

2017 - 2019

COLLECTIVE AGREEMENT

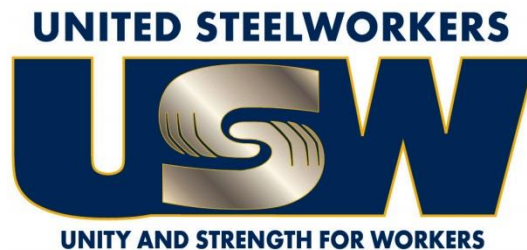
between



NELSON LUMBER COMPANY LTD.

Lloydminster, Alberta

and



**UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY, ALLIED
INDUSTRIAL AND SERVICE WORKERS**

INTERNATIONAL UNION

LOCAL 1-207

Edmonton, Alberta

September 1st, 2017 – August 31st, 2019

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AGREEMENT

THIS AGREEMENT entered into this 1st day of September, 2017

Between

**NELSON LUMBER COMPANY LTD.
Lloydminster, Alberta**

(hereinafter referred to as the “Company”)

And

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

(hereinafter referred to as the “Union”)

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, the economy of operation, quality and quantity of output and protections of property; to facilitate the peaceful adjustment of differences, set forth the rates of pay, hours of work and other conditions of employment for certain employees of the Company's' Lloydminster, Alberta operations.

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

ARTICLE 1 - BARGAINING AGENCY

- 1.01 The Company recognizes the Union, as certified, as the sole collective bargaining agency for all employees of the Company employed in and in connection with their operation at Lloydminster, Alberta, Excluding office and clerical staff, sales staff, store and hardware staff, foremen, those above the rank of foremen and those employed solely in field construction.
- 1.02 The Company and the Union will meet at such time and place as may be mutually agreed upon for the purpose of adjusting any matter within the confines of this Agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 Except as provided in this Agreement, nothing shall limit the Company in the exercise of its functions of Management under which it shall have, among others, the right to hire new employees and to direct the working force; to discipline, suspend, discharge for cause, transfer or lay off employees because of lack of work; require employees to observe Company rules and regulations not inconsistent with the provisions of this agreement; to decide the number and location of its plants, products to be manufactured, the methods and schedules of production, including the means and processes of manufacturing provided that the Company will not use its function of Management for the purpose of any improper discrimination against any member of the Union. It is agreed that these enumerations shall not be deemed to exclude other functions of Management not enumerated.

ARTICLE 3 - UNION SECURITY

- 3.01 Any employee who is a member of the Union on the effective date of the Agreement, or who becomes or who is reinstated as a member of the Union shall, as a condition of employment, maintain his or her membership in the Union during the term of the Agreement.
- 3.02 Each new employee shall be furnished with a copy of the Collective Agreement and the Deductions Authorization Form and will be informed of the name of the Union which represents him, the names of the members of the Plant Committee, and such new employee will, as a condition of employment, be required to execute the Deduction Authorization Form covering the amount equal to the monthly dues and assessment. Plant Committees and Monthly Dues shall be posted on Bulletin Boards.
- 3.03 The Company will, during the life of this Agreement, if and to the extent authorized by any employee in the manner hereinafter set out in the Deduction Authorization Form, deduct initiation fees, Union dues, and assessments from the pay of such employees once each month and remit the sum deducted together with a list of the employees subject to such deductions to the Local Union President within fifteen (15) days. Initiation will be deducted from the pay period immediately following the completion of 40 (forty) hours of work. Union Dues will commence upon completion of 30 (thirty) calendar days of employment.
- 3.04 Any such authority to the Company shall be in writing in the form set out in Exhibit "A" attached hereto; shall be irrevocable and shall be signed in duplicate by the employee concerned. The original shall be retained by the Finance Division of the Company, and the duplicate shall be forwarded to the Local Union President.
- 3.05 All employees shall within thirty (30) calendar days after entering employment, become members of the Union and maintain membership therein throughout the term of the Agreement as a condition of employment.
- 3.06 For the purpose of this Agreement an employee will be deemed to have maintained membership in the Union in good standing so long as he shall pay his initiation fees and uniformly established monthly Union dues.

- 3.07 An employee who applies to join the Union pursuant to the provisions herein and whose application is rejected by the Union, shall not be subject to discharge from employment at the Union's or employee's request.
- 3.08 An employee who refuses to maintain his membership in the Union in good standing shall be subject to dismissal. Before an employee is dismissed for failing to maintain membership, the Union must notify the Company as well as the employee of the employee's refusal, and the employee shall not be dismissed before seven (7) days have elapsed after the Company notifies the employee that he will be dismissed for not maintaining membership in good standing in the Union.

ARTICLE 4 - UNION COMMITTEE AND MEETINGS

- 4.01 The negotiating Committee of the Union shall consist of representatives of the Union and not more than five (5) employees who shall be appointed by the Union. However, the Union will use its best efforts to ensure that as many Departments as possible are represented on the Negotiating Committee.
- 4.02 A Plant Committee shall also be appointed by the Union. The Plant Committee shall consist of not more than seven (7) employees who have completed the probationary period of employment with the Company, who are members of the Union, and wherever possible they shall be selected on a departmental basis.
- 4.03 The Company and the Union or any committee appointed or elected by the Union may meet at such time and place as may be mutually agreed upon for the purpose of discussing matters covered by this Agreement and matter affecting the health, welfare and safety of the employees.
- 4.04 When safety or other meetings affecting employees are called by the Company during working hours, employees required to attend such meetings who lose work time as a result of such attendance shall be paid for such time lost at their regular straight-time rate of pay.

ARTICLE 5 - ADJUSTMENT OF GRIEVANCES

- 5.01 The Company and the Union agree that when a grievance arises under this Agreement, it shall be promptly settled in the following manner.

STEP 1: The individual employee involved, with or without a Shop Steward, shall first take up the matter with the foreman directly in charge of the work, within seven (7) calendar days from the occurrence of the event or events giving rise to the grievance, or from the time when the employee has knowledge of or may be reasonably presumed to have knowledge of such event or events.

The foreman must respond to the complaint within seven (7) calendar days from receipt of the grievance.

5.02 **STEP 2:** If a satisfactory settlement has not been reached, the Steward, Local Union Representative, or Plant Committee with the employee or employees involved shall present the grievance in writing to the superintendent or manager designated by the Company, outlining the Article considered violated and the relief requested, within seven (7) calendar days from the response to Step 1.

The superintendent or manager designated by the Company shall reply to the grievance within seven (7) calendar days from receipt of the grievance.

5.03 **STEP 3:** If a satisfactory settlement is not reached, a grievance meeting shall be held with the Steward/Plant Committee, Local Union Representative and the company. This meeting shall be held at a mutually agreed upon date within ten (10) calendar days from the receipt of the response in Step 2, in an effort to resolve the grievance.

The Company shall present or mail or e-mail a written answer to the grievance within ten (10) calendar days from the date of the Step 3 meeting.

5.04 **STEP 4:** Failing a settlement within the time limits of Steps 1, 2 and 3, the question or questions constituting the grievance may be referred to Arbitration as hereinafter provided. If a grievance has not advanced to the next stage within the working day periods provided under Steps 1, 2 and 3, then the grievance shall be deemed to be abandoned and all rights of recourse to the grievance procedure shall be at an end.

5.05 As provided in the next Article, Section 6.01, the Union and/or Plant Committee, and the Company, shall have the right to initiate the Arbitration Procedure without the necessity of going through the Grievance Procedure for the purpose of settling a dispute between the Company and the Union or any dispute between the Company and the Plant Committee, regarding any policy grievance or complaint or regarding interpretation of any section or article of this Agreement. In any such case, the party grieving shall follow the procedure set forth in 6.02, but any such grievance or complaint must be acted upon within ten (10) working days from the occurrence of the event or events giving rise to such grievance or complaint, otherwise it shall be considered as settled.

5.06 The parties agree that any procedures or time limits may be altered or extended by mutual agreement.

ARTICLE 6 - ARBITRATION

6.01 Failing settlement under Article 5, or in case of any dispute regarding the interpretation of this Agreement, which the parties hereto are unable to settle themselves, the matter may be determined by arbitration in the following manner.

- 6.02 Either party must notify the other party in writing, within ten (10) working days of failure to settle the matter, of the question or questions to be arbitrated and the name and address of its chosen nominee to act as sole Arbitrator. receiving such notice and statement, the other party shall within five (5) working days, agree to the selected nominee or suggest an alternate nominee. If the parties are unable to agree on the selection of an Arbitrator, either party may request the Alberta Minister of Labour to appoint an Arbitrator.
- 6.03 No person may be appointed an arbitrator who has been directly involved in an attempt to negotiate or settle the complaint.
- 6.04 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, amend, add to, subtract from, any part of this Agreement nor to adjudicate any matter not specifically assigned to it by the party requesting arbitration
- 6.05 The Arbitrator's decision shall be final and binding upon the Company, the Union and any employee affected directly.
- 6.06 The Company and the Union will jointly bear the expenses and fees of the Arbitrator.

ARTICLE 7 - WAGE RATES AND JOB CLASSIFICATION

- 7.01 Attached hereto, marked Exhibit "B" and Exhibit "C" respectively, are a Wage Schedule and a Schedule of Job Brackets and Classifications effective on the dates shown in said schedules.
- 7.02 The first shift is the recognized day shift. Hours worked outside the recognized day shift will be regarded as the second and third shifts. Premium rate of one dollar (\$1.00) per hour will be paid for the second shift. Premium rate of one dollar and twenty-five cents (\$1.25) per hour will be paid for the third shift. A day shift employee working in excess of this regular shift will be paid rate and one-half (1 1/2) without the differential. Any employee on the second and third shift, working in excess of his regular shift shall receive rate and one-half (1 1/2). For the purpose of the last sentence, rate shall be rate plus the shift premium he received on the completed shift. Persons employed other than on regular shift will be paid the appropriate shift premium rate for all hours worked outside the recognized shift. Employees who are required to work the afternoon shift or the graveyard shift will be rotated every two (2) weeks unless mutually agreed.
- 7.03 The Company shall establish regular pay days every second Friday and furnish each employee with an itemized statement of earnings and deductions for the pay periods. If a Statutory Holiday falls on a Friday pay day, employees will receive their pay cheques on the last working day before the holiday.
- 7.04 (a) When an employee is assigned to a different Classification or Bracket for at least one (1) hour and the newly assigned Classification or Bracket pays a higher rate, he shall be the higher rate for all hours so worked in the newly assigned Classification or Bracket.

- (b) When an employee is assigned to a Classification or Bracket for at least seven (7) hours and the newly assigned Classification or Bracket pays a lower rate, he shall be paid the lower rate for all hours worked in the newly assigned Classification or Bracket.

- 7.05 There shall be no pyramiding or duplication of premium or additional pay.
- 7.06 It is mutually agreed between both parties that whenever job conditions change due to the installation of new machinery or revising of work practices, it may necessitate revision either of the duties or responsibility of any employee or the establishment of a new category in the wage schedule. The Company shall set an interim rate. Both parties to the Agreement will then meet and determine the designation and wage rate to be paid to the employee or employees affected. If an agreement is not reached within thirty (30) days, the matter, notwithstanding the provisions of Section 6.04, may be arbitrated within an additional thirty (30) days under the provisions of Article 6 or the Interim rate becomes permanent.
- 7.07 Any signing bonus, or special payments, shall be subject to successful completion of the probationary period, and if on layoff, such payments shall not be payable until return to work for at least two (2) days.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

- 8.01 Except as set out in 8.02, Department I and II employees shall regularly work forty (40) hours per week as follows: Eight (8) hours per day, Monday through Friday. Rate of one-half (1 1/2) shall be paid for any hours worked over eight (8) on Monday through Friday.

Department I and II employees shall be paid rate and one-half (1 1/2) for any work performed on Saturday regardless of the number of hours worked during the week. If a Statutory Holiday occurs during the work week, employees of the Factory and Yard shall only be required to work on Saturday for the time lost due to the Statutory Holiday by mutual consent. For such worked time, the employees shall be paid rate and one-half (1 1/2). For all time worked on Sunday, the employee shall be paid double time (2x).
- 8.02 The provision of 8.05 shall not apply to a maximum of six (6) Department II (Yard) employees who are required to service retail, customer requirements or make local deliveries (utilizing three (3) ton trucks or less) and who are required to work Saturday. These employees shall be paid rate and one-half (1 1/2) for any hours worked on Saturday provided that such time worked is in excess of forty (40) hours in that week. Rate and one-half (1 1/2) shall be paid for any hours worked over eight (8) on Saturday.
- 8.03 None of the provisions of this Agreement shall be construed as guaranteeing any employee any number of hours per day or per week.
- 8.04 No employee who has worked his regularly scheduled hours shall be penalized for refusing to work additional hours.

- 8.05 Completion of Shifts: It is agreed between the parties that if one and one-half (1 1/2) hours or less is necessary midnight Friday or after midnight preceding a Statutory Holiday, in order to complete the shift, which commenced on Friday afternoon or the afternoon preceding the Statutory Holiday, time worked after midnight to complete the shift will be paid at straight time.
- 8.06 No employee shall be required to take time off to absorb overtime, unless mutually agreed upon.
- 8.07 The Company shall have the right to operate its plant or any part hereof on a three-shift basis. Such shifts shall be of eight (8) hours duration from starting time to quitting time. Employees working on a three-shift basis shall be entitled to their regular rest periods and one-half hour lunch period and shall receive eight (8) hours pay for the shift. Where an employee works two (2) or more hours of overtime in addition to their regular shift they shall be provided an additional rest break.

ARTICLE 9 - CALL-IN TIME

- 9.01 Any employee who is called for work and on reporting finds no work available due to reasons beyond his or her control, shall be entitled to four (4) hours at the usual rate. This shall not apply if the Company gives sufficient notice canceling said call.
- 9.02 An employee who is called out when off duty to perform a work assignment not continuous with his regular working schedule shall receive a minimum of three (3) hours at the straight time rate or, actual hours worked at overtime rates, whichever is greater. The employee shall not be required to remain at work after completing the work assignment.
- 9.03 All employees reporting for work on their regular shift and finding no work available will receive two (2) hours pay for reporting; and five (5) hours pay if they commence work and work is suspended, however, under emergency conditions beyond the reasonable control of the employer, no reporting pay will be paid, except for hours worked.

ARTICLE 10 - SENIORITY AND JOB POSTING

- 10.01 (a) The Company and the Union recognize the principle of seniority subject to competency in the application of seniority in this Article. In the application of seniority, it shall be determined by Plant Seniority. Plant Seniority shall be determined by an employees' length of service with the Company (employee's most recent date of hire). Where two (2) or more employees are hired on the same day the alphabetical order of the employees last name shall determine their seniority. Notwithstanding anything to the contrary contained in this Agreement, it shall be mutually agreed that all employees are hired on probation, the probationary period to continue for forty-five (45) working days, during which time they are to be considered temporary workers only. Any employee is allowed to accumulate the above forty-five (45) working days in a twelve (12) month period from his date of first hire.
- (b) In the event that a vacancy occurs in a Retail Customer Service position, the vacancy will be selected by Management after applying the following criteria:

- (1) Personal department.
- (2) Experience/product knowledge.
- (3) Training.
- (4) Ability to deal with the public.
- (5) Physically able to do the job.
- (6) Able to operate equipment/valid drivers license.
- (7) Organization skills.

In the event that more than one applicant is equal after applying these criteria, then seniority shall govern.

- 10.02 (a) Upon completion of the probationary period, temporary workers shall be regarded as regular employees and shall be credited with seniority based on service with the Company from the last date on which they were hired.
- (b) Once seniority is credited, it will be retained unless an employee has not worked for the Company for twelve (12) months and has not been off on an approved leave of absence. Seniority shall be lost if an employee;
- (1) quits or resigns;
 - (2) is discharged and not reinstated pursuant to the grievance and arbitration provisions of this Agreement, or;
 - (3) is laid off and fails to return to work within seven (7) working days after he has been notified to do so by mail or telegram to his last known address.
- (c) For the purpose of calculating vacation entitlement the Company will credit the employee with one (1) day for each day worked.

10.03 In all cases of promotion, layoff and recall after layoff, seniority and competence shall be considered. Where competence (efficiency and ability) are relatively equal, seniority will govern.

10.04 There are two (2) divisions within the bargaining unit, the Store Division and the Factory Division. A separate seniority list will be kept for each division for the purposes of job posting, overtime, vacations and temporary layoff. In the event of a permanent layoff, employees being displaced will be given the option of exercising their seniority to obtain a position in the other division.

If an employee is on lay-off he can choose to accept a recall in the other division, in Bracket "A" only, until his regular job becomes available. While working in the other division he cannot bump a junior employee unless he remains in the division for a minimum of two (2) months. If the Employee is qualified and works at a higher Bracket job he will be paid as such.

The main store will be a self-serve customer drive through. Accordingly, individual customers and non-union staff will pick-out and load materials from within the main store building as required, and may use “inside electric forklifts” to do so.

All positions at the store except as exempted in Article 1.01 will be bargaining unit positions, and it is acknowledged those working inside the store are so exempted.

Unionized Forklift Operators and Retail Customer Service personnel may also pick-out materials from inside the store to build up an order, and will unload materials as per the current practice in the store and store receiving area.

10.05 It is agreed that the Company must post forthwith all vacancies on the bulletin board for two (2) working days. Only written bids will be accepted. All names of the successful candidates shall be posted. Each successful candidate shall be given a trial period of thirty (30) working days, during which period, he may voluntarily or for good cause be sent back to his original job.

Jobs shall be posted first in the division where the vacancy exists and if there are no applicants the position shall be posted in the other division.

The only exceptions to this clause which do not require posting are:

- (1) Basic rate jobs (laborer, general work, etc.);
- (2) The filling of a temporary absence from the job due to illness which shall not exceed fifteen (15) working days;
- (3) The filling of a temporary absence due to a valid leave of absence, which shall not exceed fifteen (15) working days;
- (4) The filling of a temporary job which has been created to not exceed fifteen (15) working days.
- (5) An employee absent for good cause (vacation, illness, death or illness to immediate family, accident or union business) at time of posting will be allowed to make application within two (2) working days of his return but in no event later than sixteen (16) calendar days from the time of posting of such new job or vacancy.

10.06 It is hereby agreed that when rehiring all employees laid off due to seasonal shutdown or reduction in the working forces, they will be notified by registered letter or telegram at least seven (7) days before restart of operations and they shall be rehired in the order of their plant seniority provided they reply to the notice in the affirmative within ninety-six (96) hours of the notice being sent out and appear for work not later than the end of the above stated seven (7) day period. It is agreed that all employees shall, upon returning to employment within the required number of days of being notified by the Company, retain all seniority rights. It shall be the employees' responsibility to keep the Company informed of their addresses during the layoff.

10.07 It is agreed when hiring new employees, returning employees with suitable qualifications shall have preference.

- 10.08 The Company shall supply to the Union a complete seniority list every three (3) months. The Company will advise the Union monthly of all additions and deletions.
- 10.09 Employees leaving the bargaining unit to assume duties with the company outside the scope of the Collective Agreement shall after one (1) year lose all seniority. If the employee returns to the bargaining Unit before the one (1) year has expired he will have the seniority that he had accrued before his departure from the Bargaining Unit. An employee returning to the bargaining unit shall be assigned to the first available position and from there can apply his seniority to bid on any future positions.

ARTICLE 11 - LEAVE OF ABSENCE

- 11.01 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 Company
- 11.02 Any Employee desiring leave of absence for reasons other than those specified in 11.01, 11.03 and 11.04 of this Article, must obtain permission in writing from the Company for such leave.
- 11.03 The Company will grant leave of absence to one (1) employee at a time who is appointed or elected to Union Office for the term of his/her employment with the Union. The employee who obtains this leave of absence shall return to the Company within thirty (30) calendar days after the completion of his/her employment with the Union.
- 11.04 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 United Steelworkers in order that they may carry out their duties on behalf of the Union. Such leave shall not be for a period in excess of fourteen (14) days and shall be limited to not more than ten (10) employees at any one time.
- 11.05 In order for the employer to replace the employee with a competent substitute, it is agreed that before the employees receive this leave of absence, as set forth in clauses 11.03 and 11.04 above, the Company will be given due notice in writing; in the case of 11.03 twenty (20) calendar days; and in the case of 11.04, not less than ten (10) calendar days.
- 11.06 It is understood and agreed that the Company shall have the right to refuse leave under 11.03 and 11.04 if they are unable to replace the employee with a competent substitute.
- 11.07 It is understood and agreed that for the purpose of this Article (a) an employee's seniority while on leave shall accumulate and not be interrupted, and (b) the Company will not be responsible to pay wages or other benefits to an employee while on leave of absence except as may be otherwise provided by this Agreement.
- 11.08 (a) When a death occurs to a member of a regular full-time employee's immediate family, the employee will be allowed three (3) consecutive working days of paid leave. He shall be compensated at his regular straight time hourly rate of pay for hours lost.

- (b) Members of the employee's immediate family are defined as the employee's spouse, common-law spouse, child, parent, brother, sister, mother-in-law, father-in-law, legal guardian, step-parents, grandparents, grandchildren, grandparents-in-law, step-children, brother-in-law, sister-in-law, son-in-law and daughter-in-law.
- (c) Compensable hours, under the terms of this section, will be counted as hours worked for the purpose of qualifying for vacation and for recognized paid holidays.

11.09 Maternity Leave

The Company will provide maternity leave without pay for the same period as the Unemployment Insurance Commission provides benefits, provided however, that the employee shall have provided notice to the Company in the fifth month prior to date of confinement and the notice shall contain date of start of leave and return from leave. Any additional leave for special circumstances must be obtained under the provision of Article 11.01.

- 11.10 (a) Upon the provision of one (1) week's notice to the employer, and a copy of the document requiring attendance, any regular, full-time employee who is required to perform Jury Duty, Coroner's Duty or as a Crown Witness or Coroner's Witness on a day which he would normally have worked, will be reimbursed by the Company for the difference between the pay received for Jury 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 of work in excess of eight (8) per day or forty (40) per week, less Statutory pay received for Jury Duty. The employee will be required to furnish proof of Jury Service and Jury Duty pay received.
- (b) Hours paid for Jury Duty will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holiday, but will not be counted as hours worked for the purpose of computing overtime.

11.11 Military, Compassionate Leave, etc.

An employee desiring an extended leave of absence, without pay, for special reasons, including Compassionate and Military leave, must apply as soon as is reasonably possible prior to the Leave period, stating the reason in writing. Such leaves shall not exceed three (3) months, except upon mutual agreement in writing between the employee and the Employer. In no event will such leave exceed six (6) months. The Employer reserves the sole right to grant or not grant such leaves. In the event a request is denied, the Employer will inform the employee of the reason within five (5) days from the time such request is received.

ARTICLE 12 - VACATIONS WITH PAY

- 12.01 A vacation with pay will be granted to employees in accordance with the provisions of Alberta Law, except that Vacation Pay will be calculated at four percent (4%) of the employee's total earnings.
- 12.02 Vacations with pay will be granted as provided in 12.01 for all employees with less than three (3) years service. Employees having three (3) or more years of service who qualify for a vacation, will be eligible for three (3) weeks instead of two (2) weeks as provided by Alberta Law and Vacation Pay will be calculated at six percent (6%) of such employee's total earnings.
- 12.03 Vacation with pay will be granted as provided in 12.01 and 12.02 for all employees with less than ten (10) years of service. Employees having ten (10) or more years of service who qualify for a vacation, will be eligible for four (4) weeks instead of two (2) weeks as provided by Alberta Law and Vacation Pay will be calculated at eight percent (8%) of such employee's total earnings.
- 12.04 (a) The vacation year shall run from April 1st to March 31st. During April of each year, a vacation schedule shall be prepared on which employees wishing summer vacations (June 1st to September 30th) may indicate their preference.
- By April 30th, allocation of vacations will be based on seniority; thereafter on a first come basis.
- The Company reserves the right to limit the number of people in a position to be on vacation at one time.
- (b) Employees who do not qualify for annual vacation (less than twelve (12) months employment) may, upon qualifying for annual vacation, choose any vacant vacation period that is open at that time.
- (c) When an employee changes his vacation period, he will be considered as having taken his vacation for the period he originally scheduled for subsequent vacation bidding.
- (d) Employees may be paid accrued vacation pay while on vacation and may request to receive their remaining accrued vacation pay once per year.
- (e) Vacation requests/payouts shall be in accordance with Exhibit "D".
- 12.05 If a Statutory Holiday falls during an employees' vacation period, he shall receive an additional day of vacation with pay.
- 12.06 Provided the employee shall have returned to his employment no later than the end of the periods set out below, the following shall be considered as days actually worked for determining vacations and vacation pay for an employee after one (1) year of employment:
- (a) Absence on Workers' Compensation up to a period of one (1) year.

- (b) Absence due to illness up to a period of one (1) year. The employer shall have the right to require a certificate from a qualified medical practitioner.
- (c) Absence due to Bereavement Leave.
- (d) Absence due to time served on Jury Duty, including Coroner's Jury or time served as a Crown Witness or Coroner's Witness.
- (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.

ARTICLE 13 - RECOGNIZED HOLIDAYS

- 13.01 Employees will be granted eleven (11) holidays with pay, whether or not the employee works on such holiday. Said holidays shall be: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Day, Labour Day, Thanksgiving Day, Remembrance Day, Family Day, Christmas Day and Boxing Day.
- 13.02 Employees who are required to work on the holidays recognized above, will be paid at a rate of double time for all hours so worked.
- 13.03 Recognized Holidays as outlined in 13.01 will be observed on the day proclaimed as a Holiday. If the Holiday falls on a Saturday it will be observed on the preceding Friday. If the Holiday falls on a Sunday it will be observed on the following Monday.
- 13.04 (a) An employee, to qualify for Statutory Holiday Pay must have been on the payroll thirty (30) working days during the twelve (12) months preceding and must have worked his last regularly scheduled shift before, and his first regularly scheduled shift after the holiday, unless his absence is due to compensable injury or illness, or due to authorized leave of absence.
- In the case of injury or illness, the employer shall have the right to request a certificate from a qualified medical practitioner and such certificate must be supplied if required.
- (b) Notwithstanding (a) above, the employee must have worked one (1) day before and one (1) day after the holiday, both of which must fall within a period of sixty (60) calendar days.
- 13.05 Holiday pay will be paid at the rate the employee was paid for the last day worked prior to the holiday.
- 13.06 Recognized Holidays

The Company agrees to an advance pay program of seventy-five dollars (\$75.00) per day for the Statutory Holiday pay for employees returning from layoff during January.

ARTICLE 14 – HEALTH AND WELFARE

- 14.01 (a) The Company will pay fifty percent (50%) and the employee will pay fifty percent (50%) of the premiums of:

(b) Alberta Health Care Insurance.

(c) Dental Plan

To remain as per current coverage.

(d) Life Insurance

The Company will continue to provide benefits under the existing Group Life Insurance Plan, which Plan provides for \$80,000.00 Group Life Insurance.

(e) Accidental Death & Disability

The Company will continue to provide benefits under the existing Accidental Death and Dismemberment Insurance for \$80,000.00.

\$100,000.00 for Paralysis.

Rehabilitation Benefits up to \$10,000.00.

Home and Vehicle Modification up to \$10,000.00 for quadriplegia, paraplegia or hemiplegia.

Day Care Benefit of three percent (3%) of principal sum to a maximum of \$5,000.00 per year for four (4) years.

Repatriation to return home the employee's body, up to \$10,000.00.

If loss sustained in automobile while employee is wearing a properly fastened seat belt, then an increase of ten percent (10%) of the amount payable is paid.

(f) Weekly Indemnity

Weekly Non-Occupational Sick and Accident Indemnity Plan to cover all employees with a payment of sixty percent (60%) of regular weekly earnings up to a maximum of \$445.00 per week non-taxable (1st day of accident and 5th day of illness) for up to maximum of thirty-nine (39) weeks for each separate accident or illness and that payment will increase to maximum under EI immediately if a change in EI payment occurs.

(g) A Long Term Disability Plan to cover all employees with a payment of sixty percent (60%) of his regular weekly earnings up to maximum of \$250.00 per week non-taxable, with a Cost of Living Adjustment (COLA) of up to three percent (3%) per year, based on the Consumer Price Index.

This Agreement shall not affect the status of employees on whose benefit it is made with respect to benefits derived or to be derived by employees as a whole for membership in any group insurance or other employee benefit plan.

(h) Extended Health Care

No deductible.

Reimbursement is (70%) - out of country coverage 100%.

Unlimited lifetime maximum.

In Canada legally prescribed drugs - unlimited.

Pay direct drug card (mandatory generic).

Hospital accommodation - semi-private room.

Nursing Care \$10,000/year.

Licensed ambulance services.

Paramedical practitioners: \$300.00 per year.

Hearing Aids \$500.00 - five (5) years.

Custom-fitted orthopedic shoes - \$300.00 per year.

(i) Vision Care Plan

One hundred fifty (\$150.00) per member or dependent every two (2) years towards the purchase of prescription glasses. Fifty dollars (\$50.00) per member or dependent every two (2) years towards an eye exam.

(j) The Company agrees to guarantee that any employee on Weekly Indemnity shall receive the weekly payment increase set out in Item 14.01 (f).

(k) Employees will be covered for benefits under 14.01 only after ninety (90) calendar days.

(l) Long Term Disability payment stop at age sixty (60).

(m) Coverage will apply to employees with more than one (1) year's service for the month in which they are laid off and two (2) additional months, except for (f) and (g) above which end on the last day worked prior to lay-off.

14.02 The Company will provide a pension plan to eligible employees as detailed in the Plan document registered with the Canada Revenue Agency (Registration 0963926) and Alberta Finance (file 44504).

The Pension Plan will be jointly trusteed. The Parties shall each appoint two (2) Trustees.

The Parties agree that all costs of administration of the USW-Nelson Lumber Pension Plan will be paid from the pension plan.

The Pension Plan will provide for equal monthly pension payments payable to an eligible employee who retires on or after the first day of the month following his/her 65th birthday equal to the excess of (a) over (b) where:

(a) is the sum of (i), (ii), (iii) where:

- (i) is thirty-one dollars (\$31.00) per month for each year of Credited Service (with proportionate allowance for part years) earned on or before December 31st, 1997; and
 - (ii) is thirty-seven dollars (\$37.00) per month for each year of Credited Service (with proportionate allowance for part years) earned on or after January 1st, 1998 and on or before December 31st, 2002; and
 - (iii) is thirty-nine dollars (\$39.00) per month for each year of Credited Service (with proportionate allowance for part years) earned on or after January 1st, 2003, and up to and including December 31st, 2004; and
- (b) is the amount of pension accrued to the eligible employee under the IWA-Forest Industry Pension Plan as at May 1st, 1987 in respect of the period of Credited Service included as Credited Past Service under this plan. Such pension shall be determined as the amount of pension accrued under the IWA-Forest Industry Pension Plan before adjustment for any election by the Member with respect to the form of payment or the provision of survivor benefits in the event of the Member's death before retirement.

For the purposes of part (a) above, one year of Credited Service is defined as 1,500 hours of work performed by the eligible employee in one year.

- (c) On January 1st, 2005 employees employed as of the date of ratification (October 5, 2004) will be eligible to participate in a voluntary defined contribution pension plan program, where the employer will match employee contributions to a maximum of five percent (5%) of gross earnings (combined total of ten percent (10%)). New employees hired after date of ratification, upon attaining twenty-four (24) months of employment, will be eligible to participate in this plan.
- (d) For employees who, (1) participate in the defined contribution pension plan, and, (2) are absent for a period of thirty (30) calendar days or more, and, (3) are receiving either weekly indemnity or long term disability payments, the employer will contribute, on account of the employee, five percent (5%) of his pre-disability earnings (based on 2080 hours per annum).
- (e) An employee who is absent from work for WCB or other compensable leaves of absences shall be eligible to continue participation in the defined contribution pension plan, and the Company will match the employee contribution to a maximum of five percent (5%) of the employee's pre-leave earnings (to a maximum of 2080 hours per annum).

ARTICLE 15 – GENERAL PROVISIONS

- 15.01 Subject to working requirements and directions of the Supervisor, all employees shall be entitled to two (2) ten (10) minute rest periods during each regular shift, one (1) in the forenoon and one (1) in the afternoon.
- 15.02 Official Union representatives may obtain access to the Company operations by obtaining written permission which will be granted by the Company on request, subject to such terms and conditions as may be laid down by the Company.

- 15.03 Employees whose regular jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for the purposes of instruction, experimenting or in emergencies when regular employees are not available.
- 15.04 The Company and Union agree that there shall be no strikes, slow-downs, stoppage of work or lockouts during the life of this Agreement.
- 15.05 When required by law, the Company shall pay for medicals required for Class I Drivers' Licenses which are necessary for the employee to perform his job.
- 15.06 All warnings will be removed from any employee's disciplinary record after a twelve (12) month period.

An Employee may request, and have present, a Shop Steward in attendance during any meeting concerning written disciplinary action. Employees will be advised of their right to representation before said meeting.

- 15.07 The Company will notify employees of layoff at least one (1) week in advance and employee will receive their separation slips forthwith upon layoff.
- 15.08 Notwithstanding Article 15.07, any employee terminated by the Company because of the permanent plant closure of a manufacturing plant shall be entitled to severance allowances in accordance with Employment Standards Code of Alberta.
- 15.09 The Company agrees to pay up to a maximum of thirty dollars (\$30.00) for doctors' charges for filling out the insurance provider claim forms or for doctors' notes as requested by the company. Such payment is to be made upon the employee providing a receipt from the doctor.
- 15.10 Effective September 1st, 2017, upon completion of probation, in the event any employee purchases safety footwear or, for qualifying employees, outer work wear, the Company shall pay the employee the cost of CSA approved footwear or outer work wear upon supplying a receipt (maximum two (2) submissions per year) up to a maximum of one hundred and seventy-five dollars (\$175.00) per year. If an employee did not receive payment from the Company for safety footwear or outer work wear in the twelve (12) months prior to his anniversary date then the employee may carry forward the one hundred and seventy-five dollars (\$175.00) or portion thereof to the next year. At no time shall the amount be carried forward for more than twelve (12) months. Only employees who hold and are deemed qualified in a bid that requires them to work outside qualify for the outer work wear allowance. Anything purchased under this Article must be for use at work, and must be worn at work to qualify for reimbursement.
- 15.11 All other provisions including Letters of Understanding are to remain as set out in the Collective Agreement between the parties.
- 15.12 The Company agrees to participate in the United Steelworkers, Local 1-207 Education Trust Fund as set out in the attached appendix.

15.13 The employer and the union acknowledge that private information, as defined in the Governments privacy legislation, shall be collected, retained, and used by the parties for the purposes of managing the operations, providing and managing benefits, complying with government information requirements and representing employees.

15.14 No Discrimination

There shall be no discrimination, coercion, interference or restraint by the Company or by the Union or by representatives of either party against or among employees because of race, creed, color, sex, religion, national origin or sexual orientation.

ARTICLE 16 - CONTRACTING OUT

16.01 The Employer and the Union agree that work performed by employees in the bargaining unit will not be contracted out for the purpose of laying-off, demoting, terminating or deferring the recall of bargaining unit employees or avoiding the hiring of new employees for existing positions. Any exceptions must be mutually agreed by the parties.

ARTICLE 17 – HEALTH & SAFETY

17.01 It is the policy of the Employer and the Union to co-operate in maintaining an effective accident prevention and occupational health program. It is recognized that an effective accident prevention program depends on the co-operation and effort of both parties and is the responsibility and obligation of the employer, the Union and all employees to create and maintain a healthy and safe work environment.

Supervisors and employees are expected to report immediately any unsafe equipment or conditions.

17.02 (a) The management shall maintain an Accident Prevention Committee consisting of not more than six (6) members nor less than four (4) members.

(b) Such Accident Prevention Committee shall consist of an equal number of representatives of the Employer and of the employees. Employee representatives will be elected by a vote supervised by the Union.

(c) Employee representatives shall be regular employees in the operation other than probationary employees.

(d) The make up of this committee may be changed by mutual consent.

17.03 The general duties of the Accident Prevention Committee shall be as directed by the regulations made pursuant to the Occupational Health and Safety Act, and shall include, but not be limited to, considering and developing policies and procedures related to:

- safe equipment usage
- safe working conditions
- accident prevention
- accident investigation

- major accident response
- new employee orientation
- working alone
- safety walk arounds

17.04 The Company will pay for Accident Prevention Committee meetings as if they were regular hours worked, including overtime if applicable.

The Company will pay for audiometric or pulmonary testing during regular work hours at the employees regular rate. For testing on an employees day off one (1) hour will be paid at time and one half (1 ½).

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

ARTICLE 18 – STEELWORKERS HUMANITY FUND

18.01 For the purpose of international aid and development, the Company agrees to deduct on the amount of one cent (\$0.01) per hour from the wages of all employees in the bargaining unit for all hours worked to a maximum of forty (40) straight time hours per week, and on a monthly basis, to pay the amount so deducted to the "Humanity Fund" and to forward such payment to:

United Steelworkers Humanity Fund
234 Eglinton Avenue E., 7th Floor
Toronto, Ontario
M4P 1K7

and to advise in writing both the Humanity Fund at the aforementioned address and the Local Union that such payment has been made, the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made.

The first Humanity Fund deduction as aforesaid shall be the fifth (5th) week following the ratification of this Agreement.

It is agreed that the total for each employee's yearly deduction will be entered in Box 46 (Charitable Contribution) of the Revenue Canada T4 slip for the year it has been deducted. For this purpose, the payroll department will note the following Charitable Donation number for the "Humanity Fund": R119172278 RR 0001.

ARTICLE 19 - DURATION OF THE AGREEMENT

This Agreement shall be effective on and after the 1st day of September 2017, to and including the 31st day of August, 2019, and thereafter from year to year unless ninety (90) days written notice to commence collective bargaining for amendments is given by either party. The notice required hereunder shall be validly and sufficiently served at the office of the Company and the Local Office of the union at least ninety (90) days prior to the expiry date of the Agreement.

If no agreement is reached at the expiration of this Agreement and notice to commence collective bargaining has been served as set out above, the Agreement shall remain in effect until an agreement is reached or until a strike/lockout commences, whichever occurs first.

EXECUTED by the Authorized Representatives of the parties this 22nd day of November 2017.

NELSON LUMBER COMPANY LTD.
Lloydminster, Alberta

UNITED STEELWORKERS, Local 1-207
Edmonton, Alberta

Robert Adria

Ray White

Craig Smith

Ivana Niblett

Dwayne Elliott

Vernon Huard

Bill Ferguson

EXHIBIT "A"

**CHECK-OFF AUTHORIZATION
FOR UNITED STEELWORKERS**

COMPANY _____
Address _____ Date _____

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

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

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

Check No. _____ Local Union No. _____ Department _____

Witness _____

(ORIGINAL)

**CHECK-OFF AUTHORIZATION
FOR UNITED STEELWORKERS**

COMPANY _____
Address _____ Date _____

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

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

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

Check No. _____ Local Union No. _____ Department _____

Witness _____

(COPY)

PLEASE USE TYPEWRITER OR PRINT PLAINLY

Name _____ Signature _____

Address _____ Postal Code _____

UNITED STEELWORKERS

AFL - CIO - CLC

Local Union No. _____

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

Date _____ Signature _____

Employed by: _____ Department _____

Address _____ Postal Code _____

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

EXHIBIT "B"
WAGE SCHEDULE

	<u>Effective Sep 1/17</u>	<u>Effective Sep 1/18</u>
Bracket "F"	\$ 23.31	\$ 23.60
Bracket "E"	\$ 22.76	\$ 23.04
Bracket "D"	\$ 21.94	\$ 22.21
Bracket "C"	\$ 21.36	\$ 21.63
Bracket "B"	\$ 20.27	\$ 20.52
Bracket "A"	\$ 19.37	\$ 19.61

New Hire Rate will be a minimum of \$15.25 per hour effective December 1st, 2017.

A new hire's rate of pay will be increased by seventy-five cents (\$.75) per hour for every four hundred and eighty (480) hours worked, until he reaches the authorized wage rate in his bracket. Employees who are not at the authorized bracket rate on the effective date of the general wage increase shall receive the same increase as the bracket increase on the effective date.

The Company can change the new hire rate to address market conditions up to a maximum of Bracket "A" wage. Notice of intention to change the new hire rate shall be communicated to the Union with seven (7) working days notice.

Retail Customer Service (RCS) Position

- (a) No shift differential paid to RCS.
- (b) Seven (7) day work schedule possible at regular rates but must allow for regular rotation.
- (c) Part time employees can be used if the four (4) employees are working forty (40) hours per week. Part time will not work more than thirty-two (32) hours per week. Part time will be laid off first. If part time work more than thirty-two (32) hours in any week they become full time employees.
- (d) If vacancy occurs in full time, bidding in bargaining unit first, if none, then next offered to part time.
- (e) All other part time terms and conditions are outside of the Collective Agreement.

EXHIBIT "C"

JOB BRACKETS AND CLASSIFICATIONS

DEPARTMENT I (Factory)

BRACKET "F"

Department Lead Hand

Maintenance Man

BRACKET "C"

Factory Assembler

Picker

BRACKET "E"

Lead Hand Loading Crew

Component Saw Operator

Speed Saw Operator

Lead Hands as listed:

- Lead Hand Trusses
- Lead Hand Panels
- Lead Hand Stairs
- Lead Hand Exterior Door
- Lead Hand Partitions
- Lead Hand Floor Truss

Loader Operator

BRACKET "D"

Forklift Operator

Table Saw Operator

BRACKET "B"

BRACKET "A"

General Labour (including):

- Saw Helper
- Load/Unload Materials
- Pile Materials
- Panel Assembly Labour
- Partition Assembly Labour
- Truss Assembly Labour

DEPARTMENT II (Yard)

BRACKET "F"

Department Lead Hand
Maintenance Man
Class 1 Driver
Picker Truck Operator

BRACKET "E"

Receiver (except Store Warehouse)
Returns Coordinator
Switch Truck Operator
"Local" Truck Driver
Loader Operator

BRACKET "D"

Retail Customer Service
Forklift Operator
Door Machine Operator

BRACKET "C"

BRACKET "B"

Yard Pick/Out

BRACKET "A"

General Labour (including):

- Load/Unload Materials
- Pile Materials
- Warehouse Labour
- Loading Crew Labour
- Truck Swamper
- Picker Swamper

EXHIBIT "D"

VACATION TIME REQUEST



NELSON LUMBER COMPANY LTD.

VACATION TIME REQUEST
LLOYDMINSTER UNION

Today's Date: _____

Name: _____
Please *Print* First & Last Name as it appears on pay stub

Employee Number: _____ Anniversary Date: _____ Position: _____

Dates Requested for Vacation: _____ Number of **Days** / **Weeks** Requested: _____
Month, Day(s), Year

Vacation Pay-out requested? Please check one of the following:

- A) **Based on days listed above**
(Pay Cheque will be normal amount)
- B) **No vacation pay at this time**
- C) **Payout all vacation pay with normal tax rate on payday immediately prior to vacation.**
- D) **No vacation at this time, one time yearly vacation payout with the normal tax rate withheld.** \$ _____

Employee Signature: _____

NOTE: Every effort will be made to provide time off as requested. Vacation time requests require the approval of management and must be submitted at least 7 working days prior to pay day.

Vacation time approved by:

_____ (sign)

_____ (print)

Date approved: _____

Payroll Dept. Use Only:

LETTER OF UNDERSTANDING #1

between

**NELSON LUMBER COMPANY LTD.
Lloydminster, Alberta**

and

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

Education Trust Fund

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

EDUCATION FUND POLICY STATEMENT

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

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

Grievance Handling

Environmental Issues

Steward Training

Communication Skills

Economic Issues

Health and Safety

Collective Bargaining

Land Use Issues

Parliamentary Procedures and Public Speaking

Leadership Training

Benefits Training

Union History

DATED This 22nd day of November, 2017.

NELSON LUMBER COMPANY LTD.
Lloydminster, Alberta

UNITED STEELWORKERS, Local 1-207
Edmonton, Alberta

Robert Adria

Ray White

Craig Smith

Ivana Niblett

Dwayne Elliott

Vernon Huard

Bill Ferguson

LETTER OF UNDERSTANDING #2

Between

**NELSON LUMBER COMPANY LTD.
Lloydminster, Alberta**

and

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

Pension Plan

1. Employees employed as of the date of ratification (October 5th, 2004) shall receive an additional five percent (5%) of their gross earnings as a wage premium effective January 1st, 2005.
2. Employees hired after October 5th, 2004 will not be eligible to receive the January 1st, 2005 wage premium.
3. Employees employed as of the date of ratification with twenty (20) years service as of the date of ratification (October 5th, 2004), will receive an additional one percent (1%) contribution of gross earnings by the company into the defined contribution pension plan effective January 1st, 2005.
4. Employees employed as of the date of ratification with twenty-five (25) years service as of the date of ratification (October 5th, 2004), will receive an additional two percent (2%) contribution of gross earnings by the company into the defined contribution pension plan effective January 1st, 2005.

DATED This 22nd day of November, 2017.

NELSON LUMBER COMPANY LTD.
Lloydminster, Alberta

UNITED STEELWORKERS, Local 1-207
Edmonton, Alberta

Robert Adria

Ray White

Craig Smith

Ivana Niblett

Dwayne Elliott

Vernon Huard

Bill Ferguson

LETTER OF UNDERSTANDING #3

between

**NELSON LUMBER COMPANY LTD.
Lloydminster, Alberta**

and

**United Steelworkers, Local 1-207
Edmonton, Alberta**

Pension Plan Changes

The Company and the Union agree to review and consider allowing the pension benefit under Article 14.02 of the Collective Agreement to be turned over to a mutually acceptable Canadian financial corporation for provision as a money purchase insurance retirement annuity.

Such review and consideration is subject to there being no negative impact on the benefit amount or retirement provisions currently enjoyed by the membership under any considered change.

The signing of this letter of understanding is not a firm commitment to change, but is simply a statement of intent to review and consider possible changes. Any changes agreed to between the Company and the Union in such review discussions are subject to unanimous recommendations by the Pension Trustees.

DATED This 22nd day of November, 2017.

NELSON LUMBER COMPANY LTD.
Lloydminster, Alberta

UNITED STEELWORKERS, Local 1-207
Edmonton, Alberta

Robert Adria

Ray White

Craig Smith

Ivana Niblett

Dwayne Elliott

Vernon Huard

Bill Ferguson