

LETTER OF UNDERSTANDING

BETWEEN

TOLKO INDUSTRIES LTD. – NICOLA VALLEY DIVISION

AND

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

JOB TRAINING PROGRAM

1. The purpose of this Job Training Program is to provide trained persons, who are competent and capable of safely carrying out the job duties required, to fill positions in production on a temporary basis.
2. It is the intention of this agreement to select individuals by seniority and provide training opportunities to individuals based on their seniority enabling them to become competent in performing other jobs in the operation.
3. Permanent postings will be filled as per the Job Posting Procedure. Where the senior bidder has not been previously qualified on the job he will be trained in accordance with the normal training program for such job.
4. During a reduction of the work force employees shall have the right to bump in line with their seniority. Persons who bump across or down into jobs on which they are not qualified shall be trained in line with normal training program for such job. The intention of this paragraph is to make it unnecessary for senior people to bid on training positions, for jobs they do not intend or desire to do, just to protect their bumping rights in the case of a reduction in forces.
5. For the purpose of this agreement, the Company will post for trainees in Group 5 and above under the Sawmill Evaluation and Plywood Evaluation programs.
6. Vacancies for trainees will be posted for a minimum of three consecutive working days.
7. An employee on approved leave of absence, layoff, illness, or accident at the time a training position is posted will be allowed to make application within three (3) working days of his/her return, but in no event later than fourteen (14) calendar days of the posting of such trainee posting. However, such employee may make application through a Job Steward or by written notice to the Company while he/she is away on leave of absence.
8. Selection of trainees shall be on the basis of seniority as provided under Article X of the Collective Agreement.

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9. The Company shall have the right to determine the number of trainees required. The Company shall endeavor to forecast its training plans each year.
10. No employee will be permitted to train for more than one training position at a time and in no event will he/she be trained for more than two (2) training positions within twelve (12) month period.
11. The length of the training period will be determined by the applicants progress and Management will endeavor to train and qualify trainees as soon as possible, unless absenteeism or a shortage of employees make this temporarily impractical.
12. The trainee may request his/her progress be checked by supervision and the trainee be advised in writing when he/she is considered to be fully qualified.
13. The Company will notify the Plant Committee when a trainee is to be removed from the training program because of incompetence in which case the trainee may invoke his/her rights under Article XV of the Collective Agreement.
14. If during the training period, the trainee wished to discontinue training or fails to qualify, the training position will be re-posted for bidding.
15. During their training period, trainees will receive their regular job rate of pay, except that they shall not receive more than the established rate of pay for the job which they are being trained.
16. Upon completion of the training the trainee shall return to his/her regular job.
17. When a temporary vacancy occurs the Company will direct an available candidate to fill the position for the remainder of the week.
18. Where the temporary vacancy will continue beyond the week the Company will offer the job to qualified employees in line with seniority.

Where no qualified employee accepts the position the Company will direct the Junior qualified employee who is available to fill the position. It is recognized that the Junior qualified person may, due to other job duties, not be available and the Company has the right to direct the next Junior person to fill the job.

Where the Company has directed the employee to fill a position the Company will undertake to train a replacement to fill the position as quickly as is feasible.

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19. Where an employee refuses to fill a position as directed he/she will sign a form stating such and his/her name shall be removed from the qualified list, until he/she notifies the Company in writing that they are willing to fill the position when requested.
20. Where an individual does not qualify at a position through the through the training program and is removed by the Company he will have the right to bid on training for that position after two (2) years.
21. It is agreed that if either party requests discussion 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 thirty (30) days written notice. The parties agree to meet within the thirty (30) day notification period to discuss the reasons for cancellation.

Signed this 24th day of August 2000

Tolko Industries Ltd.
Nicola valley Division

Mike Hopkins

I.W.A. Canada
Local 1-417

Paul Puga

SUPPLEMENT A. TO THE JOB TRAINING PROGRAM

RE: TEMPORARY VACANCIES RESULTING FROM LONG TERM
ABSENCE OF THE INCUMBENT

- (1) Any job Group 6 and above that is known or will be known to be vacant due for sixty (60) calendar days or greater, will be posted as a temporary position.
- (2) This temporary vacancy will be filled as per conditions set forth in the Job Posting Procedure. Where the Senior bidder has not been previously qualified on the job he will be trained in accordance with the normal training program for such job.
- (3) Upon completion of the temporary vacancy, the employee(s) will return to their own bid position.
- (4) If a vacancy exists in another job resulting in a permanent posting, the employee covered by the terms of this agreement will be eligible to bid on the posting as per the provisions of the Job Posting and Training Agreements.
- (5) If an incumbent retires or is unable to return to his/her posted position, the vacancy will be reposted as a permanent job.
- (6) The successful applicant will have rights to overtime available in his new temporary position as per the current plant Overtime Policy. While under the terms of this agreement, the applicant will relinquish incumbency rights to their regular bid job as they pertain to overtime entitlement until they return to that position.

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- (7) In the event of reduction of forces, holders of temporary postings covered by this agreement will use their regular permanent bid job as the basis for exercising bumping rights in accordance with the pertinent language of the Job Training Program Letter of Understanding and the Reduction of Forces Letter of Understanding.
- (8) At the time of signing this letter all employees currently filling long term temporary vacancies will be determined to be at day one of the initial period of the vacancy as described in clause #1 of this letter. This will mean that after one(1) year plus one(1) day of signing this letter the jobs will be posted as temporary postings per the terms of this letter.

It is agreed that if either party requests discussion in writing regarding amendments to the Job Training Program or Temporary Vacancies Resulting From Long Term Absence of the Incumbent, Supplement A, the parties will meet to discuss the requested amendments. This agreement shall be subject to review, amendment or termination upon thirty (30) days written notice. The parties agree to meet within the thirty (30) day notification period to discuss the reasons for cancellation.

Signed this

9th

day of

July 2014

**Tolko Industries Limited
Nicola Valley Division**

**I.W.A. Canada
Locall-417**

