

SOURCE			
EFF.	94	05	01
TEXAS	97	04	30
NO. EMPLOYEES		14	
NOMBRE D'EMPLOYÉS		80	

COLLECTIVE AGREEMENT

1994 - 1997

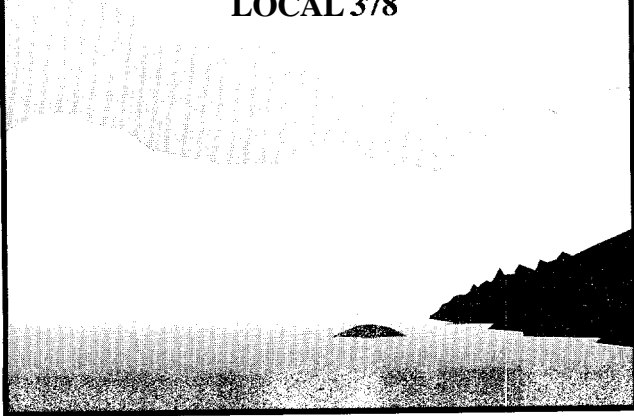
BETWEEN

**WESTERN PULP LIMITED
PARTNERSHIP**

Squamish Operation, Squamish, B.C.

-AND-

**OFFICE AND TECHNICAL
EMPLOYEES' UNION
LOCAL 378**



152600

152600

COLLECTIVE AGREEMENT

1994 - 1997

between

**WESTERN PULP LIMITED
PARTNERSHIP**

Squamish Operation, Squamish, B.C.

- AND -

**OFFICE AND TECHNICAL
EMPLOYEES' UNION
LOCAL 378**

THIS AGREEMENT MADE AND ENTERED INTO THIS
17th DAY OF July, 1995.

BETWEEN: WESTERN PULP INC.

Box 5000
Squamish, B.C.
V0N 3G0

(hereinafter called "the Company")

AND: OFFICE AND TECHNICAL EMPLOYEES' UNION
LOCAL 378

2nd Floor, 4595 Canada Way
Burnaby, B.C. V5G 4L9

(hereinafter called "the Union")

The purpose of this Agreement is to maintain a harmonious relationship between the Company and the employees; to define clearly the hours of work, rate of pay and conditions of employment; to provide for an amicable method of settling differences which may from time to time arise; and to promote the mutual interest of the Company and its employees and in recognition whereof, the parties hereto covenant and agree as follows:

INDEX

Article No.	Page No.
1	RECOGNITION..... 5
2	NO DISCRIMINATION..... 6
3	UNION SECURITY 6
4	MANAGEMENT RIGHTS..... 6
5	JOB STEWARDS 7
6	NOTICE BOARD..... 7
7	SENIORITY 7
8	JOB VACANCIES, EMPLOYMENT AND PROMOTIONS..... 8
9	LAYOFF AND RECALL..... 10
10	TERMINATION AND DISCIPLINE..... 14
11	GRIEVANCE AND ARBITRATION PROCEDURES..... 15
12	NO STRIKE, NO LOCKOUT..... 17
13	HOURS OF WORK AND OVERTIME 18
14	PAID HOLIDAYS 20
15	VACATIONS..... 21
16	LEAVE OF ABSENCE 23
17	WAGE ADMINISTRATION..... 24
18	SICK LEAVE..... 27
19	HEALTH, WELFARE AND PENSION BENEFITS..... 28
20	AUTOMATION AND TECHNOLOGICAL CHANGE 30
21	OCCUPATIONAL HEALTH AND SAFETY 31
22	DURATION OF AGREEMENT 32
	SIGNATURE OF PARTIES TO AGREEMENT 33
	Appendices..... 34
	Letters of Understanding..... 40
	Collective Agreement 3

Appendix A

Section I	Job Classifications	34
Section II	Wage Schedule "A"	34
Section II	Wage Schedule "B"	35
Section II	Wage Schedule "C"	35
Section II	Bi-Weekly Schedule "A"	35
Section II	Bi-Weekly Schedule "B"	36
Section II	Bi-Weekly Schedule "C"	36
Section III	Miscellaneous.....	36
Appendix B	Dental Care Plan	37
Appendix C	Benefits	38
Letters of Understanding		
#1	Accumulated Day OFF	40
#2	Howe Sound Allowance.....	41
#3	Pensions	42
#4	Time Off At New Years.....	44

Article 1: Recognition

- 1.01** The Company recognizes the Union and its authorized representative(s) as the sole and exclusive representative of all employees for which the Union's Certificate of Bargaining Authority dated May 15, 1973 has been issued by the Labour Relations Board of British Columbia.
- 1.02** Where the time periods are specified in days, weeks, months or years, and the context does not otherwise provide, the agreement be taken to mean the calendar period.
- 1.03** Duties normally performed by employees within the bargaining unit will not be performed by non-bargaining unit employees except in the case of emergencies. The application of this clause does not limit bargaining unit employees or non-bargaining unit employees in the performance of functions or use of equipment which are common to their normal duties.
- 1.04** Neither the Company nor its representatives will require or permit any employee covered by this Agreement to make a written or oral agreement with the Company which may conflict with the terms of this Agreement.
- 1.05** Contracting Out
- a) The Company will not contract out bargaining unit work:
 - i) which results in the lay off of employees, or
 - ii) to do the job of employees on lay off.
 - b) It is not the intent of the Company to replace its regular workforce through the use of contract firms in the mill.

Article 2: No Discrimination

2.01 Neither the Union nor the Company, in carrying out their obligations under this Agreement, shall discriminate either directly or indirectly in matters of hiring, training, promotion, transfer, layoff, discharge or discipline or in any other way because of race, colour, creed, national origin, age, sex or marital status, or by reason of membership in the Union.

Article 3: Union Security

3.01 All employees presently members of the Union shall, as a condition of employment, remain members of the Union. New employees hired subsequent to the effective date of this Agreement, shall, as a condition of employment, after fifteen (15) working days from the date of employment become and remain members of the Union.

3.02 Upon written authorization from the employee, the Company agrees to deduct Union initiation fees, dues and assessments from the wages of each employee and to transmit the monies so collected to the Union, once monthly, together with a list of employees with the amounts deducted.

3.03 The Company agrees to inform the employee of the provisions of Article **3.01** and **3.02** as above, and to direct the employee to the Job Steward for the necessary signing of Initiation Fee and Dues Deducted Assignment forms.

Article 4: Management Rights

4.01 The management and operation of the Company's business and the direction of the employees is vested exclusively in the Company which retains all rights and responsibilities of management not specifically modified by this Agreement.

Article 5: Job Stewards

- 5.01** The Union shall designate certain regular employees as Job Stewards, and the names of such employees will be notified to the Company in writing immediately upon their appointment. These Job Stewards will carry out their duties during working hours subject to permission being given by their supervisors. Such permission will not be unreasonably withheld.

Article 6: Notice Board

- 6.01** The Company agrees to furnish a notice board in a mutually agreed upon location easily accessible to the employees, for the purpose of posting notices of interest to the Union.
- 6.02** The Union can post material the subject matter of which will be restricted to recreational and social activities of the Union, notice of meetings and agendas, and notices of Union elections.
- 6.03** All material other than as provided in 6.02 posted on the bulletin board will be subject to the approval in writing by the Industrial Relations Department before being posted.

Article 7: Seniority

- 7.01** Seniority for the purpose of this Agreement shall be the length of continuous service with the Company as a member of the Union. However, any employee, at the time the Union was certified to represent the unit, who was covered under the 1973 Collective Agreement shall have seniority dated from their last date of hire.
- 7.02** A regular employee is a person who is employed as a regular salaried employee on a full time basis and has completed the probationary period.

- 7.03** The Company shall prepare upon request, not more than twice yearly, a current seniority list.
- 7.04** An employee on lay-off shall not lose his seniority until the expiry of his recall rights under Article 9.
- 7.05** Subject to Article 8, any person employed by the Company, upon being transferred from outside the bargaining unit to a position covered by this Agreement shall be credited for seniority purposes with the total length of continuous service since she/he was last hired, except that in the case of lay-off and job competitions only seniority accumulated by service in the bargaining unit shall be counted, and provided that such transfer will not result in the lay-off or the extension of a lay-off of any employee of this bargaining unit.

Article 8: Job Vacancies, Employment and Promotions

- 8.01** When a position in the bargaining unit requires filling, the vacancy will be posted for not less than five (5) working days so that employees in the unit may have the opportunity of applying. The bulletin will designate the group, job classification, salary rate and qualifications required. The Company will acknowledge all applications and advise the unsuccessful applicant(s) of the result of the job competition.
- 8.02** All positions required for over three (3) months shall be posted except that temporary positions of less than three (3) months duration and vacancies occurring due to illness, injury, vacations or other authorized leave of absence shall not be posted. Should a temporary job, filled without posting, exceed three (3) months, that position will be posted unless otherwise agreed to by both Parties. It is the intent of the parties, however, that subject to the requirements of the Departments and when bargaining unit employees capable of performing the work are available,

such vacancies will be filled from within the bargaining unit. It is the intent of this clause that preference will be given to employees within the department where the vacancy occurs.

- 8.03** The senior employee as defined in Article 7.05, possessing the minimum job qualifications, and the skill, competence and efficiency for the job concerned, shall be given preference when filling a job vacancy within the bargaining unit.
- 8.04** If there is no applicant within the bargaining unit who meets the above requirements, then the Company may fill the vacancy by hiring outside the bargaining unit.
- 8.05** A regular employee promoted to a higher rated position shall be on trial for the first three (3) months. During this period the employee will be provided with orientation in the new job. If at any time after a reasonable period of orientation the employee is reasonably considered to be unsuitable, or elects to decline the new position, the employee will be returned to his former position. Trial periods may be extended by agreement between the Company and the Union. Trial periods shall not be considered probationary periods and an employee on such trial shall retain all rights under this Agreement.
- 8.06** A new employee will be considered probationary for the first two (2) continuous months of full time employment, after which the employee will achieve regular status and her/his name shall be placed on the seniority list according to her/his last hiring date. Employees recalled from layoff shall not be considered as new hires.
- 8.07** A performance review will be conducted during a new employee's probationary period and regular employee's trial period. It is the intent that the performance will be reviewed following a reasonable assessment period but in any event, such review shall not be held later than two weeks prior to the end of the period. The Company will

assist any employee in identifying and overcoming deficiencies in the performance of the job.

- 8.08** In general, employees are encouraged to seek advancement. To this end, where deemed practical by the Company and where without additional staffing the workload and departmental requirements permit, an employee shall be provided on-the-job training within the department to obtain skills to qualify for other jobs. The foregoing does not limit possible reduction of staff, layoff, nor imply any guarantee of employment advancement.

Article 9: Layoff and Recall

9.01 If a reduction in staff is necessary, the following general procedure shall be adopted:

- a) The Company shall provide the Union and employees with as much notice as possible. In the event of a permanent layoff, notice shall not be less than sixty (60) days except in an emergency situation.
- b) Probationary employees shall be laid off first
- c) Regular employees shall be laid off on the basis of their seniority with the employee with the least seniority being laid off first provided the employee(s) retained are qualified to perform the normal job duties.
- d) Apply the provisions of the Employment Standards Act where applicable.

9.02 A regular employee who is subject to layoff may be offered placement into an equivalent position or a lower graded position or may displace a less senior employee from an equivalent or lower level job on the following basis:

- a) An employee shall be offered an available vacant position of equal grade that the employee can perform after appropriate training and orientation; or

- b) If no vacant position at an equal grade level is available or the employee declines such placement, the employee shall be offered an available vacant position at a lower grade level that the employee can perform after appropriate training and orientation; or
- c) If no vacant position is available or the employee declines such placement, the employee may elect to exercise seniority and displace an employee in the following manner:
 - i) the employee shall displace the employee with the least seniority within the job group or grade; or
 - ii) displace a less senior employee in a position the employee had previously held; or
 - iii) displace a less senior employee in another position by mutual agreement of the parties; or
- d) An employee may elect a layoff and be placed on recall as provided by **9.04**; or
- e) Elect to terminate employment with the Company and receive severance pay in accordance with **9.03**; or
- f) Elect to receive training in accordance with **9.05** to qualify to displace a less senior employee under (c) above.

9.03 If the reduction in staff is a permanent reduction or elimination of a regular position, the employee who is subject to layoff shall receive severance pay. Severance pay will be calculated by one of the following two methods, it being the choice of the affected employees as to which method:

- a) Two and one-half weeks (2½) pay at the employee's current salary at the time of layoff for each completed year of service, with a minimum of ~~two~~ and one-half (2½) weeks severance pay and a maximum of forty five (45) weeks severance pay.

- b) Four percent of the employee's total earnings for the last period of continuous service, the maximum severance pay being an amount equal to 1687.5 hours at the employee's current rate at layoff.

The severance pay will not be more than the employee would normally receive if he remained at work to his normal retirement date.

9.04 Recalls shall be made in the inverse order to the layoffs, provided that the employees so recalled are qualified to meet the normal requirements of the work. New employees shall not be hired until laid off employees who are qualified to meet the normal requirements of the work have been recalled; except positions may be temporarily filled should the laid off employee upon recall not be available or not be able to respond, when required. An employee shall be responsible for notifying the Company of any address change. An employee shall report for work as soon as reasonably possible after recall notice. Should the employee fail to return upon receipt of notice, recall rights for such job shall be forfeited. An employee who is unable to respond because of sickness, injury, or other acceptable reason at the time of recall shall not forfeit rights under this Article.

9.05 To facilitate laid off employees displacing a less senior employee, the Company will commit to the following training or retraining:

- a) up to one week where the layoff is estimated to be in excess of forty-five **(45)** days.
- b) up to three **(3)** weeks where the layoff is estimated to be in excess of ninety **(90)** days.

- c) where the layoff results from a temporary mill closure in excess of one hundred and eighty (180) days, the Company will participate in a program of training for another job within the operation normally performed by bargaining unit employees, recognizing there will be limitations where special qualifications are required.
- 9.06** Employees on layoff who have completed their probationary period of two (2) continuous months in accordance with Article **8.06** shall be entitled to recall rights for twelve (12) months.
- 9.07** Employees on layoff who have eighteen (18) months or more seniority shall have their benefits continued for a period of twelve (12) consecutive months from the date of layoff. Employees on layoff who have less than eighteen (18) months, shall have their benefits continued for a period of six (6) consecutive months from the date of layoff.
- 9.08** An employee on layoff who is eligible for severance pay under **9.03** may elect to terminate employment at any time or may wait until expiry of recall rights, and receive payment as provided. Rights to recall and other provisions of the Agreement cease with severance payment.
- 9.09** An employee who is required to assume a lower graded job as a result of elimination of a regular position shall retain her/his current salary on a red-circle basis for a period of six (6) months, after which the employee shall receive the proper graded rate in accordance with seniority. An employee recalled to the original position held prior to the layoff or a position of equal grade shall retain the salary position at time of layoff.

Article 10: Termination and Discipline

- 10.01** The Company has the right to discipline or discharge for proper cause any employee without notice. In cases of written warnings, suspensions or discharge, the employee and the Union will be provided with written statement of the reasons.
- 10.02** A regular employee may be terminated for inadequate performance only after the following procedure. A written warning of the deficiency shall be provided to the employee with a copy to the Union and such notice shall specify a period of time of not less than two (2) months within which the employee, assisted by the supervisor concerned, is to correct the deficiency. If at the end of this period of time, the time limit is not extended, and the deficiency has not been corrected, the employee may be terminated upon two (2) weeks further written notice or two (2) weeks pay in lieu of notice.
- 10.03**
- a) The employee shall be given a copy of any information entered into her/his personnel file at the time of the addition.
 - b) The employee shall have the right to view her/his file upon request at a mutually convenient time for the Supervisor, Industrial Relations Department and the employee.
 - c) The employee shall have the right to have a Job Steward or Union Representative present when she/he views her/his file. The file can only be viewed in the presence of an Industrial Relations Department representative.
 - d) Any documents placed on the employee's file will include the employee's signature indicating that they have received a copy. If the employee refuses to sign the document, it will be noted and filed.

10.04 An employee shall have the right to have a job steward or other Union representation at any discussion with management personnel which the employee believes might be the basis of disciplinary action. Where management personnel meet with an employee with the intent to administer discipline, they shall notify the employee *in* advance of that meeting.

Where the foregoing pertains to a job steward, a Union Representative may be present providing that this does not result in an undue delay of the proceedings.

This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

Where a Job Steward is not on site, the employee may have an employee of their choosing present in such discussions.

Article 11: Grievance and Arbitration Procedures

11.01 Any complaint, disagreement or difference of opinion between the parties hereto concerning the interpretation, application, operation, or any alleged violation of the terms and provisions of this Agreement, shall be considered a grievance and shall be settled in the following manner:

Stage I

When a grievance occurs, the employee concerned or the Union will, within thirty (30) days, submit the grievance in writing to the Contact Supervisor concerned. (The Contact Supervisor is defined as the first level of management outside of the bargaining unit.)

The parties will discuss the grievance and attempt to settle it. The Contact Supervisor will give a decision in writing within five (5) days of the grievance being submitted to her/him.

Stage II

The matter shall be deemed to be resolved at Stage I unless within ten (10) working days of the written decision of the Contact Supervisor the Union refers the matter to the Industrial Relations Manager. Within ten (10) working days of this referral the Industrial Relations Manager shall give a decision in writing. The Union shall have ten (10) working days to decide whether or not it will accept the decision of the Industrial Relations Manager. Grievances other than those involving individual employees may be initiated at Stage II by either party.

Stage III

The matter shall be deemed to be resolved at Stage II unless within ten (10) working days of the written decision of the Industrial Relations Manager, the Union refers the matter to the Mill Manager. Within ten (10) working days of this referral the Mill Manager shall give a decision in writing. The Union shall have twenty-two (22) working days to decide whether it will accept the decision of the Mill Manager or proceed to arbitration.

Stage IV

If no settlement is reached under the foregoing procedure or where any difference arises between the parties as to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether the matter is arbitrable or not the matter may be referred by either party to a single arbitrator who shall be selected by agreement of the parties or failing such agreement within ten (10) days be selected by the Minister of Labour. The single arbitrator shall examine the matter and render a

decision as soon as possible, which decision shall be final and binding on both parties for the duration of the Agreement. Where an employee has been dismissed, suspended or otherwise disciplined, the arbitrator may, pursuant to the provisions of Section 98, Subsection 1 and 2 of the Labour Code of British Columbia, substitute such other penalty for the dismissal, suspension or discipline as the arbitrator considers just and reasonable in all the circumstances. The arbitrator shall not have the power to change, amend or modify any of the provisions of this Agreement.

- 11.02 Each party to this Agreement shall be responsible for one-half (%) of the fees and expenses of the single arbitrator including any disbursements incurred by the Arbitration proceedings.
- 11.03 The time limits provided in Stages I, II, III and IV of the Grievance Procedure may be extended or waived by either party by mutual agreement providing the request is in writing and is within the time frame provided. If the Company fails to respond in writing within the prescribed time limits at any stage, either giving a decision or requesting an extension, the grievance will automatically advance to the next stage.

Article 12: No Strike, No Lockout

- 12.01 In view of the orderly procedure established by this Agreement for settling grievances, the Company agrees that there will be no lockout of its employees and the Union agrees that there will be no strikes, slow-downs, walkouts or other action which will stop or interfere with plant or office operations during the term of the Agreement.
- 12.02 The Company will not discipline or discharge employees for refusing to cross a legal picket line.

Article 13: Hours of Work and Overtime

13.01 The normal work week shall be thirty-seven and one-half (37½) hours, Monday to Friday. An alternate day off may be selected for Saturday at no penalty to the Company if mutually agreed between the employee and the Company.

13.02 Overtime on Sunday or Statutory Holiday will be at double time (2x). Overtime in excess of two (2) hours that is not a Sunday or a Statutory Holiday will be at double time (2x). All other overtime will be at time and one-half (1½ x).

Employees who work in excess of 9.5 hours in a day shall have the option of receiving the overtime premium on the basis of this section or of receiving straight time for hours in excess of 9.5 in a day and take equivalent time off at the hourly rate for the job when the work was performed, at a time suitable to the employee and the Company.

Employees shall be permitted to bank up to a maximum of 75 hours.

13.03 Overtime is to be voluntary, but the Union acknowledges that overtime will be worked and will be distributed equally among the employees qualified to perform the work. When the Company determines the necessity for overtime and there are no volunteers, the Company has the right to schedule employees to work overtime. As much notice as possible shall be given but not less than one hour. If the employee has already left the mill site and is on the ferry and she/he is asked to return to work, then the two (2) hour call in time penalty will be applied.

13.04 For the purposes of calculating overtime payments, the basic hourly rate shall be computed by dividing the employee's normal bi-weekly wage rate by the normal bi-weekly hours (rate divided by 75 hours).

13.05 An employee who is requested to report for work during other than her/his scheduled hours shall be paid a two hour straight time penalty in addition to pay for the time actually

worked. In any case where the sum of the pay for time actually worked plus the two hour penalty is less than four hours at straight time, she/he shall nevertheless be paid a minimum of four hours at straight time.

- 13.06** A meal shall be provided to an employee when she/he is required to remain at work for more than one **(1)** hour after completion of her/his shift. One additional meal shall be provided every four **(4)** hours thereafter. A meal shall be provided at normal meal times to an employee required to work on her/his day off, except where the work is prescheduled and the employee has been notified in advance. In lieu of the meal on company time, the employee may elect to receive a meal ticket with current value.
- 13.07** There shall be two relief periods of fifteen **(15)** minutes each, one in the first half of the work day and one in the second half of the work day.
- 13.08** An employee who fails to report for her/his regular scheduled shift because of inoperable ferry transport due to inclement weather, or mechanical breakdown of ferry will nevertheless receive two **(2)** hours pay.
- 13.09** A shift premium of **\$.31** per hour will be paid in addition to the regular salary rate on all work performed between the hours of **4:00 p.m.** and **12:00** midnight. A shift premium of **\$.50** per hour will be paid in addition to the regular salary rate on all work performed between the hours of **12:00** midnight and **8:00 a.m.** The premium will be included in the salary rate for the purposes of calculating overtime.
- 13.10** Where department requirements permit, and where there is no inconvenience or additional cost to the Company, an employee may arrange on a specific occasion to extend the daily work schedule in order to allow alternate time off within the normal work week.

Article 14: Paid Holidays

- 14.01 The Company agrees to provide all employees with the following holidays, which shall be considered holidays without loss of pay:
- | | |
|----------------|------------------|
| New Year's Day | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | December 24 |
| Canada Day | Christmas Day |
| B.C. Day | Boxing Day |
| Labour Day | |
- Heritage Day - if declared a gazetted holiday by the federal or provincial government during the term of this Agreement.
- 14.02 Any of the above holidays falling on a scheduled day off will be observed on working days that are adjacent to the day(s) off as mutually agreed between the employee and the Company.
- 14.03 Regular active full time employees will be granted one (1) Personal Floating Holiday during each contract year, to be arranged at a time suitable to the employee, the Company and the departmental requirements.
- 14.04 When a paid holiday defined under 14.01 above falls during an employee's vacation, she/he will receive an additional day off without loss of pay.
- 14.05 When a paid holiday defined under 14.01 above falls during an employee's period of unpaid leave she/he shall nevertheless be paid for the holiday providing that the leave does not exceed ten (10) working days.
- 14.06 An employee required to work on a paid holiday shall be paid at the overtime rate in 13.02 for all hours worked in addition to the holiday pay.
- 14.07 To qualify for a paid holiday, new employees must have been on the payroll for not less than sixty (60) days just preceding the holiday.

Article 15: Vacations

- 15.01 Annual vacations with pay shall be granted employees and will be based on continuous service with the Company. Periods of layoff during which recall rights to not expire will not be considered a break in service.
- 15.02 Paid vacation shall be on the following basis, effective January 1, 1982:

On or After	Annual Entitlement
1st Anniversary	15 working days
7th Anniversary	20 working days
15th Anniversary	25 working days
24th Anniversary	30 working days
30th Anniversary	35 working days

- 15.03 A regular employee shall receive a percentage of her/his gross earnings for the year in which the vacation was earned based on the following table for each five (5) working days of entitlement or, provided the employee has worked two-thirds (2/3) of the full time hours available, her/his regular salary for the entitlement period, whichever is greater.

Years	Days	Percent of Gross Earnings
1st Anniversary	15	6
2nd Anniversary	15	6.5
7th Anniversary	20	8.5
15th Anniversary	25	10.5
24th Anniversary	30	12.5
30th Anniversary	35	14.5

(Vacation pay increases shall be effective on the employee's anniversary date following May 1, 1995.)

- 15.04 Time not exceeding one (1) year lost as a result of sickness, an accident, disability, or maternity leave shall be considered as time worked for the purpose of qualifying for vacation entitlement, provided the employee has been employed for one (1) year and returns to regular employment.
- 15.05 A vacation request sign-up for annual vacation entitlement shall be conducted by May 1st. One vacation period shall be selected by seniority until all employees have so chosen, then second or third periods shall be chosen until all periods are taken. Such signed and approved vacation periods may only be changed by mutual agreement.
- 15.06 An employee may carry over five (5) days of annual vacation entitlement to the following year, provided notice of intent is given in writing at least three (3) months prior to the end of the employee's current vacation year.

- 15.07 Employees shall be eligible for Supplementary Vacations on the following basis:

On or After	5-Year Entitlement
5th Anniversary	5 working days
10th Anniversary	10 working days
15th Anniversary	10 working days
20th Anniversary	15 working days
25th Anniversary	15 working days
30th Anniversary	20 working days
35th Anniversary	20 working days
40th Anniversary	25 working days

Supplementary Vacation entitlements are to be taken during the five (5) year period, immediately following eligibility.

- 15.08 An employee may elect pay in lieu of part of the annual and supplemental vacation days entitlement. It being intended that an employee should take at least the minimum 10 or 15 working days of annual vacation entitlement as provided by provincial regulation except where equivalent or excess leave has occurred.

Article 16: Leave of Absence

- 16.01 The Company will grant leave of absence without pay to one employee who is elected or appointed to a full time position either with the Local or the International Union. If the employee elects to return to the Company following her/his leave of absence she/he shall be entitled to be classified in a position which will provide under the then current Agreement, a salary rate which will be at least equal to her/his former salary, including all negotiated changes in rate occurring during the leave of absence. An employee on leave under this section must re-apply annually. On termination of service with the Union, she/he will return to work with the Company within one (1) month or lose all rights as an employee.
- 16.02 Subject to departmental requirements, the Company will grant leave of absence without pay upon written request of the Union to not more than two (2) employees at any one time to attend Union Conventions or Conferences.
- 16.03 The Company, at its discretion and without prejudice, may grant leave of absence with or without pay to any employee. All requests shall be made in writing. Such requests will be subject to departmental requirements and will not be unreasonably withheld.
- 16.04 An employee who is subpoenaed as a witness and appears or who attends for or serves on jury duty, shall continue to receive her/his regular salary. The employee agrees to reimburse the Company any monies received for performing this public duty except reimbursement received for necessary and reasonable traveling and lodging expenses.
- 16.05 Bereavement leave of a maximum three (3) days with pay shall be granted an employee in the event of a death of a spouse, son, daughter, parent, except when an employee travels outside the province to attend or arrange the funeral she/he shall be granted five (5) calendar days bereavement leave without **loss** of pay for any working days.

A maximum of three (3) days leave with pay shall be granted an employee in the event of a death of a brother, sister, grandparent, grandson, granddaughter, mother-in-law, or father-in-law, stepchild, stepparent, daughter-in-law, son-in-law to attend or arrange the funeral.

- 16.06** Leave of absence without pay will be granted to regular employees for maternity reasons in accordance with the Employment Standards Act. Leave will be extended to a maximum of six (6) weeks in excess of that provided under the Act, where there is valid and documented medical reason applicable to the health or well being of the child.

Article 17: Wage Administration

- 17.01** Employees will be classified and paid in accordance with the salary schedules set out in Appendix "A".

Wage Increases

May 1, 1994 to April 30, 1995 3%

May 1, 1995 to April 30, 1996 3%

May 1, 1996 to April 30, 1997 3%

(Rate increases shall be retroactive to May 1, 1994.)

- 17.02** Each of the classifications in Appendix "A" shall have a job description that describes the basic responsibilities as clearly and specifically as possible. Should the Company wish to establish new job classifications or modify the job description of existing classifications during the term of the Agreement, the Company will notify the Union immediately of the **details** of such changes. The parties will meet within thirty (30) days to negotiate the appropriate salary for the new or modified classification and agree by letter to place it in one of the existing rate groups in Appendix "A" or in a new rate group that may be agreed upon between the parties.

Should the parties be unable to agree on the appropriate salary for the new or modified classification the matter will be referred to a single arbitrator for final settlement according to Stage IV of the Grievance Procedure.

It is agreed that new or modified classifications may be filled and the new or modified duties performed prior to reaching agreement with the Union but any increase in salary as may be determined above will be effective from the date the employee was assigned the responsibilities of the new classification.

In the event that qualifications for a job classification are changed, all employees who are incumbents in the job, or who have held the job for 120 working days in the previous twelve (12) months, or who have held the job on a permanent basis and are displaced from their current job, will be considered qualified for the purposes of 9.02.

Signing Bonus

The Company agrees to within 14 days of ratification of the terms of settlement, all regular full-time employees who have worked a minimum of 1,000 hours in the preceding 12 month period will receive a cash payment of one thousand dollars (\$1,000.00).

If an employee's written request is received within the 14 day period noted above, the cash payment of one thousand dollars (\$1,000.00) will be directed to an R.R.S.P. of the employee's choice.

Special Allowances

The Company agrees to provide a \$.30 per hour increase effective May 1, 1994 to all employees.

Howe Sound Allowance

The Company agrees to provide Howe Sound Allowance as outlined in Letter of Understanding #2 providing the Union agrees to the cancellation of current Article 13.11 - \$10 Allowance.

Pay Equity

The Company agrees to increase Grade 2 Stenographers to Grade 3, effective date of ratification.

- 17.03** An employee may be required temporarily to perform work normally performed by employees under different classifications provided the classifications are in the same salary grade and provided the employee's overall work performance is assessed in accordance with her/his regular classification.
- 17.04** A new employee shall receive the salary increments in accordance with the salary schedules set out in Appendix "A" with a time interval as indicated on the schedules.
- 17.05** An employee temporarily assigned to a higher **job** classification or replacing another employee in such higher classification shall be temporarily placed on the higher job classification wage scale in accordance with 17.06. This provision shall apply to periods of one (1) day or more, but shall not apply for coverage for an Accumulated Day ~~off~~.
- 17.06** Normally time on temporary assignment is not cumulative. However, under exceptional circumstances where the employee continues to be actively involved with the job functions, consideration may be given to crediting relief time. The Company will decide each case on its merits.
- 17.07** An employee who is promoted to a higher job classification will receive an increase of 5% or the classification start rate, whichever is the greater, after first determining a pro-rata adjustment to their present salary based on the monthly accrued time since the employee was at the start rate, if not presently at the one (1) year step. Thereafter, progression along the salary scale will be twelve (12) months.
- 17.08** Where an employee has been temporarily assigned to a higher job classification and such job subsequently becomes vacant, and the employee is successful in obtaining such vacant position, for the purposes of Service

increases, the employee shall have the start date backdated to the date of the last temporary assignment.

- 17.09 Service increases in the grades shall be automatic, except that such increases may be withheld for inadequate performance, providing that one (1) month notice of intent to withhold is given in writing by the Company to the Union and employee involved. If the employee has fully restored her/his performance at some subsequent date, she/he shall regain her/his position within the salary scale on a non-retroactive basis.
- 17.10 An employee laid off and recalled shall receive the salary for the job to which she/he is recalled.

Article 18: Sick Leave

- 18.01 A non-cumulative sick leave salary continuance allowance at full pay will be set up for each employee based on years of service with the Company as follows:

Years of Continuous Service	Salary Continuance At Full Pay*
Less than 5	4 weeks
5 but less than 6	5 weeks
6 but less than 7	6 weeks
7 but less than 8	7 weeks
8 but less than 9	8 weeks
9 but less than 10	9 weeks
10 but less than 11	10 weeks
11 but less than 12	11 weeks
12 but less than 13	12 weeks
13 but less than 14	13 weeks
14 but less than 15	14 weeks
15 and over	18 weeks

- * No payments shall be made for time lost due to pregnancy unless there is a serious complication of pregnancy (requiring hospitalization) which truly disables the employee.

- 18.02 An employee on sick leave must return to work for at least forty (40) working days before qualifying for a new period. It is understood that where an employee returns from sick leave and works less than forty (40) days before going on sick leave again, any unused portion of the original salary continuance allowance will still be available to her/him.
- 18.03 Employees will make every effort to schedule medical or dental appointments to avoid disruption in the departmental work schedule. Employees will provide as much notice as possible for pending appointments. Where, by necessity, such leave exceeds three (3) hours it may be deducted from the allowable sick leave or from pay if the sick leave is exhausted.
- 18.04 An employee on sick leave for greater than five (5) days shall supply the employer with a medical report form completed by their physician. If the disability extends for a prolonged period of time, employees shall provide monthly updates of their status.
- 18.05 **Weekly Indemnity**
Maximum Weekly Indemnity benefit will be increased to \$620.00 effective May 1, 1996.

Article 19: Health, Welfare and Pension Benefits

- 19.01 The present Weekly Indemnity, Major Medical, Group Travel Insurance and Dental Plan (Appendix "B") and Long Term Disability (Appendix "C") will be continued at no premium cost to the employee.
- 19.02 The present B.C. Medical Plan will be provided at no premium cost to the employee.
- 19.03 Effective July 1, 1988, a group life insurance plan will be provided at no premium cost to the employee.

19.04 The Company and employees shall participate in the **Pulp and Paper Industry** Pension Plan subject to terms and conditions established by the Plan Trustees. The Company shall contribute to the Plan based on hours of work as defined under the Plan. However, the amount of contribution per hour shall be subject to the surcharge established by the Plan Trustees as a condition of membership due to the normal hours of work of the employee being thirty-seven and one-half (**37%**) hours per week, compared to the normal forty (**40**) hours per week under the Plan. Conditional participation in the Plan was established pursuant to the Letter of Understanding dated December 7, 1979.

The Company will make the following lump sum payments to the pension plan's unfunded liability for pre-1990 service.

October 1, 1995 \$1,000 per employee
 on the payroll on that date.

January 1, 1996 \$1,000 per employee
 on the payroll on that date.

(See Letter of Understanding #3 Pulp and Paper Industry Pension Plan.)

19.05 In the event of a Labour dispute, the Company will continue to maintain Group Life, Major Medical and Dental coverage subject to the insurance carrier limitations, with the full costs of the premiums being paid monthly by the employees.

19.06 Effective May 1, 1995, the present Major Medical Plan will be amended to provide for payment up to the maximum of \$150.00 per employee or dependent in any 24 consecutive month period for charges incurred relative to the purchase of lenses and frames or contact lenses when prescribed by a qualified person; provided however that, if the eyeglasses are for an employee for use while working in a required area, they must be a safety type.

Article 20: Automation and Technological Change

- 20.01** Should the Company intend to introduce automation, new procedures, new equipment of a different nature or kind than previously utilized which would result in the displacement or redundancy of employees, such employees and the Union shall be notified in writing six (6) months in advance.
- 20.02** An employee subject to 20.01 shall be retained at her/his current salary for a period of one (1) week per year of service with a minimum of four (4) weeks and a maximum of twelve (12) weeks during which the Company shall endeavor to place the employee in an available position, train the employee to assume a new position, or provide the options under Article 9.02. The period of notice shall be measured from the date the employee and Union are notified as outlined in Article 20.01. Within a reasonable period, but not later than midway in the period of notice, of being offered an available position or commencement of training to assume a new position the employee shall accept or decline such placement or training.
- 20.03** Should the Company be unable to place or train the employee as per above, or should the employee decline such placement or training, the employee shall then elect to:
- a) Secure a position as provided for by Article 9; or
 - b) Terminate employment with the Company and receive severance pay equal to two and one-half (2½) weeks pay at the employee's current salary for each completed year of service with a minimum of four (4) weeks severance pay and a maximum of forty-five (45) weeks severance pay.

Article 21: Occupational Health and Safety

- 21.01 The Union and the Employer agree that all health and safety regulations and statutes as established by the Province of British Columbia pertaining to the workplace shall be fully complied with.
- 21.02 No employee shall be disciplined for refusing work which she/he has reasonable cause to believe is unsafe and where she/he acts in compliance with Section 8.24 of the Workers' Compensation Board regulations.
- 21.03 If a serious accident or near miss should occur involving a member of the Union, a representative from the Union, and the employer shall conduct an investigation and report their findings to those party to this agreement.

21.04 Safety Shoes

Safety footwear worn on the job will be subsidized as follows:

- i) Effective May 1, 1995 employees will be reimbursed 67.5% of the purchase price.
- ii) Effective May 1, 1996, employees will be reimbursed 70% of the purchase price.
- iii) Employees are entitled to a safety footwear subsidy of up to \$125.00 per contract year.

Employees hired as permanent employees will qualify for the safety footwear subsidy during their probationary period.

Future increases will duplicate increases agreed to by Western Pulp - Squamish Operation and the P.P.W.C. - Local 3.

21.05 Video Display Terminals

The employer shall make available anti-glare screens for video display terminals.



Article 22: Duration of Agreement

- 22.01** This Agreement shall continue in full force and effect from ~~May 1, 1994 until April 30, 1997.~~
- 22.02** By agreement between the parties, the provisions of subsection (2) of Section 50 of the Labour Code of British Columbia is hereby excluded.
- 22.03** After notice is given, in accordance with Section 46 of the Labour Code of British Columbia by either party to the other to amend or terminate this Agreement, the Agreement shall remain in full force and effect until a new Agreement is signed or completion of mediation proceedings as prescribed by law, whichever shall first occur.

IN WITNESS WHEREOF, each of the Parties hereto have caused this Agreement to be signed by its duly authorized representative on the 17th day of July, 1995.

WESTERN PULP INC.
OFFICE AND TECHNICAL EMPLOYEES' UNION, LOCAL 378

L.J. Smith
Industrial Relations Supervisor

D. McPherson
Union Representative

V.S. Ivancic
Industrial Relations Manager

K. Adams
Job Steward

D. Ingram
Mill Manager

G. Antonios
Committee Member

L.W. Gilchrist
General Manager - Squamish Operation

J.W. Manion, Vice President

APPENDIX "A"

Section I JOB CLASSIFICATIONS

GRADE	JOB POSITION
3	Stenographer
4	Engineering Students
5	Accounting Clerk Cost & Data Processing Clerk Maintenance Clerk
6	
6(a)	Technician
7	Paymaster Statistician
7(a)	Technician II
8	intermediate Engineer (without P.Eng.)
9	Senior Engineer (without P.Eng.)

Section II Wage Schedule "A" May 1, 1994 - April 30, 1995

GRADE	START \$	1 YEAR \$
2	17.589	17.745
3	18.578	19.032
4	19.032	19.550
5	20.559	21.351
6	22.155	23.043
6A	22.407	23.300
7	23.878	24.907
7A	24.134	25.163
8	25.233	26.211
9	27.149	28.243

Section II Wage Schedule "B" May 1, 1995 - April 30, 1996

GRADE	START	1 YEAR
	\$	\$
2	18.117	18.277
3	19.135	19.603
4	19.603	20.137
5	21.176	21.991
6	22.820	23.735
6A	23.079	23.999
7	24.595	25.655
7A	24.858	25.918
8	25.990	26.997
9	27.963	29.0

Section II Wage Schedule "C" May 1, 1996 - April 30, 1997

GRADE	START	1 YEAR
	\$	\$
3	19.709	20.191
4	20.191	20.741
5	21.811	22.651
6	23.504	24.447
6A	23.772	24.719
7	25.332	26.424
7A	25.604	26.696
8	26.770	27.807
9	27.469	29.963

Section II Bi-Weekly Schedule "A" May 1, 1994 - April 30, 1995

GRADE	START	1 YEAR
	\$	\$
2	1,319.18	1,330.84
3	1,393.32	1,427.41
4	1,427.40	1,466.26
5	1,541.91	1,601.31
6	1,661.63	1,728.26
6A	1,680.54	1,747.51
7	1,790.86	1,868.05
7A	1,810.04	1,887.23
8	1,892.48	1,965.79
9	2,036.15	2,118.22

Section II Bi-Weekly Schedule "B" May 1, 1995 - April 30, 1996

GRADE	START	1 YEAR
	\$	\$
2	1,358.76	1,370.77
3	1,435.12	1,470.23
4	1,470.23	1,510.25
5	1,588.17	1,649.35
6	1,711.48	1,780.11
6A	1,730.96	1,799.94
7	1,844.59	1,924.09
7A	1,864.34	1,943.85
8	1,949.25	2,024.76
9	2,097.24	2,181.77

Section II Bi-Weekly Schedule "C" May 1, 1996 - April 30, 1997

GRADE	START	1 YEAR
	\$	\$
3	1,478.17	1,514.34
4	1,514.34	1,555.56
5	1,635.82	1,698.83
6	1,762.82	1,833.51
6A	1,782.89	1,853.94
7	1,899.93	1,981.81
7A	1,920.27	2,002.17
8	2,007.73	2,085.50
9	2,160.16	2,247.22

APPENDIX "A"

Section III

Employees will be provided a record of work, wage rates, and applicable deductions on a bi-weekly basis.

Employees will be paid on a bi-weekly basis.

A Technician I, Salary Grade 6(a), upon completing two (2) years' service will progress to the start rate level Technician II, Salary Grade 7(a), in accordance with Article 17.08 -Wage Administration.

DENTAL CARE PLAN

A. BENEFITS

i) Diagnostic Services

All necessary procedures to assist the dentist in evaluating the existing conditions to determine the required dental treatment including:

Oral Examinations

Consultations

X-rays (complete mouth x-rays will be covered only once in a 3-year period)

ii) Preventative Services

All necessary procedures to prevent the occurrence of oral disease, including:

Cleaning and Scaling

Topical application of fluoride

Space Maintainers

iii) Surgical Services

All necessary procedures for extractions and other surgical services normally performed by a dentist.

iv) Restorative Services

All necessary procedures for filling teeth with amalgam, synthetic porcelain, and stainless steel crowns. Gold inlays or onlays will be provided as a filling material only when teeth, in the Professional opinion of a dentist, cannot be restored with any of the above materials. Gold foil will be provided **only** in cases of repair to pre-existing gold restorations.

v) Prosthetic Repairs

All necessary procedures required to repair or relin fixed or removable appliances.

vi) Endontics

All necessary procedures required for pupal therapy and root canal fillings.

vii) Periodontics

All necessary procedures for the treatment of tissues supporting the teeth.

viii) Prosthesis Applications and Crown and Bridge Procedures

a) Crowns and bridges

b) Partial and/or complete dentures, but no more than once in five (5) years.

ix) Orthodontics

The services of a certified orthodontist registered as such by the College of Dental Surgeons of British Columbia only after the patient has been covered continuously for twelve (12) months. Appliances lost, broken, or stolen will not be replaced.

Maximum benefit is \$2,500.00 per person for all services provided by an Orthodontist.

B. CO-INSURANCE

In respect to Benefits (i) to (vii), the Plan will provide reimbursement of 80% of eligible expenses.

Benefits (viii) and (ix) will be subject to 50% co-insurance.

APPENDIX “C”

BENEFITS

GROUP LIFE INSURANCE

OPTION 1 - Two times annual earnings rounded to the next higher \$1,000, if not an even multiple of \$1,000. Minimum benefit will be \$60,000.

OPTION 2 - Three times annual earnings rounded to next higher \$1,000, if not an even multiple of \$1,000.

ACCIDENTAL DEATH AND DISMEMBERMENT

Equal coverage to elected group life coverage.

DEPENDENT LIFE INSURANCE

Voluntary coverage for employees' dependents:

Option C

Spouse	\$5,000
Each child	\$2,500

COST OF PREMIUM

The Company will pay the full cost of the premiums for Group Life insurance for two times annual earnings. Employees minimum benefit will be \$60,000.

Employees who elect Option 2 will pay the premium for coverage above entitlement in Option 1.

Employees who are presently paying \$.25/\$1,000 for coverage beyond \$25,000 will have the premium rate grandfathered for up to \$75,000.00 benefit coverage.

The Company will pay the full cost of premiums for Accidental Death and Dismemberment.

Employees will pay the cost of premiums for dependent life insurance.

LONG TERM DISABILITY

The current provisions of the Plan as defined in "Information Employee Benefits" will continue except that the premiums shall be paid by the Company.

LETTER OF UNDERSTANDING #1

ACCUMULATED DAY OFF

Due to the difficulty of presently accommodating the Western Pulp - Squamish Operation ferry schedule to a seven and one half (7½) hour work day, the Company will arrange for a normal work day starting at 7:45 a.m. and ending at 4:05 p.m. with a 25 minute lunch break.

Employees will be permitted to bank twenty five (25) minutes for each day worked and for each statutory holiday and to take such accumulated time off without loss of pay in full or one half day segments at a time mutually convenient to the Company and the employee, within the month following accumulation of the time. At the employee's request, such banked time may be paid out at one and one half (1½) times the employee's current rate of pay.

The twenty five (25) minutes are accumulated as shown below:

7:45 a.m. to 12:00 p.m.	15 minutes accumulated
12:25 p.m. to 2:00 p.m.	5 minutes accumulated
2:00 p.m. to 4:05 p.m.	<u>5</u> minutes accumulated
Total	25 minutes accumulated

In the case of an employee working until 12:00 noon, he will be permitted to bank 15 minutes (as per #1). If he should work until 1:00, 2:00 or 3:00 p.m., (see #2) he will be permitted to bank 20 minutes (as per #1).

- (#1) Be it ½ ADO, Sick leave, Leave of absence, Company business, etc.
- (#2) Due to availability of ferry runs (2:00 p.m. is the usual scheduled run).

Note: Banking does not apply for work on designated days off when premium rates are paid for time worked. Banking does not apply to any employee who reports to work late, ie. misses the ferry unless it is mutually agreed by the employee and the employer that the time can be made up.

The shift premium provided for in Article 13.09 will not be applied to the time banked each day.

In accepting this arrangement, the Union and the employees recognize the need for team work and scheduling time off throughout the work week so that employees can take their accumulated time off without disruption of the department's function.

LETTER OF UNDERSTANDING #2

HOWE SOUND ALLOWANCE

- A. All employees who were on the payroll on April 1, 1994, and are still on the payroll on the date of ratification of the amended Collective Agreement, will receive \$300.00.
- B. All employees who are on the payroll on February 1, 1995, and are still on the payroll on May 1, 1995, will receive \$400.00.
- C. All employees who are on the payroll on February 1, 1996, and are still on the payroll on May 1, 1996, will receive \$412.00.
 - i. A laid off employee who returns to work during one of the qualifying periods and who is still at work on May 1, will receive one-third of the annual ferry allowance for each complete calendar month worked during that qualifying period. Maximum benefit payment 3 months for each qualifying period.

- ii. Employees who have been off work for more than one year, receiving LTD or WCB benefits, will not be eligible for the payments described above.

FOR THE COMPANY:

D.A. Ingram

FOR THE UNION:

D. McPherson

DATE:

Date

LETTER OF UNDERSTANDING #3

PENSIONS

- (a) The Company will provide direction to the Pension Plan employer trustees to support the creation of a new pension plan on the framework and concepts discussed by the Joint Pension Restructuring Committee.
- (b) The particular features of the new plan must be agreed to by the trustees by September 30, 1996 and would be based on actuarial reviews, the plan's ability to support these features and the extent of Company and employee contributions. In their deliberations in this regard, the trustees will consult with the Joint Pension Restructuring Committee.
- (c) Subject to the features of the new pension plan being agreed to by the trustees:
- (i) The Company and the Union are agreed upon the principle of matching contributions, as set out below,

based on a percentage of employees' hourly wage rates (the definition of "hourly wage rates" shall be subject to the determination by the trustees).

- (ii) To demonstrate their mutual support for and commitment to the new pension plan, the company and the employees will each contribute ~~one~~ percent (1%) to ~~the~~ new plan effective from January 1, 1997.
- (iii) Effective on inception of the new plan on January 1, 1997, the current \$2.35 per hour contribution will be converted to a percentage of employees' hourly wage rates. The specific percentage will be determined by the trustees.
- (iv) Upon inception of the new plan, the Company's one percent (1%) contribution will be in addition to the percentage arising from conversion of the current \$2.35 per hour. It is understood that this overall contribution will continue for a reasonable period of time until the unfunded liability of the existing plan as it relates to past service is sufficiently funded to allow for a reduction of the total company contribution; this matter will be addressed in the renegotiation of future collective agreements.

FOR THE COMPANY:

D.A. Ingram

FOR THE UNION:

D. McPherson

DATE:

LETTER OF UNDERSTANDING#4

TIME OFF AT NEW YEARS

This letter will confirm that the Company will treat O.T.E.U. employees, employed by Western Pulp Limited Partnership at Squamish, the same as other staff employees in regards to time off with pay at New Years.

FOR THE COMPANY:

D.A. Ingram

FOR THE UNION:

D. McPherson

DATE: