

## MEMORANDUM OF AGREEMENT

**BETWEEN CANADIAN FOREST PRODUCTS LTD.**

CHETWYND SAWMILL DIVISION  
CHETWYND LOGGING DIVISION  
FORT ST. JOHN SAWMILL DIVISION  
HOUSTON SAWMILL DIVISION  
ISLE PIERRE SAWMILL DIVISION  
POLAR SAWMILL DIVISION  
PRINCE GEORGE SAWMILL DIVISION  
RUSTAD DIVISION  
J.D. LITTLE FOREST CENTRE  
PRINCE GEORGE CHIP PLANT  
VAVENBY SAWMILL DIVISION  
RADIUM SAWMILL DIVISION  
PLATEAU SAWMILL DIVISION  
QUESNEL SAWMILL DIVISION  
TACKAMA DIVISION

**(herein known as the “Company”)  
OF THE FIRST PART**

**AND: UNITED STEELWORKERS Locals 1-405, 1-417 and 1-424  
(herein known as the “Union”)  
OF THE SECOND PART**

It is agreed that acceptance of the terms of this Memorandum will be recommended by both parties to their respective principals for final settlement of the 2009 – 2013 Collective Agreement.

Subject to the foregoing the Parties hereby agree:

### **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 “2009 – 2013“ Collective Agreement (including Supplements), save for the amendments herein set out, and shall be effective from and after the 1st day of July, 2009 to midnight the 30th day of June, 2013.

## **2. ARTICLE ## - WAGES**

Article ##, Section #: be amended as follows:

Effective July 1, 2011, the wages of all hourly rated employees will be increased by two percent (2%) per hour.

Effective July 1, 2012, the wages of all hourly rated employees will be increased by two percent (2%) per hour.

The basic rate for common labour shall be:

Effective July 1, 2011, \$24.95 per hour.

Effective July 1, 2012, \$25.45 per hour.

### **Section ## Entry Level Starting Rate**

The starting rate for new hires at entry level positions, including casuals, will be 75% of the established job rate for a period of six (6) months for each new hire. This provision will terminate effective May 1, 2013 and the applicable job rate will be restored for those still working at the reduced rate.

### **Trades Adjustment**

Effective upon ratification, an across the board wage rate adjustment of fifty cents (\$0.50) per hour for all certified journeyman trades categories, and corresponding pro-rated rate adjustment for all non-certified journeyman trades categories and apprentice categories.

Effective July 1, 2011 an across the board wage rate adjustment of fifty cents (\$0.50) per hour for all certified journeyman trades categories and corresponding pro-rated rate adjustment for all non-certified journeyman trades categories and apprentice categories.

### **Section # Variable Compensation – Profit Pay**

Upon completion of the repayment of the employee investment a variable pay component of compensation will be implemented for the duration of the agreement. Payment will be provided on a quarterly lump sum basis, based on the following table:

ROCE As Reported Quarterly by Canfor (Solid Wood results)

ROCE	Quarterly Profit Pay
3%	140.00
4%	191.00
5%	241.00
6%	292.00
7%	342.00

8%	393.00
9%	444.00
10%	494.00
11%	545.00
12%	595.00
13%	646.00
14%	696.00
15%	747.00
16%	798.00
17%	848.00
18%	899.00
19%	949.00
20%	1000.00

Payments will be pro-rated based on the above table

### **3. ARTICLE ## - HOURS OF WORK**

Replace existing Alternate Shift Article with the following:

#### **Section #: Alternate Shift Scheduling**

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

When alternative 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) 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.
- iii) For those employees that work 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 Article shall not change existing 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/shelved alternate shift.
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 three (3) ten (10) minute breaks 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 ##. 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 Article ## – Seniority, Section #: Probationary Period will be changed to two hundred and forty (240) working hours.
  18. All other provisions of the 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 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 Canadian Forest Products Ltd. 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 alternative 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 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) hour shifts, all hours in excess of the regular shift.
- i) 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. # - Alternate Shift Scheduling, contains the agreed upon general principles and parameters for the establishment, implementation or discontinuance of alternate shift schedules.

#### **4. ARTICLE ## - HEALTH AND WELFARE**

Section #: Insurance Coverage

Amend as follows:

To provide for Group Life Insurance in the amount of:

\$110,000.00 effective July 1, 2010

\$120,000.00 effective July 1, 2012

To provide for Accidental Death and Dismemberment Insurance in the amount of:

\$110,000.00 effective July 1, 2010

\$120,000.00 effective July 1, 2012

#### **Dental Plan**

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

#### **5. ARTICLE ## - MEDICAL COVERAGE**

Amend Section #)

Effective January 1, 2010 amend the medical travel allowance to provide for Two thousand dollars (\$2000.00) over the four (4) year Term of the Agreement with the maximum of One thousand (\$1000.00) in any one year.

#### **6. ARTICLE ## - APPRENTICESHIP TRAINING PROGRAMS**

Amend Section ##)

Wage replacement of 8 hours a day at regular apprenticeship rate of pay for each day of training attended. Apprentices will be required to apply for EI benefits while in attendance at school and those benefits will partially offset the wage component of this provision.

Section # Conditions:

Books and Tuition

While attending training school apprentices will receive the following:

Reimbursement for tuition fees and the cost of required text books.

## **7. ARTICLE ## - FOREST INDUSTRY SAFETY AND HEALTH RESEARCH PROGRAM**

Provide for a premium holiday for the term of the agreement or when the fund reaches \$100,000.00 whichever occurs first.

## **8. ARTICLE ## - GENERAL PROVISIONS**

### **Section #: Permanent Plant Closure - Severance Pay**

- 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.

## **9. ARTICLE ## - TECHNOLOGICAL CHANGE AND PERMANENT PARTIAL PLANT CLOSURE**

### **Section #: Advance Notification**

#### **a) Advance Notification Technological Change**

The Company shall notify the Shop Committee and the Union not less than six (6) months in advance of intent to institute material changes in working methods or facilities that would involve the discharge or laying-off of employees.

b) **Advance Notification Permanent Partial Plant Closure**

The Company shall notify the Shop Committee and the Union not less than sixty (60) days in advance to institute permanent partial plant closure that would involve the discharge or laying-off of employees.

“Permanent Partial Plant Closure” is defined as a permanent cessation or elimination of a discrete portion of the Plant which results in the discharge, displacement or layoff of employees.

**Section #: Rate Adjustment**

- a) An employee who is set back to a lower paid job because of mechanization, technological change or automation will receive the rate of his regular job at the time of the setback for a period of three (3) months and for a further period of three (3) months he will be paid an adjusted rate which will be midway between the rate of his regular job at the time of the setback and the rate of his new regular job. At the end of this six (6) month period the rate of his new regular job will apply. However, such employee will have the option of terminating his employment and accepting severance pay as outlined in Section 3 below, either at the time of layoff or at the point his seniority retention expires.
- b) Following an application of a) above, where an employee is set back to a lower paid job because of an application of Article VIII - Seniority, brought on by mechanization, technological change or automation, he will receive the rate of his regular job at the time of the setback of a period of three (3) months and for a further period of three (3) months he will be paid an adjusted rate which will be midway between the rate of his regular job at the time of the setback and the rate of his new regular job. At the end of this six (6) month period the rate of his new regular job will apply.

**Section #: Severance Pay**

- a) Employees discharged, laid-off or displaced from their regular jobs because of mechanization, technological change, automation, or permanent partial plant closure shall be entitled to severance pay of seven (7) days' pay for each year of service with the Company. The amount calculated under such entitlement shall not exceed a maximum of thirty (30) weeks' pay. This Section shall not apply to employees covered by Section 2 (b) above.
- b) Employees discharged, laid off or displaced from their regular jobs because of permanent partial plant closure shall be entitled to severance pay of seven (7) days' pay for each year of service with the Company. The amount calculated under such entitlement shall not exceed a maximum of thirty (30) weeks' pay. As a result of the application of this provision, if an affected employee chooses not to select their severance option, and instead chooses to exercise his bumping rights, the severance option will be extended to the most junior person, who has no bumping rights and is therefore laid off.

## **10. ARTICLE # - UNION SECURITY**

### Add: Section # Working Foreman

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

### Section # Union Shop

Replace the existing language with the following;

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

## **11. ARTICLE ## – LEAVE OF ABSENCE**

Amend as follows:

### Section #: Union Business

- a) The Company will grant leave of absence to employees who are appointed or elected to Union office. The employee who obtains such leave of absence shall return to the Company within thirty (30) calendar days after completion of his term of employment within the Union.
- b) The Company will grant leave of absence to Employees for any Union Business applied for by the Union in order that they may carry out their duties on behalf of the Union. The Payment of overtime shall not be a deterrent from granting Union Leave.
- 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 leave of absence to avoid requests that will unduly deplete the crew in any one department which will impair production or inhibit the normal functioning to the operation. In such cases, the Union will cooperate with the Company in making substitute employees 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 employees 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.

#### 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 section 2(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 section 2(d).
- (f) An employee's combined entitlement to leave under section 2(a) and section 2 (d) is limited to 52 weeks, plus any additional leave the employee is entitled to under section 2(b) or section 2(e).

#### **12. ARTICLE ## - GENERAL PROVISIONS**

Amend as follows:

##### Section # Education Trust Fund

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

#### **13. ARTICLE 10 - VACATION WITH PAY (QUESNEL AGREEMENT ONLY)**

Amend as follows:

##### Section 8

Delete the following: All earned vacation must be taken.

Add the following: The Company will require employees to take the minimum statutory required vacation leave.

#### **14. ARTICLE ## - LONG TERM DISABILITY**

Amend as follows:

Effective July 1, 2010, 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.

#### **15. ARTICLE ## - EMPLOYEE ASSISTANCE PROGRAM**

Amend all agreements to include the language contained in the Article XXX of the Canfor - USW Northern Collective Agreement.

#### **16. ARTICLE ## - SAFETY AND HEALTH**

Add the following:

##### **Section # - 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 and safety of any person.

Appendix No. 2 contains complete Right to Refuse Unsafe Work process.

Appendix No. 2 also contains language for Occupational Health & Safety Programs.

#### **17. APPENDIX ## - HEALTH AND SAFETY**

Add the following appendix:

##### **Section 1: Common Concern and Responsibility**

Canfor and the United Steelworkers acknowledge their common concern and responsibility for establishing, maintaining and continuously improving on a safe and healthy work environment, actively working towards eliminating injury and illness.

In order to affect a thoroughly understood and accepted safety and health program for employees, it is agreed that joint and cooperative methods are essential. This is a core value that will be applied to all operations.

A key element of this joint and cooperative approach is the Joint Occupational Health and Safety Committees operating on each site.

In these committees, all matters dealing with occupational health and safety are openly discussed and resolved using interest based approaches. All employees, shall have the right to discuss matters dealing with health, safety and environmental conditions and are encouraged to bring concerns and suggestions forward to their supervisor and/or the JOHSC.

## **Section 2: Joint Occupational Health & Safety Committee**

- (a) The JOHSC shall be comprised of worker representatives and employer representatives who have knowledge of the area they represent. At least half shall be worker representatives, who shall be selected by the Union. There shall be two (2) Co-Chairs, one (1) a Union representative and the other a Company representative, or alternating chairs on an annual basis as determined by the JOHSC.
- (b) Canfor and the United Steelworkers agree to fully support the JOHSC. Canfor will provide appropriate resources to conduct meetings, inspections and investigations, and will provide access to all reports, plans and records pertinent to the work of the JOHSC.
- (c) The selection of the hourly safety representative will be solely vested to the Union and it's Members. The Union will inform the Company in writing as to who their representatives are as soon as any changes occur.
- (d) The Company will give the JOHSC the time required to fulfill its mandate under the jointly developed Health and Safety Plan, and the Worker's Compensation Act and Regulations. This will include but is not limited to time for investigations, inspections, tours, preparing for JOHSC meetings, follow up with workers concerns, JOHSC meetings, etc.

## **Section 3: Site Occupational Health and Safety Program**

The occupational health and safety program must be designed to prevent injuries and occupational diseases, and without limiting the generality of the foregoing, the program must include:

- (i) a statement of the employer's aims and the responsibilities of the employer, supervisors and workers, including contractors and sub-contractors.
- (ii) the regular inspection of premises, equipment, work methods and work practices, at appropriate intervals, to ensure that prompt action is undertaken to correct any hazardous conditions found.

- (iii) appropriate written instructions and safe work procedures, available for reference by all workers.
- (iv) an annual JOHSC safety planning session to develop an annual safety plan.
- (v) a process that encourages employee engagement on Health and Safety matters and promotes continuous improvement.
- (vi) provision for holding regular JOHSC meetings at least monthly.
- (vii) provision for prompt investigation and root cause analysis to determine the action necessary to prevent their recurrence.
- (viii) the maintenance of records and statistics, including reports of inspections and incident investigations, and tracking of 'safety actions', with provision for making this information available to the joint committee and included in the JOHSC minutes.
- (ix) provision by the employer to provide the necessary education and training in safe work practices and procedures for supervisors, OH&S committee members, and all employees.

#### **Section 4: Inspections**

- (a) Each site will conduct monthly safety inspections and make them available to the JOHSC for their review and action if required.
- (b) A Union Member of the Joint Occupational Health & Safety Committee or their designate shall accompany a WorkSafe BC inspector during workplace visits.

#### **Section 5: Communication**

- (a) The JOHSC will provide minutes of all their meetings within a timely fashion for plant wide distribution. The minutes will be jointly signed by the Co-Chairs of the JOHSC or their designates and if there are any disputes they shall be recorded in the minutes.
- (b) The Company will make available injury statistics to the JOHSC for their review and action if necessary.
- (c) The Company will also provide the Local Union with summaries and copies of all crew safety meetings and JOHSC minutes at their request.

## **Section 6: Serious Incidents**

- (a) A Union member of the JOHSC, shall be notified promptly in order that they may be accompanied to the site of a serious incident or near miss required to be reported to WorkSafe BC.
- (b) The incident scene shall not be disturbed, except for the purpose of saving life or relieving human suffering, until the Incident Investigation Team have had the opportunity to inspect and investigate the site, and WorkSafe BC officer authorizes such disturbance.
- (c) In such cases a representative of the Union shall have access for investigations which shall be arranged expeditiously if requested, and Company officials shall accompany the Union official.

## **Section 7: Fatalities**

- (a) In addition to Section 6 if a workplace fatality occurs, the Company shall notify the Local Union in order that their representative may attend an inspection of the accident site and, at the same time, be provided with all available pertinent information concerning the fatality. Employees of the company so designated shall not lose regular pay for participation in this process.
- (b) Any one or all employees working on the site, when a fatal accident has occurred, may without discrimination or loss of pay, refrain from working the balance of the shift.

## **Section 8: 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.

- (a) An employee 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 employee has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.
- (b) An employee who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to subsection (a) must immediately report the circumstances of the unsafe condition to his or her supervisor or employer.
- (c) In the event this occurs, the Company will involve the Joint H&S Committee, including a union member, to investigate the circumstances relating to the work refusal to determine what remedial action, if any, is required. If the employee is

not satisfied with the outcome of the investigation, the Company will request the assistance of WorkSafe BC to resolve the matter.

- (d) A worker who refused unsafe work shall not be subject to discriminatory action as defined by the Workers Compensation Act because the worker has refused work they believe to be unsafe.

### **Section 9: Injury at Work**

When an employee is injured at work and the examining physician states that the injured employee is not able to return to work on the same day, the employee shall be paid his hourly rate of pay for the total time lost as a result of the injury on the day of the accident. The Company shall provide transportation required for employees injured at work to their final destination, whether it be a hospital or home.

### **Section 10: WHMIS**

The Company will continue with its Workplace Hazardous Materials Information System (WHMIS) Training Program to ensure that all employees are kept up-to date with material identification and use.

### **Section 11: General**

Employees will be given a copy of the First Aid Report at the time it is completed by the First Aid Attendant.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2010.

FOR:  
**CANADIAN FOREST PRODUCTS LTD**

FOR:  
**UNITED STEELWORKERS Locals 1-405,  
1-417 and 1-424**

---

---

---

---

---

---

---

---

---

---

---

---

---

---

E. & O.E.