

MEMORANDUM OF AGREEMENT
BETWEEN
FOREST INDUSTRIAL RELATIONS LTD.

AND

USW LOCAL 1-1937 and USW LOCAL 2009

(Collectively known as "The Parties")

FOREST INDUSTRIAL RELATIONS LIMITED AGREES TO RECOMMEND TO ITS MEMBER CONSTRUCTION COMPANIES AND UNITED STEELWORKERS, LOCAL 1-1937 AND LOCAL 2009, AGREE TO RECOMMEND TO THE MEMBERSHIP EMPLOYED BY THESE COMPANIES, THAT THE FIR-USW COAST 2019-2021 CONSTRUCTION AGREEMENT WHICH EXPIRED ON JUNE 14, 2021, BE AMENDED AS FOLLOWS:

The parties herein concur and agree that the 2019-2021 Construction Agreement for FIR Accredited Companies is applicable save for the following amendments:

Article V – HOURS OF WORK

Amend Section 6(a) to include,

1. For ten (10) hour shifts, rest periods will be one (1) 10-minute break and one (1) 15-minute break, plus a 30-minute unpaid meal break.
2. Add the following language under Section 6: (d) Meal Breaks:

On scheduled shifts of ten (10) hours, which are extended by unscheduled overtime, second 30-minute meal break shall be provided at the ten (10) hour mark. This meal break shall be paid at the applicable rates.

ARTICLE VI – WAGES

3. Section 2: Delete (f) and replace with the following language,

On Construction Projects, effective the date of ratification of this Memorandum of Agreement, a shift differential premium of \$1.65 per hour shall apply for all hours worked on a Construction Project Night Shift. This shift differential premium shall not apply on hours worked that are paid at overtime rates. A Construction Project Night Shift shall be defined as any shift on a Construction Project which commences after 3:00 pm or before 6:00 am on a Construction Project.

For maintenance overload work the first shift, which may vary in individual operations, is the recognized day shift. Hours worked outside the recognized day shift will be regarded as the second and third shifts. A shift differential will be paid for second and third shifts which matches the shift differential to be paid to maintenance workers under the collective agreement of the employing host company. A day shift employee working in excess of eight (8) hours will be paid the appropriate overtime rate without the differential. Persons employed other than on regular shifts shall be paid the differential for all hours worked outside the recognized shift.

4. Add language to (l) to read; " The Company shall provide wages and full compensation for the cost of all courses, ticket upgrades, or schooling that are mandatory or mandated by the Employer. "

5. The following wages increases shall be effective on the following dates:

Effective June 15, 2021,	2%
Effective June 15, 2022,	3%
Effective June 15, 2023,	2.5%

ARTICLE VII – STAT HOLIDAY, FLOATING HOLIDAY AND VACATION PAY

6. Add a new Section to read:

"Section 7: National Day for Truth and Reconciliation

Employees will be entitled to a one day leave of absence on the The National Day for Truth and Reconciliation. The employee will notify the employer ten (10) working days in advance should they elect to take that day off. The ten (10) working day advance notice shall not apply this September 30, 2021, and reasonable notice by the employee to the employer will stand in lieu for the 2021 calendar year.

Should the BC Provincial government proclaim an Indigenous Statutory Holiday, such holiday shall replace " The National Day for Truth and Reconciliation " holiday and employees shall be entitled to the day off and shall also be paid eight (8) hours at their regular rate of pay and daily travel allowance."

ARTICLE X – TRAVEL, LIVING OUT ALLOWANCE AND TURNAROUNDS

7. Section 2:

Add a new paragraph at the end of (a) to read; " Workers travelling from outside the Greater Vancouver Area to jobs within the Greater Vancouver area shall be paid either the daily travel allowance or the daily transportation allowance, whichever is greater."

8. Amend the language in (a) and (b) referring to the daily travel allowance to provide whatever the CRA Mileage Allowance is, (currently, 2021 is \$0.59 / km for the first 5,000 km, \$0.53 / km) after that.
9. (b) Amend the Greater Vancouver area exterior boundaries as defined below and as defined in Appendix No. 3. References to city boundaries shall be the boundaries as of the date of ratification.

The Greater Vancouver area shall be recognized as commencing from the North-Western point of West Vancouver city limits east along the northern border of West Vancouver and the District of North Vancouver, east across Indian Arm to the northern border of Anmore, continuing East on the Eastern border of Anmore to the northern border of Coquitlam, continuing east along the Northern border of Coquitlam to the Pitt River, then south along the western banks of the Pitt River, continuing across the Fraser River to Highway 15, continuing south on Highway 15 to Highway 10, then continuing west on Highway 10 to the Tsawwassen Ferry Terminal.

10. Amend the Transportation Allowance in (b) and (c) to a flat rate of \$17.00 for each working day.

Section 3:

11. Add language to (a) to read; "Any member having to travel more than one hundred (100) kilometres one way from their place of residence to any new construction project job, shall be paid up to the limit of the allowances in the Section based on applicable receipts related to the expenses being submitted to the employer prior to the payroll cut-off date for the prevailing pay period. Projects that are either currently underway or have been agreed to and signed by the Company up to the day of ratification of this agreement will be exempted and governed under the preceding agreement.
12. Amend (c) to read; "Effective the date of ratification, the living out allowance for new projects awarded after the date of ratification will be \$160.00 per day, (effective June 15, 2022, \$165.00 per day, effective June 15, 2023, \$170.00 per day), on a seven days per week basis.
13. Add (iii) to this Section to read; " Where accommodation only is provided by the Employer, a \$60.00 per day meal allowance shall be provided, on a seven days per week basis.
14. Delete (i) from this Section.

Section 4:

15. Replace the paragraph of Section 4 with; "On out of town projects of over twenty-eight (28) calendar days duration, the Company shall provide leave every twenty-one (21) calendar days. When leave is granted in accordance with the above terms, and in fact such leave is taken, the employer shall provide reasonable transportation to the terminal from which the employee departed to travel to the project, or their place of residence, (whichever is closer), and back to the job".
16. Amend the third paragraph of Section 4: to read 250 kilometres instead of 400 kilometres.

ARTICLE XI – HEALTH AND WELFARE

Section 3:

17. Effective date of ratification, add language to (b) top read; Prescription Safety Glasses shall be covered under existing Vision Care Coverage."
18. Add language to (h) to read; " The medical travel allowance shall include travel from Vancouver Island."
19. Effective date of ratification, add a new item (m) to Section 3 to read; "All medical notes requested by the employer shall be employer paid."

Section 4:

20. Replace Section 4: (f) with; " In order for reinstatement of lay off coverage to occur, there must be a return to regular full-time employment. An employee returns to regular full-time employment when he is employed for ten (10) working days within a floating period of thirty (30) consecutive days.
21. Add a new Section 7: Pension and Benefit Plan Continuance

Companies and employees shall continue to participate in the current Pensions, LTD, Health and Welfare, Dental, and EHC Benefit Plans for the life of the Agreement and, any adjustments negotiated in the FIR 2024 FIR Coast Master Logging Agreement shall be effective on the same date for Construction Companies covered by the 2021 Coast FIR-USW Construction Agreement.

ARTICLE XV – ACCIDENT PREVENTION COMMITTEE

22. Amend this Article to read;

“ ARTICLE XV – HEALTH & SAFETY

Section 1: Responsibility

The Company agrees that it is the responsibility of the Company to make adequate provision for the health and safety of the employees during the hours of their employment.

The Union and the employees agree to co-operate fully with the Company on all matters of health and safety with the objective of eliminating all workplace accidents.

Section 2: Duties

It is agreed that Part 2 of the BC Workers Compensation Act and the Occupational Health and Safety Regulations is incorporated into and forms part of this Agreement.

Section 3: Pay for Meetings

The Company shall pay straight time rates not exceeding two (2) hours per week to employee members for the actual time spent in attending Health and Safety Committee meetings outside of working hours, with the consent of the Company.

The rate to be paid to employee members shall be the employee's regular straight time job rate.

Section 4: Meetings During Work

Where Health and Safety Committee meetings are held during working hours with the consent of the Company, employees' time shall not be deducted for attending such meetings or investigations into incidents or other time that is reasonably necessary to prepare for meetings of the committee and to fulfill the other duties and functions of the committee.

Section 5: Investigations

In the case of a fatality or serious injury arising from an accident or condition of work, the Local Union shall be notified and shall be permitted to have representatives or designates to participate in the workplace to conduct a full investigation into the fatality or injury.”

Add Section 8: Right to Refuse Unsafe Work

In accordance with the provisions of Section 3.12 of the Occupational Health and Safety Regulation, a worker may refuse to perform any work activity which they have reason to believe is likely to endanger someone.

Where the employer offers refused work to another worker, management must inform the new worker that the offered work is the subject of a work refusal, including the rationale for the refusal. This must be done in the presence of the person who originally refused the work, or, in their absence, another worker chosen by that person able to explain the reasons for the refusal.

Add Section 9: Workplace Bullying and Harassment Program

The employer shall, in consultation with the Joint Health and Safety Committee develop and maintain a written program to implement the policy with respect to workplace harassment.

To protect a worker from workplace harassment, the employer shall ensure that, an investigation is conducted into incidents and complaints of workplace harassment that is appropriate in the circumstances; the worker that has allegedly experienced workplace harassment and the alleged harasser, if they are a worker of the employer, are informed in writing of the results of the investigation and of any corrective action that has been taken or that will be taken as a result of the investigation; the program developed under Section 1 is reviews as often as necessary, but at least annually, to ensure that it adequately implements the policy with respect to workplace harassment.

The employer shall provide a worker with information and instruction that is appropriate for the worker on the contents of the policy and program with respect to workplace harassment.

Add Section 10: Modified Work

The Company and the Union recognize their shared responsibilities towards employees with disabilities including under the applicable legislation. The employer shall notify the Union whenever there is a request for accommodation.

The Company and the Union are committed to support the return to work of employees with a disability and to ensure that they are treated with respect and dignity at all times.

ARTICLE XXII – ADJUSTMENT OF GRIEVANCES

Section 2: Time Limit

23. Amend to read:

The Company shall not be required to consider any grievance which is not presented within fourteen days specified in Step One. Time limits in the Grievance Procedure beyond Step One may be adjusted by mutual agreement and requests for extension of the time limits by one party will not be unreasonably denied by the other party. Where the time limit has been exceeded by either party due to unforeseen circumstances, the time limit shall be extended to a time mutually agreed to by the parties.

Where the Company or the Union is not able to observe this time limit by reason of the absence of the aggrieved employee or the Shop Committee from the operation, the said time limit shall not apply. Both parties shall be bound to proceed in such a case as quickly as may be reasonably possible.

ARTICLE XVIII – TOOLS

24. Add language to Section 3: to read, "The Employer shall provide tools on a project-by-project basis as required so as to ensure the employee has all the necessary equipment to properly and safely carry out the work."


ARTICLE XXIX – DURATION OF AGREEMENT


25. The term of the Agreement shall be for three (3) years, (from June 15, 2021 to midnight June 14, 2024).

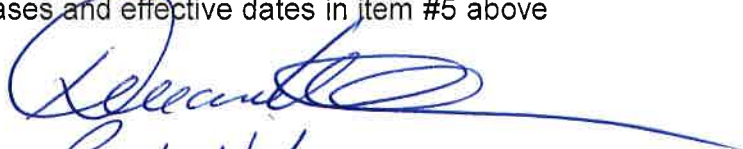
APPENDIX No. 2


26. Delete Appendix No. 2 and replace with rates that were agreed to in negotiations on July 13, 2021 and are contained in the amended Appendix No. 2 attached. It is understood that the general wage increases and effective dates in item #5 above shall apply to these rates as well.


Signed this 8 day of ~~November~~^{December}, 2021




Forest Industrial Relations Limited






United Steelworkers Locals 1-1937 and 2009

APPENDIX No. 2

(i)	Hourly Rates	Effective June 15 2021	Effective June 15 2022	Effective June 15 2023
	Journeyman Certified	45.320	46.680	47.845
	Journeyman	43.290	44.590	45.705
	Improver	35.765	36.840	37.760
	Helper	33.525	34.530	35.395
	Labourer	31.590	32.540	33.355
(ii)	Apprentices			
	First Term	75% of the Certified Rate		
	Second Term	75% of the Certified Rate		
	Third Term	80% of the Certified Rate		
	Fourth Term	80% of the Certified Rate		
	Fifth Term	85% of the Certified Rate		
	Sixth Term	85% of the Certified Rate		
	Seventh Term	90% of the Certified Rate		
	Eight Term	90% of the Certified Rate		

* Current apprentices receiving a higher rate will be red circled.