

LETTER OF UNDERSTANDING

BETWEEN

TOLKO INDUSTRIES LTD. – NICOLA VALLEY DIVISION

AND

I.W.A. CANADA, LOCAL 1-417

MAINTENANCE COMPRESSED WORK SCHEDULE

**PREAMBLE:**

The purpose of this agreement is to provide a weekend maintenance shift that will allow the Company to more efficiently perform maintenance during periods when the production facility is not operating.

**1. HOURS OF WORK**

Shift "A"

The established hours of work shall be:

Saturday: Twelve (12) hours – 6:00 am to 6:00 pm, which includes a paid lunch period of up to one half (½) hour.

Twelve (12) hours at straight time rate.

Sunday: Twelve (12) hours 6:00 am to 6:00 pm, which includes a paid lunch period of up to one half (½) hour.

Twelve (12) hours at rate and one half.

Monday: Ten (10) hours 6:00 am to 4:30 pm, which includes an unpaid lunch period of one half (½) hour.

Ten (10) hours a straight time rate.

Shift "B"

The established hours of work shall be:

Friday: Ten (10) hours 6:00 am to 4:30 pm, which includes an unpaid lunch period of one half (½) hour.

Ten (10) hours at straight time.

## MAINTENANCE COMPRESSED WORK SCHEDULE – PAGE 2

Saturday: Twelve (12) hours 6:00 am to 6:00 pm, which includes a paid lunch period of up to one half (½) hour.

Twelve (12) hours at straight time.

Sunday: Twelve (12) hours 6:00 am to 6:00 pm, which includes a paid lunch period of up to one half (½) hour.

Twelve (12) hours at rate and one half.

### 2. ADJUSTMENT

An adjustment will then be made by payroll to provide a minimum of forty (40) hours pay at straight time rates for the above work schedule.

### 3. OVERTIME

- A) Rate and one half shall be paid for any hours worked in excess of ten (10) hours on Monday or Friday.
- B) Double straight time rates shall be paid for any hours worked in excess of eleven (11) hours per day on Monday or Friday.
- C) Double straight time rates shall be paid for any hours worked in excess of twelve (12) hours on Saturday or Sunday.

### 4. OVERTIME MEAL ALLOWANCE

The "Meal Allowance" provision of the Master Agreement shall apply in respect to any hours worked in excess of the above referred to work schedule.

### 5. DAY SHIFT

All hours worked under Shift "A" or Shift "B" above, are day shift hours if scheduled between 6:00 am and 6:00 pm.

### 6. SHIFT DIFFERENTIAL

Any hours worked outside the recognized Day Shift will be regarded as the Second and Third shifts, and premium rates of thirty-one (31) cents per hour will be paid for the Second and Third shifts.

## MAINTENANCE COMPRESSED WORK SCHEDULE – PAGE 3

### 7. REST PERIODS

- A) Rest periods on Friday and Monday shall be two (2) ten (10) minute rest periods at a time suitable to the employee and the Company.
- B) Rest periods on Saturday and Sundays shall be four (4) ten (10) minute rest periods at a time suitable to the employees and the Company.

### 8. LUNCH PERIODS

Lunch periods under Shift "A" or Shift "B" shall be at a time suitable to the employees and the Company.

### 9. STATUTORY HOLIDAYS

- A) In the event that a statutory holiday falls on a Monday, the Friday, Saturday, Sunday shift will be changed to a Saturday, Sunday, Monday shift.  
In the event that statutory holiday falls on a Friday, the Saturday, Sunday, Monday shift will be changed to a Friday, Saturday, Sunday shift.  
Remembrance Day, Christmas Day, Boxing Day, and New Years Day will be observed on the days that they occur.
- B) Employees will be paid 10 hours at straight time rates, and rate and on half for all hours worked on Statutory holidays falling within their scheduled shift. If the employee elects to take the statutory holiday, within the revised shift, as time off he/she will be paid 10 hours at straight time rate.
- C) X In the event a Statutory Holiday falls on an employee's day off he will be paid eight (8) hours at his regular straight time rate of pay.
- D) Where a statutory holiday is being moved by mutual consent for the production workers, Item A) above will be in effect.
- E) An employee will be paid for their floating holiday at straight time rate of pay for their regular work schedule.

## **MAINTENANCE COMPRESSED WORK SCHEDULE – PAGE 4**

### **10. VACATIONS WITH PAY**

- A) Under the regular job rate method, credits under Shift “A” or Shift “B”, will be based on hours paid rather than hours worked.
- B) An employee who is scheduled to work under Shift “A” or Shift “B” in any week, who is on vacation, shall be treated as having taken one week’s vacation entitlement.

### **11. HEALTH AND WELFARE, DENTAL, MEDICAL, ETC**

An employee who is scheduled to work under Shift “A” or Shift “B” shall continue to be classified as a regular full-time employee for Health and Welfare eligibility purposes.

### **12. PENSION PLAN AND LONG TERM DISABILITY PLAN**

- A) The company contribution to the Pension Plan and the Long Term Disability Plan for any employee who works the established hours under Shift “A” and Shift “B” will be forty (40) hours per week.
- B) The Company contribution to the Pension Plan and the Long Term Disability Plan for any employee who works the established hours under Shift “A” and Shift “B” will be one (1) hour for each hour worked or any part thereof.
- C) The employee who works the established hours under Shift “A” or Shift “B” shall contribute to the Long Term Disability Plan on the basis of forty (40) hours per week.

### **13. LEAVE OF ABSENCE**

- A) Bereavement Leave under Shift “A” or Shift “B” shall be paid up to a maximum of twenty-four (24) hours pay at the employee’s regular straight time hourly rate of pay.
- B) Jury Duty reimbursement under Shift “A” or Shift “B” shall be based on hours that otherwise would have been paid under Shift “A” or Shift “B”.

### **14. SCHEDULING REQUIREMENT**

It is agreed that employees working the above schedule will do so on a voluntary basis.

MAINTENANCE COMPRESSED WORK SCHEDULE – PAGE 5

15. TERMINATION

- A) It is agreed that if either party request discussions in writing regarding amendments to this Program, the parties will meet to discuss the requested amendments. This agreement shall be subject to review amendment or termination upon 30 days written notice.
  
- B) The terms and conditions of an employee's shift schedule upon termination of this Agreement, shall be governed by the terms and conditions of the Southern Interior Master Agreement or any renewal.

Signed this 20<sup>th</sup> day of August 2000

Tolko Industries Ltd.  
Nicola Valley Division

Mike Haskie  
\_\_\_\_\_

I.W.A. Canada  
Local 1-417

Paul Puga  
\_\_\_\_\_

# Supplement

**BETWEEN:**

**Tolko Industries Ltd. – Nicola Valley Division**

**AND:**

**United Steelworkers of America- Local 1- 417**

**RE: Addition of night watchman**

This supplement is for the purpose of adding the Nightwatchman to the Maintenance Compressed Work Schedule LOA dated 2<sup>nd</sup> Aug 2000.

Hours of work for the night watchman will be:


8:00pm Friday night to 6:00am Saturday morning  
6:00pm Saturday night to 6:00am Sunday morning  
6:00pm Sunday night to 6:00am Monday morning.

Start / Stop times are subject to change, after consultation with the Union, based on Mill operating schedule.

Dated this 29 day of May, 2008.

**FOR:**

United Steelworkers of America  
Local 1 – 417

  
A. Mononen

**AND:**

Tolko Industries Ltd.  
Nicola Valley Division

