Safety and Health**

With regard to the administration of Section 7, Forest Industry Safety and Health Research Program (SHARP), the parties agree to provide for a premium holiday from date of ratification for the term of the agreement or when the fund reaches \$100,000, whichever occurs first.

It is agreed to amend the Article accordingly to incorporate the following new section.

**Section 5 - Right to Refuse Unsafe Work**

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

- (1) A person must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.
- (2) A worker who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to subsection (1) must immediately report the circumstances of the unsafe condition to his or her supervisor or employer.
- (3) A supervisor or employer receiving a report made under subsection (2) must immediately investigate the matter and
  - (a) ensure that any unsafe condition is remedied without delay, or

- (b) if in his or her opinion the report is not valid, must so inform the person who made the report.
- (4) If the procedure under subsection (3) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, the supervisor or employer must investigate the matter in the presence of the worker who made the report and in the presence of
  - (a) a worker member of the joint committee,
  - (b) a worker who is selected by a trade union representing the worker, or
  - (c) if there is no joint committee or the worker is not represented by a trade union, any other reasonably available worker selected by the worker.
- (5) If the investigation under subsection (4) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the supervisor, or the employer, and the worker must immediately notify an officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.

No discriminatory action:

- (1) A worker must not be subject to discriminatory action as defined in section 150 of Part 3 of the Workers Compensation Act because the worker has acted in compliance with section 3.12 or with an order made by an officer.
- (2) Temporary assignment to alternative work at no loss in pay to the worker until the matter in section 3.12 is resolved is deemed not to constitute discriminatory action.

Note: The prohibition against discriminatory action is established in the Workers Compensation Act Part 3, Division 6, sections 150 through 153.

#### **8. Article XIV – Right of Reference**

Amend language to reflect West Fraser and USW.

#### **9. Article VI – Pay Days**

Add, “All employees shall be paid by direct deposit.”

#### **10. Article XVI – General Provisions**

Replace Section 6 with new Section 5 – Permanent Plant Closure

Amend as follows:

- a. The Company agrees that employees affected by permanent plant closure shall be given sixty (60) days notice of closure.

- b. Employees terminated by the Company 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 with the Company, and thereafter for partial years in increments of completed months of service with the Company.

Employees who transfer to another division of the Company because of permanent closure of a manufacturing plant shall be entitled to severance pay equal to seven (7) days' pay for each year of continuous service with the Company.

- c. Severance pay for uncompleted years of service shall be computed on the basis of completed months service.
- d. Where a plant is relocated and the employees involved are not required to relocate their place of residence or are not terminated by the Company as a result of the plant relocation, they shall not be entitled to severance pay under this article.
- e. If a plant is indefinitely closed, and is subsequently permanently closed, those regular fulltime employees laid off at the time of the indefinite closure or subsequently laid off, will be entitled to the severance provisions provided for in b) above based on their seniority at the time of their layoff.

#### **10. Section 6; Permanent Partial Plant Closure**

As follows:

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

A permanent partial plant closure for a plywood plant is defined as the permanent cessation of a Greenend, Dryend, or Finishing End.

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

If a Greenend, Dryend, or Finishing End is indefinitely closed, and is subsequently permanently closed, those regular fulltime

employees who were initially laid off in accordance with the preceding paragraph, and have not obtained an alternative position during the period of indefinite closure, will be entitled to severance pay as provided in the preceding paragraph based on their seniority at the time of their layoff. Acceptance of severance pay results in termination of employment.

The application of this section becomes effective upon ratification of the 2009 to 2013 collective agreement. There is no retroactivity of application of this section to events which occurred prior to ratification.

### **Employee and Family Assistance Program.**

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

#### Add Section 10:

#### **Shift Coordinator**

A designated Shift Coordinator acting as a representative of the Company is a work coordinator and can exercise job/work direction. Shift Coordinators do not have the right to hire, discharge or discipline employees. It is understood that he/she may from time to time perform limited bargaining unit work as long as it doesn't result in the lay-off of an employee, or prevent the recall or hiring of an employee. This applies to production only.

#### **Where the role is full time:**

- Employee will no longer hold a bid position.
- Employee will no longer hold a relief position.
- If he/she ceases to be a Shift Coordinator, he/she may bid as per the job posting supplement or go to an entry level position.

#### **Selection Procedure**

1. All shift coordinator jobs will be posted for a minimum period of 48 hours.
2. Qualifications will be listed on the posting
3. All selected applicants will be required to participate in an interview process
4. It is understood and agreed that the selection of Shift Coordinators is important to the success of the role. The union will be provided an opportunity to have input on shortlisted candidates prior to selection.
5. The Company will select Shift Coordinators.
6. The Company will provide to the Union a list of Shift Coordinators annually. The Union and the Company will meet as needed to discuss problems associated with Shift Coordinator.

Chargehand (for maintenance chargehands),

The normal duties of a Charge Hand are to transmit work orders to direct the activities of a group of workers in his charge. He may from time to time supervise a shift on a temporary basis, but will not assume the responsibility of a Foreman for an extended period of time.

He may or may not perform work within his area of supervision. He is not granted the right to hire, discharge or discipline.

None of the foregoing is intended to restrict any of the usual activities of a Chargehand in this operation but merely to clarify the fact that the Company does not give the Chargehands to the right to hire or discharge employees.

The Company shall select the chargehand

### **11. Article XVIII, Health and Welfare**

It is agreed to amend Section 4, Insurance Coverage, to provide for:

Group Life Insurance in the amount of:  
\$110,000 effective the first day of the month following ratification.  
\$120,000 effective July 1, 2012

Accidental Death and Dismemberment Insurance in the amount of:  
\$110,000 effective the first day of the month following ratification.  
\$120,000 effective July 1, 2012

Weekly Indemnity Language to reflect current benefit levels of \$457 per week.

It is agreed to amend Section 5, Dental Plan, to provide for:

Amend coverage to provide for recall and cleaning checkups every 9 months.

It is agreed to amend Section 6 (j), Medical Travel Allowance, to provide for:

Effective January 1, 2010 amend the medical travel allowance to provide for two-thousand (\$2000.00) over the four (4) year term of the agreement with the maximum of one thousand (\$1000.00) in any one year.

**12. Article XIX, Long Term Disability**

Effective the first of the month following ratification, contributions from both the Company and the Employee will be one dollar and twenty cents (\$1.20) per hour, per employee per hour worked, of which the Company will contribute sixty cents (\$0.60) per hour, and the Employees will contribute sixty cents (\$0.60) per hour.

**13. Article XXII, Apprenticeship Training Program**

Amend accordingly to provide for:

Books and Tuition:

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

It is agreed that the Company and the Local Union will abide by the recommended changes to the Apprenticeship training program as determined by the Conifer/USW subcommittee.

**14. Article XXX Education Fund**

Effective July 1, 2012, the contributions will be increased to five cents (\$0.05) per hour worked per employee.

**15. Article XXVIII – Sawmill Rate Determination**

Remove all references to Sawmill Rate Determination Program.

**16. Article XXIV – Evaluation**

Replace FIR with CONIFER. See Attached Language

**17. Local Issues**

The Parties agree that issues of a local site specific nature should be resolved appropriately on an ongoing basis.

**18. Housekeeping**

Replace references to Weldwood with West Fraser.

**For West Fraser Mills Ltd  
Williams Lake Plywood**

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**For USW Local 1-425**

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## ARTICLE XXIV – PLYWOOD JOB EVALUATION

### Section 1: Implementation

The Job Evaluation Program for the Plywood Industry, conducted pursuant to a Memorandum of Agreement executed on the 22nd day of June, 1955, shall be implemented by the Parties hereto in accordance with the provisions of Supplement No. 4 to this Agreement.

### Section 2: Point Range and Increment

All jobs in Grade One, the point range of which is 0 to 81, shall be paid the minimum rate for common labour as provided in Article V, Section 1(c). The point range for subsequent grades shall be ten (10), i.e., Grade Two (82-91), Grade Three (92-101), etc. The wage increment curve for the Plywood Industry is as follows:

Grade Level	Effective July, 1 2009 Per Hour	Effective July, 1 2010 Per Hour	Effective July, 1 2011 Per Hour	Effective July, 1 2012 Per Hour
1				
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The general wage increases provided for in Article V, Section 1(a) have been incorporated into these rates.

### **Section 3: Red Circle Jobs**

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

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## **SUPPLEMENT NO. 4**

### **PLYWOOD JOB EVALUATION**

As referred to in Article XXIV, Section 1 of the 2009 – 2013 Williams Lake - A Division of West Fraser Collective Agreement

#### **1. PRINCIPLES AND PROCEDURES**

The implementation and administration of the Job Evaluation Program shall be in accordance with the principles and procedures set out in a Manual dated September, 1955, and entitled "Job Evaluation Manual for Operational Hourly Paid Jobs in the Plywood Industry of British Columbia" as amended July, 1966 and as further amended April, 1971 (herein referred to as the "Manual").

#### **2. INDUSTRY JOB EVALUATION COMMITTEE**

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

#### **3. FUNCTION OF PLYWOOD EVALUATION COMMITTEE**

- (a) The Plywood Evaluation Committee shall assume general responsibility for the administration of the Job Evaluation Program.
- (b) The unanimous decision of the said Committee shall be final and binding on the Parties hereto.

4. **PLANT JOB REVIEW COMMITTEE**

- (a) There shall be a Committee constituted in each plywood plant named the Plant Job Review Committee (herein referred to as "Review Committee") to consist of two (2) members representative of management and two (2) members representative of the employees. At least one (1) representative of management must be a member of the plant's salaried staff or management, and at least one (1) representative of the employees must be an employee of the plant whose job is subject to Plywood Job Evaluation. Management may choose their second representative from amongst persons not employed at the plant, and the Union may do likewise except that neither Party may choose as its representative a member of the Plywood Evaluation Committee or any person who is employed as a job evaluator by CONIFER or by United Steelworkers.
- (b) The Company shall reimburse any of its hourly-paid employees for time lost while acting as a member of the Review Committee or while presenting information, regarding his own job, before a regularly convened meeting of the Review Committee. The Company shall not be responsible for remunerating employee representatives who are not its hourly-paid employees.

5. **FUNCTION OF REVIEW COMMITTEE**

- (a) The Review Committee will be responsible for seeing that all requests for evaluation or re-evaluation of jobs are adequately and accurately documented before being passed to the Plywood Evaluation Committee for further action. The documents required will include a "Request for Job Evaluation" form submitted either by an individual employee or by local management, and a fully completed job description which provides sufficient information for the subsequent work of the Plywood Evaluation Committee. The form of the documents, the procedures for submitting and handling them, and the time limits for completion may be amended as required by the Plywood Evaluation Committee under the authority given them by Article 3 of this Supplement.
- (b) Decisions of the Review Committee respecting the appropriateness of a request for evaluation or re-evaluation, or respecting the adequacy and accuracy of documents, shall be by unanimous agreement. Failing such agreement within the established time limit, the Review Committee shall, at the request of any one of its members, immediately forward the Request for Job Evaluation, together with any other documents on which there is unanimous

agreement, to the Plywood Evaluation Committee and shall then have no further responsibility for documenting that request.

- (c) When the Plywood Evaluation Committee has made a decision respecting the evaluation of a job, it shall communicate that decision to the appropriate Review Committee. The Review Committee will be responsible for informing management and the employees concerned, giving reasons for the outcome where these are available. A decision of the Review Committee that an Application for Job Evaluation should not be forwarded to the Plywood Evaluation Committee will, similarly, be communicated with reasons to those concerned.
- (d) Nothing in this Article limits the right of the Plywood Evaluation Committee to determine the facts about any job by direct observation or otherwise, or to amend any job description or specification submitted to them in support of a Request for Job Evaluation form.

## 6. **APPLICATION OF PROGRAM**

The Job Evaluation Program shall apply to all employees in the Plywood Industry except Journeyman Tradesmen, Improvers, Helpers, Powerhouse and Boom Crews and Filer-Grindermen.

## 7. **DIRECTION OF WORK**

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

## 8. **RE-EVALUATION**

- (a) When a job has moved to another grade as a result of re-evaluation, the wage rate for the new grade shall be effective on the date that management or the employee has applied to the Review Committee for re-evaluation.
- (b) When a job is moved to a lower grade as a result of re-evaluation, the incumbent shall maintain his job rate as a red circle rate subject to the provisions of Paragraph 10 herein.

9. **NEW JOBS CREATED**

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

10. **RED CIRCLE JOBS**

- (a) The Company shall supply the Union with a list of employees holding red circle jobs, the said list to include the name of the employee, name of job category filled, the evaluated rate for the job and the actual rate paid.
- (b) Employees on red circle rates who are promoted to a higher grade shall regain the red circle rate if subsequently found incompetent to continue in the higher grade.
- (c) Employees holding red circle jobs who are demoted during a reduction of forces, shall be paid only the evaluated rate for the job to which they are assigned. If at a later date an employee is reassigned to his former job he shall regain his red circle rate.
- (d) When the Company terminates a job, or a job is not occupied during a period of one (1) year, a record as to the cancellation of the applicable job description and classification shall be established.
- (e) If an employee is temporarily transferred at the request of the Company he shall retain his existing rate or receive the rate for the new job, whichever is higher. On return to his regular job the said employee shall regain his red circle rate.

11. **SENIORITY**

- (a) Subject to the provisions herein set out, Article VIII (Seniority) shall continue to apply.
- (b) Promotions shall be made only where a vacancy exists.

**12. REFERRAL PROCEDURE**

- (a) When the Plywood Evaluation Committee has decided the outcome of a Request for Job Evaluation, it shall transmit its decision to the appropriate Plant Job Review Committee.
- (b) An evaluation done by the Plywood Evaluation Committee shall be final and binding on the Parties but, at any time after five (5) years since the last evaluation or re-evaluation of a job, management or an individual employee may submit a request for re-evaluation of that job and no other reason than the elapsed time shall be necessary.
- (c) If the Plywood Evaluation Committee is unable to reach agreement regarding the disposition of a Request for Job Evaluation or any other matter regarding the job evaluation program which falls within their jurisdiction, the matter shall be referred to CONIFER and to United Steelworkers for settlement.
- (d) All communication between any Plant Review Committee and the Plywood Evaluation Committee referred to above shall be effected by sending one (1) copy to the Union representative or representatives on the Committee and one (1) copy to the employer representative or representatives. In the case of communications to a Plant Review Committee, the Union representatives will be addressed care of the office of the appropriate Union Local and the employer representative care of the Company's offices at the plant. In the case of communications to the Plywood Evaluation Committee, the Union representative will be addressed care of the offices of United Steelworkers, District 3, and the employer representative care of the offices of CONIFER.

**13. TRAINING PROGRAM**

A program of training for members of the Review Committee in each plant shall be instituted, the details of which shall be arranged by CONIFER and United Steelworkers.

**Appendix #1**

**Letter of Understanding**

**Williams Lake Plywood – A Division of West Fraser  
And  
United Steelworkers Local 1-425**

**SENIORITY RETENTION**

As a result of the unprecedented economic meltdown, all laid off regular employees with seniority retention as of and following July 1, 2009 between West Fraser Timber Co. Ltd. and the USW with respect to the 2009-2013 Collective Agreement, shall retain their seniority for the duration of this Collective Agreement. This Letter of Understanding shall be applicable from July 1, 2009 to June 30, 2013.

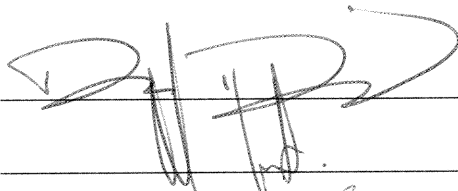
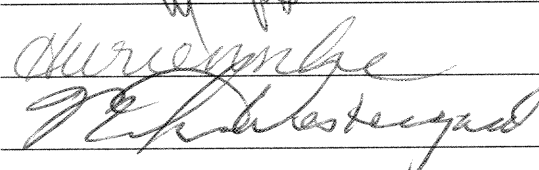
- In the event of a permanent plant closure, employees on extended layoff during the extended seniority retention period, for the purpose of Permanent Plant Closure – Severance Pay, “continuous service” shall not include the period of extended seniority retention.
- In the event of a permanent plant closure occurring after the employee has been recalled, Permanent Plant Closure – Severance Pay, “continuous service” shall include the period of extended seniority retention.


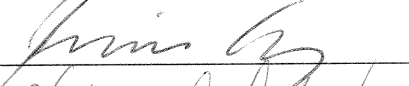
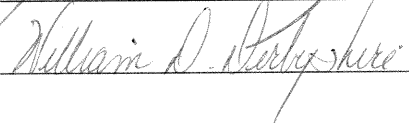
This Letter of Understanding shall cease on June 30, 2013, and seniority retention will revert to the terms of the Collective Agreement.

DATED this 14th day of October, 2010.

For:  
West Fraser Timber Co. Ltd.

United Steelworkers  
USW Local 1-424 5 W.D.

  
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West Fraser Committee Initials \_\_\_\_\_

USW Committee Initials \_\_\_\_\_