

1997 - 2003  
LABOUR AGREEMENT

Between

FLETCHER CHALLENGE  
CANADA LIMITED  
Elk Falls Pulp Division  
Elk Falls Paper Division

and the

COMMUNICATIONS,  
ENERGY  
and PAPERWORKERS  
UNION  
Local 1123



**Agreement between Fletcher Challenge Canada Elk Falls  
Pulp Division and Paper Division, and the Communications,  
Energy and Paperworkers Union, Local 1123  
1997 - 2003**

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**AGREEMENT BETWEEN FLETCHER CHALLENGE  
CANADA LIMITED, ELK FALLS PULP DIVISION AND  
ELK FALLS PAPER DIVISION, AND THE  
COMMUNICATIONS, ENERGY AND PAPERWORKERS  
UNION. LOCAL 1123**

**ARTICLE I - GENERAL**

**Section 1: Purpose**

The general purpose of this Agreement is, in the mutual interest of the employer and employee, to provide for the operation of the Plant hereinafter mentioned under methods which will further, to the fullest extent possible, the safety and physical welfare of the employees, economy of operation, quality and quantity of output, cleanliness of Plant and protection of property. It is recognized by this Agreement to be the duty of the Company and the Union to cooperate fully for the advancement of said conditions.

**Section 2: Mutual Responsibilities**

It is recognized by this Agreement to be the duty of the Company to explain fully the terms of this Agreement to all its officers, foremen and others engaged in a supervisory capacity and it is recognized to be the duty of the Union to explain fully to its members, its and their responsibilities and obligations under this Agreement.

The Company and the Union recognize their respective obligations and responsibilities to provide a work environment free from sexual and personal harassment.

**Section 3: No Interruption of Work**

It is agreed by the Union that there shall be no strikes, walkouts or other interruption of work during the period of this Agreement. It is agreed by the Company that there shall be no lockouts during the period of this Agreement.

**Section 4: Human Rights**

The Company and Union subscribe to and support the principles of the Human Rights Code of British Columbia, Section 8 of which reads as follows:

“(1) Every person has the right of equality of opportunity based upon bona fide qualifications in respect of his occupation or employment, or in respect of an intended occupation,



employment, advancement, or promotion; and, without limiting the generality of the foregoing,

(a) no employer shall refuse to employ, or to continue to employ, or to advance or promote that person, or discriminate against that person in respect of employment or a condition of employment; and

(b) no employment agency shall refuse to refer him for employment, unless reasonable cause exists for such refusal or discrimination.

(2) For the purposes of sub-section (1),

(a) the race, religion, colour, age, marital status, ancestry, place of origin, or political belief of any person or class of persons shall not constitute reasonable cause;

(b) a provision respecting Canadian citizenship in any Act constitutes reasonable cause; (1974, Bill 178, s.6)

(c) the sex of any person shall not constitute reasonable cause unless it relates to the maintenance of public decency;

(d) a conviction for a criminal or summary conviction charge shall not constitute reasonable cause unless such charge relates to the occupation or employment, or to the intended occupation, employment, advancement, or promotion, of a person.

(3) No provision of this section relating to age shall prohibit the operation of any term of a bona fide retirement, superannuation, or pension plan, or the terms or conditions of any bona fide group or employee insurance plan, or of any bona fide scheme based upon seniority."

#### **Section 5: Scope of Agreement**

While the present ownership of the Pulp and Paper businesses of Fletcher Challenge Canada Limited remains unchanged as defined within the Labour Code, this agreement shall be considered a master agreement with respect to general terms and conditions of employment. However, in application it will apply separately to each business except in respect to permanent vacancies and any layoffs.

For the term of the Collective Agreement, in the event of a change in common employer status of either of the pulp or paper businesses, employees directly impacted by a permanent layoff will be allowed to exercise their seniority rights to transfer

between the different legal entities. In addition, where employees are permanently displaced through the application of the new Article Flexible Work Practices, this provision shall be further extended to include such employees for the life of the agreement. These rights are limited to employees employed at the date of ratification of this agreement.

## ARTICLE II - DEFINITIONS

Wherever used in this Agreement, including Exhibits:

(a) The word EMPLOYEES means all persons on the payroll of the Company at the location named in this Agreement, excepting: those engaged in administration, in actual supervision, in sales, engineering, technical and research, accounting, clerical, stenographic and other office work, excluding those employed on jobs listed in Exhibit "A".

A complete list of the job categories and rates of the EMPLOYEES under this Agreement is attached hereto as Exhibit "A".

(b) The words TOUR WORKERS mean employees when engaged in operations scheduled in advance for at least twenty-four (24) hours continuous running; it being understood, however, that if a Tour Worker is temporarily assigned to work not connected with the continuous operation on which he/she is usually employed, his/her status as to tour or day work during such temporary assignment is determined by the nature of such assignment. All other employees are considered Day Workers.

(c) The word DAY means a period of twenty-four (24) hours beginning at 8:00 a.m. or at the regular hour of changing shifts nearest to 8:00 a.m., in the mill.

(d) The word WEEK means a period of seven (7) calendar days beginning at 8:00 a.m., or at the regular hour of changing shifts nearest to 8:00 a.m., on the day on which the actual work week begins in the mill.

(e) GRIEVANCE, DISPUTE or COMPLAINT means any difference between the persons bound by this Agreement concerning its interpretation, application, operation, or any alleged violation thereof, and PARTY means either one of the parties to this Agreement.

### ARTICLE III - BARGAINING AGENCY

#### Section 1: Recognition

The Company recognizes the Communication, Energy and Paperworkers Union as the only agency representing all employees as defined in this Agreement for the purpose of collective bargaining.

#### Section 2: Bulletin Boards

The Company shall supply adequately enclosed official bulletin boards for the use of the Union in posting of officially signed bulletins.

### ARTICLE IV - UNION SECURITY

#### Section 1: Cooperation

The Company will cooperate with the Union in obtaining and retaining as members the employees as defined in this Agreement, and to this end will present to new employees and to all supervisors and foremen the policy herein expressed.

Any new employee shall be introduced to the Shop Steward by his Supervisor within three (3) days of starting work.

#### Section 2: Union Shop

All employees in the employment of the Company shall, as a condition of continued employment, maintain membership in good standing in the Union. New employees shall, as a condition of continued employment, become members of the Union thirty (30) days after becoming employed by the Company.

#### Section 3: Discharge of Non-Members

Any employee who fails to maintain his/her membership in good standing in the Union shall be discharged after seven (7) days written notice to the Company by the Union of the employee's failure to maintain his/her membership in good standing.

#### Section 4: Application for Membership

No employee shall be subject to any penalties against his/her application for membership or reinstatement, except as may be provided for in the Constitution and By-Laws of the National Union and the Union. A copy of such Constitution and

By-Laws, and any changes thereto, shall be transmitted to the Company.

**Section 5: Union Dues Deduction**

The Company will deduct union dues from new employees who have worked a minimum of forty (40) hours.

**ARTICLE V-STANDING COMMITTEE**

Standing Committees shall be maintained in the following manner:

- (1) three (3) individuals which shall represent the Company.
- (2) The Union shall select from its membership a Union Standing Committee of three (3) which shall represent the Union for the purposes stated in this Agreement.

**ARTICLE VI - HOURS OF WORK**

**Section 1: Basic Work Week**

Both parties to this Agreement are committed to maintain the principle of a basic work week of forty (40) hours, but agree that additional time may be worked to permit operation or protection of the Mill when paid for as shown in Section 2 herein,

**Section 2: Overtime**

Overtime at the rate of time and one-half will be paid on the following bases:

- (1) **Day Workers**
  - (a) For all work performed on Sunday (8:00 a.m. Sunday to 8:00 a.m. Monday) and on holidays as specified in Article XVII of this Agreement.
  - (b) For all work in excess of eight (8) hours in any one day or in excess of eight (8) consecutive straight time hours.
  - (c) For work performed on an employee's designated day off as provided for in Section 3 herein.
  - (d) For work in excess of forty (40) hours average per week. By average is meant the number of weeks mutually agreed upon in advance as the correct schedule.

(e) The Company agrees that employees may carry over Sunday Letter and statutory holiday time earned when sufficient straight-time hours are unavailable that week. The hours may be carried over after the week in which they are earned provided a regular work schedule is being followed.

**(2) Tour Workers**

(a) For all work performed on Sunday (8:00 a.m. Sunday to 8:00 a.m. Monday) and on holidays as specified in Article XVII of this Agreement.

(b) For all work in excess of eight (8) hours in any one day or in excess of eight (8) consecutive hours except:

(i) when such work in excess of eight (8) hours is caused by the change of shifts,

ii) overtime work by special arrangement between a Tour Worker and his/her mate to exchange shifts with the approval of his/her Supervisor, and when this can be accomplished without additional cost or penalty to the Company.

(c) For work in excess of forty (40) hours average per week. By average is meant the number of weeks mutually agreed upon in advance as the correct schedule.

(d) For work performed on an employee's designated day off as provided for in Section 3 herein.

(e) The Company agrees that employees may carry over Sunday Letter and statutory holiday time earned when sufficient straight-time hours are unavailable that week. The hours may be carried over after the week in which they are earned provided a regular work schedule is being followed.

In the payment of overtime on the bases provided above, the one basis which results in the payment of the largest amount of overtime shall be used.

**(3) Banking of Overtime**

(i) Tour Workers who work in excess of eight (8) consecutive hours 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 eight (8) consecutive hours and taking equivalent time off in units of not less than four (4) hours at the hourly rate for the job when the work was performed, at a time suitable to the

employee and the Company during the contract year. Any overtime remaining at the end of the contract year in which it is banked may be carried over to the next contract year for purposes of taking equivalent time off. If equivalent time off is not taken by the end of the contract year following the contract year in which it is earned, the Company shall pay the deferred one-half premium pay. Tour Workers who choose to bank overtime may later re-elect to receive the deferred one-half premium pay.

(ii) Day Workers who work in excess of ten (10) 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 ten (10) hours in a day and taking equivalent time off in units of not less than four (4) hours at the hourly rate for the job when the work was performed, at a time suitable to the employee and the Company during the contract year. Any overtime remaining at the end of the contract year in which it is banked may be carried over to the next contract year for purposes of taking equivalent time off. If equivalent time off is not taken by the end of the contract year following the contract year in which it is earned, the Company shall pay the deferred one-half premium pay. Day Workers who choose to bank overtime may later re-elect to receive the deferred one-half premium pay.

(iii) When the banked time off is requested in writing seven (7) days in advance, employees shall receive written notice of the disposition of their request a minimum of seventy-two (72) hours prior to the requested time off. The payment of overtime shall not be a factor in cancelling approved time off.

**Section 3: Days Off and Schedule of Shifts**

(a) The Company will designate regular periodic days off for each regular employee and will not change such designation without notice except in the case of breakdown.

Relief employees, employed to provide relief of employees who follow regular schedules, will be scheduled when required for coverage. The Company will designate regular, periodic days off for all other employees and will not change such designation without notice except in the case of breakdown. The Company shall use its best efforts

(i) to schedule days off for relief employees on a consecutive basis; and

(ii) to provide established schedules for relief employees.

In the event the day or days off are changed to follow the original designated day or days off, then forty-eight (48) hours notice will be given in advance of the original day or days off. In the event the day or days off are changed to precede the original designated day or days off, then forty (40) hours notice must be given in advance of the new day or days off.

When sufficient notice is not given prior to the initial day or days off, then overtime will be paid for work performed on the original day or days off.

The employees may change their day or days off by mutual arrangement with the Foreman and the Shop Steward of the department concerned without penalty to the employer.

(b) Where a system of days off is now in effect, same shall remain in effect as long as mutually satisfactory to the Union and the Company, it being understood that this has reference to the mill system of days off and not to the individual employee's days off.

(c) When the Company changes an employee's shift schedule after the start of the week without notification being given during the first eight (8) hours of his/her last shift preceding the new shift, the employee shall receive two (2) hours penalty payment at the straight time day rate for the first shift worked resulting from the change.

If the change in shifts during the week is temporary, the penalty payment is not payable for the second change in shifts when the employee returns to his/her previously established shift schedule.

When an employee's established shift schedule is changed, the Company will, whenever practicable, notify the employee personally of the change.

(d) Where an employee is temporarily off work because of a shutdown of his/her job, department or plant of more than ten (10) days duration, the employee's regular schedule of hours per day and days per week, including his/her starting time and designated days off, shall, commencing with the eleventh (11th) day of such shutdown, be considered as having been suspended and shall not be in effect for the balance of said shutdown.

Call Time shall not be payable for assignments to extra work during such latter period or for assignments in connection with the resumption of operation of the job.

The ten (10) day period referred to above shall be exclusive of any recognized paid Statutory Holidays which may fall therein.

(e) The Company will cooperate with any day worker called in after twelve midnight to ensure that this work does not preclude him working his regular eight (8) hour shift the following day. This may be accomplished by altering the hours of work to the mutual satisfaction of the employee and his supervisor. No penalty shall apply to the Company as a result of such an arrangement.

**Section 4: Starting and Stopping Work**

**(a) Tour Workers**

When a tour begins, each Tour Worker is required to be in his/her place. At the end of a shift no Tour Worker shall leave his/her place to wash up and dress until his/her mate has changed his/her clothes and reported to take on responsibility of the position.

If a Tour Worker does not report for his/her regular shift, his/her mate shall notify the Foreman. He/she shall remain at his/her post until a substitute is secured, and, if necessary, he/she shall work an extra four (4) hours. If work in excess of twelve (12) hours is required by refusal of a mate to report in, or when no other qualified relief is available, then the employee shall complete the extra shift. It is the duty of a Tour Worker to report for his/her regular shift, unless he/she has already arranged with his/her Foreman for a leave of absence. If unavoidably prevented from reporting, he/she must give notice to his/her Foreman, or at the office, if reasonably possible, at least four (4) hours before his/her tour goes on duty.

**(b) Day Workers**

Day Workers shall be at their respective posts ready to begin work at the time their pay starts and shall not quit work in advance of the time their pay stops. For example, if a Mechanic's pay time is from 8:00 a.m. to 12:00 noon, and from 1:00 p.m. to 5:00 p.m., he/she shall be at his/her post ready to work at 8:00 am. and 1:00 p.m. and shall not quit work until 12:00 noon and 5:00 p.m.

**Section 5: Meal Tickets**

**(a) Tour Workers**

A meal ticket shall be provided to any Tour Worker required to work more than nine (9) consecutive hours. If he/she



continues to work, a meal ticket shall be provided every four (4) hours thereafter. When an employee has to work one extra shift he/she is entitled to receive one meal ticket at the start of the shift and another meal ticket four (4) hours later.

(b) **Day Workers**

Any Day Worker required to work more than one (1) hour beyond the end of his/her regular scheduled eight (8) hour shift, shall receive one meal ticket. If he/she continues to work, a meal ticket shall be provided every four (4) hours thereafter.

(c) **All Workers**

An employee scheduled into work with less than 2 hours notice will be given a meal ticket immediately and every 4 hours thereafter.

(d) **Payment of Meal Tickets**

Payment of meal tickets will be via the employee's pay cheque.

**ARTICLE VII - WAGES**

**Section 1: Wage Scale**

The wage scale for the term of this Agreement is attached as Exhibit "A" and forms part of this Collective Agreement. Any new job rate will become part of Exhibit "A".

**Section 2: Shift Differentials**

(a) **Tour Workers**

- (i) Tour workers following compressed work week schedules shall be paid the following shift differential in addition to the hourly rate for all work performed as follows:

	May 1, 1998 (% of base pay)	May 1, 2000 (% of base pay)
8:00am to 8:00pm	2.25%	2.50%
8:00pm to 8:00am	4.00%	4.25%

- (ii) Where tour work is scheduled 8-4, 4-12 and 12-8, the following shift differentials will be paid in

addition to the hourly rate on all work performed:

	May 1, 1998 (% of base pay)	May 1, 2000 (% of base pay)
8:00am to 4:00pm	1.75%	2.00
4:00pm to 12:00am	3.30%	3.55%
12:00am to 8:00am	4.25%	4.50%

(iii) Tour Workers not employed on a 20 or 21 shifts per week schedule:

	May 1, 1998 (% of base pay)	May 1, 2000 (% of base pay)
4:00pm to 12:00am	2.00%	2.25%
12:00am to 8:00am	3.00%	3.25%

(b) **Day Workers**

Day Workers scheduled in advance to work on other than their normal day shift will receive shift differential in addition to the hourly rate for all work performed as follows:

	May 1, 1998 (% of base pay)	May 1, 2000 (% of base pay)
4:00pm to 12:00am	2.00%	2.25%
12:00am to 8:00am	3.00%	3.25%

Note: Day Workers normally scheduled in excess of 8 hours in a day will receive the appropriate shift differential for all hours in excess of eight (8) hours as outlined above.

(c) **All Employees**

The Company shall not include the shift differential in any employee's wage rate for the calculation of overtime.

## **ARTICLE VIII -JOB EVALUATION PLAN**

It is agreed that there shall be a Job Evaluation Plan the provisions of which are set forth in Exhibit "B" which is attached hereto and forms part of this Agreement.

It is understood that the Job Evaluation Plan shall not be subject to the grievance procedure as set forth in Article XXXI. Adjustment of Complaints. Any dispute which may arise thereunder shall be dealt with as provided in the Job Evaluation Plan.

## **ARTICLE IX - ALLOWANCE FOR FAILURE TO PROVIDE WORK**

### **Section 1: No Work**

In case any employee reports for his/her regular scheduled shift having been ordered to report for such work and then no work is provided, he/she shall nevertheless receive two (2) hours pay for so reporting.

### **Section 2: Where Shift Commenced**

In any case where an employee has commenced his/her regular scheduled shift, he/she shall receive a minimum of four (4) hours pay except in cases of accident, breakdown, interruption of power, acts of God, or to cases of Call Time as provided in Article X hereof. In cases of accident, breakdown, interruption of power or acts of God, the employee shall receive a minimum of two (2) hours pay.

## **ARTICLE X - CALL TIME**

### **Section 1: Qualifying Conditions**

An employee shall receive two (2) hours Call Time at the straight time rate in addition to pay for time actually worked under the following conditions:

- (a) **Call to work following a shift**  
When required to report for work after completing his/her designated shift.
- (b) **Call to work on a designated day off**  
When required to report for work on a designated day off.

(c) **Statutory Holiday Work**  
For any work performed on a holiday as specified in Article XVII.

(d) **Assignment of work not connected with the initial call-in**

When a day worker is required to report for work in accordance with (a), (b) or (c) above, he/she shall receive one (1) additional Call Time payment if the initial call-in was to perform emergency work and he/she is then required to perform work other than that which necessitated the call-in,

**Section 2: Payment**

(a) The employee shall receive a minimum payment of four (4) straight time hours pay including payment for Call Time and time worked, but not the payment provided in Section 1(d).

(b) Not more than one (1) basis shall be used to cover the same period of work except as provided in Section 1(d).

(c) The Call Time payment will not be added to or paid in lieu of allowances payable under Articles VI, IX and XI.

**ARTICLE XI - FOURDRINIER WIRE ALLOWANCE**

Tour Workers called to put on Fourdrinier Wires at a time other than their regular tour and are dismissed before their tour is scheduled to begin shall be paid for the time worked plus three (3) hours but not less than a total of six (6) hours on any one wire.

If tour workers are called to put on a Fourdrinier Wire before their shift is scheduled to begin and work through into their regular shift they shall be paid for the time worked plus three (3) hours. If tour workers are asked to remain after their shift is scheduled to end, to put on a Fourdrinier Wire, they shall be paid for the time worked plus three (3) hours.

The above shall also apply to tour workers when working on machines other than their own.

In cases where more than one machine is involved, the above allowance shall be paid for each machine.

Tour workers asked to assist to put a Fourdrinier Wire on a machine other than their own during their regular shift, shall receive three (3) hours extra time, but in no case shall more than three (3) hours extra time be allowed.

## ARTICLE XII - JURY DUTY

### Section 1: Wage Compensation

Any regular full time employee who is required to report for Jury Selection, Jury Duty, Coroner's Inquest or who is subpoenaed to serve as a witness in a court action, save and except actions involving the Company or Trade Unions, unless subpoenaed by the Crown, on a day when he would normally have worked, will be reimbursed by the Company for the difference between the pay received in such duty and his regular straight time hourly rate of pay for his regularly scheduled hours of work necessarily lost. It is understood that employees will be reimbursed by the Company for the difference between the pay received for such duty and his straight time rate of pay for his regularly scheduled hours of work in that week. The employee will be required to furnish proof of performing such service and such duty pay received.

### Section 2: Holidays and Overtime

Hours paid for such duty will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.

## ARTICLE XIII - BEREAVEMENT LEAVE

### Section 1: Compensation

When death occurs to a member of a regular full-time employee's immediate family, the employee will be granted an appropriate leave of absence and he/she shall be compensated at his/her regular straight time hourly rate for hours lost from his/her regular schedule for a maximum of three (3) days.

### Section 2: Definition of Family

Members of the employee's immediate family are defined as the employee's spouse, mother, father, brothers, sisters, sons, daughters, stepchildren, mother-in-law, father-in-law, sons-in-law, daughters-in-law, stepparents, grandparents and grandchildren.

### Section 3: Effect on Vacation Entitlement

Compensable hours under the terms of this Article will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.

## ARTICLE XIV - LEAVE OF ABSENCE

### Section 1: Union and Public Office.

The Company agrees that it is proper to grant leave to employees who have been elected or appointed to office in the Union, or who have been nominated, elected or appointed to Federal, Provincial, Municipal, or Aboriginal office. However, it is not the intention of the Company to grant lifetime leaves of absence.

An employee appointed or elected to full-time office in his/her Union, or to federal, provincial, municipal, or Aboriginal office, shall be granted as much leave as is necessary during the term of such office.

Seniority shall accumulate during the period of an employee's leave of absence.

### Section 2: Steam Plant Leave

Steam plant personnel shall be granted leave in accordance with the provisions of Exhibit "E" (Steam Plant Vocational Leave) for the purpose of attending vocational school.

### Section 3: First Aid Certificates.

A First Aid Attendant authorized by the Company to attend classes or write examinations for obtaining, renewing or upgrading a first aid ticket will be compensated for lost earnings. The duration of the course shall include graveyard shifts on the day immediately preceding the day the course/exam begins and the day the course/exam finishes. The Company shall compensate the first aid attendant for travel each way for training at the straight time hourly rate.

The maximum travel time shall be four hours for traveling to the course and four hours when returning from the course.

### Section 4: Maternity Leave

The Company will grant extended maternity leave without pay to female employees to a maximum of six (6) weeks in excess of that provided in the Employment Standards Act where there is a valid and documented medical reason applicable to the health or well-being of the mother and/or child.

**Section 5: Other Leave**

Granting of leave is a matter between the employees and the mill management, The Company will consider length of service and will endeavour to arrange leave of absence to suit the employee's wishes, Employees with ten or more years service will be given special consideration, Special consideration will be given to requests for leave for bona tide educational purposes.

**ARTICLE XV - VACATIONS**

**Section 1: Entitlement**

Subject to the requirements of this Article, every employee is entitled to a vacation and vacation pay as follows:

<p>An employee who is on the payroll on May 1st, who has been continuously employed during the qualifying period, and who has:</p>	<p>Length of Vacation</p>	<p>Vacation Pay, being the greater of: -% of the total wages earned by the employee during the preceding vacation period or hours pay at the hourly rate of the employee's regular</p>
<p>A) been employed for less than one year and does not qualify under (B) below;</p>	<p>1/4 day for each full week of actual work performed during the preceding vacation period provided no vacation of less than one day will be granted.</p>	<p>4- 1/2% or NIL hours</p>
<p>B) been employed for less than one year but has worked not less than 1500 hours during the preceding vacation period</p>		

	Length of Vacation	Vacation Pay, being the greater of:
been employed for not less than one year and who has worked not less than 1200 hours during the preceding vacation period *.	2 weeks	4-1/2% or 80 hours
C) qualified for his/her 2nd vacation under this Agreement;	3 weeks	6-1/2% or 120 hours
D) qualified for his/her 7th vacation under this Agreement;	4 weeks	8-1/2% or 160 hours
E) qualified for his/her 14th vacation under this Agreement;	5 weeks	10-1/2% or 200 hours
F) qualified for his/her 23rd vacation under this Agreement;	6 weeks	12-1/2% or 240 hours
G) qualified for his/her 29th vacation under this Agreement;	7 weeks	14-1/2% or 280 hours

\* The following hours will count as hours worked for the purpose of qualifying for a vacation: Vacations; Supplementary Vacations; Statutory Holidays; Special (Personal) Floating Holidays; Jury or Witness Duty; Bereavement Leave; Contractual Steam Plant, Apprenticeship and First Aid Leaves; Banked Days off and Days Off in lieu of work performed on a Statutory Holiday.



**Section 2: Additional Pay**

In addition to the vacation pay to which an employee is entitled under Section 1 above, each employee shall, on qualifying for vacation under categories (B), (C), (D), (E), (F) or (G) above, be entitled to an additional amount of vacation pay equivalent to ten (10) hours pay at the hourly rate of the employee's regular job in respect of the first week of his/her vacation.

**Section 3: Payment on Termination**

In the event an employee's employment terminates either before he/she becomes entitled to a vacation with pay, or, being entitled to it, before he/she takes it, he/she shall be paid on termination 4-1/2%, 6-1/2%, 8-1/2%, 10-1/2%, 12-1/2% or 14-1/2% (depending on whether he/she belongs in the category of employees described in (A) or (B), (C), (D), (E), (F) or (G) above respectively) of his/her wages earned during the period of employment ending with his/her termination in respect of which no vacation or vacation pay to which he/she remains entitled has been paid or taken.

**Section 4: General Rules**

- (a) The vacation period is May 1 to April 30.
- (b) Vacations with pay provided in accordance with Section 1 above for employees in category (A) may not be counted when determining whether an employee has qualified for the vacations provided under Section 1 for employees in categories (C), (D), (E), (F) or (G).
- (c) Vacations with pay are not cumulative and must be taken during the vacation period except as provided below:
  - 1) Vacations earned under Section 4(d)
  - 2) (i) At the start of the vacation year, employees may elect to receive all, part or none of their vacation pay in advance in full weekly increments.
    - (ii) Employees shall have the option at any time during the vacation year to bank paid vacation entitlement in excess of the statutory minimum to a maximum of 2 weeks per year for which the vacation pay in advance has not been paid. Employees may accumulate a maximum of 6 weeks vacation in the bank.

(iii) Banked vacations must be taken prior to retirement and will be paid at the employee's current rate of vacation pay at the time when taking the banked vacation time off.

(d) A vacation with pay provided under Section 1 for employees in category (A) may be taken during the vacation period in which the entitlement thereto is established, or during the next following vacation period.

(e) No employee may continue to work and draw vacation pay in lieu of taking the vacation.

(f) The allocation of vacation times is to be decided by the Company. However, the Company will endeavour by discussion with the employees or the Union, to arrange vacations to suit the employee's wishes.

(g) Time lost as the result of an accident recognized as compensable by the Workers' Compensation Board, suffered during the course of employment with the Company, shall be considered as time worked for the purpose of calculating vacation entitlement upon return to work.

(h) Time not exceeding one year, lost as the result of a non-occupational accident, illness or approved maternity leave, shall be considered as time worked for the purpose of qualifying for vacation provided that at the time of the accident or illness or commencement of maternity leave, the employee has been on the payroll for not less than one (1) year and returns to employment. It is understood that the employer may require that the employee provide a certificate from a qualified medical practitioner.

Time exceeding one (1) year shall be recognized as uninterrupted service for the purpose of establishing vacation time off, upon return to work.

(i) Time lost as the result of layoff shall not be considered as time worked for the purpose of qualifying for a vacation.

(j) When operating conditions permit, the Company agrees in principle to granting two (2) days leave of absence to allow shift workers on a seven (7) day schedule a full seven (7) day tour off, for one (1) week's vacation - five (5) days with pay and two (2) without pay.

Due to mill start-ups, training and various operating schedules and practices involved, details should be resolved between the Company and the Union.

**Section 5: Computation of Vacation Pay**

Where an employee's vacation pay for the current year is to be computed as a percentage of his/her "total wages earned" in the previous year, such "total wages earned" shall include the amount of vacation pay the employee received in the previous year.

**ARTICLE XVI - SUPPLEMENTARY VACATIONS**

**Section 1: Eligibility**

(a) After completing five (5) or more years of continuous service with the Company, an employee shall, in addition to the regular vacation to which he/she is entitled, become eligible to receive a Supplementary Vacation with pay each five (5) years as set forth below:

Years of Completed Continuous Service	Weeks of Supplementary Vacation
After Five (5)	One(1)
After Ten (10)	Two (2)
After Fifteen (15)	Two (2)
After Twenty (20)	Three (3)
After Twenty-Five (25)	Three (3)
After Thirty (30)	Four (4)
After Thirty-Five (35)	Four (4)
After Forty (40)	Five (5)

(b) For the purpose of determining eligibility for Supplementary Vacation, an employee's service shall be calculated from the date of his/her joining the Company.

**Section 2: General Provisions**

(a) The Supplementary Vacation may be taken in conjunction with the regular vacation to which the employee is entitled provided such regular vacation is not scheduled to be taken during the months of July or August, in which event the Supplementary Vacation shall be taken at a time to be agreed upon by the Company and the employee.

(b) The Supplementary Vacation must be taken prior to the employee becoming eligible for his/her next earned period of Supplementary Vacation as provided for in Section 1(a) above.

(c) One (1) weeks Supplementary Vacation pay shall be equal to forty (40) hours at the straight time hourly rate of the employee's regular job.

(d) An employee may elect to take his/her Supplementary Vacation one day at a time according to the following schedule:

After 5 years service - one (1) day per year  
After 10 years service - two (2) days per year  
After 15 years service - two (2) days per year  
After 20 years service -three (3) days per year  
After 25 years service -three (3) days per year  
After 30 years service - four (4) days per year  
After 35 years service - four (4) days per year  
After 40 years service - five (5) days per year

If the employee wishes to elect this option, he/she must advise the Company, in writing, of his/her election in advance for that five (5) year period. However, employees may revoke this option at any time during the five (5) year period and take any remaining Supplementary Vacation days as weeks. Any remaining Supplementary Vacation days that cannot be taken in multiples of five (5) will be taken in one block.

**Section 3: Partial Entitlement**

At retirement or termination from the Company an employee who has completed five (5) or more years of service shall be entitled to that portion of Supplementary Vacation Pay proportionate to the number of years of service completed subsequent to his/her last five (5) year entitlement period.

**ARTICLE XVII - STATUTORY HOLIDAYS**

**Section 1: Recognized Days**

The following shall be the recognized Statutory Holidays:

New Year's Day	40 hours, 4:00 p.m. December 31 to 8:00 a.m. January 2
Easter Monday	24 hours, 8:00 a.m. Monday to 8:00 a.m. Tuesday
Canada Day	24 hours, 8:00 a.m. July 1 to 8:00 a.m. July 2
Labour Day	24 hours, 8:00 a.m. Monday to 8:00 a.m. Tuesday
Christmas Eve	24 hours, 8:00 a.m. December 24 to 8:00 a.m. December 25
Christmas Day	24 hours, 8:00 a.m. December 25 to 8:00 a.m. December 26
Boxing Day	24 hours, 8:00 a.m. December 26 to 8:00 a.m. December 27

**Section 2: Adjustment in Hours**

The hours of commencing and ending, specified above, may be varied by mutual agreement of the Company and the Union Standing Committee and the specified hour of commencing or ending will be adjusted to coincide with the regular hours for changing shifts.

In the event that Canada Day falls on Sunday, the following Monday will be observed and the specified hours correspondingly changed.

**Section 3: Holiday Work**

(a) The Company will provide the Union with not less than thirty (30) days notice of the general scope of operating and/or maintenance plans on statutory holidays. Unanticipated weather conditions or maintenance requirements may alter those plans.

(b) On Christmas Eve, Christmas Day and Boxing Day, operational and maintenance manning required will be identified on a scheduled crew basis. Any employee scheduled to work who wishes to be excused from working on a particular statutory holiday will be accommodated provided a request for leave is requested 7 days in advance of the statutory holiday and provided that a trained volunteer can be found to replace him for the shift. If no trained volunteer is found, the employee will be required to work the shift.

(c) Employees who work at Christmas shall be paid double time for work during that period identified in Clause "B".

**Section 4: Pay for Holiday Work**

(a) Overtime shall be paid for all work performed during holidays at the rates hereinafter specified.

(b) An employee who works on such a holiday shall receive equal time off with pay at his/her straight time hourly rate. Such time off shall be treated in the same manner as a Special (Personal) Floating Holiday.

(c) The time off and pay provided in (b) above replaces any time off and pay provisions in respect of the same statutory holiday work under current local arrangements.

**Section 5: Employee's Day Off falls on a Statutory Holiday**

An employee shall have the option of taking equivalent time off if a statutory holiday falls on a regular day off.

**Section 6: Qualifying Conditions.**

In addition to any other compensation earned, any employee who is on the payroll of the Company on any of the foregoing recognized statutory holidays will be granted eight (8) hours pay at the straight time rate of the employee's regular job, subject to compliance with all of the conditions (a) to (f) set forth below:

(a) The employee must have been on the payroll for not less than the sixty (60) days just preceding the holiday and must have previously qualified for a statutory holiday as provided in (d) below, and

(b) The employee must have worked at least one (1) day during the sixty (60) day qualifying period just preceding the holiday, and

(c) The employee must have worked his/her scheduled work day before, and his/her scheduled work day after, such holiday, unless failure to work his/her scheduled work day before or after the holiday was due to any of the following events:

- (i) When the employee is on his/her regular authorized paid vacation;
- (ii) When the employee is unable to work by reason of an industrial accident as recognised by the Workers' Compensation Board or non-occupational sickness or injury;
- (iii) When the operation in which the employee is engaged is curtailed or discontinued by the decision of the Company and which curtailment or discontinuance changes or eliminates the employee's scheduled work day before, or his/her scheduled work day after, such holiday;
- (iv) When a trade in shifts agreed upon between employees and approved in advance by the Company results in a temporary change of the scheduled work day before, or the scheduled work day after, the holiday, provided the employee works the shift agreed upon;
- (v) When the employee is on a leave of absence authorised by the Company.

(d) The employee who has been on the payroll for at least sixty (60) days but who has not previously qualified for a

Statutory Holiday will qualify for the holiday if he/she has worked a minimum of one hundred and eighty (180) hours during the sixty (60) day qualifying period just preceding the holiday and meets the requirements of (b) and (c) above.

(e) Time not exceeding one year, lost as the result of an accident as recognized by the Workers' Compensation Board, suffered during the course of employment, or time lost as a result of nonoccupational sickness or injury shall be considered as time worked for the purpose of qualifying for a recognized paid holiday, it being understood that the employee will only be entitled to this credit for time while on Workers' Compensation or non-occupational sickness or injury for a period of up to but not exceeding one year from the date of his/her sickness or injury.

(f) It is understood and agreed, however, that an employee shall not receive the above provided holiday pay if he/she has agreed to work on such holiday and fails or refuses to work, except in the case where bona tide sickness, or other bona tide reason approved by the Company, prevents his/her working on such holiday.

#### **ARTICLE XVIII - SPECIAL (PERSONAL) FLOATING HOLIDAYS**

##### **Section 1: Floating Holidays**

There shall be granted annually five (5) Special (Personal) Floating Holidays with pay to regular full-time employees, such special holidays to be arranged at a time suitable to the employee and the Company, during the contract year, so that there will be no loss of production.

##### **Section 2: Qualifying Conditions**

For each Special (Personal) Floating Holiday taken an employee will be granted eight (8) hours pay on the straight time rate of the employee's regular job (effective May 1, 1998: twelve (12) hours for Tour Workers covered by C.W.W. agreements) subject to the following:

(a) A new employee must have been on the payroll for not less than ninety (90) days to qualify for his/her first Special (Personal) Floating Holiday and on the payroll for one hundred and eighty (180) days to qualify for his/her second, third, fourth and fifth Special (Personal) Floating Holidays.

(b) Employees will not qualify for Special (Personal) Floating Holidays if on leave of absence of more than nine (9) months in

the contract year except in the case of sickness or injury.

If an employee is required to work on any of these Special (Personal) Floating Holidays, after a definite date has been designated for such holidays, the employee shall be paid overtime for such work at the rate of time and one-half. The employee will then be entitled to take the said holiday or holidays with pay at a later date to be mutually agreed upon.

(d) When the holiday is requested in writing seven (7) days in advance, the payment of overtime shall not be a factor in the granting of Personal Floating Holidays. The employee shall receive written notice of the disposition of his/her request a minimum of seventy-two (72) hours prior to the requested Personal Floating Holiday.

#### ARTICLE XIX - WELFARE PLAN

##### **Section 1: The Plan**

There shall be a Welfare Plan pursuant to the terms and conditions of Exhibit "C", which is attached hereto and forms part of this Agreement. Membership in the Plan for all eligible employees shall be a condition of employment on and after July 1, 1973.

##### **Section 2: Joint Welfare Board**

A Joint Welfare Board shall be established comprised of three (3) members appointed by the National Union and three (3) members appointed by the Pulp and Paper Industrial Relations Forum.

The function of the Board will be to review the operations of the Plan. It will formulate and review uniform statistical reports to be supplied by the Company for the purpose of ensuring compliance with Exhibit "C". The Company agrees to furnish to the Board such statistical reports as the Board may require.

#### ARTICLE XX - PENSION PLAN

##### **Section 1: The Plan**

The Company agrees to contribute to a Pension Plan which will be established pursuant to the general principles set forth in the Pension Plan Summary dated December 6, 1975 and revised effective January 1, 1997.



**Section 2: Contributions**

Contributions are to be made by the Company and the employee to the Pension Plan for each hour worked as follows:

	May 1, 1997	January 1, 1999	January 1, 2002 *
Company	9%	10%	10%
Employee	1%	2%	3%

\* During the last year of the Collective Agreement, a review will be conducted to determine if the funding can be reduced at the expiry of the Collective Agreement without compromising the benefit objectives of the Trustees.

The parties understand that arrangements have been made with the Pension Trustees that will ensure that anyone retiring during the term of this Agreement will receive a supplemental pension credit for each month of the 1997-98 strike based on the \$40 minimum in the plan.

**Section 3: Board of Trustees**

A Board of Trustees will be established pursuant to the Pension Plan Summary dated December 6, 1975, to administer the said Plan.

**Section 4: Existing Plan**

It is recognized that some employees may exercise the option to remain in the Pension Plan which was provided for in the 1973-74 B.C. Standard Labour Agreement as Article XX, and Exhibit "E". This Plan will continue in respect of such employees and the Joint Union/Management Pension Committee provided for therein will continue to function as necessary.

**ARTICLE XXI - SENIORITY**

**Section 1: Principles**

(a) The Company recognizes the principles of seniority in their application to the promotion, demotion, transfer, lay-off and recall of an employee, providing the employee has the qualifications and ability to perform the work.

In cases of permanent job transfers, it is not the Company's intent to give a junior employee preference over a

senior employee on the basis that he/she has acquired experience by providing relief.

If an employee is moved out of a line of progression for any reason, the employer will not require retesting of the employee for him/her to return to that specific line of progression.

No employee will be removed from the mill as the result of unilateral testing by the employer.

(b) The Company and the Union recognize that it is desirable to reduce the effect of layoffs on employees and at the same time continue to recognize mill seniority, job qualifications and the role of lines of progression, job seniority and departmental seniority.

(c) Arrangements to implement the above principles will be discussed by the Company and the Union.

**Section 2: Probationary Period**

Until an employee has been on the payroll of the Company for thirty (30) calendar days, or until he/she has accumulated thirty (30) working days in a ninety (90) calendar day period, he/she shall be considered a probationary employee and shall have no rights under Article XXI with respect to seniority.

**Section 3: Retention of Seniority**

(a) Any employee, other than a probationary employee, whose employment ceases through no fault of his/her own, shall retain seniority and shall be recalled on the following bases:

(i) An employee with less than one (1) years continuous service shall retain these rights for six (6) months from the date of lay-off.

(ii) An employee with one (1) or more years continuous service shall retain these rights for twelve (12) months from the date of lay-off, plus two (2) additional months for each years service up to an additional twenty four (24) months.

(b) Failure of the employee to report for work within one (1) week of notice by registered mail at his/her last address reported to and received by the mill shall result in his/her termination of employment with the Company. Bona tide reasons for failure to report shall not deprive an employee of his/her recall rights.

**Section 4: Training**

To facilitate laid off employees exercising their mill seniority the following training will be provided:

- (a) Up to one (1) day where the layoff is estimated to be in excess of 10 days;
- (b) Up to two (2) days where the layoff is estimated to be in excess of 21 days;
- (c) Up to five (5) days where the layoff is estimated to be in excess of thirty-five (35) days;
- (d) Where the layoff is estimated to be in excess of ninety (90) days the Company will discuss with the Union training provisions of up to fifteen (15) days;
- (e) Where a layoff results from a permanent partial plant closure or a temporary closure in excess of one hundred eight (180) days, the Company will participate in a program of training or retraining for another job within the operations to facilitate the exercising of mill seniority, recognizing there will be limitations where special qualifications are required. Phasing in arrangements to implement the program will be discussed by the Company and the local Union and shall not exceed three (3) months from the date of closure.

**Section 5: Lay-off and Vacation Entitlement**

Time on lay-off shall not be considered as time worked for the purpose of qualifying for vacation pay or holiday pay.

**Section 6: Welfare Coverage**

- (a) An employee with one (1) or more years seniority may have his/her welfare coverage continued for six (6) months while on layoff.
- (b) An employee with more than four (4) months but less than one (1) years seniority may have his/her welfare coverage continued for three (3) months while on lay-off.
- (c) An employee who elects to maintain coverage while laid off will be required to pay the employee portion of the premium in advance on a monthly basis.
- (d) An employee who has welfare coverage as provided for in paragraphs (a) and (b) above, will on return to work have his/her

welfare coverage extended by one month for each month in which he/she works.

An employee whose welfare coverage under paragraphs (a) and (b) above has expired, will on return to work be eligible for coverage for the period of his/her employment.

(f) An employee will qualify for a new period of welfare coverage as provided in paragraphs (a) and (b) above if he/she returns to work for at least ten (10) days within a floating period of thirty (30) consecutive days.

## **ARTICLE XXII - JOB SECURITY**

### **Section 1: Objective**

The Company and Union recognize that technological change, while necessary to the industry, may have an impact on employees. It is the purpose of the following provisions to assist employees in adjusting to the effects of such change.

### **Section 2: Definition**

Technological change, which term shall include automation, mechanization, and process change, means the introduction of equipment or material of a different nature or kind than that previously utilized, or a change in the operation that is directly related to the introduction of that equipment or material.

### **Section 3: Joint Committee**

A joint committee on automation will be established which shall consist of three (3) persons representing the Company and three (3) persons representing the Union. It shall be the function of the committee to study the effect of mechanisation, technological changes and automation on employment in the mill and to make such recommendations as are agreed upon, to the Mill Manager, to ensure that the interests of the Company and of the employees are fairly and effectively protected.

### **Section 4: Required Notice**

The Company will advise the appropriate committee or committees as soon as possible, and in any case not less than one hundred and eighty (180) days before the introduction thereof, of mechanization, technological changes and/or automation which the Company has decided to introduce and which will result in terminations or other significant changes in the employment status of employees.

The Company will advise the appropriate committee or committees as soon as possible, and in any case not less than thirty (30) days before the expected date of the change of the anticipated time sequence of final installation and production start-up and the anticipated effect on the job status of individual employees.

**Section 5: Seniority Status**

(a) In the event that it is necessary, crews will be reduced in accordance with Article XXI - Seniority, of the Agreement.

(b) An employee who is set back to a lower paid job because of mechanization, technological change or automation will receive the rate of his/her regular job at the time of the set-back for a period of six (6) months, and for a further period of six (6) months he/she will be paid an adjusted rate which will be midway between the rate of his/her regular job at the time of the set-back and the rate of his/her new regular job. At the end of this twelve (12) month period, the rate of his/her new regular job will apply. However, such employee will have the option of terminating his/her employment and accepting severance pay as outlined in Section 6(a) below, provided he/she exercises this option within the initial six (6) month period referred to above.

(c) An employee assigned to an equal or higher rated job because of mechanization, technological change or automation will have the option of terminating his/her employment and accepting severance pay as outlined in Section 6(a) below if the job should be proved to be unsuitable, provided he/she exercises his/her option within six (6) months of starting on the job.

In case of a dispute concerning suitability of the job, the employee may process a grievance.

**Section 6: Severance Allowance**

(a) An employee with one (1) or more years of continuous service for whom no job is available because of mechanization, technological change or automation will, upon termination, receive a severance allowance calculated by one of the two following methods based on his or her last period of continuous service, it being the choice of the affected employee as to which of such methods of calculation is used:

Years of Employment	Severance Allowance	
	Weeks/yr*	OR % of Earnings
1st ten years	2	4 %
Subsequent years	1	2 %
MAXIMUM	45 weeks	1800 hours

SEVERANCE ALLOWANCE

\*Computed on the basis of forty (40) straight time hours at the employee's regular rate.

For employees with a minimum of one (1) years' employment during their last period of continuous service, severance allowance shall not be less than four(4) weeks' pay.

At the time of separation the employee shall have the option of receiving the severance allowance on termination, or he/she may elect to have his/her severance allowance held in abeyance for up to one(1) year from the date of termination. He/she may apply in writing at any time during the year, at which time his/her full severance allowance will be paid forthwith.

Where the right of recall and seniority retention under Article XXI is elected, the employee's severance allowance will be held in abeyance for the duration of his/her recall rights at which time the employee will be terminated and his/her severance allowance paid forthwith.

Where the employee renounces the right of recall during this period, the employee will be terminated and his/her severance allowance paid forthwith with all seniority and recall rights being forfeited.

No payment will be made under this section in cases where the employee has already qualified under Article XXIV, Section 5, Job Elimination, or under Article XXIII, Section 2, Permanent Mill Closure.

(b) Such employees for whom no employment is available will be given at least thirty (30) days notice of separation,

**Section 7: Training**

The Company agrees to participate in a program of training or retraining for another job within the operation for those employees who are displaced under the circumstances set forth herein.

**ARTICLE XXIII - PERMANENT MILL CLOSURE**

**Section 1: Notice**

An employee terminated as a result of a permanent planned closure of the mill shall be given a minimum of sixty (60) days notice of closure.

**Section 2: Severance Allowance**

Such employees shall be entitled to a severance allowance based on his/her years of employment during his/her last period of continuous service computed on the basis of forty (40) straight time hours at the employee's regular rate on the following basis:

For the first 10 years of employment	2 weeks pay per year
For subsequent years of employment	1 weeks pay per year

For employees with a minimum of one (1) years' employment during their last period of continuous service, severance allowance shall not be less than four (4) weeks pay.

No payment will be made under this section in cases where the employee has already qualified under Article XXII, Section 6, Job Security, or under Article XXIV, Section 5, Job Elimination.

**ARTICLE XXIV - JOB ELIMINATION**

**Section 1: Definition**

Job elimination means permanent loss of employment as the result of Company decisions to eliminate positions, excluding those in Section 2 below.

**Section 2: Exclusions**

No payment will be made under Section 5 in cases:

- (a) of curtailments of a temporary or indefinite duration.
- (b) of employees hired for work of known or temporary duration.
- (c) Where the employee has already qualified under technological change or permanent mill closure provisions.

**Section 3: Notice**

The Company will advise the Standing Committee at least forty five (45) days prior to such job elimination. Crew reduction will be in accordance with Article XXI - Seniority.

**Section 4: Elimination Options**

An employee who qualifies under Section 1 above may elect one of the following options:

(1) Recall and seniority retention as per Article XXI - Seniority, or

(2) Severance allowance as per Section 5 below.

Such employee must elect his/her option within thirty (30) days of notification that his/her loss of employment is permanent. If Option (2) is selected, the employee will be deemed to have terminated effective the last day worked. Where a temporary curtailment becomes permanent, severance eligibility will be determined by the status of the employee at the time of the temporary curtailment.

**Section 5: Severance Allowance**

Severance allowance will be calculated by one of the two following methods based on the last period of continuous service, it being the choice of the affected employee as to which of such methods of calculation is used.

Years of Employment	Severance Allowance	
	Weeks/yr* OR	% of Earnings
1st ten years	2	4%
Subsequent years	1	2%
<b>MAXIMUM SEVERANCE ALLOWANCE</b>	<b>45 weeks</b>	<b>1800 hours</b>

\*Computed on the basis of forty (40) straight time hours at the employee's regular rate.

For employees with a minimum of one (1) years' employment during their last period of continuous service, severance allowance shall not be less than four(4) weeks' pay.

The severance allowance will not be more than the employee would normally receive if he/she remained at work at forty (40) hours per week to his/her normal retirement date

At the time of separation the employee shall have the option of receiving the severance allowance on termination, or he/she may elect to have his/her severance allowance held in abeyance for up to one(1) year from the date of termination, He/she may apply in writing at any time during the year, at which time his/her full severance allowance will be paid forthwith.



Where the right of recall and seniority retention under Article XXI is elected, the employee's severance allowance will be held in abeyance for the duration of his/her recall rights at which time the employee will be terminated and his/her severance allowance paid forthwith.

Where the employee renounces the right of recall during this period, the employee will be terminated and his/her severance allowance paid forthwith with all seniority and recall rights being forfeited.

#### ARTICLE XXV - CONTRACTING

(a) The Company will notify the Union of their intention to have work performed by contractors in the mill and will, emergencies excepted, afford the Union the opportunity to review it with the Company prior to a final decision being made. For this purpose, a Joint Contracting Committee will be established and it will be used as a forum to discuss the Company's contracting decisions.

In keeping with a joint commitment of the Company and the Union to provide as much maintenance and repair work as possible to the regular maintenance workforce, the Committee will also meet quarterly to make recommendations regarding the utilization of the mill maintenance workforce to minimise the use of contractors, both inside and out of the mill.

(b) The Company will not bring a contractor into the mill:

- (i) which directly results in the layoff of employees, or
- (ii) to do the job of employees on layoff, or
- (iii) to do the job of a displaced employee working outside his job category.

(c) It is not the intent of the Company to replace its regular work force through the use of contract firms.

For greater clarity it is agreed that:

- a) The changes which provide that it is not the intent of the company to replace its regular work force through the use of contract firms will not set aside existing external work arrangements and practices.
- b) Working under the flexible work practice provisions does not mean that an employee has been displaced and is working outside of his job category.

**ARTICLE XXVI - APPRENTICESHIP TRAINING  
PROGRAM**

**Section 1: Training Program**

It is agreed that there shall be an Apprenticeship Training Program, the provisions of which are set forth in Exhibit "D", which is attached hereto and forms part of this Agreement.

**Section 2: Apprenticeship Act**

It is understood, however, that the grievance procedure as set forth in Article XXXI - Adjustment of Complaints, shall not be applicable to those matters covered by the Apprenticeship and Tradesmen's Qualification Act which, by said Act, are deemed to be outside the jurisdiction of the Union.

**ARTICLE XXVII - COMPRESSED WORK WEEK**

The Company and Union recognise the concept of the compressed work week. It is further understood that the compressed work week conditions will apply only to those departments that are on the compressed work week.

**ARTICLE XXVIII - SAFETY AND OCCUPATIONAL  
HEALTH**

**Section 1: Principle**

Employees and the Company are to comply with established safety rules as amended by the Joint Safety Committees from time to time. Employees will not be expected to operate with unsafe equipment or under unsafe working conditions. Employees are expected to report immediately any unsafe equipment. An employee who has reasonable cause to believe that an unsafe condition exists may refuse to work under such conditions without being subject to discipline.

**Section 2: Joint Safety Committee**

(a) The Union and the Company shall cooperate in selecting one or more Safety Committees, which will meet at least once a month to consider all safety and occupational health problems.

(b) The Joint Safety Committee shall consist of equal representation from Company and Union. This Committee shall meet at least once a month to consider all safety and occupational health problems.

**Section 3: Safety Education**

The Union undertakes to promote safety and occupational health education among its members in an effort to overcome accidents and occupational health problems.

The Company undertakes to promote safety and occupational health education among all its employees in an effort to overcome accidents and occupational health problems.

**Section 4: Joint Labour/Management Safety Conference**

(1) A Joint C.E.P., Industry Safety Conference of two (2) days duration will be held annually in October or November.

(2) It shall be the basic aim of this Conference to develop a sincere desire by both Union and Management, at all levels, to promote a real joint safety program in the mill.

(3) Not more than two (2) accredited delegates from the Union may attend the said safety conference and they shall be compensated by the Company for any loss of wages incurred as a result of their attending the said conference. It is understood that travelling and living expenses of those delegates will not be paid by the Company.

(4) The Mill Manager, senior company officials, and representatives of the Workers' Compensation Board will be encouraged to attend. The attendance of senior company officials and the Mill Manager is desirable for discussions with union mill delegates, even if the amount of representation is increased in some instances. Additional delegates of either labour or management will be permitted to attend on an observer basis.

(5) The agenda to be confined to those matters of vital interest to the pulp and paper industry with a view to establishing recommendations as a guide to member mills and local unions. Agenda items must be submitted, either singly or jointly, to the office of the National Union and to the Pulp and Paper Industrial Relations Forum not later than April 1, each year.

(6) The Planning Committee shall meet no later than thirty (30) days prior to the established date of the conference to draft the agenda from items submitted.

(7) This Planning Committee shall be composed as follows:

- (a) Three (3) Management members from Plant level.
- (b) Two (2) members from the Forum level.

(c) Three (3) members from the Communication, Energy and Paperworkers Union who are the respective delegates from their locals.

(d) Two (2) members from the C.E.P. National level.

(8) One-half (1/2) day of the Safety Conference shall be set aside for open discussion on safety problems; the rest shall be pre-planned by the Planning Committee with emphasis on industry-wide problems.

#### **ARTICLE XXIX - ENVIRONMENTAL PROTECTION**

If the Union requests, a Joint Environmental Protection Committee will be established at the mill. The purpose of the Committee will be to receive information, review problem areas, and make appropriate suggestions regarding compliance.

#### **ARTICLE XXX - DISCIPLINARY ACTION**

The Company has the right to discipline or discharge employees for just and reasonable cause.

The presence of a Union Shop Steward is mandatory unless waived by the employee at any meeting during which the employee is disciplined.

The disciplinary record of an employee, including letters of reprimand or warnings, shall not be used against him/her at any time after twelve (12) months.

In cases involving suspension, the disciplinary notice will remain on the employee's file for twenty-four (24) months and not used after that period provided no other discipline has occurred during that time.

#### **ARTICLE XXXI - ADJUSTMENT OF COMPLAINTS**

Preamble It is mutually desired and intended by the parties that any dispute or complaint arising out of the interpretation of this agreement will be communicated by the employee to their supervisor in order to provide an opportunity for discussion and timely resolution, prior to the issue becoming a grievance.

If an employee is not satisfied with the resolution offered by their immediate supervisor they may then initiate a grievance.

#### **Section 1: Grievance Procedure**

The grievance procedure is designed to resolve, as quickly as

practical, disputes or complaints as to the interpretation or operation of this Agreement.

Step One In the event that a written grievance is submitted arising out of the interpretation or operation of this Agreement, except in cases of discharge or suspension, the employee shall continue to work as per the conditions existing prior to the time the dispute arose. The grievance shall first be taken up with the immediate supervisor by the employee with the shop steward. The supervisor will answer the grievance within seven (7) days of receiving the written grievance.

Step Two If there is no satisfactory resolution at first step the union may within seven (7) days, advise the department supervisor that the employee intends to proceed with the grievance. The department supervisor and chief shop steward will then have fourteen (14) days from the date of notification to deal with, and answer, the grievance. Grievances other than those of individual employees may be initiated at Step two by either party.

Step Three If there is no satisfactory resolution at second step then either party may, within seven (7) days, refer the question to the Standing Committees by advising the chairmen of the Standing Committees of the intention to proceed with the grievance. The Standing Committees will then have thirty (30) days to deal with and answer the grievance.

Step Four If there is no satisfactory resolution at third step then the question may, within seven (7) days upon written request from either Standing Committee, be referred to the President of the Local and the Senior Mill Manager who will then have thirty (30) days to deal with and answer the grievance. Either party may elect to involve outside help at this step such as a regional Union representative and/or a Management representative from outside of Elk Falls.

Step Five If there is no satisfactory resolution at fourth step then the matter may, within thirty (30) days, be referred to an Arbitrator.

The time periods may be extended by mutual agreement by Management and the Local Union.

Where a grievance arising from the discharge of an employee progresses to arbitration, either party may elect, in writing, to utilize the procedure outlined in Section 5 below as an alternative to the arbitration procedure set out in Section 4.

**Section 2: National Officer**

It is understood that in all discussions concerning grievances, any National Officer may accompany the Union Standing Committee in their meetings and the National Officer may call upon members of the Union Standing Committee or any other employee to accompany them in their meetings with Company officials.

**Section 3: Time Limit**

(a) In the event a grievance has not advanced to the next step within the time limit set forth in Section 1, then the grievance shall be deemed to be abandoned and all rights of recourse to the Adjustment of Complaints under this Agreement in respect of this grievance shall be at an end.

(b) The time limit between steps may be extended by mutual consent.

**Section 4: Arbitration Procedure**

(a) The Company and the Union will endeavour to agree upon the selection of the Arbitrator. In the event the Company and the Union are unable to agree upon the selection of the Arbitrator, they will apply, within the thirty (30) day period, to have the Arbitrator appointed under the provisions of Section 86 of the Labour Relations Code of British Columbia.

(b) After the Arbitrator has been chosen he/she shall meet and hear evidence of both sides and render a decision within fifteen (15) days after he/she has concluded his/her hearings, said decision to be final and binding upon all parties to this Agreement.

(c) The parties shall bear in equal portions the fees and expenses of the Arbitrator and rental of any premises used for the hearing.

(d) The Arbitrator shall be restricted to interpreting and applying the provisions of this Agreement and shall have no

authority to alter, modify, subtract from or supplement them in any way.

(e) In the case of discharge or suspension which the Arbitrator has determined to have been unjust the Arbitrator shall order the reinstatement of the employee and shall award him/her back pay. In the case of back pay, should there be any doubt in the opinion of the Arbitrator, the Arbitrator may order all or part back pay as he/she deems fit.

**Section 5: Expedited Arbitration**

(a) A panel of six (6) arbitrators, each of whom shall be appointed for a two (2) year term, shall be selected by mutual agreement of the Pulp and Paper Industrial Relations Forum on behalf of the company and the Communications Energy and Paperworkers Union on behalf of the union. Grievances processed under this section shall be assigned to the Arbitrators on a rotational basis.

(b) An Arbitrator must meet and hear the evidence of both parties within fifteen (15) days after assignment. If an Arbitrator is unable to commit himself to do so, the grievance shall immediately be assigned to the next Arbitrator in order of rotation.

(c) The unavailability of counsel shall not be a reason to delay an arbitration under this section.

(d) The parties will endeavour to agree on a statement of material facts which may be submitted to the Arbitrator in advance of the hearing.

(e) The Arbitrator will give his/her decision and his/her written reasons within one week after the hearing. The reasons need not accompany the decision. Neither the decision nor the reasons will form precedent.

(f) The provisions of Sections 4(b), (c), (d) and (e) as it applies to discharge, shall apply to this section.

**ARTICLE XXXII - FLEXIBLE WORK PRACTICES**

Flexible work practices will be implemented consistent with the Letter of Understanding attached to this agreement.

**ARTICLE XXXIII - DURATION AND AMENDING  
PROCEDURE**

**Section 1: Term of Agreement**

This Agreement shall be in effect from midnight April 30, 1997 to midnight April 30, 2003, and thereafter from year to year subject to the conditions as set out in Sections 2 to 5 which follow hereunder.

It is understood that Fletcher Challenge Canada Limited will not be the target in the next set of bargaining.

**Section 2: Labour Relations Code**

The parties agree that the operation of Section 50(2) of the Labour Code of British Columbia is hereby excluded.

**Section 3: Notice of Re-opening**

This Agreement may be opened for collective bargaining as to changes as follows: either party desiring any change shall mail to the other party notice in writing, by registered mail, on or after January 1, 1997, but in any event not later than midnight, April 30, 1997, that a change is desired, and, if no such notice is given by either party on or after the said January 1 and before the said April 30, the earliest time at which such notice may be given by either party is the corresponding period in the following year. All notices given under the provisions herein on behalf of the Union shall be given by the Union (or its representative) and similarly notices on behalf of the Company shall be given by the Vice-President, Elk Falls Pulp and Paper (or his/her representative).

**Section 4: Collective Bargaining**

If notice of desire for changes has been given in accordance with Section 3 above, the parties shall, as soon as agreeable to the parties following such date of notice, meet for collective bargaining, the Company being represented in such negotiations by a Bargaining Committee appointed by the Company, and the Union being represented by a Bargaining Committee selected by said Union. Any agreement on changes arrived at and approved in such negotiations shall be binding upon the parties to this Agreement. If such negotiations cannot be completed prior to the May 1 following the date on which such notice was given, any changes in compensation to employees shall nevertheless be retroactive to the said May 1.



**Section 5: Termination**

In case negotiations conducted in accordance with Section 4 above break down, either party may terminate this Agreement upon the expiration of ten (10) days notice in writing mailed by registered mail to the other party.

**IN WITNESS WHEREOF**, we, the undersigned have hereunto set our signatures:

HOWARD BURLEIGH  
VICE PRESIDENT  
FLETCHER CHALLENGE  
CANADA

PAT BOOTH, PRESIDENT  
COMMUNICATION,  
ENERGY AND  
PAPERWORKERS UNION,  
LOCAL 1123

**ELK FALLS CEP LOCAL #1123  
EXHIBIT 'A'  
JOB CATEGORIES AND WAGE BATES**

It is agreed that the schedule of job rates listed below will be considered as part of this Agreement and that all employees hired, transferred or promoted to any job, excluding Mechanics' jobs, will receive the job rate for such jobs on the dates so specified.

	May 1, 1997	May 1, 1998	May 1, 1999
<b>MECHANICS</b>			
A Mechanic Journeyman	25.870	26.385	26.915
B Mechanic	23.930	24.410	24.900
C+ Mechanic	22.020	22.460	22.910
C Mechanic	21.155	21.580	22.010
D Mechanic	20.800	21.215	21.640
<b>APPRENTICES</b>			
5th Year Apprentice	25.870	26.385	26.915
4th Year Apprentice	23.930	24.410	24.900
3rd Year Apprentice	22.020	22.460	22.910
2nd Year Apprentice	21.155	21.580	22.010
1st Year Apprentice	20.800	21.215	21.640
Labour Rate	19.855	20.250	20.655
<b>MECHANICS</b>			
Trade Utility:			
- after 18 months	20.120	20.520	20.930
- Next 12 months	19.925	20.325	20.730
- 0 - 6 months	19.855	20.250	20.655
Roll Grinder	\$0.30 above A Mechanic Journeyman		
Large Lathe	\$0.30 above A Mechanic Journeyman		
Roll Balancer	\$0.30 above A Mechanic Journeyman		
<b>MISCELLANEOUS MAINTENANCE</b>			
* Lubrication Mechanic	23.930	24.410	24.900
9 Kraft Mill Oiler	21.450 E	21.880 E	22.320 E
9 News Machine Oiler	21.450 E	21.880 E	22.320 E
9 #3 & #4 Machine Area Oiler	21.450 E	21.880 E	22.320 E
9 TMP Oiler	21.450 E	21.880 E	22.320 E
7 Limc Plant Rccaust Oiler	21.085 E	21.505 E	21.935 E

**ELK FALLS CEP LOCAL #1123**  
**EXHIBIT 'A'**  
**JOB CATEGORIES AND WAGE BATES**

It is agreed that the schedule of job rates listed below will be considered as part of this Agreement and that all employees hired, transferred or promoted to any job, excluding Mechanics' jobs, will receive the job rate for such jobs on the dates so specified.

	May 1, 2000	May 1, 2001	May 1, 2002
<b>MECHANICS</b>			
A Mechanic	27.455	28.005	28.565
Journeyman			
B Mechanic	25.400	25.910	26.430
C+ Mechanic	23.370	23.835	24.310
C Mechanic	22.450	22.900	23.360
D Mechanic	22.075	22.515	22.965

<b>APPRENTICES</b>			
5th Year Apprentice	27.455	28.005	28.565
4th Year Apprentice	25.400	25.910	26.430
3rd Year Apprentice	23.370	23.835	24.310
2nd Year Apprentice	22.450	22.900	23.360
1st Year Apprentice	22.075	22.515	22.965
Labour Rate	21.070	21.490	21.920

<b>MECHANICS</b>			
Trade Utility:			
- after 18 months	21.350	21.775	22.210
- Next 12 months	21.145	21.570	22.000
- 0 - 6 months	21.070	21.490	21.920
Roll Grinder	\$0.30 above A Mechanic		
	Journeyman		
Large Lathe	\$0.30 above A Mechanic		
	Journeyman		
Roll Balancer	\$0.30 above A Mechanic		
	Journeyman		

<b>MISCELLANEOUS MAINTENANCE</b>			
* Lubrication Mechanic	25.400	25.910	26.430
9 Kraft Mill Oiler	22.765 E	23.220 E	23.685 E
9 News Machine Oiler	22.765 E	23.220 E	23.685 E
9 #3 & #4 Machine Area Oiler	22.765 E	23.220 E	23.685 E
9 TMP Oiler	22.765 E	23.220 E	23.685 E
7 Lime Plant Recast Oiler	22.375 E	22.825 E	23.280 E

		May 1, 1997	May 1, 1998	May 1, 1999
<b>Miscellaneous Maintenance (con't)</b>				
6	Conveyor Oiler	20.895 E	21.315 E	21.470 E
8	Water Supply Mtce. Man	21.260 E	21.685 E	22.120 E
15	Knife & Slitter Grinderman	22.590 E	23.040 E	23.500 E
3	Jackhammerman	20.355 E	20.760 E	21.175 E
3	Insulator Helper Tool Crib Attendant/ Repairman:	20.355 E	20.760 E	21.175 E
9	- 0 - 12 months	21.450 E	21.880 E	22.320 E
11	- 13 - 18 months	21.840 E	22.275 E	22.720 E
15	- 19 - 24 months	22.590 E	23.040 E	23.500 E
19	- Over 24 months	23.335 E	23.800 E	24.275 E
Salvage:				
2	- 0 - 6 months	20.185 E	20.590 E	21.000 E
5	- 7 - 12 months	20.705 E	21.120 E	21.540 E
6	- Over 12 months	20.895 E	21.315 E	21.740 E
Garage Serviceman:				
4	- 0 - 3 months	20.525 E	20.935 E	21.355 E
6	- 4 - 6 months	20.895 E	21.315 E	21.740 E
8	- 7 -12 months	21.260 E	21.685 E	22.120 E
10	- Over 12 months	21.635 E	22.070 E	22.510 E
1	Machine Shop Cleanup & Utility	20.005 E	20.405 E	20.815 E

Lubrication mechanic's rate will be paid after three (3) years as an Oiler provided Lubrication Mechanic duties are performed.

#### **BOOM**

31	Skipper-Seymour Crown - 350T - Masters Ticket	25.595 E	26.105 E	26.625 E
29	Skipper - Seymour Crown - Small Craft Certificate	25.215 E	25.720 E	26.235 E
20	Lead Boomman	23.520 E	23.990 E	24.470 E
14	Dominion Dredge	22.405 E	22.855 E	23.310 E
11	Boatman - Bankia	21.840 E	22.275 E	22.720 E
10	Licensed Deckhand - Seymour Crown	21.635 E	22.070 E	22.510 E
8	Deckhand - Seymour Crown	21.260 E	21.685 E	22.120 E

	May 1, 2000	May 1, 2001	May 1, 2002	
<b>Miscellaneous Maintenance (con't)</b>				
6	Conveyor Oiler	22.175 E	22.620 E	23.070 E
8	Water Supply Mtce. Man	22.560 E	23.010 E	23.470 E
15	Knife & Slitter Grinderman	23.970 E	24.450 E	24.940 E
3	Jackhammerman	21.600 E	22.030 E	22.470 E
3	Insulator Helper Tool Crib Attendant/ Repairman:	21.600 E	22.030 E	22.470 E
9	- 0 - 12 months	22.765 E	23.220 E	23.685 E
11	- 13 - 18 months	23.175 E	23.640 E	24.115 E
15	- 19 - 24 months	23.970 E	24.450 E	24.940 E
19	- Over 24 months	24.760 E	25.255 E	25.760 E
Salvage:				
2	- 0 - 6 months	21.420 E	21.850 E	22.285 E
5	- 7 - 12 months	21.970 E	22.410 E	22.860 E
6	- Over 12 months	22.175 E	22.620 E	23.070 E
Garage Serviceman:				
4	- 0 - 3 months	21.780 E	22.215 E	22.660 E
6	- 4 - 6 months	22.175 E	22.620 E	23.070 E
8	- 7 - 12 months	22.560 E	23.010 E	23.470 E
10	- Over 12 months	22.960 E	23.420 E	23.890 E
1	Machine Shop Cleanup & Utility	21.230 E	21.655 E	22.090 E

Lubrication mechanic's rate will be paid after three (3) years as an Oiler provided Lubrication Mechanic duties are performed.

#### **BOOM**

31	Skipper-Seymour Crown - 350T - Masters Ticket	27.160 E	27.705 E	28.260 E
29	Skipper - Seymour Crown - Small Craft Certificate	26.760 E	27.295 E	27.840 E
20	Lead Boomman	24.960 E	25.460 E	25.970 E
14	Dominion Dredge	23.775 E	24.250 E	24.735 E
11	Boatman - Bankia	23.175 E	23.640 E	24.115 E
10	Licensed Deckhand - Seymour Crown	22.960 E	23.420 E	23.890 E
8	Deckhand - Seymour Crown	22.560 E	23.010 E	23.470 E

	May 1, 1997	May 1, 1998	May 1, 1999
<b>Boom (con't)</b>			
7 Deckhand - Bankia	21.085 E	21.505 E	21.935 E
8 Dredge Swamper	21.260 E	21.685 E	22.120 E
7 Boomman	21.085 E	21.505 E	21.935 E
17 Float Building & Maintenance Man	22.955 E	23.415 E	23.885 E
<b>CHIP HANDLING</b>			
22 Colby Crane Operator - Leadhand	23.900 E	24.380 E	24.870 E
15 Colby Crane Operator	22.590 E	23.040 E	23.500 E
10 #3 Pile Equipment Operator - Cat 824	21.635 E	22.070 E	22.510 E
10 Barge Equipment Operator	21.635 E	22.070 E	22.510 E
9 Equipment Operator	21.450 E	21.880 E	22.320 E
9 Chip Screen Tender	21.450 E	21.880 E	22.320 E
6 Sludge Conveyor Equip. Operator	20.895 E	21.315 E	21.740 E
2 Equip Utility Man	20.185 E	20.590 E	21.000 E
1 Conveyor Utility Man	20.005 E	20.405 E	20.815 E
<b>THERMO MECHANICAL PULPING</b>			
42 TMP Operator A	27.665 E	28.220 E	28.785 E
28 TMP Operator B	25.025 E	25.525 E	26.035 E
11 Peroxide Bleach Plant Operator	21.840 E	22.275 E	22.720 E
10 Equipment Operator	21.635 E	22.070 E	22.510 E
7 TMP Operator C	21.085 E	21.505 E	21.935 E
1 Clean Up & Utility	20.005 E	20.405 E	20.815 E
<b>KRAFT PULP</b>			
31 Cooking Systems Operator	25.595 E	26.105 E	26.625 E
25 Continuous Digester Operator	24.470 E	24.960 E	25.460 E
19 Batch Digester Operator	23.335 E	23.800 E	24.275 E
17 Causticizing Operator	22.955 E	23.415 E	23.885 E
15 Lime Kiln Operator	22.590 E	23.040 E	23.500 E
26 Senior Bleach Operator	24.655 E	25.150 E	25.655 E
20 Operating Assistant	23.520 E	23.990 E	24.470 E
16 Chemi-Washer Operator	22.775 E	23.230 E	23.695 E
16 Washing/Screening Operator	22.775 E	23.230 E	23.695 E
4 Chemical Unloader	20.525 E	20.935 E	21.355 E
1/2 Clean-up	19.920 E	20.320 E	20.725 E

		May 1, 2000	May 1, 2001	May 1, 2002
<b>Boom (con't)</b>				
7	Deckhand - Bankia	22.375 E	22.825 E	23.280 E
8	Dredge Swamper	22.560 E	23.010 E	23.470 E
7	Boomman	22.375 E	22.825 E	23.280 E
17	Float Building & Maintenance Man	24.365 E	24.850 E	25.345 E
<b>CHIP HANDLING</b>				
22	Colby Crane Operator - Leadhand	25.365 E	25.870 E	26.385 E
15	Colby Crane Operator	23.970 E	24.450 E	24.940 E
10	#3 Pile Equipment Operator - Cat 824	22.960 E	23.420 E	23.890 E
10	Barge Equipment Operator	22.960 E	23.420 E	23.890 E
9	Equipment Operator	22.765 E	23.220 E	23.685 E
9	Chip Screen Tender	22.765 E	23.220 E	23.685 E
6	Sludge Conveyor Equip. Operator	22.175 E	22.620 E	23.070 E
2	Equip Utility Man	21.420 E	21.850 E	22.285 E
1	Conveyor Utility Man	21.230 E	21.655 E	22.090 E
<b>THERMO MECHANICAL PULPING</b>				
42	TMP Operator A	29.360 E	29.945 E	30.545 E
28	TMP Operator B	26.555 E	27.085 E	27.625 E
11	Peroxide Bleach Plant Oper.	23.175 E	23.640 E	24.115 E
10	Equipment Operator	22.960 E	23.420 E	23.890 E
7	TMP Operator C	22.375 E	22.825 E	23.280 E
1	Clean Up & Utility	21.230 E	21.655 E	22.090 E
<b>KRAFT PULP</b>				
31	Cooking Systems Operator	27.160 E	27.705 E	28.260 E
25	Continuous Digester Operator	25.970 E	26.490 E	27.020 E
19	Batch Digester Operator	24.760 E	25.255 E	25.760 E
17	Causticizing Operator	24.365 E	24.850 E	25.345 E
15	Lime Kiln Operator	23.970 E	24.450 E	24.940 E
26	Senior Bleach Operator	26.170 E	26.695 E	27.230 E
20	Operating Assistant	24.960 E	25.460 E	25.970 E
16	Chemi-Washer Operator	24.170 E	24.655 E	25.150 E
16	Washing/Screening Operator	24.170 E	24.655 E	25.150 E
4	Chemical Unloader	21.780 E	22.215 E	22.660 E
1/2	Clean-up	21.140 E	21.565 E	21.995 E

		May 1, 1997	May 1, 1998	May 1, 1999
<b>FOURDRINIER PULP MACHINE</b>				
33	Machine Tender	25.975 E	26.495 E	27.025 E
25	Back Tender	24.470 E	24.960 E	25.460 E
12	Senior Balerman	22.025 E	22.465 E	22.915 E
8	Junior Balerman	21.260 E	21.685 E	22.120 E
2	#3 & #4 Machine Room Utility	20.185 E	20.590 E	21.000 E

**MACHINE ROOM**

3	Beater Utility Man	20.355 E	20.760 E	21.175 E
1	Clean-up and Utility	20.005 E	20.405 E	20.815 E

**CORE DEPARTMENT**

5	Core Utility - Lift Operator	20.705 E	21.120 E	21.540 E
5	Core Cutter	20.705 E	21.120 E	21.540 E
1	Core Helper	20.005 E	20.405 E	20.815 E

**STEAM PLANT**

41	Recovery Engineer, Sr., 3rd	27.475 E	28.025 E	28.585 E
39	Assistant Shift Engineer, 3rd	27.100 E	27.460 E	28.195 E
29	Recovery Engineer, Jr., 3rd	25.215 E	25.720 E	26.235 E
25	Asst. Shift Engineer, Jr., 3rd	24.470 E	24.960 E	25.460 E
24	Turbine Service Eng., 3rd	24.275 E	24.760 E	25.255 E
22	S.E.T. Engineer, 4th	23.900 E	24.380 E	24.870 E
20	#2 Recovery Fireman, 4th	23.520 E	23.990 E	24.470 E
16	Assistant Engineer, 4th	22.775 E	23.230 E	23.695 E
15	#1 Recovery Fireman, 4th	22.590 E	23.040 E	23.500 E
4	Utility - Power Plant (No ticket)	20.525 E	20.935 E	21.355 E
4	Utility - Recovery (No ticket)	20.525 E	20.935 E	21.355 E
3	#5 P.B. Lubrication	20.355 E	20.760 E	21.175 E
1	Conveyorman	20.005 E	20.405 E	20.815 E
1	Salt Cake - Janitor	20.005 E	20.405 E	20.815 E



		May 1, 2000	May 1, 2001	May 1, 2002
<b>FOURDRINIER PULP MACHINE</b>				
33	Machine Tender	27.565 E	28.115 E	28.675 E
25	Back Tender	25.970 E	26.490 E	27.020 E
12	Senior Balerman	23.375 E	23.845 E	24.320 E
8	Junior Balerman	22.560 E	23.010 E	23.470 E
2	#3 & #4 Machine Room Utility	21.420 E	21.850 E	22.285 E
<b>MACHINE ROOM</b>				
3	Beater Utility Man	21.600 E	22.030 E	22.470 E
1	Clean-up and Utility	21.230 E	21.655 E	22.090 E
<b>CORE DEPARTMENT</b>				
5	Core Utility - Lift Operator	21.970 E	22.410 E	22.860 E
5	Core Cutter	21.970 E	22.410 E	22.860 E
1	Core Helper	21.230 E	21.655 E	22.090 E
<b>STEAM PLANT</b>				
41	Recovery Engineer, Sr., 3rd	29.155 E	29.740 E	30.335 E
39	Assistant Shift Engineer, 3rd	28.760 E	29.335 E	29.920 E
29	Recovery Engineer, Jr., 3rd	26.760 E	27.295 E	27.840 E
25	Asst. Shift Engineer, Jr., 3rd	25.970 E	26.490 E	27.020 E
24	Turbine Service Eng., 3rd	25.760 E	26.275 E	26.800 E
22	S.E.T. Engineer, 4th	25.365 E	25.870 E	26.385 E
20	#2 Recovery Fireman, 4th	24.960 E	25.460 E	25.970 E
16	Assistant Engineer, 4th	24.170 E	24.655 E	25.150 E
15	#1 Recovery Fireman, 4th			
4	Utility - Power Plant (No ticket)	21.780 E	22.215 E	22.660 E
4	Utility - Recovery (No ticket)	21.780 E	22.215 E	22.660 E
3	#5 P.B. Lubrication	21.600 E	22.030 E	22.470 E
1	Conveyorman	21.230 E	21.655 E	22.090 E
1	Salt Cake - Janitor	21.230 E	21.655 E	22.090 E

	May 1, 1997	May 1, 1998	May 1, 1999
<b>Steam Plant (cont'd)</b>			
	25.870	26.390	26.920
9	21.450 E	21.880 E	22.320 E

**MILL STORES**

13	22.205 E	22.650 E	23.105 E
10	21.635 E	22.070 E	22.510 E
8	21.260 E	21.685 E	22.120 E
4	20.525 E	20.935 E	21.355 E
2	20.185 E	20.590 E	21.000 E
3	20.355 E	20.760 E	21.175 E

**YARD**

20	23.520 E	23.990 E	24.470 E
19	23.335 E	23.800 E	24.275 E
13	22.205 E	22.650 E	23.105 E
11	21.840 E	22.275 E	22.720 E
10	21.635 E	22.070 E	22.510 E
1	20.005 E	20.405 E	20.815 E
8	21.260 E	21.685 E	22.120 E
6	20.895 E	21.315 E	21.740 E
6	20.895 E	21.315 E	21.740 E
7	21.085 E	21.505 E	21.935 E
5	20.705 E	21.120 E	21.540 E
3	20.355 E	20.760 E	21.175 E
8	21.260 E	21.685 E	22.120 E
4	20.525 E	20.935 E	21.355 E
	20.230 N	20.635 N	21.050 N
1	20.005 E	20.405 E	20.815 E
15	22.590 E	23.040 E	23.500 E
4	20.525 E	20.935 E	21.355 E
1	20.005 E	20.405 E	20.815 E
4	20.525 E	20.935 E	21.355 E
4	20.525 E	20.935 E	21.355 E
3	20.355 E	20.760 E	21.175 E
1	20.005 E	20.405 E	20.815 E
1/2	19.920 E	20.320 E	20.725 E

		May 1, 2000	May 1, 2001	May 1, 2002
<b>Steam Plant (cont'd)</b>				
	Repair Engineer, 3rd - Over 6 months	27.460	28.010	28.570
9	Repairman, 4th	22.765 E	23.220 E	23.685 E
<b>MILL STORES</b>				
13	Receiver	23.565 E	24.035 E	24.515 E
10	Assistant Receiver	22.960 E	23.420 E	23.890 E
8	Storesman: - Over 12 months	22.560 E	23.010 E	23.470 E
4	- 7 - 12 months	21.780 E	22.215 E	22.660 E
2	- 0 - 6 months	21.420 E	21.850 E	22.285 E
3	Utility Truck Driver	21.600 E	22.030 E	22.470 E
<b>YARD</b>				
20	Vehicle Crew Lead Hand	24.960 E	25.460 E	25.970 E
19	Mobile Crane (40 Ton)	24.760 E	25.255 E	25.760 E
13	Mobile Crane (28 Ton)	23.565 E	24.035 E	24.515 E
11	Mobile Crane ( 8 Ton)	23.175 E	23.640 E	24.115 E
10	Yard Power Saw Repairs-Major	22.960 E	23.420 E	23.890 E
1	Mobile Crane Helper	21.230 E	21.655 E	22.090 E
8	Cat Operator - D8	22.560 E	23.010 E	23.470 E
6	Large Fork Lift	22.175 E	22.620 E	23.070 E
6	Front End Loader	22.175 E	22.620 E	23.070 E
7	Cat Operator - D5	22.375 E	22.825 E	23.280 E
5	Power Lift (Fork)	21.970 E	22.410 E	22.860 E
3	Truck Driver	21.600 E	22.030 E	22.470 E
8	Ships Gear Repairs	22.560 E	23.010 E	23.470 E
4	Ships Lineman - (Handling Deepsea Ships)	21.780 E	22.215 E	22.660 E
	Air Winch Operator	21.470 N	21.900 N	22.340 N
1	Railway Track Repairs	21.230 E	21.655 E	22.090 E
15	Rigger	23.970 E	24.450 E	24.940 E
4	Rigger's Mate	21.780 E	22.215 E	22.660 E
1	Rigger's Helper	21.230 E	21.655 E	22.090 E
4	Chip Truck Driver	21.780 E	22.215 E	22.660 E
4	Truck Driver-Tandem axle	21.780 E	22.215 E	22.660 E
3	Road Sweeper Operator	21.600 E	22.030 E	22.470 E
1	Waste Hog Operator	21.230 E	21.655 E	22.090 E
1/2	Gardener	21.140 E	21.565 E	21.995 E

	May 1, 1997	May 1, 1998	May 1, 1999	
<b>Yard (con't)</b>				
	Yard Equipment Oper.	19.855	20.250	20.655
0	Yard Swamper (Lumber)	19.855 E	20.250 E	20.655 E

#### **WAREHOUSE**

14	Checker/Dispatcher	22.405 E	22.855 E	23.310 E
9	Power Lift Operator News	21.450 E	21.880 E	22.320 E
7	Power Lift Operator #4PM	21.085 E	21.505 E	21.935 E
6	Power Lift Operator #3PM	20.895 E	21.315 E	21.740 E
	Clean-up	19.855	20.250	20.655

#### **RAILWAY**

14	Engineer	22.405 E	22.855 E	23.310 E
9	Brakeman - Head	21.450 E	21.880 E	22.320 E
5	Brakeman	20.705 E	21.120 E	21.540 E
4	Fireman	20.525 E	20.935 E	21.355 E

#### **DEEP SEA SHIP LOADING**

	Dock Foreman	23.340	23.805	24.280
	Loading Foreman	24.910	25.410	25.920
	Winch Operator-Double	23.845	24.320	24.805
	Winch Operator- Single	23.405	23.875	24.355
	Hatch Tender	23.405	23.875	24.355
	Power Lift Oper in Hold	23.405	23.875	24.355
	Lead Holdman	23.405	23.875	24.355
	Holdman	23.045	23.505	23.975
	Slingman	22.650	23.105	23.565
	Power Lift to ship's side	21.810	22.245	22.690
	Power Lift Operator (loading out in warehouse)	21.810	22.245	22.690
	Tractor Operator - large	21.345	21.770	22.205
	Tractor Operator - small	21.215	21.640	22.075

#### **GANTRY CRANE SHIPS & STAR BULK CARRIERS**

	Loading Foreman	25.220	25.725	26.240
	Gantry Crane Operator	24.335	24.820	25.315
	Ship Utility	23.045	23.505	23.975
	Power Lift Operator	20.560	22.245	22.690
	Tractor Operator (large)	21.345	21.770	22.205

	May 1, 2000	May 1, 2001	May 1, 2002	
<b>Yard (con't)</b>				
	Yard Equipment Oper.	21.070	21.490	21.920
0	Yard Swamper (Lumber)	21.070 E	21.490 E	21.920 E

#### WAREHOUSE

14	Checker/Dispatcher	23.775 E	24.250 E	24.735 E
9	Power Lift Operator News	22.765 E	23.220 E	23.685 E
7	Power Lift Operator #4PM	22.375 E	22.825 E	23.280 E
6	Power Lift Operator #3PM	22.175 E	22.620 E	23.070 E
	Clean-up	21.070	21.490	21.920

#### RAILWAY

14	Engineer	23.775 E	24.250 E	24.735 E
9	Brakeman - Head	22.765 E	23.220 E	23.685 E
5	Brakeman	21.970 E	22.410 E	22.860 E
4	Fireman	21.780 E	22.215 E	22.660 E

#### DEEP SEA SHIP LOADING

	Dock Foreman	24.765	25.260	25.765
	Loading Foreman	26.440	26.970	27.510
	Winch Operator-Double	25.300	25.805	26.320
	Winch Operator- Single	24.840	25.335	25.840
	Hatch Tender	24.840	25.335	25.840
	Power Lift Oper in Hold	24.840	25.335	25.840
	Lead Holdman	24.840	25.335	25.840
	Holdman	24.455	24.945	25.445
	Slingman	24.035	24.515	25.005
	Power Lift to ship's side	23.145	23.610	24.080
	Power Lift Operator (loading out in warehouse)	23.145	23.610	24.080
	Tractor Operator - large	22.650	23.105	23.565
	Tractor Operator - small	22.515	22.965	23.425

#### GANTRY CRANE SHIPS & STAR BULK CARRIERS

	Loading Foreman	26.765	27.300	27.845
	Gantry Crane Operator	25.820	26.335	26.860
	Ship Utility	24.455	24.945	25.445
	Power Lift Operator	23.145	23.610	24.080
	Tractor Operator (large)	22.650	23.105	23.565

	May 1, 1997	May 1, 1998	May 1, 1999
<b>DEEP SEA BARGE LOADING</b>			
Loading Foreman	24.910	25.410	25.920
Barge Tender	23.405	23.875	24.355
Crane Operator (double winch)	23.845	24.320	24.805
Power Lift in Barge	23.405	23.875	24.355
Holdman (Dunnage Man)	23.405	23.875	24.355
Slingman	22.650	23.105	23.565
Tractor Operator- Large	21.345	21.770	22.205

**BARGE - COASTAL**

18	Leadhand Barge	23.155 E	23.620 E	24.090 E
8	Power Lift	21.260 E	21.685 E	22.120 E
5	Tractor Operator	20.705 E	21.120 E	21.540 E
4	Bargeman	20.525 E	20.935 E	21.355 E
0	Yard Swamper	19.855 E	20.250 E	20.655 E

**INDUSTRIAL RELATIONS**

First Aid Attendant				
12	- Level III Unrestricted	22.025 E	22.465 E	22.915 E
11	- Level III Restricted	21.840 E	22.275 E	22.720 E
3	Plant Protection Patrolman	20.355 E	20.760 E	21.175 E
2	Construct'n Gate Attendant	20.185 E	20.590 E	21.000 E
2	#2 Route Patrolman	20.185 E	20.590 E	21.000 E

**First Aid Attendants**

The following bonuses will be paid to employees who, though not First Aid Attendants, perform first-aid duties in addition to their regular duties (combination jobs):

Level III ticket will be paid job rate + eighty-five (85) cents

Level II ticket will be paid job rate + fifty (50) cents

or the designated First-Aid Attendant's rate for the equivalent ticket, whichever is the greater

	May 1, 2000	May 1, 2001	May 1, 2002
<b>DEEP SEA BARGE LOADING</b>			
Loading Foreman	26.440	26.970	27.510
Barge Tender	24.840	25.335	25.840
Crane Operator (double winch)	25.300	25.805	26.320
Power Lift in Barge	24.840	25.335	25.840
Holdman (Dunnage Man)	24.455	24.945	25.445
Slingman	24.035	24.515	25.005
Tractor Operator- Large	22.650	23.105	23.565

**BARGE - COASTAL**

18	Leadhand Barge	24.570 E	25.060 E	25.560 E
8	Power Lift	22.560 E	23.010 E	23.470 E
5	Tractor Operator	21.970 E	22.410 E	22.860 E
4	Bargeman	21.780 E	22.215 E	22.660 E
0	Yard Swamper	21.070 E	21.490 E	21.920 E

**INDUSTRIAL RELATIONS**

First Aid Attendant				
12	- Level III Unrestricted	23.375 E	23.845 E	24.320 E
11	- Level III Restricted	23.175 E	23.640 E	24.115 E
3	Plant Protection Patrolman	21.600 E	22.030 E	22.470 E
2	Construct'n Gate Attendant	21.420 E	21.850 E	22.285 E
2	#2 Route Patrolman	21.420 E	21.850 E	22.285 E

**STEAM PLANT TICKET BONUS SYSTEM**

1. Employees holding a 4th class ticket, where no ticket is required, will receive ten (10) cents per hour over their job rate.
2. Employees holding a 3rd class ticket, where a 4th class ticket is required, will receive twenty five (25) cents per hour over their job rate.
3. Employees holding a 2nd class ticket, where a 3rd class ticket is required, will receive thirty (30) cents per hour over their job rate.
4. Employees holding a 1st class ticket, where a 2nd class ticket is required, will receive forty (40) cents per hour over their job rate.

Note: Only one of the above bonuses is applicable - no stacking.

Maintenance Engineers to be paid operating rate when relieving operators.

## **DEEP SEA LOADING**

Power Lift Truck Operator (warehouse to final positioning of product aboard the barge). Operators will receive a split rate based on 50% of the time at the "Power Lift Truck Operator in Barge" rate and 50% of the time at the regular Lift Truck Operator's rate. Other personnel working aboard a deep sea barge shall receive an equivalent rate specified for like duties connected with deep sea ship loading.

A deep sea barge within the meaning of this agreement shall be defined as any scow or barge, which in the course of its current voyage to a foreign port, crosses a line drawn from Cape Flattery to Lat. 50-00' N, Long. 130-00' W, to Lat. 56-00' N, Long. 138-00' W, to Cape Spencer.

Deep sea loading rates and conditions will also apply for the barge and container loading of pulp and paper destined for foreign ports by water beyond the above defined line which in the course of the voyage is transhipped through another port within the above defined line.

It is understood and agreed that the above statement does not apply to current barge loading.

A differential of fifteen (15) cents per hour shall be paid to Holdmen actually loading cargo by hand in a confined space when there is less than six feet (6') of head room at the lowest point of coaming.

Time and one-half shall be paid to deep sea ship loading crews for work performed after 4:30 p.m. and on Saturdays.

## **DIRTY MONEY**

Employees earning five (5) cents or less above base rate will be paid an additional fifteen (15) cents per hour while performing the following work:-

- Lime kiln - all work inside kiln.
- Liquor tanks - when working inside tanks.
- Lime elevator - for cleaning elevator pit.
- Steam plant - boiler tubes and passes cleanout.
- Recovery - electro-static precipitator cleanout.
- Recovery - boiler tube passes.
- Handling sulphur equipment.
- Blowing down trusses when abnormally dirty.
- Cleaning out plenum chamber.
- Dumping bag lime.



Clearing out hang-ups in lime silo.  
Clearing out lime conveyor hang-ups.  
Cleaning sanitary sewers and recaust. overflow sewer.  
Needle gunning.  
#5 Power Boiler - when emptying ash silo.

**METRIC TOOLS**

The company will make available tradesmen's tools required upon the introduction of the metric system.

EXHIBIT 'A'  
JOB CATEGORIES AND WAGE RATES

It is agreed that the schedule of job rates listed below will be considered as part of this Agreement and that all employees hired, transferred or promoted to any job, excluding Mechanics' jobs, will receive the job rate for such jobs on the dates so specified.

	May 1, 1997	May 1, 1998	May 1, 1999
Labour Rate	19.855	20.250	20.655

**STOCK PREPARATION**

27	Stock Prep Leadman	24.840 E	25.335 E	25.840 E
20	Stockman - #4 Machine	23.520 E	23.990 E	24.470 E
17	Stockman - #5 Machine	22.955 E	23.415 E	23.885 E
14	Stock Prep. Asst. #1 & #2	22.405 E	22.855 E	23.310 E
8	Helper - #4 Stock Prep	21.260 E	21.685 E	22.120 E

**MACHINE ROOM**

**No. 1 Paper Machine - News  
(Rates - Bracket 75)  
(Width of Machine 280")**

Machine Tender	32.210	32.855	33.510
Back Tender	29.615	30.205	30.810
Winderman	27.065	27.605	28.155
Fourth Hand	23.515	23.985	24.465
Fifth Hand	22.515	22.965	23.425
Sixth Hand	21.285	21.710	22.145

**No. 2 Paper Machine - News  
(Rates - Bracket 74)  
(Width of Machine 260")**

Machine Tender	32.140	32.785	33.440
Back Tender	29.535	30.125	30.730
Winderman	26.995	27.535	28.085
Fourth Hand	23.490	23.960	24.440
Fifth Hand	22.460	22.910	23.370
Sixth Hand	21.260	21,685	22.120

EXHIBIT 'A'  
JOB CATEGORIES AND WAGE RATES

It is agreed that the schedule of job rates listed below will be considered as part of this Agreement and that all employees hired, transferred or promoted to any job, excluding Mechanics' jobs, will receive the job rate for such jobs on the dates so specified.

	May 1, 2000	May 1, 2001	May 1, 2002
Labour Rate	21.070	21.490	21.920

**STOCK PREPARATION**

27	Stock Prep Leadman	26.355 E	26.880 E	27.420 E
20	Stockman - #4 Machine	24.960 E	25.460 E	25.970 E
17	Stockman - #5 Machine	24.365 E	24.850 E	25.345 E
14	Stock Prep. Ass. #1 & #2	23.775 E	24.250 E	24.735 E
8	Helper - #4 Stock Prep	22.560 E	23.010 E	23.470 E

**MACHINE ROOM**

**No. 1 Paper Machine - News  
(Rates - Bracket 75)  
(Width of Machine 280")**

Machine Tender	34.180	34.865	35.560
Back Tender	31.425	32.055	32.695
Winderman	28.720	29.295	29.880
Fourth Hand	24.955	25.455	25.965
Fifth Hand	23.895	24.375	24.865
Sixth Hand	22.590	23.040	23.500

**No. 2 Paper Machine - News  
(Rates - Bracket 74)  
(Width of Machine 260")**

Machine Tender	34.110	34.790	35.485
Back Tender	31.345	31.970	32.610
Winderman	28.645	29.220	29.805
Fourth Hand	24.930	25.430	25.940
Fifth Hand	23.835	24.310	24.795
Sixth Hand	22.560	23.010	23.470

May 1,      May 1,      May 1,  
1997        1998        1999

**No. 4 Paper Machine - Specialty Paper  
(Rates - Bracket 75)  
(Width of Machine 280")**

45	Machine Tender	28.425 H	28.995 H	29.575 H
35	Back Tender	26.545 H	27.075 H	27.615 H
21	Winderman	23.900 H	24.380 H	24.870 H
12	Fourth Hand	22.025 E	22.465 E	22.915 E
7	Fifth Hand	21.085 E	21.505 E	21.935 E

**No. 5 Paper Machine - News  
(Rates - Bracket 100)  
(Width of Machine 360")**

	Machine Tender	33.795	34.470	35.160
	Back Tender	31.165	31.790	32.425
	Winderman	28.645	29.220	29.805
	Fourth Hand	24.565	25.055	25.555
	Fifth Hand	23.530	24.000	24.480
	Sixth Hand	21.845	22.280	22.725

**Paper Machines - Miscellaneous**

44	Clothing Man	28.040 E	28.600 E	29.170 E
	Clothing & Clean-up:			
15	- over 18 months	22.590 E	23.040 E	23.500 E
11	- 13 - 18 months	21.840 E	22.275 E	22.720 E
7	- 7 - 12 months	21.085 E	21.505 E	21.935 E
3	- 0 - 6 months	20.355 E	20.760 E	21.175 E
	Spare & Clean-up	19.855	20.250	20.655

**FINISHING ROOM**

20	Lead Operator - Scale	23.520 E	23.990 E	24.470 E
11	Utility Scale	21.840 E	22.275 E	22.720 E
8	#4 Rewinder Operator	21.260 E	21.685 E	22.120 E
6	Label Operator	20.895 E	21.315 E	21.740 E
4	Header Operator	20.525 E	20.935 E	21.355 E
2	#5 Sorter Feeder	20.185 E	20.590 E	21.000 E
1	Sorter Operator	20.005 E	20.405 E	20.815 E

May 1, 2000	May 1, 2001	May 1, 2002
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**No. 4 Paper Machine - Specialty Paper  
(Rates - Bracket 75)  
(Width of Machine 280")**

45	Machine Tender	30.165 H	30.770 H	31.385 H
35	Back Tender	28.165 H	28.730 H	29.305 H
21	Winderman	25.365 H	25.870 H	26.385 H
12	Fourth Hand	23.375 E	23.845 E	24.230 E
7	Fifth Hand	22.375 E	22.825 E	23.280 E

**No. 5 Paper Machine - News  
(Rates - Bracket 100)  
(Width of Machine 360")**

	Machine Tender	35.865	36.580	37.310
	Back Tender	33.075	33.735	34.410
	Winderman	30.400	31.010	31.630
	Fourth Hand	26.065	26.585	27.115
	Fifth Hand	24.970	25.470	25.980
	Sixth Hand	23.180	23.645	24.120

**Paper Machines - Miscellaneous**

44	Clothing Man	29.755 E	30.350 E	30.955 E
	Clothing & Clean-up:			
15	- over 18 months	23.970 E	24.450 E	24.940 E
11	- 13 - 18 months	23.175 E	23.640 E	24.115 E
7	- 7 - 12 months	22.375 E	22.825 E	23.280 E
3	- 0 - 6 months	21.600 E	22.030 E	22.470 E
	Spare & Clean-up	21.070	21.490	21.920

**FINISHING ROOM**

20	Lead Operator - Scale	24.960 E	25.460 E	25.970 E
11	Utility Scale	23.175 E	23.640 E	24.115 E
8	#4 Rewinder Operator	22.560 E	23.010 E	23.470 E
6	Label Operator	22.175 E	22.620 E	23.070 E
4	Header Operator	21.780 E	22.215 E	22.660 E
2	#5 Sorter Feeder	21.420 E	21.850 E	22.285 E
1	Sorter Operator	21.230 E	21.655 E	22.090 E

	May 1, 1997	May 1, 1998	May 1, 1999
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**TECHNICAL DEPARTMENT**

18	Paper Technician	23.155 E	23.620 E	24.090 E
13	Pulp Mill Technician	22.205 E	22.650 E	23.105 E
11	Process Technician	21.840 E	22.275 E	22.720 E
10	Environmental Technician	21.635 E	22.070 E	22.510 E
10	Kraft Specialty Tester	21.635 E	22.070 E	22.510 E
9	Laboratory Technician	21.450 E	21.880 E	22.320 E
9	Paper Tester	21.450 E	21.880 E	22.320 E
8	Laboratory Sample Clerk	21.260 E	21.685 E	22.120 E
7	Pulp Machine Tester	21.085 E	21.505 E	21.935 E
6	Kraft Pulp Tester	20.895 E	21.315 E	21.740 E
6	Beater Technician	20.895 E	21.315 E	21.740 E
3	Groundwood Pulp Tester	20.355 E	20.760 E	21.175 E
1	Project Technician	20.005 T	20.405 T	20.815 T

May 1, 2000	May 1, 2001	May 1, 2002
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**TECHNICAL DEPARTMENT**

18	Paper Technician	24.570 E	25.060 E	25.560 E
13	Pulp Mill Technician	23.565 E	24.035 E	24.515 E
11	Process Technician	23.175 E	23.640 E	24.115 E
10	Environmental Technician	22.960 E	23.420 E	23.890 E
10	Kraft Specialty Tester	22.960 E	23.420 E	23.890 E
9	Laboratory Technician	22.765 E	23.220 E	23.685 E
9	Paper Tester	22.765 E	23.220 E	23.685 E
8	Laboratory Sample Clerk	22.560 E	23.010 E	23.470 E
7	Pulp Machine Tester	22.375 E	22.825 E	23.280 E
6	Kraft Pulp Tester	22.175 E	22.620 E	23.070 E
6	Beater Technician	22.175 E	22.620 E	23.070 E
3	Groundwood Pulp Tester	21.600 E	22.030 E	22.470 E
1	Project Technician	21.230 T	21.655 T	22.090 T

**JOB EVALUATION PLAN  
CONVERSION TABLE BY STEPS**

STEP	May 1 1997	May 1 1998	May 1 1999	May 1 2000	May 1 2001	May 1 2002
Base	19.855	20.250	20.655	21.070	21.490	21.920
1/2	19.920	20.320	20.725	21.140	21.565	21.995
1	20.005	20.405	20.815	21.230	21.655	22.090
2	20.185	20.590	21.000	21.420	21.850	22.285
3	20.355	20.760	21.175	21.600	22.030	22.470
4	20.525	20.935	21.355	21.780	22.215	22.660
5	20.705	21.120	21.540	21.970	22.410	22.860
6	20.895	21.315	21.740	22.175	22.620	23.070
7	21.085	21.505	21.935	22.375	22.825	23.280
8	21.260	21.685	22.120	22.560	23.010	23.470
9	21.450	21.880	22.320	22.765	23.220	23.685
10	21.635	22.070	22.510	22.960	23.420	23.890
11	21.840	22.275	22.720	23.175	23.640	24.115
12	22.025	22.465	22.915	23.375	23.845	24.320
13	22.205	22.650	23.105	23.565	24.035	24.515
14	22.405	22.855	23.310	23.775	24.250	24.735
15	22.590	23.040	23.500	23.970	24.450	24.940
16	22.775	23.230	23.695	24.170	24.655	25.150
17	22.955	23.415	23.885	24.365	24.850	25.345
18	23.155	23.620	24.090	24.570	25.060	25.560
19	23.335	23.800	24.275	24.760	25.255	25.760
20	23.520	23.990	24.470	24.960	25.460	25.970
21	23.715	24.190	24.675	25.170	25.675	26.190
22	23.900	24.380	24.870	25.365	25.870	26.385
23	24.080	24.560	25.050	25.550	26.060	26.580
24	24.275	24.760	25.255	25.760	26.275	26.800
25	24.470	24.960	25.460	25.970	26.490	27.020
26	24.655	25.150	25.655	26.170	26.695	27.230
27	24.840	25.335	25.840	26.355	26.880	27.420
28	25.025	25.525	26.035	26.555	27.085	27.625
29	25.215	25.720	26.235	26.760	27.295	27.840
30	25.410	25.920	26.440	26.970	27.510	28.060
31	25.595	26.105	26.625	27.160	27.705	28.260
32	25.785	26.300	26.825	27.360	27.905	28.465
33	25.975	26.495	27.025	27.565	28.115	28.675
34	26.160	26.685	27.220	27.765	28.320	28.885
35	26.345	26.870	27.405	27.955	28.515	29.085
36	26.545	27.075	27.615	28.165	28.730	29.305
37	26.720	27.255	27.800	28.355	28.920	29.500
38	26.900	27.440	27.990	28.550	29.120	29.700
39	27.100	27.640	28.195	28.760	29.335	29.920



STEP	May 1 1997	May 1 1998	May 1 1999	May 1 2000	May 1 2001	May 1 2002
40	27.290	27.835	28.390	28.960	29.540	30.130
41	27.475	28.025	28.585	29.155	29.740	30.335
42	27.665	28.220	28.785	29.360	29.945	30.545
43	27.850	28.405	28.975	29.555	30.145	30.750
44	28.040	28.600	29.170	29.755	30.350	30.955
45	28.230	28.795	29.370	29.955	30.555	31.165
46	28.425	28.995	29.575	30.165	30.770	31.385
47	28.600	29.170	29.755	30.350	30.955	31.575
48	28.795	29.370	29.955	30.555	31.165	31.790
49	28.980	29.560	30.150	30.755	31.370	31.995
50	29.165	29.750	30.345	30.950	31.570	32.200
51	29.360	29.945	30.545	31.155	31.780	32.415
52	29.535	30.125	30.730	31.345	31.970	32.610
53	29.725	30.320	30.925	31.545	32.175	32.820
54	29.920	30.520	31.130	31.755	32.390	33.040
55	30.105	30.705	31.320	31.945	32.585	33.235
56	30.295	30.900	31.520	32.150	32.795	33.450
57	30.480	31.090	31.710	32.345	32.990	33.650
58	30.660	31.275	31.900	32.540	33.190	33.855
59	30.850	31.465	32.095	32.735	33.390	34.060
60	31.050	31.670	32.305	32.950	33.610	34.280
61	31.240	31.865	32.500	33.150	33.815	34.490
62	31.420	32.050	32.690	33.345	34.010	34.690
63	31.605	32.235	32.880	33.540	34.210	34.895
64	31.800	32.435	33.085	33.745	34.420	35.110
65	31.980	32.620	33.270	33.935	34.615	35.305

**Workplace Flexibility Adjustments**

One of the following premiums will be added to each employee's rate of pay for all hours worked. It will be included in the calculation of overtime rates, vacation pay, pension contributions, and any other payments or benefits that are based on the employee's rate of pay.

	Apr 20/98	May 1/98	May 1/99	May 1/00	May 1/01	May 1/02
<b>All Journeypersons</b>						
Ratification Premium	0.450	0.460	0.470	0.480	0.490	0.500
- After Module 1	0.700	0.715	0.730	0.745	0.760	0.775
- After Module 2	0.950	0.970	0.990	1.010	1.030	1.050
<b>5th Year Apprentice</b>						
Ratification Premium	0.450	0.460	0.470	0.480	0.490	0.500
- After Module 1	0.700	0.715	0.730	0.745	0.760	0.775
- After Module 2	0.950	0.970	0.990	1.010	1.030	1.050
<b>4th Year Apprentice ("B" Mechanic)</b>						
Ratification Premium	0.420	0.430	0.440	0.450	0.460	0.470
- After Module 1	0.670	0.685	0.700	0.715	0.730	0.745
- After Module 2	0.920	0.940	0.960	0.980	1.000	1.020
<b>3rd Year Apprentice ("C+" Mechanic)</b>						
Ratification Premium	0.330	0.335	0.340	0.345	0.350	0.355
- After Module 1	0.580	0.590	0.600	0.610	0.620	0.630
- After Module 2	0.830	0.845	0.860	0.875	0.890	0.910
<b>2nd Year Apprentice ("C" Mechanic)</b>						
Ratification Premium	0.235	0.240	0.245	0.250	0.255	0.260
- After Module 1	0.485	0.495	0.505	0.515	0.525	0.535
- After Module 2	0.735	0.750	0.765	0.780	0.795	0.810
<b>1st Year Apprentice ("D" Mechanic)</b>						
Ratification Premium	0.225	0.230	0.235	0.240	0.245	0.250
- After Module 1	0.475	0.485	0.495	0.505	0.515	0.525
- After Module 2	0.725	0.740	0.755	0.770	0.785	0.800
<b>Operations Employees</b>						
Ratification Premium	0.200	0.205	0.210	0.215	0.220	0.225
- After Module 1	0.400	0.410	0.420	0.430	0.440	0.450

**EXHIBIT "B"**

**JOB EVALUATION PLAN**

**1. The Job Evaluation Plan**

The Job Evaluation Plan is a plan developed for the purpose of uniformly evaluating and appraising jobs according to the skill, working conditions and responsibility factors required by and contained in each job, thereby resulting in the establishment of a uniform method of wage rate determination.

**2. The Scope and Limitations of the Plan**

(a) The Job Evaluation Plan shall not be applied to the following job fields covered by Exhibit "A" of the Labour Agreement:

- (i) Mechanical Trades (See Exhibit "1" attached for definition).
- (ii) Longshoring.
- (iii) Saw Filers and Saw Fitters.
- (iv) Jobs on Newsprint Machines.

(b) Except as provided in Section 2(a) above, all jobs covered by the Labour Agreement shall be considered eligible for evaluation when presented in the manner prescribed herein to the Joint Job Evaluation Board hereinafter provided for.

**3. Administration and Procedure**

**(a) Job Evaluation Directors**

(i) The Job Evaluation Directors shall be composed of one (1) representative of the Communication Energy and Paperworkers Union and one (1) representative of Pulp and Paper Industrial Relations Forum.

(ii) It shall be the duty of the Job Evaluation Directors:

- a) to direct and supervise the functioning of the Job Evaluation Plan in accordance with the policies and procedures adopted by the parties to the Agreement through an Administrative Committee comprised of the Job Evaluation Directors, 3 designated representatives from the Local Unions and 3 designated representatives of the companies using the plan.

b) to receive reports from Plant Evaluation Committees and to recommend improvements where necessary in the procedure of the Committees.

c) to review cases of evaluation upon request of either Union or Company members of the Plant Evaluation Committees.

d) to review the general operation of the Joint Job Evaluation Board as to methods, factors, procedures, delays, and to order such reviews or surveys of job fields as necessary. It shall also be the duty of the Job Evaluation Directors to adjudicate any disagreement which might arise in the functioning of the Plan,

e) to direct the Joint Job Evaluation Board as to changes in methods which do not constitute basic changes. The Directors shall neither negotiate rates nor exercise any of the collective bargaining functions of the parties to the Agreement.

f) to recommend improvements in the Job Evaluation Plan to Administrative Committee for consideration. Only in the Administrative Committee is vested the power to amend, add to, or subtract from, the Plan.

g) when the Directors are unable to resolve, within sixty (60) days, matters referred to them under (c) or (d) above, the matter may be referred by either Director or the Union or Company members of the Plant Evaluation Committees to the Independent Review Officer as provided for under paragraph 3(d) below.

(b) **Joint Job Evaluation Board**

(i) The Joint Job Evaluation Board shall consist of one (1) representative of the National Union and one (1) representative of Pulp and Paper Industrial Relations Forum.

(ii) It shall be the duty of the Joint Job Evaluation Board to evaluate and set the rate for any job presented for evaluation in accordance with this Plan. It shall also be the duty of the Board to develop, revise and maintain in an up-to-date manner the tables necessary to the functioning of the Job Evaluation Plan. All decisions of

the Joint Job Evaluation Board must be agreed to by both members of the Board before becoming official.

(c) **Plant Evaluation Committee**

(i) The Mill Manager and the Union shall create a Plant Evaluation Committee which shall consist of not less than two (2) nor more than three (3) members representing the Union involved and not less than two (2) nor more than three (3) members representing the Company.

(ii) It shall be the duty of the Plant Evaluation Committee

a) to act upon all requests for job evaluation, within the scope and limitations of the Plan as stipulated in Section 2 above, which may arise if, in their opinion, such evaluation would result in a rate change. Any decision to submit a job to the Joint Job Evaluation Board for evaluation must be unanimously agreed upon by all members of the Plant Evaluation Committee representing both the Company and the Union.

b) to make investigations of jobs to be submitted for evaluation, prepare job descriptions, arrange schedule of interviews required, determine and arrange for the attendance of those job representatives who desire to be present at the explanation of the evaluation computations, as provided in Section 4(d) and to assist in pointing out factual and pertinent information relative to the job to the Joint Job Evaluation Board at the time of evaluation.

c) to make a written report to the Job Evaluation Directors of the jobs on which the Union and the Company members of the Committee have been unable to agree as to whether an evaluation should be made, with a statement of the facts on which the disagreement was based.

(iii) Either the Union or the Company members of the Plant Evaluation Committee may request a review by the Job Evaluation Directors of any case of evaluation where, in their opinion, proper application of the job evaluation standards has not been accomplished.

(d) **Independent Review Officer**

(i) The Communication, Energy and Paperworkers Union and the Pulp and Paper Industrial Relations Forum shall appoint an Independent Review Officer for the term of the Collective Agreement

(ii) The Independent Review Officer shall neither be an employee of the Union, Company, nor their agencies.

(iii) The Independent Review Officer shall have the authority to render decisions on matters that have been referred to him/her which are appropriate under the Plan.

(iv) The Pulp and Paper Industrial Relations Forum and the Communication Energy and Paperworkers Union shall each pay one-half of the fees and expenses of the Independent Review Officer incurred in the adjudication of disputes.

**4. General Policies**

(a) The evaluated job rate arrived at through official evaluation by the Joint Job Evaluation Board will be final and binding upon both parties to the Labour Agreement unless review has been requested as provided in Section 3(a)(ii)(c) or 3(a)(ii)(g). In case of such review the decision of the Job Evaluation Directors or, where appropriate the Independent Review Officer shall be final and binding upon both parties. Where a number of appeals indicate a problem within a job field, the Directors shall refer such problems to the Administrative Committee for final determination,

(b) Where an official evaluation indicates an upward adjustment in the rate for a job the adjustment will be retroactive to the date agreed upon by the Plant Evaluation Committee which is entered on, and a part of, the application for evaluation provided for in Section 3(c)(ii)(a) setting forth the duties of the Plant Evaluation Committee.

(c) Where a new job has been created, the Plant Evaluation Committee of the mill will make application to the Joint Job Evaluation Board for a temporary rate for the new job. An evaluated rate will be established by the Job Evaluation Board before a period of twelve (12) months has expired following the start of the new job except in those cases where a specific request is made by the Plant Evaluation Committee to the Job Evaluation Directors to retain the temporary rate beyond twelve (12) months, and the request is approved by the Directors. It will be the duty of the Plant Evaluation Committee to agree on a date on which the

job became sufficiently stabilized to permit evaluation, and any increase resulting from the evaluated rate will be paid retroactively to the agreed-upon start-up date of the new equipment or the commencement of the job.

(d) The Joint Job Evaluation Board will complete its evaluation of all jobs at the mill. The Joint Job Evaluation Board will explain in detail the evaluation computations to the Plant Evaluation Committee and to those job representatives present, before leaving the mill. In those cases where it is not possible to complete the evaluation at the mill, the Joint Job Evaluation Board will return to the mill and explain the evaluation computations before making the results official.

(e) The Joint Job Evaluation Board shall furnish to the Plant Evaluation Committee a copy of the job description and evaluation computation forms pertaining to jobs that have been evaluated. Copies of the forms furnished are to be retained in the files at a suitable place, and will be open to members of the Plant Evaluation Committee for study or review.

**NOTE:** It is understood that the Plant Evaluation Committee files referred to in this sub-section are to be available at all times to the members of that Committee for study and review. It will be left to the Plant Evaluation Committee to determine the most suitable place in which to locate these files.

(f) Members of the Plant Evaluation Committee or other employees in the mill who are relieved from their jobs during working hours to assist in carrying out the functions of the Job Evaluation Plan or to receive training therein will be paid by the Company at their regular job rates for the time lost during their regular shifts, thereby preventing any loss in regular income. Time put in on evaluation work outside the employee's regular shift will not be paid for by the Company.

(g) When a survey or Job Field Study is authorized by the Directors, a projected completion date will be established. The completion date will also be used as a guide in determining the date for implementation of changes that result from the study.

(h) A Local Union may opt out of the Job Evaluation Plan during the thirty (30) days following ratification of the Memorandum for renewal of the Agreement. The effective date of any opting out will be the last day of the expiring Agreement.

**EXHIBIT "1" - DEFINITION OF MECHANICAL TRADES**

Any employee whose work is primarily in any one or more than one of the trades listed hereunder shall be classed as a "MECHANIC".

Machinists	Tinsmiths and Sheet Metal Workers
Millwrights	Automotive Mechanics
Carpenters	Masons
Electricians	Roll Grinders
Pipefitters	Instrument Mechanics
Welders	Pattern Makers
Painters	Heat & Frost Insulators
Blacksmiths	Refrigeration Mechanics



**EXHIBIT "C"**  
**WELFARE PLAN**

This Exhibit "C" sets forth the respective coverages, benefits, rights and obligations of the Company and its employees under the Welfare Plan established pursuant to Article XIX of this Agreement.

1. **Compliance**

(a) The Company will comply with the terms and conditions set forth in this Exhibit "C", and provide the coverages required therein.

(b) The coverages shall be subject to the limitations in the contracts of the selected carrier or carriers.

2. **Coverages and Benefits**

(a) **Group Term Life Insurance**

The Welfare Plan will include Group Term Life Insurance in accordance with the following Table of Hourly Job Rate Brackets and corresponding coverages. Benefits will be payable as a result of death from any cause on a twenty-four (24) hour coverage basis.

(b) **Accidental Death or Dismemberment Insurance**

In addition to the above Group Term Life Insurance coverage the Welfare Plan will include Accidental Death Insurance as outlined in the Table on a twenty-four (24) hour coverage basis.

Dismemberment and paralysis insurance benefits of the Welfare Plan will be in accordance with the schedules offered by the particular carrier involved, such coverage to be on a twenty-four (24) hour basis.

(c) **Non-occupational Accident and Sickness Insurance**

The Welfare Plan will include Non-occupational Accident and Sickness Insurance in accordance with the Table. Weekly Indemnity benefits will be payable beginning with the first day of disability caused by non-occupational accident and beginning with the fourth day of disability caused by non-occupational sickness, except that in those cases of non-occupational sickness, which result in the claimant being hospitalized as a bed patient, and in those cases where surgery is performed which necessitates loss of

time from work, the said Weekly Indemnity benefits will be payable beginning with the first day of sickness. Benefits will be payable for a maximum of fifty-two (52) weeks during any one period of disability.

Only one (1) waiting period will be required for serious illnesses which require kidney dialysis, chemotherapy, radiation or other similar recurring treatments. This will provide benefits, after the initial waiting period, for any subsequent lost time.

Benefit payment will not be made beyond age 65 and in all cases, will cease on recovery. Where the employee recovers an amount from a liable third party for loss of income as a result of the same accident or illness, they must reimburse the Plan once they receive 100% of their loss. One hundred percent (100%) of their loss includes gross wages lost.

The premium structure for coverage of an employee over the age of 64 will be as follows:

First three months	75% of Normal Premium
Second three months	50% of Normal Premium
Third three months	25% of Normal Premium
Last three months	No Premium

(d) **Medical-Surgical Coverage**

The Welfare Plan will include Medical-Surgical coverage as required by the B.C. Medical Commission. An Extended Health Benefit Plan with coverage as per the M.S.A. Pulp and Paper Industry brochure dated July 1, 1981, including Vision Care coverage for employees and eligible dependants will also form part of this Agreement.

Effective July 1, 1984, the co-insurance rate for hospitalization will be incorporated into the Extended Health Benefit coverage to a maximum of \$8.50 per day.

(e) **Dental Care Plan**

The Welfare Plan will include a Dental Care Plan which will reimburse members for expenses incurred in respect of the coverages summarized in Appendix "I". The Plan will not duplicate benefits provided now or which may be provided in the future by any government program.

(f) **Long Term Disability Plan**

The Welfare Plan will include a Long Term Disability

Plan summarized in Appendix "2".

(g) **Table of Hourly Job Rate Brackets and Corresponding Coverages**

	<u>Group Term Life</u>	<u>AD&amp;D</u>
May 1, 1997	\$ 68,000.00	\$ 68,000.00
May 1, 1998	\$ 71,000.00	\$ 71,000.00
May 1, 1999	\$ 74,000.00	\$ 74,000.00
May 1, 2000	\$ 76,000.00	\$ 76,000.00
May 1, 2001	\$ 78,000.00	\$ 78,000.00
May 1, 2002	\$ 80,000.00	\$ 80,000.00

<u>Hourly Job Rate*</u>	<u>Non-Occupational Weekly Accident &amp; Sickness Insurance</u>
19.75 but less than 20.00	505
20.00 but less than 20.25	510
20.25 but less than 20.50	515
20.50 but less than 20.75	520
20.75 but less than 21.00	525
21.00 but less than 21.25	530
21.25 but less than 21.50	535
21.50 but less than 21.75	540
21.75 but less than 22.00	545
22.00 but less than 22.25	550
22.25 but less than 22.50	555
22.50 but less than 22.75	560
22.75 but less than 23.00	565
23.00 but less than 23.25	570
23.25 but less than 23.50	575
23.50 but less than 23.75	580
23.75 or over	585
<u>Effective May 1, 1998</u>	
23.75 but less than 24.00	585
24.00 or over	590
<u>Effective May 1, 1999</u>	
24.00 but less than 24.25	590
24.25 or over	595
<u>Effective May 1, 2000</u>	
24.25 but less than 24.50	595
24.50 but less than 24.75	600
24.75 or over	605

<u>Effective May 1, 2001</u>	
24.75 but less than 25.00	605
25.00 but less than 25.25	610
25.25 or over	615

<u>Effective May 1, 2002</u>	
25.25 but less than 25.50	615
25.50 but less than 25.75	620
25.75 or over	625

\* **Note:** Each of the hourly job rates in the above table is defined as the straight time rate of the employee's regular job, exclusive of all premiums and fringes.

(h) The Welfare Plan will include an Out-of-Province Travel Plan, as follows:

"When in the opinion of the attending physician and attending specialist a medical procedure is required that is not available in B.C., and is one for which the Medical Services Plan of B.C. will accept financial responsibility, the cost of travel and accommodation to the limits specified below will be paid for by the Plan. Where the attending physician specifies that an attendant is required, the travel and accommodation expenses for such person will be paid to the limit specified. The maximum limit under any one claim will be the return economy airfare or equivalent for patient and attendant, plus accommodation expenses up to a maximum of \$1,500. Receipts will be required and forwarded on the claim form prescribed by the Carrier."

This benefit will not stack on top of or duplicate existing provisions under local Medical Travel Benefit or government plans.

**3. Waiting Period**

All full-time employees who are actively working and have completed thirty (30) days service shall be enrolled for the coverages and benefits set forth in this Exhibit as a condition of employment.

**4. Joint Welfare Board**

A Joint Welfare Board shall be established comprised of three (3) members appointed by the National Union and three (3) members appointed by the Pulp and Paper Industrial Relations Forum. The function of the Board will be to review the operations of the Plan. It will formulate and review uniform statistical reports to be supplied by the Company for the purpose of ensuring

compliance with Exhibit "C". The Company agrees to furnish to the Board such statistical reports as the Board may require.

**5. Union Welfare Committee - Management Welfare Committee**

The Union Welfare Committee shall be appointed and shall meet with a Management Welfare Committee with respect to questions which may arise concerning the operations of the Welfare Plan. The Union Welfare Committee shall consist of not less than two (2) and not more than three (3) members, it being agreed such committee members shall be selected by the Union from participating employees who are working in the mill at the time of appointment to and while serving on such Committee. The Company shall appoint a Management Welfare Committee consisting of not less than two (2) members and not more than the aggregate number of members of the Union Welfare Committee.

**6. Changes in Classification**

The regular wage rate of the employee in effect on July 1 and January 1 will determine his/her entitlement to Group Life and Accidental Death and Dismemberment and Weekly Indemnity coverages as outlined in the schedule contained in Exhibit "C". Where an employee's regular duties consist of more than one job, his/her regular rate shall be deemed to be the average of the rates applicable to such jobs.

**7. COSTS**

Net costs of the coverages and benefits made available to participating employees under the Welfare Plan will be shared between the Company and the said employees in accordance with the following:

Group Term Life Insurance, Accidental Death or Dismemberment Insurance, Medical-Surgical Coverage, Extended Health Benefit and Dental Plan

Company	100%
Employee	Nil

Nonoccupational Accident and Sickness Insurance, Long Term Disability Plan

Company	70%
Employee	30%

The Weekly Indemnity/Long Term Disability Plan will assume all costs for completion of forms required by the carrier. It is agreed that the cost for completion of forms will not exceed \$25.00 for each form.

**8. Reporting Period**

The report shall cover the twelve (12) month period ending November 30. Such reports will be submitted to the Joint Welfare Board not later than March 1 of each year. The Board shall distribute copies of the reports to the Local Union concerned.

**9. Changes in Premiums and Employee Contribution**

It is understood that any change in respect of either the premium rate charged by the carrier or the basis of the employer-employee sharing thereof may only be made effective as of July 1 in any year.

**10. Distribution of Surplus**

It is understood that surplus accumulations, if any, will be used only for the purpose of reducing premium costs.

Surplus accumulations must be disposed of within reasonable time limits. Questions in this respect will be referred to the Joint Welfare Board for decision.

**11. Disputes**

No dispute arising out of the operation, administration or interpretation of any coverage contract between the Company and the carrier shall be subject to the Adjustment of Complaints procedure of the Labour Agreement. Any such dispute shall be adjudicated under the terms of such coverage contract.

The parties agree to examine comparable methods of dispute resolution under the Plan. If the parties cannot resolve this matter within 90 days of ratification, then Vince Ready will be given the authority to arbitrate the provision.

**12. Disputed Workers' Compensation Board Weekly Indemnity Claims**

If an employee covered by the Welfare Plan suffers a disability, payment for which is in dispute with the Workers' Compensation Board, Weekly Indemnity payments under the Welfare Plan will be paid retroactively as set forth in this Exhibit if requested by the employee and provided he/she has been off

work for at least two (2) weeks due to the disability without the Workers' Compensation Board having accepted the claim.

If the Workers' Compensation Board claim is subsequently established the employee will then repay the weekly disability payment received to the appropriate fund or insurance company.

**13. Change in Benefits**

In the case of an employee who is on active claim arising from a disability which occurred before a negotiated change in benefits and which continues thereafter, the said employee shall, as from the effective date of the negotiated change, be paid the changed Weekly Indemnity benefit, be covered for the changed Group Term Life Insurance and Accidental Death and Dismemberment Insurance, and make the changed contributions.

**14. Coverage During Leave of Absence**

The following coverage will be provided up to a total of three (3) months in any one calendar year:

(a) The Welfare Plan for employees on authorized leave of absence on Local Union business.

(b) Group Term Life Insurance, Accidental Death and Dismemberment Insurance, and Medical-Surgical coverage for employees on authorized leave of absence for extended vacation purposes.

**15. Surviving Spouse and Dependent Coverage**

Where a surviving spouse and dependants of a deceased employee are not covered by such plans by reason of their own employment, the Company will extend the coverage under Medical-Surgical Plan, the Extended Health Benefit Plan and the Dental Plan for a period of six (6) months, commencing on the first of the month following the month in which the death occurs.

**APPENDIX "1"**

**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 three (3) year period)

(ii) **Preventive 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  
procedures 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 reline fixed  
or removable appliances.

(vi) **Endodontics**

All necessary procedures required for pulpal therapy and  
root canal filling.

(vii) **Periodontics**

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

(viii) **Prosthetic Appliances and Crown and Bridge  
Procedures**

- (a) Crowns and bridges.
- (b) Partial and/or complete dentures, but not 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.

The maximum lifetime benefit is \$2,500 per person for all services provided by an Orthodontist (\$3,000 effective May 1, 1998 and \$3,500 effective May 1, 2000).

**B. Co-Insurance**

In respect of Benefits (i) to (vii), the Plan will provide reimbursement of 80% of eligible expenses (85% effective May 1, 1998 and 90% effective May 1, 2000).

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

**ELK FALLS PULP AND PAPER LONG TERM  
DISABILITY PLAN SUMMARY**

**1. Eligibility**

- (a) All hourly employees who are working full time for full pay will be eligible for coverage. Minimum hours worked must be no less than thirty (30) per week.
- (b) Coverage will commence after thirty (30) days of service.
- (c) Employees must be actively at work, full-time and for full pay on the date coverage commences.

**2. Level of Benefits**

50% of regular weekly earnings calculated at forty (40) times the disabled employee's hourly straight time job rate at the date of onset of disability plus any negotiated increases to that hourly straight time job rate which would take place during the elimination period.

Effective May 1, 1997 an employee who is under 60 years of age and has previously reached his/her 5 year anniversary on long term disability, will have his/her future disability benefit recalculated using the greater of his/her existing long term disability benefit or a recalculation using the base rate effective on May 1, 1997.

An employee who reaches a subsequent 5 year anniversary (i.e. 10 years, 15 years, 20 years, etc.) on long term disability and is under 60 years of age will have his/her future disability benefit recalculated using the greater of his/her existing long term disability benefit or a recalculation using the base rate effective on the date of that 10th anniversary.

The recalculated weekly benefit when combined with all other disability income to which the disabled employee is receiving will not exceed 70% of 40 hours multiplied by the base rate in effect at the time of recalculation.

**3. Elimination Period**

Benefits commence after the employee has been totally and continuously disabled for fifty-two (52) weeks or has exhausted his/her weekly indemnity benefits whichever occurs last.

**4. L.T.D. Benefit Payments**

(a) There will be a minimum of sixty (60) months of benefit payment for persons with sixty (60) or less months of service.

(b) Additional benefits will be paid on the basis of one (1) month for each two (2) months of continuous service beyond the sixty (60) months service with the Company up to the date of onset of disability.

(c) For those who are either on W.I. or L.T.D. effective July 1, 1988, and continue to be disabled, benefits will be paid to age sixty (60) as a minimum if the employee does not have sufficient service to carry him/her further under (b) above. At the point that he/she runs out of L.T.D. benefit, he/she can elect to either retire early or go on disability pension benefit until age sixty-five (65), at which time he/she will retire.

(d) For new claims that commence after July 1, 1988, benefits will be paid to age sixty (60) as a minimum if the employee does not have sufficient service to carry him/her further under (b) above. At the point when he/she runs out of L.T.D. benefit, he/she will retire.

Benefit payment will not be paid beyond age sixty-five (65) and in all cases, will cease on recovery.

**5. Definition of Total Disability**

(a) The disabled employee's inability to perform the duties of his/her own occupation for the first eighteen (18) months of L.T.D. disability payments and thereafter his/her inability to perform the duties of any occupation for which he/she is qualified by education, training or experience.

(b) During a period of disability the disabled employee must be under the regular care and attention of a medical doctor, or in cases of disability arising from a mental or nervous condition, a psychiatrist.

**6. Integration with Other Disability Income**

(a) The benefit from this plan combined with all other disability income to which the disabled employee is entitled will not exceed 70% of the employee's basic wage at date of disability.

All other disability income will include: C.P.P./Q.P.P. primary disability pension benefits, Workers' Compensation, disability income from a group or association plan, disability

income arising out of any law or legislation, and wage continuation or pension plan of any employer including the Pulp and Paper Industry Pension Plan. Private or individual disability plan benefits of the disabled employee will not reduce the benefit from this plan.

In the event that all other disability income reduces the payment from this plan below \$25.00 per month, this plan will nevertheless pay a minimum of \$25.00 per month from the date disability income commences.

(b) Increases in C.P.P./Q.P.P. disability pensions or Workers' Compensation disability pensions that result from increases in the Canadian Consumer Price Index and which occur after the date disability payments from this plan commence will not further reduce the benefits from this plan.

#### **7. Rehabilitative Employment**

(a) During a period of total disability under this plan, a disabled employee may engage in rehabilitative employment in which case the benefit from this plan will be reduced by 50% of the employee's rehabilitative employment income that exceeds \$50 per month. The benefit from this plan will be further reduced by the amount that remuneration from rehabilitative employment plus the benefit from the L.T.D. plan exceeds 75% of the employee's basic wage at date of disability.

(b) Rehabilitative employment shall mean any occupation or employment for wage or profit or any course or training that entitles the disabled employee to an allowance, provided such rehabilitative employment has the approval of the employee, and his/her doctor in consultation with the underwriter of the L.T.D. plan.

(c) Rehabilitative employment will be deemed to continue until such time as the employee's earnings from rehabilitative employment exceed 75% of his/her straight time earnings at date of disability but in no event for more than twenty-four (24) months from the date rehabilitative employment commences.

#### **8. Exclusions**

Disabilities resulting from the following are not covered:

- (a) War, insurrection, rebellion or service in the armed forces of any country.
- (b) Participation in a riot or civil commotion.
- (c) Intentionally self-inflicted injuries.

- (d) Pregnancy, childbirth, miscarriage or abortion, Severe complications following termination of pregnancy will however be covered.

**9. Pre-Existing Conditions**

A disability that results from an accident, illness, mental or nervous disorder for which the employee received treatment or medical supplies within the ninety (90) day period prior to joining the plan will not be covered unless the employee has completed twelve (12) consecutive months of employment during which he/she was not absent from work from the aforementioned accident, sickness or mental disorder.

**10. Successive Disabilities**

A subsequent disability that is related to a previous disability and occurs within six (6) months of an employee's return to work will be considered a continuation of the previous L.T.D. disability and the employee will not be eligible for weekly indemnity benefits. The employee under these circumstances will be eligible to receive benefits without the necessity of completing another elimination period.

**11. Terminations**

Coverage will cease:

- (a) On termination of employment.
- (b) On a date fifty-two (52) weeks prior to an employee's 65th birth date.
- (c) On the date leave of absence commences except as provided for in the Collective Agreement.
- (d) On the date an employee is laid off except when an employee has requested continuation of coverage in accordance with section 6 of Article XXI of the Agreement, in which case coverage under the plan will continue only for the periods specified in the aforementioned sections of the Agreement. In the event an employee becomes totally disabled while covered by this plan under this provision, the elimination period will **commence** on the date such an employee is scheduled to return to active full-time employment.

Employees who have sufficient seniority and who request continuation of coverage under this plan during a period of lay off will be required to pay their portion of the plan premium.

## 12. Contribution Waiver

Contributions are to be waived when an employee is in receipt of L.T.D. payments.

### CONDITIONS FOR IMPLEMENTING THE PLAN

- (1) The Long Term Disability Plan is payment in kind of the employee's share of the reduction in the Unemployment Insurance Premium resulting from the qualification of the Weekly Indemnity Plan under the Unemployment Insurance Regulations. The full U.I.C. premium reduction including the employee 5/12th's share will be retained by the employer.
- (2) When an employee becomes totally disabled under this plan he or she will be paid any outstanding entitlement with respect to vacations, supplementary vacations, statutory holidays, special (personal) floating holidays, and any half-time portion of banked overtime.
- (3) Upon commencement of L.T.D. benefits all terms and conditions of the Collective Agreement will become inoperative except where provided for in Article 4 (b), (c) and (d) below.
  - (a) Negotiated wage increases will apply as per Article 2 of the Plan Summary but subsequent increases in plan benefits will not affect employees on L.T.D. benefits.
  - (b) Employees in receipt of L.T.D. benefits from this plan will continue to accrue credit under the Pulp and Paper Industry Pension Plan provided such employees are not in receipt of a disability pension under the Pulp and Paper Industry Pension Plan.
  - (c) Employees in receipt of disability payments from this plan will continue to be covered under his/her employer's medical, extended health and dental plans. Coverage under the employer's group life and A.D. & D. plans will also continue in accordance with the conditions of those plans.
  - (d) An employee returning to work from an L.T.D. claim will return to a job his/her seniority, qualifications and ability to perform the work properly entitle him/her to.
  - (e) Active claims as referred to in Section 14 of Exhibit "C" of the Labour Agreement will be defined as that period of time during which an employee is in receipt of weekly indemnity payments only.

**EXHIBIT "D"**

**APPRENTICESHIP TRAINING PROGRAM**

1. The purpose of the Program is to provide tradesmen of the highest calibre.
2. The Apprenticeship Training Program will cover the trade where applicable for the mills concerned, as set forth below:

Electrician	Mason
Machinist	Automotive Mechanic
Pipefitter	Instrument Mechanic
Carpenter	Sheet Metal Worker
Welder	Millwright
Painter	Moulder
Pattern Maker	Refrigeration Mechanic
Bricklayer	Heavy Duty Mechanic
	Heat and Frost Insulator

**General Principles**

3. The period of Apprenticeship Training will be as defined by the Apprenticeship Branch for each trade. The Apprentice will receive the Journeyman rate on successful completion of his/her Apprenticeship or after successful completion of four (4) years, whichever happens sooner, only on the understanding that he/she completes his or her full term of training. If the Apprentice refuses to continue his/her training, he/she will be removed from the Program with no standing as a Journeyman in his/her trade.
4. Training syllabus for each trade to be designed to meet the requirements of the particular trade involved.
5. All provisions of the Labour Agreement in effect at the mill shall be applicable to Apprentices in the Program.
6. Apprentices hired with previous training may be placed into the training program at a level determined by the Joint Apprenticeship Committee, with advice from the Apprenticeship Branch.
7. Under the Program, Apprentices will receive rates as per Exhibit "A" of the Labour Agreement.

Progression through the schedule of rates is subject to successful completion of prescribed theoretical training.

practical training and tests. The schedule of rates applies on date of qualification or as otherwise provided for in Item 12.

**Joint Union-Management Apprenticeship Committee**

8. This Committee will be comprised of an equal number of Union and Management representatives not to exceed, in total, three (3) from each group.

The purpose of the Committee will be to develop and supervise the procedures required to carry out the intent of the Program as agreed to. The Committee will also carry out the following duties:

- (a) The Company to establish in-plant training programs to support the training syllabus as developed by the Apprenticeship Branch of the Department of Labour for each trade involved. Supervision of the established Program shall be the responsibility of the Joint Committee.
- (b) Set standards for entry into the Apprenticeship Program that are not inconsistent with the standards recommended by the Apprenticeship Branch.
- (c) Carry out periodic reviews of the training programs at intervals of not more than three (3) months.
- (d) See that the required practical tests are carried out in cooperation with the Apprenticeship Branch.
- (e) Determine the tool requirements by years of training.
- (f) Joint Committee to review any case of lost time from the Program because of sickness, accident, etc. and to determine the amount of additional time necessary before an employee meets his/her requirements of time served.

**Central Advisory Committee**

9. There shall be established a Central Advisory Committee of representatives of Labour and Management, for the purpose of considering policy questions and possible necessary amendments from time to time. This Committee to be composed of equal representation from Labour and Management not to exceed, in total, three (3) from each group.

**Entry to Program-New Apprentices**

10. Selection for entry into the Program of persons who



have no previous training in the trade will be made by the Company provided that the standards for acceptance established by the Joint Union/Management Apprenticeship Committee and the Apprenticeship Branch are applied and that first consideration is given to mill employees.

#### **Schedule of Training for Apprentices**

11. Upon completion of each period of training in an approved Vocational School an Apprentice will be required to pass examinations set by the Apprenticeship Branch. Practical examinations shall be confined to the area of training received. In the event of failure to pass examinations, the Apprentice shall be required to undergo a period of re-training on subject material specified by the Apprenticeship Branch authorities and will be required to be re-examined within twelve (12) months. Failure to pass the second examination will result in a review of his/her position by the Joint Apprenticeship Committee and could result in his/her removal from the Program. Employees who are removed from the Program will be offered an entry job in keeping with their plant seniority.

12. (a) Successful applicants will be assigned to a specific trade as a probationer for a two (2) month period. During the probationary period he/she shall receive the first year apprentice rate.

(b) During each year of Apprenticeship, he/she shall work at the trade and attend Vocational School as required by the regulations pursuant to the Apprenticeship Act.

(c) Upon the successful completion of his/her term of Apprenticeship and receipt of his/her certificate of Apprenticeship, issued by the Provincial Apprenticeship Committee, the Apprentice shall be designated as a certified Journeyman at the regular hourly rate for "A" Mechanics.

(d) If any of the aforementioned work periods are exceeded due to the unavailability of Vocational School facilities, such extra time will be credited to the Apprentice in succeeding training requirements. Also, the Apprentice's rate shall be adjusted retroactively to the commencement of the scheduled year providing he/she successfully passes the examinations. Retroactivity will not apply where re-testing is necessary.

(e) For trades exceeding four (4) years, the following shall be in addition to the above. On successful completion of the fourth period of training at the Vocational School, and

having spent twelve (12) months as a fourth year apprentice, he/she shall be reclassified and paid the fifth year Apprentice rate which is equivalent to the "A" Mechanic rate for the following twelve (12) months. On completion of the final period at the Vocational School the fifth year apprentice shall write his or her final examination set by the Apprenticeship Branch and, upon becoming certified, shall be designated as a certified Journeyman at the regular hourly rate for "A" Mechanics.

13. Wherever reference is made to a year (or twelve (12) months) as an apprentice, it shall mean a period of not less than 1600 hours worked, the said period to include time spent at the Vocational School.

**Cost of Books**

14. The Company will pay 100% of the cost of textbooks specified by the Apprenticeship Branch. The apprentice will keep these books as his/her personal property.

**Allowances and Wage Make-up**

15. While attending an approved Vocational School the Apprentice will receive from the Government, allowances and school expenses in accordance with the Government's schedule of grants pertaining to Apprenticeship Training. In addition, the employee shall receive from the Company, an allowance comprised of the difference between his or her regular straight time rate, based on a forty (40) hour week, and the weekly living allowance granted by the appropriate government authorities. Allowances provided by the employer shall not apply to any periods of retraining as specified in Item 11.

**General**

16. (a) The Company agrees to develop and provide a program of on-the-job training for each trade, which shall include doing jobs of gradually increasing skills consistent with the apprentice's training and ability.

(b) Apprentices will be required to acquire and build a kit of tools progressively throughout the Program, as specified by the Apprenticeship Branch and the Joint Union/Management Apprenticeship Committee.

(c) A category known as "Trade Utility" may be established in the Mechanical Department and complement for such category will be determined at plant level.

Employees in this category will be employed to assist tradesmen and apprentices with labour and similar work but will not be used in a manner that will interfere with the application of the training program (see item 7(iv) of Memorandum of Agreement dated April 20, 1964). Trade Utility rates will be paid in accordance with Exhibit "A".

**Certification of Present "A" and "A+" Tradesmen**

17. Testing of existing "A" and "A+" Mechanics for a certificate of competency shall be at the employee's option. Failure to have obtained a Trade Qualification Certificate shall not prejudice the status of a Journeyman within the Pulp and Paper Industry. Should he/she desire to enter the Program, it will be for the purpose of additional training only, without reduction in rate of pay.

The first time an existing "A" or "A+" Mechanic elects to take the test for a Tradesmen's Qualification Certificate he/she shall receive pay, not to exceed four (4) hours, for time lost from work, if he/she is required to take the test during his/her regular work schedule. The Company will pay the fee cost of this first Tradesmen's Qualification Certification examination.

**EXHIBIT "E"**  
**STEAM PLANT VOCATIONAL LEAVE**

**1. Fourth Class Certificate**

Upon successful completion of the Department of Education Correspondence Course for a Fourth Class Stationary Steam Engineering Certificate, or possessing equivalent qualifications acceptable to the Vocational School authorities, employees shall be granted three (3) weeks leave of absence with pay to attend an approved Vocational School to complete the course and write the examination for the Fourth Class Stationary Steam Engineering Certificate.

During his/her first week at the School the employee will be evaluated by the school authorities to determine his/her knowledge of the subject, and if the evaluation is favourable he/she will continue his/her studies at the school during the two weeks and write the prescribed examination. In the event that the evaluation is not favourable, the school authorities will indicate to the employee those areas where further study is needed and he/she will return to the mill and carry out the recommended home studies. Upon completion of this additional studying, the employee will be granted three (3) weeks leave of absence, two (2) weeks with pay and one (1) without, to return to the Vocational School to complete the course and write the prescribed Fourth Class Certificate examination.

**2. Third Class Certificate**

Upon successful completion of the Department of Education Correspondence Course for a Third Class Stationary Steam Engineering Certificate, or possessing equivalent qualifications acceptable to the Vocational School authorities, employees shall be granted six (6) weeks leave of absence with pay to attend an approved Vocational School to complete the course and write the examination for the Third Class Stationary Steam Engineering Certificate.

During his/her first week at the school the employee will be evaluated by the school authorities to determine his/her knowledge of the subject, and if the evaluation is favourable he/she will continue his/her studies at the school during the following four weeks and write the prescribed examination. In the event that the evaluation is not favourable, the school authorities will indicate to the employee those areas where further study is needed and he/she will return to the mill and carry out the recommended home studies. Upon completion of this additional studying, the employee will be granted five (5)

weeks leave of absence, four (4) weeks with pay and one (1) without, to return to the Vocational School to complete the course and write the prescribed Third Class Certificate examination.

### **3. Second Class Certificate**

Upon successful completion of the Department of Education Correspondence Course for a Second Class Stationary Steam Engineering Certificate, or possessing equivalent qualifications acceptable to the Vocational School authorities, employees shall be granted ten (10) weeks leave of absence with pay, on the basis set forth hereunder, to attend an approved Vocational School to complete the two-part course and write the examination for the Second Class Stationary Steam Engineering Certificate:

- (i) Five (5) weeks leave of absence with pay to complete Part "A" (Mathematics & Physics).
- (ii) Five (5) weeks leave of absence with pay to complete Part "B" (Basic Engineering).

During his/her first week at the school in each of the above mentioned cases (i) and (ii) the employee will be evaluated by the school authorities to determine his/her knowledge of the subject, and if the evaluation is favourable he/she will continue his/her studies at the school during the following four (4) weeks and write the examination prescribed for Part "A" or "B", whichever is applicable. In the event that the evaluation is not favourable, the school authorities will indicate to the employee those areas where further study is needed and he/she will return to the mill and carry out the recommended home studies. Upon completion of this additional studying, the employee will be granted five (5) weeks leave of absence, four (4) weeks with pay and one (1) without, to return to the Vocational School to complete the course and write the examination prescribed for Part "A" or "B", whichever is applicable.

### **4. Basis of Pay**

One (1) week's pay shall be equal to forty (40) hours at the straight time hourly rate of the employee's regular job.

### **5. Additional Leave**

Leaves of absence with pay will be granted to Steam Plant personnel on the basis as set forth in 1, 2 and 3 above. Any further Vocational Training required to pass each respective

certificate shall be at the employee's expense and such additional leave of absence will be granted.

**6. Books**

The Company will pay 100% of the cost of textbooks specified by the Vocational Training School as required for those writing for Stationary Engineering Certificates. The employee will keep these books as his/her personal property.

**7. Examination and Tuition Fees**

The Company will bear the cost of the prescribed Examination and Tuition Fees, if any, required of candidates writing for Stationary Engineering Certificates.

**8. Transportation Allowance**

The Company will grant transportation allowance to Steam Plant personnel attending Vocational School on the same basis that transportation allowance is being granted at the time by the Apprenticeship Branch to apprentices attending an approved Vocational School.

**9. Timing of Leave**

Leaves of Absence will be granted at a time suitable to the Company, bearing in mind the Vocational School curriculum.

**10. Number on Leave**

Normally it will not be possible to grant leave of absence to more than one Steam Plant employee at a time. However, if relief is available this limit may, at the discretion of the Company, be exceeded.

**11. Government Allowances**

If at any time provision is made whereby transportation and/or other allowances are granted by the government to Steam Plant personnel attending an approved Vocational School to write for Stationary Engineering certificates, the provisions set forth above will then be amended to take into account such Government allowances.

**12. Living Out Allowance**

While an employee is attending Vocational School on the basis set forth in 1, 2 and 3 above, the Company will pay a living out allowance which, combined with any Government living out allowance to which he/she may be entitled, is equal to the living out allowance he/she would receive from the appropriate Government authorities as an Apprentice, pursuant to Section 15 of Exhibit "D".

**STATEMENTS OF POLICY**  
**1945 - 1994**  
**B.C. STANDARD LABOUR AGREEMENT**

Taken from the Transcripts of  
Negotiations for Contract Years

1945 - 1952 inclusive

and from Memoranda issued during  
subsequent Wage Conferences

**FOREWORD .....**

During the 1946 Labour Conference it was jointly agreed that the Companies and the Union would each appoint a Committee of two (2) to select from the verbatim transcripts of the 1945-46 and the 1946-47 Joint Conferences "Statements of Policy" which were then to be approved by the International Officers of the Union and by representatives of the Companies and thereafter printed in a booklet to be entitled "Statements of Policy". (See 1946 Transcript, page 80 and page 159). This policy has been re-adopted at subsequent Labour Conferences.

The Statements of Policy contained in this booklet have been reworded for the sake of brevity and clarity, and have been agreed to by both Union and Company representatives. They are intended as a supplemental guide in the interpretation of the contract on the points which they cover.

## STATEMENTS OF POLICY

### Article II - Definitions

(a) **Definition of "Supervision"**. (Memorandum of Agreement dated January 30, 1958)

Employees and employers recognize that supervisors are excluded from the provisions of the B.C. Standard Labour Agreement and accordingly it is improper for supervisors normally to do the kind of work which is done by those defined as employees in the Agreement.

It is also recognized that for the practical and efficient operation of the mills there are occasions when a supervisor must help. Such occasions must be temporary in nature and must not result in the displacement or exclusion of employees under the Agreement.

(b) **Definition of "Engineering"**. (Page 35, 1947 Transcript)

The word "engineering, as used in this section does not refer to steam operating engineers.

### Article V - Standing Committee

**Payment of Representatives on Union Standing Committee.** (Pages 109 - 110, 1950 Transcript)

(i) The general principle to be followed is that no employee's normal earnings shall be reduced by virtue of his attendance at a Standing Committee meeting.

(ii) Employees attending meetings called while they are on duty will be paid for the time in attendance providing a meeting does not extend past the end of a shift.

If it does extend past the end of the shift, no allowance is made for such additional time.

(iii) Employees attending meetings during their time off will not be paid.

(iv) Where it is necessary to relieve an employee attending a meeting, the relief man will be paid at straight time except for any time in excess of eight (8) hours in the day which will be paid for at time and one-half.



(v) The time of the meeting shall be determined by mutual agreement.

**Article VI - Hours of Work**

**(a) Section 2: Overtime**

It is hereby agreed by the Companies party to the B.C. Standard Labour Agreement that:

(i) The hours worked on Sundays and on the recognized paid Statutory Holidays provided for in the above referred to B.C. Standard Labour Agreement will be used in the computation of the forty (40) hour work week.

(ii) The foregoing arrangement applies only to Sunday and recognized paid Statutory Holiday hours and no other hours on which time and one-half has been paid, nor hours paid for Call Time, may be used for the purpose of calculating the forty (40) hour week.

(iii) For the purpose of calculating overtime, the basic forty (40) hour work week shall be reduced by eight (8) hours in any week in which a recognized paid Statutory Holiday occurs. Should more than one (1) recognized paid Statutory Holiday occur in any week, the basic forty (40) hour work week shall that week be reduced by eight (8) hours for each such recognized paid Statutory Holiday. For example, in a week in which one recognized paid Statutory Holiday occurs, overtime will be paid for hours worked in excess of thirty-two (32). Should it happen that two (2) recognized paid Statutory Holidays occur in one (1) week, then overtime will be paid for hours worked in excess of twenty-four (24) that particular week.

The work week shall start at 8:00 a.m. (or at the regular hour of changing shifts nearest to 8:00 a.m.) Sunday.

Those pulp mills which are presently working on a forty-two (42) hour week schedule and which have not yet adopted the so-called "1946 Sunday Letter" shall only adopt the terms set out herein after the implementation of a forty (40) hour per week schedule. There shall be a three (3) months training period in which to prepare personnel necessary to effect the change from a forty-two (42) hour to a forty (40) hour per week schedule.

The foregoing is to be considered as supplementary to Article VI, Section 2 - Overtime, of the B.C. Standard Labour Agreement and supersedes all existing local agreements in respect of the computation of overtime for Sunday and Holiday work.

(b) **Section 2: Overtime (1) Day Workers**

**Clarification of Overtime to Day Workers.** (Page 90, 1949 Transcript)

The employee's designated day off is Tuesday. He is given less than forty-eight (48) hours notice that it is to be changed to Friday. He is then paid as follows:

Sunday	-	8 hours plus 4
Monday	-	8 hours
Tuesday	-	8 hours plus 4
Wednesday	-	8 hours
Thursday	-	8 hours
Friday	-	off
Saturday	-	4 hours

If he is called back at 1 p.m. Saturday to work four (4) hours in the afternoon, is he entitled to time and one-half? The answer is "no" for the reason that the contract stipulates that overtime will only be paid on the one basis. In other words, we cannot pay overtime twice on the same time. However, in the letter of October 18, 1946, Powell River Company Limited and Pacific Mills Limited did agree to include Sunday time and designated holidays time in the forty-four (44) hour week (amended to forty (40) hours 1952-53), even though time and one-half had been paid on it. They did not agree to include any other time on which time and one-half had been paid and there is no intention of broadening it at this time. On this principle, therefore, in the case above, the hours the employee worked on Tuesday, his designated day off, are eliminated from inclusion in the forty-four (44) hour week (amended to 40 hours 1952-53).

**Definition of What Constitutes a Mate at Powell River.** (Page 3 12, 1950 Transcript)

In the case of the Block Loader, there are two men on one side and one on the other. These will be numbered 1, 2 and 3. No. 1 man relieves No. 1; No. 2 relieves No. 2; and No. 3 relieves No. 3.

**Relief of Mates.** (Page 328, 1950 Transcript)

The Company will do everything in its power to relieve

men within twelve (12) hours when these men are working due to the absence of a mate.

**Section 3: Days Off and Schedule of Shifts**

(a) **Scheduling of Days Off.** (Memorandum, 1953 Wage Conference)

The Manufacturers agree that the scheduling of days off shall be on a consecutive basis wherever practicable.

(b) **Sunday Running**

At a meeting held in Vancouver, B.C., on June 15th, 1953, between the representatives of the Powell River Company Limited and those of Local 142 of the United Papermakers and Paperworkers, continuous operation of the paper machines was agreed upon in accordance with an understanding as set out in the Minutes of the said meeting.

**Section 4: Starting and Stopping Work (h) Day Workers Clarification of "Starting".** (Page 260, 1948 Transcript)

When a Day Worker is established on a job that is some distance from his shop he shall be on that job ready to begin work at the time his pay starts and shall not cease work in advance of the time his pay stops. If the worker's time clock is not located close to the route he must travel to his job, he may, at the discretion of the Company, report directly to the job without punching his time card and his foreman shall be responsible for having his time recorded.

**Article IX - Allowance for Failure to Provide Work**

(a) **Clarification of the Word "Accident".** (Page 60, 1945 Transcript)

The word "accident" as used in this section means a mishap occurring to an individual resulting in a shutdown. In other words, the occasion involves the human element as distinguished from the mechanical.

(b) **Clarification of "Employee's Regular Job".** (Page 61 et seq., 1945 Transcript)

In the application of this section it is considered that the allowance is due to an employee only in the case where he is reporting for his regular duties and then no work is provided. If the employee's regular duties consist of ship loading and bull gang work, he may be transferred from one regular assignment

to another without penalty providing he obtains work on either job. However, while working on ships he will receive the ship rate and while working in the yard he will receive the bull gang rate. In the case of an employee, whose regular duties consist of one specified job, and who reports for work and finds no work available, if such employee then transfers to a job carrying a lower rate, at his election, he shall nevertheless receive the rate paid him on his regular job.

(c) **Clarification of "Breakdown".** (Page 258, 1948 Transcript)

A breakdown in one department which compels the closing down of one or more additional departments is a breakdown within the meaning of this section, providing the Company uses its discretion in handling the case and where there is no loss of time unjustly caused to an employee.

**Article X - Call Time**

(a) **Applicability of Section in Specific Instances.** (Page 157, 1946 Transcript)

(i) When a Day Worker whose shift is from 8:00 a.m. to 5:00 p.m. is told to go home at 12:00 noon and return at 4:00 p.m. for work, he will receive two (2) hours Call Time because the shift was designated at 12:00 noon.

(b) **Definition of "Regular Scheduled Shift".** (Page 65, 1949 Transcript)

A regular scheduled shift is the work defined for an employee by the Company.

(c) **Applicability of Section in Specific Instances.** (Questions and answers - report of Call Time Committee, 1949 Transcript)

(i) In Section 2(a) relating to the payment of Call Time to Tour Workers, the phrase "after he has completed his regular shift" shall be considered to mean at that point when his pay stops upon being relieved by a mate.

(ii) A Day Worker is called in on his designated day off reporting for work at 8:00 a.m. and working until 10:00 a.m. for which he received four (4) hours pay as the minimum allowance for an employee who starts work. If notification had not been given during his last shift preceding the work involved, he would qualify for Call

Time and would also qualify under the provisions of Section 3(a) wherein a minimum of four (4) hours pay will be paid for each call when work has actually commenced both to Tour Workers and Day Workers.

In the above case the worker worked two (2) hours at the overtime rate plus a two (2) hour call which would entitle him/her to five (5) hours pay, thereby meeting the requirements of Section 3. It should be made clear that an employee under these circumstances will not receive four (4) hours minimum pay plus Call Time, if any, but that the four (4) hours minimum pay includes the Call Time payment.

(iii) A Day Worker normally working the 8-5 or 8-4 shift is ordered to go home at 12:00 noon and report back for work at 4:00 p.m. or 12:00 p.m. The employee in question is entitled to Call Time since his designated shift terminated at 12:00 noon and more than two (2) hours elapsed between his designated shift and his return to work.

#### **Article XVII - Statutory Holidays**

(a) **Work to be Performed.** (Page 238, 1948 Transcript)

Employees who are required to work on designated holidays are expected to perform regular maintenance and routine duties normally assigned to them.

(b) **Clarification of What Repair Work May Be Done.** (Page 240, 1948 Transcript)

In a case of an emergency involving the closing of the mill for a day or more and a loss of employment to a substantial number of men, employees are expected to perform repair work on holidays.

(c) **Clarification of Section 4.** (Page 265, 1948 Transcript)

(i) In the calculation of the forty-two (42) hour work week (amended to forty (40) hours 1952-53) the payment of holiday pay will not be used unless the employee actually worked.

(ii) It is understood that an employee's vacation shall be exclusive of a paid holiday as recognized by the B.C. Standard Labour Agreement. Therefore, if one or more such holidays fall within the employee's vacation period,

he will be required to take the comparable number of additional days off. The employee shall only receive the pay for such recognized paid holidays falling within his vacation period when he takes the required additional time off.

(iii) Where an employee, after having agreed to do so, fails or refuses to work on a holiday, on account of sickness, or other bona-fide reason, the Company reserves the right to investigate the absence of the employee to decide whether or not he is entitled to holiday pay.

(iv) The sixty (60) day qualifying period referred to in Clause (a) refers to "calendar" days.

(d) **Clarification of Section 4(c).** (Page 105, 1950 Transcript)

Employees absent on the "scheduled work day before and/or the scheduled work day after a recognized holiday" are excused from their regular scheduled shifts in instances of sickness, or of sickness in the family, and are, therefore, entitled to holiday pay. The question of the validity of the excuse of sickness can be determined by the Company in each mill in each case.

**Article XXVIII - Safety and Occupational Health**

**Unsafe Working Conditions.** (Page 136, 1947 Transcript)

It is not the policy of the Company to require an employee to work under unsafe conditions. It is admitted by the Union and the Company that it is impossible to draw a hard and fast line as to what is safe and unsafe. Being a factual question, each case must be decided on its merits, but in general an employee who justifiably refuses to work under unsafe conditions would not be subject to discipline.

**Article XXX - Disciplinary Action**

(a) **Notification of Union Standing Committee by Employer.** (Page 70 et seq., and Page 126, 1945 Transcript)

Wherever practical, the Company will notify the Union Standing Committee of its intention to discharge an employee. Under certain well-recognized circumstances where no premeditation is involved, it is permissible for the Company to discharge an employee immediately without recourse to the Standing Committee. The employee still has the right to present his case to the Standing Committee for consideration and if deemed proper the Standing Committee may follow the usual grievance procedure.

**Standing Committee Can Call in Members for Discussions of Grievances with the Company.** (Page 261, 1946 Transcript)

It is agreed that the Union Standing Committee may call in any other employee to accompany them in their meetings with Company officials.

**Exhibit "A"**

**Clarification.** (Memorandum No. 6, 1952 Wage Conference)

"An employee shall be considered as having been promoted to a higher rate job when he has taken over the duties and responsibilities of that job, without the guidance of the employee who is breaking him in. He shall then receive the higher rate. During the period the employee is being broken in and another employee is on the job and carrying the responsibility for it, the employee being broken in shall receive the hourly rate of his previous regular job."

**Miscellaneous**

**(a) Status of Employees Refusing to Work in Excess of 8 Hours Per Day or Scheduled Hours Per Week.** (Page 91, 1949 Transcript)

If an employee is requested to work in excess of eight (8) hours in any one day or in excess of his scheduled work week hours in any one week, the employee has the right to come in or not to come in and no penalty can be imposed by the employer for the failure of the employee to come in. It is understood, however, that the Companies are entitled to look for reasonable co-operation from their employees.

**(b) Native Indian Employment**

In response to a Union proposal relative to encouragement of Native Indians to seek employment, the Industry will participate with the National Union in a joint committee to function during the term of the 1970 Labour Agreements. The committee will be known as the Native Indian Employment Committee, and will consist of eight (8) members, four (4) representatives of the Unions and four (4) representatives of the Industry.

The purpose of the committee will be to examine problems relative to employment of Native Indians and make appropriate recommendations to the Company and Union to further this objective.

May 1, 1992

Re: 1992 Union Agenda Item #20(3)-Apprenticeship

**LETTER OF UNDERSTANDING AMENDED 1994**

On successful completion of the required period of vocational school training, the Company will reimburse out-of-town expenses to a maximum of \$30.00 per school day attended to apprentices who qualify for the government living-out allowance. This reimbursement will also apply to Steam Plant personnel.

It will be paid after the employee's return to work and when verification of vocational school attendance is received from the appropriate agency.

**This letter was renewed by agreement between the Company and the Union for the term of the 1997-2003 Labour Agreement.**



May 24, 1992

**Re: 1992 Union Agenda Item #22 - Rehiring**

<b>Mr. Norm McLellan</b>	<b>Mr. Stan Shewaga</b>
<b>Vice-President, Region IV</b>	<b>President</b>
<b>Canadian Paperworkers</b>	<b>Pulp, Paper and</b>
<b>Union</b>	<b>Woodworkers of Canada</b>
<b>#540-1199 West Pender St.</b>	<b>201-1184 West 6th Avenue</b>
<b>Vancouver, B.C. V5E 2R1</b>	<b>Vancouver, B.C. V6H 1A4</b>

Dear Norm and Stan:

**Re: Letter of Understanding - Rehiring**

The following practice will be observed during the 1992-94 contract.

“When hiring new employees, preference will be given to laid off former employees of the hiring mill in order of their previous mill seniority, providing:

- a) their recall rights under Section 3 of Article XXI - Seniority have expired;
- b) they have a current application on file;
- c) they have the qualifications and ability to perform the work properly.

Application must be made within thirty (30) days of the expiry of recall rights and will remain in effect for three (3) months unless renewed. An application or renewal may be extended for a period of three (3) months at any time during the third month of its currency. Normal job qualifications must be met.

A former employee will no longer have preference if he fails to accept an offered position. Those hired under this practice will be new employees.”

Yours very truly,

Eric Y. Mittemdorfer, President

**This letter was renewed by agreement between the Company and the Union for the term of the 1997-2003 Labour Agreement.**

May 24, 1992

**Re: 1992 Union Agenda Item #26 - Contracting Out**

**Mr. Norm McLellan  
Vice-President, Region IV  
Canadian Paperworkers Union  
#540-1199 West Pender Street  
Vancouver, B.C. V5E 2R1**

**Mr. Stan Shewaga  
President  
Pulp, Paper and Woodworkers of Canada  
201-1184 West 6th Avenue  
Vancouver, B.C. V6H 1A4**

Dear Norm and Stan:

**LETTER OF INTENT**

For the term of the renewed Collective Agreement, the Company will not send equipment out of the mill for repair which directly results in the layoff of tradesmen or apprentices.

Yours very truly,

Eric Y. Mittendorfer  
President

**This letter was renewed by agreement between the Company and the Union for the term of the 1997-2003 Labour Agreement.**

**FLEXIBLE WORK PRACTICES**

**LETTER OF UNDERSTANDING**

**APRIL 14, 1998**

1. The introduction of flexible work practices is designed to improve productivity, improve product quality, reduce down time and lower costs while ensuring that the work is completed in a safe manner. The efficiencies that result from flexible work practices are also intended to assist in fulfilling the intention of Article 23 of the PPWC Agreement and Article 25 of the CEP Agreement.
2. The parties agree that this letter on flexible work practices recognizes that the primary responsibility for the operation of the mill will remain with operators and the primary responsibility for maintaining the mill will remain with trades persons and steam plant maintenance employees.
3. It is understood that the intent of this letter will supersede local practices, and verbal and written agreements which would impair the implementation of flexible work practices.
4. All work will be performed in a manner consistent with safety articles of the collective agreement as well as the company's safety rules and the regulations issued by the Workers' Compensation Board of B.C. It is recognized that some tasks can only be performed by employees who possess certain government certifications and in that instance, the work will only be performed by employees who possess the required government certificate.
5. The intent of this agreement is to provide that all employees will safely utilize all of their existing skills and maximize their productivity and learn and use new skills to enhance their effectiveness.
6. The Company and the unions will meet to discuss a module based training program that will enhance the existing skills of employees. They will also discuss the option of using trainers from the bargaining unit to assist in the design and delivery of the training modules. The Company will design and introduce new training programs to facilitate the implementation of and evolution of flexible work practices.
7. All employees will be required to complete training programs as prescribed by the Company and utilize new skills acquired as a result of training. Training will be

consistent for all employees in each job classification as defined by the business areas at each site.

8. The parties recognize that the acquisition of new skills that facilitate the implementation of flexible work practices is an ongoing process and will continue over time to support the changing needs of the business.
9. The following payments will be made for flexible work practices:

Maintenance employees \$.95 per hour  
Operations employees \$.40 per hour

to be implemented as follows:

- Upon ratification of the collective agreement, \$.45 per hour for Maintenance employees and \$.20 for Operating employees.
- Immediate utilization of existing skills that may not have been previously used due to restrictive work practices.
- employees assisting each other regardless of department or occupation.
- \$.25 per hour for Maintenance employees and \$.20 per hour for Operators upon successful completion of each modular training program and utilization of skills acquired as a result of this training. There will be two training modules for Maintenance employees and one training module for Operations employees.

Apprentices will be paid the maintenance premiums in the usual proportion.

The same delineation which defines who is an operator and who is a maintenance employee shall apply to the payment of premiums. Maintenance employees will include; all journeypersons, steam plant maintenance employees, roll grinders, roll balancers, lubrication mechanics and saw filers.

The parties agree that there will be no pyramiding of credits under the job evaluation plan for duties that are being compensated for under the flexible work practices agreement, unless the changes constitute new regular job duties added to their classification as defined by the job

evaluation plan. These new regular job duties must result from either new or changed procedures/equipment or from the permanent reassignment of duties from another job classification.

10. Training programs implemented under point (6) are not intended to force qualification in another trade.
11. The Company agrees that no employee will lose their employment with the Company as a direct result of the implementation of flexibility initiatives under this letter. This provision applies to only those employees employed at the date of ratification of this agreement.
12. No trades person or apprentice will be involuntarily displaced from their respective trade on a permanent basis as a result of the implementation of flexible work practices.
13. It is not intended that flexible work practices shall result in a trades person being assigned to a non trades classification when someone outside of his trade is performing his trade core duties.
14. The Company agrees that no employees regular job rate will be reduced when he is assigned to perform work under this work place flexibility agreement. This does not apply to an employee who is laid off or whose job is temporarily curtailed and is recalled or works in a different job category on the basis of mill seniority.
15. The Company commits to maintain apprenticeship agreements.
16. For the term of the renewed Collective Agreement, the Company and the Unions agree to establish and participate in a Presidents' Council which will meet quarterly to discuss issues related to productivity, morale, profitability, work opportunities, market conditions, any alleged discrimination, the ongoing effectiveness of flexible work practices and any other problems related to flexible work practices. The Presidents' Council will be composed of:

the Presidents of both operating companies;  
Paperco V.P. of Manufacturing;  
Pulpco site Managers;  
Senior Human Resources representatives;  
Vice President, Western Region, CEP;  
President, PPWC;  
Presidents of the 5 Local Unions.

17. The parties agree that disputes relating to the implementation of this letter shall be reviewed by the President's Council which will make every effort to resolve these disputes in accordance with the spirit and terms of this letter.

**LETTER REGARDING CROFTON AND ELK FALLS  
MILLS**

With respect to the implementation of flexible work practices at Crofton and Elk Falls Mills, the parties agree that they will consult with respect to ways and means to avoid jurisdictional difficulties between the unions.

**Re: 1994 Union Agenda Item # 5 - 3 (c) Rehabilitation and Re-Integration Program**

October 7, 1994

Mr. Brian Payne  
Vice-President, Region IV  
Communications, Energy and Paperworkers Union  
#540-1199 West Pender Street  
Vancouver, B.C. V5E 2R1

Dear Brian:

**Re: Letter of Understanding - Rehabilitation and Re-Integration**

To facilitate the rehabilitation and, wherever practical, the re-integration of injured or disabled Elk Falls employees into the mainstream of the workforce in the mill, the Company and the Union agree to establish a program that will provide meaningful support and guidance to affected employees.

A joint union-management steering committee will be established to investigate and make recommendations on the implementation of an effective rehabilitation/re-integration program during the term of this agreement.

The steering committee shall be comprised of up to three (3) representatives each from the Company and the union, a maximum of six (6).

The program will be modelled on the principles of our existing Employee Assistance Program.

Yours truly,

R.J. Homer  
Vice President

**This letter was renewed by agreement between the Company and the Union for the term of the 1997-2003 Labour Agreement.**

January 27,1995

LETTER FROM PRESIDENT OF FLETCHER CHALLENGE  
CANADA TO THE C.E.P. AND THE P.P.W.C.

This is to confirm the agreement between the Company and your respective unions respecting the conditions that would apply to contractors coming onto the mill site to perform construction work or perform maintenance and repair work of a nature normally performed by employees in the bargaining unit. This agreement will prevail for the duration of the Collective Agreement. In entering into this agreement, the Unions acknowledge that, subject to contracting Article XXV (C.E.P.) and Article XXIII (P.P.W.C.), the Company retains the right to select contractors as it deems appropriate.

No aspect of this policy applies to contractors which are certified to a Union recognized by the Local Union, it being clearly understood that a Union's affiliation to the Canadian Labour Congress, the B.C. Federation of Labour or the Confederation of Canadian Unions warrants such recognition,

Any other contractor who comes onto the mill site to perform construction work or perform maintenance and repair work which is of a nature normally performed by employees in the bargaining unit shall abide by the following Code of Ethics. This Code defines the terms and conditions under which these contractors and their employees will be governed during the term of their contract.

1. Minimum Wares

The contractor's straight time hourly rate of pay for a journeyman will not be less than the straight time hourly rate for the equivalent mill journeyman. The contractor's straight time hourly rate of pay for all other employees shall not be less than the straight time hourly base rate for the mill.

2. Contributions to the Pulp & Paper Industry Pension Plan

Subject to the approval of the plan trustees and the appropriate regulatory authorities, the Company shall remit annually to the Pulp and Paper Industry Pension Plan the following:

- a) For contractors performing maintenance and repair work of a nature normally performed by employees in the bargaining unit--the equivalent contributions.
- b) For contractors performing construction work--one-half the equivalent contributions.



3. Remittance to the Local Union

One percent (1%) of all wages earned calculated on the basis of straight time hours worked shall be remitted to the Local Union on a monthly basis.

4. Adherence to Safety Regulations

Contractors performing construction work are responsible for ensuring that their employees comply with the health and safety regulations and policies applicable to the work being performed. When the contractors' employees are performing maintenance and repair work which is of a nature normally performed by employees in the bargaining unit, the contractors and their employees shall adhere to the established health and safety regulations and policies in force at the mill site. Management commits to deal promptly with any violations brought to its attention by the Joint Health and Safety Committee.

5. Honouring of Picket Lines

Contractors' employees shall honour all legal picket lines at the mill site. Failure to do so shall result in disqualification from future access to the mill site for the term of the contract. A contractor will not be allowed on the mill site if it has a current, demonstrated practice of crossing legal picket lines.

The Company will honour the commitments made in this letter for the duration of the Collective Agreement and will ensure that a copy of this letter is provided to any contractor participating the contract bidding process.

**This letter was renewed by agreement between the Company and the Union for the term of the 1997-2003 Labour Agreement.**

April 14, 1998

Mr. Brian Payne  
Vice-President, Region IV  
Canadian Paperworkers Union  
#540- 1199 West Pender Street  
Vancouver, B.C. V5E 2R1

Mr. Garry Worth, President  
Pulp, Paper and Woodworkers of Canada  
201-1184 West 6th Avenue  
Vancouver. B.C. V6H 1A4

Dear Brian and Garry,

**Re: Commitment to Employment**

Protecting and enhancing employment in the pulp and paper industry is a joint commitment of the Company and the Unions. The Company and the Unions agree that stable employment must be based upon economically viable operations, a high level of labour productivity, and quality production.

To this end the parties will continue to discuss means to preserve and enhance employment during the term of the Agreement.

1. The Company and the Unions shall establish a joint task force on apprenticeship and employment. The task force will be made up of local Union representatives, mill management representatives, and representatives of CEP and PPWC national Unions, and FCC.
2. The task force will consult with Mr. Gary Wouters, the B.C. Jobs Advocate named by the provincial government under the Jobs and Timber Accord, and through the Advocate inquire into available provincial government support for apprenticeship and employment initiatives.
3. The task force will examine ways to enhance the apprenticeship program and discuss the enhancement of employment opportunities through new work arrangements, including reduced overtime and working time alternatives. The Company agrees to provide the

task force with relevant information to ensure an informed discussion of these issues.

4. The task force shall make recommendations to the parties on an enhanced apprenticeship program and make other recommendations no later than October 1, 1999. Should the task force be unable to agree on joint recommendations, the Unions and the Company will each provide separate recommendations on these matters.
5. Task force recommendations will not be binding on the Company. However, both parties undertake to give active consideration to all recommendations.

Yours very truly

Howard Burleigh  
Vice President, Human Resources

April 14, 1998

Mr. Brian Payne  
Vice-President, Region IV  
Canadian Paperworkers Union  
#540- 1199 West Pender Street  
Vancouver, B.C. V5E 2R1

Mr. Garry Worth  
President  
Pulp, Paper and Woodworkers of Canada  
20 1 - 1184 West 6th Avenue  
Vancouver. B.C. V6H 1A4

Dear Brian and Garry,

RE: Job Security

In the event that downsizing occurs under the Job Security and Job Elimination articles of the Labour Agreement, the Company undertakes to discuss the application of the severance pay provisions with the Unions.

Yours truly,

Howard Burleigh  
Vice President, Human Resources

April 14, 1998

Mr. Brian Payne  
Vice-President, Region IV  
Canadian Paperworkers Union  
#540-1199 West Pender Street  
Vancouver, B.C. V5E 2R1

Mr. Garry Worth  
President  
Pulp, Paper and Woodworkers of Canada  
201-1184 West 6th Avenue  
Vancouver, B.C. V6H 1A4

Dear Brian and Garry,

The Company agrees to the establishment of a committee composed of management representatives from the Pulp and Paper divisions of Fletcher Challenge Canada Limited and appropriate representatives of the CEP and PPWC to explore the possibility of working with government and community colleges with a view to enhancing apprenticeship opportunities within the province.

The parties understand that such a program would be based on the principle of cost neutrality to the Company and there would be a requirement for joint representation to Government to access funds for this purpose.

This committee will be established within three months from the date of ratification of the new labour agreement.

Yours truly,

Howard Burleigh  
Vice President, Human Resources



Codification of  
Local Agreements

Between

FLETCHER CHALLENGE  
CANADA LIMITED  
Elk Falls Pulp Division  
Elk Falls Paper Division

and the

COMMUNICATIONS,  
ENERGY  
and PAPERWORKERS  
UNION  
Local 1123

1997





**CEP LOCAL 1123 - CODIFICATION OF LOCAL  
AGREEMENTS  
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**C.E.P. LOCAL 1123  
CODIFICATION OF LOCAL AGREEMENTS  
JULY 1, 1991; Amended January 1995 and May 1998**

The following are the continuing items from previous and present bull sessions and local signed side agreements. In the interest of brevity, the exact wording of the agreement may have been altered. In case of dispute, the original text or minutes will apply.

**ITEM NO. 1 - By-Pass Policy**

The following "By-Passing" ground rules are established to cover situations in which an employee voluntarily declines a promotion within an established progression ladder. Nothing in these "By-Passing" ground rules shall in any way contravene nor alter the seniority provisions of the Elk Falls Labour Agreement.

- (1) Job freezing will be discouraged by both parties and only well substantiated requests will be considered. In the consideration of any freezing or unfreezing request, the Company and the Union shall have the right to require the applicant to supply all pertinent information, including where appropriate, medical evidence in the support of his/her case. No employee will voluntarily freeze until he/she receives Company and Union approval to do so.
- (2) An employee is considered to be by-passed if he/she voluntarily refuses any promotion, temporary or permanent, and an employee with less seniority accepts the promotion.
- (3) An employee who by-passes a more senior employee will be senior to the by-passed employee in all respects except in demotion, in which case he/she goes back down around the employee by-passed. An employee backs down via the same route he/she went up.
- (4) An employee frozen in a position will not relieve up.
- (5) No more than one employee in each job category may voluntarily freeze him or her self.
- (6) A by-passed employee will sign a by-pass (Waiver of Promotion) form in cases of voluntary by-pass and will be considered for the next opening unless he/she states on his/her by-pass form (Waiver of Promotion) that he/she relinquishes the right to all future promotions until he/she advises his/her supervisor in writing that he/she once again desires to be considered for promotion.
- (7) A by-pass (Waiver of Promotion) form will be signed by the employee who is by-passed and the employee who is to receive the promotion. A copy of the form will be placed in each employee's file and a copy transmitted to the local Union.

**Steam Plant Ticket Seniority**

- (1) A new employee hired into a position equivalent to the ticket he/she holds establishes ticket seniority immediately.
- (2) A new employee hired into a position lower than the ticket he/she holds does not establish ticket seniority for 6 months.
- (3) An employee on the crew who obtains a higher ticket establishes ticket seniority Immediately on obtaining such ticket.

**ITEM NO. 2 -Caulk Boots (Boom)**

The company will permit Boom employees to order and purchase non safety-toed caulk boots through the Mill Stores at the price paid by the Company. These caulk boots are to be purchased for the express use of the individual concerned and abuses such as purchasing for others outside the mill will not be tolerated.

**ITEM NO. 3 -Chiropractic Services**

The current Aetna policy regarding recognition of chiropractic services for weekly indemnity will be revised from the current one week limit to a reasonable length of time with a maximum of four weeks considered to be reasonable. Aetna will continue to determine if the employee's condition is within the skills and qualifications of a chiropractor. Aetna reserves the right, in specific cases, to set the duration of weekly indemnity benefits.

**ITEM NO. 4 - Coveralls - Maintenance**

- a) A coverall-laundry service will be implemented and will cover Mechanics, Mechanical Apprentices, Lubrication Mechanics, Oilers, Steam Plant Repair Engineers - 3rd. and 4th. Class, Turbine Service Engineers, and Boom Maintenance Man.
- b) In Maintenance departments where the style of coverall traditionally varies from the norm (paint shop, carpenter shop) a selection of the specific style of coverall will be left to the discretion of the foreman involved. Under no circumstances will paper coveralls be issued to any employee covered by this policy except in extreme circumstances as authorized by the appropriate supervisor. This exception applies primarily to Lime Plant and Recast areas.
- c) An emergency supply of 20 pair of coveralls will be available through the Maintenance Foremen in emergency situations where the pair being worn are made unwearable and an alternate pair is required.

**ITEM NO. 5 -Turn Out Gear - Mill Fire Fighting Crews**

A supply of turn out gear will be maintained on the mill tire truck

for use by the mill fire fighting crews.

**ITEM NO. 6 - Coveralls-Operating**

- a) **Coveralls - Boom**  
The Boom Dredge Operator and Swamper will be included in the "Mill Coverall Policy".
- b) **Coveralls - Boom Dredge**  
A pair of coveralls will be kept in the department for use by the relief Boom Dredge Swamper with the cleaning and repairs the responsibility of the employee(s) involved.
- c) **Coveralls - Lime Plant and Reconst Operators**  
The job classifications of Lime Plant operator and Reconst operator will be provided with cloth coveralls. It is understood that these coveralls are assigned to the positions and not the personnel and will not leave the lime plant/reconst area when individuals are promoted temporarily or permanently up the kraft mill line of progression.
- d) The Steam and Recovery permanent operating positions will be included in the "Mill Coverall Policy".

**ITEM NO. 7 - Transportation**

- a) The company will arrange transportation to his/her home for an employee who does not have transportation and who is held over for a period in excess of 15 minutes beyond the end of his/her regular scheduled shift.
- b) The transportation policy may be applied to the car pool members rather than the held over driver subject to his/her supervisor's approval and the following conditions:
  - i) It is understood the above amendment simply moves the taxi transportation entitlement, namely one taxi, from the held over driver to his/her car pool members which leaves the held over driver his/her own transportation upon completion of the overtime.
  - ii) All drivers and car pool members will be registered for qualification.
  - iii) The car pool driver will notify his/her car pool members if held over and his/her supervisor will authorize the gate to provide the transportation.
  - iv) This provision will be cancelled if found to be unmanageable or if abuses develop.

**ITEM NO. 8 - Floater Coats - Boom**

The Company will, on a one time basis only, provide a Mustang Floater jacket to each permanent Boom employee who is required, as a regular part of his/her duties, to wear a life jacket. The floater jacket will have appropriate markings to identify it as Elk Falls Mill property. In addition, once each year, the Company will accept orders for replacement jackets for permanent Boom

employees at a cost to the employee equal to the cost to the Company. This option is intended to provide a maximum of one replacement jacket per year and is restricted to permanent Boom employees for on the job use.

ITEM NO. 9 - Glove Policy

In departments where gloves are necessary, employees will be issued gloves upon request. In order to obtain replacement gloves, an employee will be required to return an old pair in exchange. If an employee does not have an old pair to exchange, he/she will be required to purchase the replacement pair.

ITEM SO. 10 -Job Posting Procedure

- (1) Bidding will be open to entry jobs only in lines of progression whenever Management decides that a permanent job opening exists. However twice per year Management will review work done by Spareboard employees and where an obvious permanent, full time need has developed, the position will be posted.
- (2) All job openings (as determined in Article I) will be posted on the official mill bulletin board for seven days (fourteen for apprenticeships).
  - a) Job postings shall note any limitations or requirements applying to applicants for the job.
  - b) Job evaluation job descriptions may be viewed at the Human Resources office during office hours for those wishing a more complete description of a posted position.
  - c) A job posting information phone line will be established to allow employees to access information on current job postings.
- (3) All applicants from within the mill will be considered prior to hiring from outside.
- (4) An employee who is selected to fill a posted job vacancy shall not have the privilege of bidding again until twelve months has elapsed. However, if Management removes the employee from the posted position within the 30 day probationary period or the posted position is subsequently permanently eliminated, the one year rule will be waived.

The one year ineligibility for bidding begins on the day the first successful candidate for the posting is notified.

The one year ineligibility for bidding will be waived for apprenticeship postings.

The one year ineligibility for bidding will not apply to successful applicants to the Spareboard papermaker pool on postings in local 630's jurisdiction for which they have been trained

- (5) The senior qualified employee, subject to the limitations referred to in Article 2(a) will be selected for posted job vacancies. "Qualified" means the ability of an employee to satisfactorily discharge the duties and responsibilities of the job involved based on his qualifications and his past performance, and as to entry on the bottom rung of a progression ladder, means, in addition, his ability to progress through the ladder.
- (6) The employee selected to fill a posted job vacancy will serve a thirty day probationary period in his/her new department while he/she retains seniority in his/her former department during this thirty day period. He/she also retains the right to return to his/her former department and job within this thirty day period if he/she elects to do so. The 30 day time limits referred to above are extended to 60 days in the case of apprentices.
- (7) A vacancy unfilled by the posting procedure will be filled by the senior qualified Spareboard employee. The Spareboard employee so assigned will accumulate job and department seniority but will not be subject to the one year loss of bidding rights.
- (8) Spareboard employees will not accumulate department seniority except as outlined in article 7.
- (9) The job posting procedure will only be changed by mutual agreement of the Local and the Company.
- (10) Where applicable, an entry job will be posted as an intra-departmental job posting prior to a mill posting.
- (11) Copies of this policy shall be posted and made known to the employees of the Company

**ITEM NO. 11 - Lubrication Mechanic**

An Oiler would be expected to be capable of performing the following functions before he/she would be considered a Lubrication Mechanic and paid a rate equivalent to "B" rate. The performance of these functions by Lubrication Mechanics is intended to supplement, rather than replace existing duties assigned to other mill employees. In order to qualify for the rate, an Oiler must have performed Oilers duties for three years or what, in the Company's opinion, is the equivalent.

- (1) The Lubrication Mechanic may work within the intent of this Memorandum to assist on repairs of the lubricated equipment and is expected to use the tools required.  
e.g. Reduction unit and bearing repairs and/or changes.  
Assists with the removal and re-installation of the aforementioned equipment where required and will involve the use of wrenches, slings, chain blocks and similar lifting equipment.
- (2) Remove, re-install or replace lubrication fittings such as: pipe nozzles, plugs, filters, caps, guards, covers over

lubrication reservoirs and tubes or hoses available from stock in standard lengths and sizes. Some drilling and/or tapping may be done in conjunction with this work. Fabricate simple lubricating devices such as oil wicks, etc.

- (3) Records and keeps daily records of each piece of equipment individually for correct lubrication, oil leaks and other defects reports abnormal defects.
- (4) Operate shop machinery such as pipe threading machines, drill press, grinders and Do-All saw.
- (5) Operate, clean and service (including parts replacement) such devices as portable oil filter pumps, grease guns and lubricant dispensing equipment.
- (6) Open couplings for inspection and, if necessary, replacement of seals and gaskets and lubricant as required.
- (7) Operate and maintain lubrication systems, such as the Bowser, Manzell, Farval and other automatic systems.
- (8) Inspect seals, packing glands, running temperatures, etc.
- (9) Tighten existing lubrication lines and to adjust packing glands as required within the intent of this Memorandum.
- (10) Inspect bearings using feeler gauges and other tools.
- (11) Maintain air line lubricators and associated filters.
- (12) Miscellaneous lubrication duties as assigned.
- (13) It is not the intent of this Agreement to expand the Oiler crew to supplement shortages in other mechanical crews.

**Tool Requirements**

1 Tool Box  
1 - 12" adjustable (crescent type) wrench  
1 - 10" adjustable (crescent type) wrench  
1 - 6" adjustable (crescent type) wrench  
1 - 14" pipe wrench  
1 - 6" pipe wrench  
1 pair of vice grips  
1 pair of standard pliers  
1 pair of 10" water pump pliers  
1 standard blade-type screw driver  
2 screw drivers - assorted sizes  
1 set of Allen wrenches up to 1/2"  
1 small set of fitting extractors (Easy Out) 1 1/4" maximum  
1 set of combination or box end wrenches to 1 1/4"  
1 - 1/2" socket set up to 1"  
2 ball-peen hammers - 3 pound and 1 1/2 or 1/2 pound  
1 set of 2 punches and 2 chisels  
1 hand hack saw  
1 centre punch  
1 - 8 or 10' steel tape

1 aligning bar  
1 set of feeler gauges

**ITEM NO. 12 - Master's Ticket Allowance**

The Current Company policy regarding allowances paid for attending Vocational School to obtain a Master's Ticket will be extended to provide for make-up pay for a maximum of fourteen weeks.

**ITEM NO. 13 - Meal Tickets**

Effective on the date of ratification of the collective agreement, the value of the meal tickets will be the greater of \$15.00 or 77% of base rate (rounded to the nearest 5 cents).

**ITEM NO. 14- Posting of Maintenance Shift Schedules**

The Company will undertake to advise maintenance crews on Monday, or as soon as possible, of any variation from the 7:45 - 4: 15 normal schedule during that week.

**ITEM NO. 15 - Protective Clothing**

Protective clothing for employees whose normal duties do not require a permanent set of clothing will be provided and issued through the store room, upon authorisation of a supervisor.

**ITEM NO. 16 - Protective Rain Gear**

a) **Elk Falls Employees**

The Company will take orders from employees for rain gear for their personal use at cost price and place the orders once per month through the Mill Store. The Company will absorb the freight and handling costs associated with the orders involved. The Company will select two (2) styles in different price ranges from which the employees will make their selection.

b) **Kraft Maintenance Personnel**

A supply of rain gear will be available from the Kraft Pipefitter Foreman and Kraft Millwright Foreman when required for use by Kraft Area Millwrights and Pipefitters in caustic situations such as repairs on liquor leaks.

**ITEM NO. 17 - Safety Shoes**

Since all employees are required to wear safety footwear at the Elk Falls Mill, the company will contribute toward the cost of that footwear as follows: 60 percent company cost sharing on two pair of safety footwear to a \$100 maximum company contribution per contract year.

**ITEM NO. 18 - Safety Equipment**

A policy will be implemented to replace totally destroyed safety



shoes or boots under the following conditions:

- a) Damage must be work related
- b) Damage resulting from gross carelessness or normal wear and tear will not qualify for replacement
- c) Only footwear totally destroyed under extraordinary conditions will qualify and therefore it is expected that very few such cases will occur.
- d) Industrial Relations will make the determination as to whether a pair of safety shoes or boots have been made totally unusable by extraordinary circumstances and if so will replace them on the basis of the remaining life in the shoes or boots. Their decision in the matter shall be final.

**ITEM NO. 19 - Seymour Crown - Food Supply**

- a) The Company will maintain a supply of canned goods and necessary utensils on the Seymour Crown, it being understood that this food is to be used in lieu of a meal ticket only when the Seymour Crown crews have qualified for an overtime meal.
- b) The Company will increase the emergency supply of food on board the Seymour Crown so that it will now include coffee, tea, sugar and powdered milk. The Company would, however, expect that these supplies would not be required to be replaced on an excessive frequency.

**ITEM NO. 20 - T.Q. Examinations - Mechanics**

The Company will pay for the cost of the initial T.Q. or Welding Ticket exam and a maximum of four (4) hours pay for time lost if required to take the exam during working hours in addition to attempting to persuade the Department of Labour to conduct the examinations in Campbell River.

**ITEM NO. 21 -Tool Storage Lockers - Mechanics**

A cabinet type tool locker will be made available to Mechanics

**ITEM NO. 22- Weekly Indemnity Tax**

The Company will make arrangements to deduct income tax from weekly indemnity payments at the source on the condition it be deducted on one basis, that of a married employee with no children.

**ITEM NO. 23 - X-Rays - Welders & Insulators**

The Company shall make the necessary arrangements at the Campbell River General Hospital and pay the hospital X-ray fee to enable the Welders & Insulators to obtain annual X-rays. These X-rays are to be conducted on the employees' time.

**ITEM NO. 24 -Yard - Shift Changes**

When a crew is changed from 4-12 back to days on two or more

occasions within the calendar week, the men shall be paid two hours call on the second and succeeding short changes.

**ITEM NO. 25 - Elk Falls Emergency Response Crews**

Designated Elk Falls Mill Emergency Response crews will be provided with \$25,000 accidental death and dismemberment insurance over and above the regular A.D.& D. coverage. This additional A.D.& D. coverage will only apply to designated Elk Falls Mill Emergency Response crews and will apply when engaged in Elk Falls Mill Emergency Response activities or operations.

**ITEM NO. 26 - Personal Floating Holiday Pay Option**

The Company will provide an option to an employee of specifically requesting an 8 hour payment on the hourly absence form from the maximum 40 paid floating holiday hours when scheduling his/her 12 hour floating holiday. If he/she does not exercise this option in advance when completing the hourly absence form the 12 hour payment procedure applies.

**ITEM NO. 27 - Maintenance Holiday Allotment**

The Maintenance vacation allocation policy in several departments will be altered. A long term system for handling requests for prime time vacation allocation will be introduced as well as allowing first choice of any prime time which becomes available on short notice to those crew members who don't have any prime time vacation scheduled.

**ITEM NO. 28 - Continuity Pay**

The existing extended call-out policy which provides time and one-half for the duration of the job when an employee is called in on an emergency job prior to 6:00 a.m. and the work extends past 8:00 a.m. will be revised to reflect its application to "day workers". It is understood that this policy applies only to "emergency call-ins" and will not apply to activities such as the snow removal operations.

**ITEM NO. 29 - Annual Vacation Pay**

Employees will have the option of receiving their annual vacation pay advance in any month after May 1st of each year subject to the following conditions:

- a) A minimum of two weeks annual vacation must be pre-scheduled prior to submitting the request form.
- b) This option is only available prior to any annual vacation time taken off.
- c) The annual vacation pay request form must be completed and in the Time Office by the end of each month for pay-out the following mid-month.

**ITEM NO. 30 - "Sample" Compressed Work Week Agreement**

**NOTE:** It is understood and accepted by the union that this "sample" compressed work week agreement, as is the case with all Elk Falls compressed work week agreements, in no way limits management's right to schedule its employees as it deems necessary. In addition, management retains its right to cancel any or all compressed work week agreements at any time.

**For the purpose of a compressed work week schedule, the parties hereby agree to the following terms and conditions:**

- (1) This agreement may be cancelled by either party with thirty (30) days written notice or within seven (7) days if mutually agreed to by the Union and the Company.
- (2) The twelve (12) hour shift times of 8:00 a.m. to 8:00 pm and 8:00 p.m. to 8:00 a.m. will define DAY as a period of twenty-four (24) hours beginning at 8:00 a.m. and a WEEK as a period of seven (7) calendar days beginning at 8:00 a.m. Sunday.
- (3) THE IMPLEMENTATION AND CONTINUATION OF THE COMPRESSED WORK WEEK will be on the conditions that there will be no extra cost to the Company and that the efficiency of any department or departments will not decrease.
- (4) It is clearly understood by both parties that replacements must be available for relief purposes when required and that these replacements will normally come from employees on their scheduled days off. To ensure that such replacements will be available, relief employees, prior to going on their scheduled days off will indicate to their supervisor if they will not be available for work. In the event of inadequate relief for the continuation of operations the Company will revert to an 8 hour schedule within a 24 hour period.
- (5) Employees will give sufficient notice on requests for leave to allow for replacement at straight time. Failure to do so will necessitate working employees on their days off which will effectively negate the benefits gained from the additional days free from work in the compressed work week.
- (6) It is understood by both parties that problems may arise concerning this agreement. Should this occur the parties will meet to discuss the problem to reach a satisfactory solution.

- (7) Overtime will not be paid if incurred as a result of the initial implementation or the discontinuation of the twelve (12) hour shift schedule. Employees entering or leaving the schedule such as for relief purposes will not be paid overtime for the ninth (9th) to twelfth (12th) hours of the shift but will be paid in accordance with item 8.
- (8) Overtime at the rate of time and one-half will be paid for all hours worked in excess of twelve (12) hours in any one day and for all hours worked in excess of 44 hours per week except:
  - a) When such work in excess of twelve (12) hours is caused by the change of shift.
  - b) Overtime work by special arrangement between a tour worker and his/her mate to exchange shifts with the approval of his/her supervisor and when this can be accomplished without additional cost or penalty to the Company.
- (9) Tour Workers who work in excess of twelve (12) consecutive hours on a regularly scheduled shift, or in excess of eight (8) consecutive hours on a scheduled day off shall have the option of receiving the overtime premium on the basis of Article VI, Section 2(3)(i) of the Elk Falls Labour Agreement or of receiving straight time for hours in excess of twelve (12) or eight (8) consecutive hours respectively, and taking 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 during the contract year. If equivalent time off is not taken by the end of the contract year in which it is earned, the Company shall pay the deferred one-half premium pay.
- (10)
  - a) When the Company changes an employee's shift schedule after the start of the week without notification being given during the first twelve (12) hours of his/her last shift preceding the new shift, the employee shall receive two (2) hours penalty payment at the straight time day rate for the first shift worked resulting from the change.
  - b) If the change in shifts during the week is temporary, the penalty payment is not payable for the second change in shift when the employee returns to his/her previously established shift schedule.
- (11) Shift Differentials shall be paid in accordance with Article VII, Section 2 of the Collective Agreement.

- (12) An employee who has been employed for less than one year and does not qualify under (B) of Article XVI-Vacations, of the Elk Falls Labour Agreement, will receive a vacation of two hours for each full week of actual work performed during the preceding vacation period provided no vacation less than one day will be granted.
- (13) Employees will take vacations on a tour basis. For the purposes of the twelve (12) hour shift schedule, a tour will be the number of consecutive working days without a scheduled day off. However, for the purpose of scheduling time off for annual vacation, the definition of tour is expanded to include the four (4) scheduled days off immediately following the vacation tour. It is understood that an employee on his/her vacation tour will only be accessed for overtime assignments as a last resort.
- (14) Special (personal) floating holidays will be governed by the conditions outlined in Article XVIII of the Collective Agreement. Employees on the Compressed Work Week schedule may apply for and receive five (5) shifts off as Floating Holidays.
- (15) GROUPED HOURS - TAKING OF SPECIAL (PERSONAL) FLOATING HOLIDAYS, STATUTORY HOLIDAYS - LIEU DAYS, AND BANKED OVERTIME.  
The following rules apply:
- a) Floating holidays, banked overtime and statutory holidays -lieu days can only be taken off in twelve (12) hour units.
  - b) Employees will be permitted to group special (personal) floating holidays, statutory holidays - lieu days, and banked overtime to facilitate taking them off in twelve (12) hour units.
  - c) Employees may take four (4) hours from grouped hours if so desired to supplement statutory holiday pay, if they would normally have worked a twelve (12) hour shift of that day.
  - d) Seven (7) days notice provision will only apply to special (personal) floaters that are taken in twelve (12) hour units as per Article XIX, Section 2(d).
  - e) At the end of the contract year, hours less than twelve (12) not taken will be paid to the employee, except that an employee who has four (4) or more but less than twelve (12) hours remaining may take a twelve (12) hour shift off

and be paid the number of hours to which he/she is entitled.

- f) Time off hours earned will be taken out of the "earned hours bank" in the same order as they went in. (F.I.F.O.)
  - g) An employee shall have the option of taking equivalent time off if a statutory holiday falls on a regular day off.
- (16) When death occurs to a member of a regular full time employee's immediate family, the employee will be granted an appropriate leave of absence and he/she shall be compensated at his/her regular straight time hourly rate for hours lost from his/her regular schedule up to a maximum of twenty-four (24), according to the provisions of Article XIV of the Elk Falls Labour Agreement.
- (17) Any regular full time employee who is required to report for Jury Duty, Jury Selection, Coroner's Inquest, or who is required to appear as a Crown Witness, on a day on which he/she would normally have worked, will be reimbursed by the Company for the difference between the pay received for the Coroner's Inquest, Jury or Witness Duty and his/her regular straight time hourly rate of pay for his/her regularly scheduled hours of work necessarily lost. It is understood that such reimbursement shall not be for hours in excess of twelve (12) per day or forty (40) per week, [forty-eight (48) per week where applicable under the forty-two (42) hour averaging schedule]. The employee will be required to furnish proof of Coroner's Inquest, Jury or Witness Service and Coroner's Inquest or Witness pay received.
- Hours paid for Coroner's Inquest, Jury Duty, Jury Selection or Witness Duty will be counted as hours worked for the purpose of qualifying for vacations and for recognised paid holidays, but will not be counted as hours worked for the purpose of computing overtime.
- (18) Weekly Indemnity benefits will continue to be calculated on the basis of seven (7) calendar days and that loss of income has occurred.
- (19) For purposes of calculating overtime, the scheduled work week shall be reduced by eight (8) hours in any week in which a recognized paid statutory holiday occurs. Should more than one recognized paid statutory holiday occur in any week, the scheduled work week shall then be reduced

by eight (8) hours for each such paid statutory holiday,

**For example:**

- a) In a forty-eight (48) hour work week in which one (1) paid statutory holiday occurs, overtime will be paid for hours worked in excess of forty (40). Should it happen that two (2) recognized paid statutory holidays occur in one week then overtime will be paid for hours worked in excess of thirty-two (32) of that particular week.
- b) In a thirty-six (36) hour work week in which one (1) paid statutory holiday occurs, overtime will be paid for hours worked in excess of twenty-eight (28). Should it happen that two (2) recognized paid statutory holidays occur in one (1) week then overtime will be paid for hours worked in excess of twenty (20) of that particular week.

The foregoing applies only to recognized paid statutory holiday hours and no other hours on which time and one-half has been paid, or hours paid for call time may be used for the purpose of calculating the work week in 21(a) and (b).

- (20) When an employee works on a scheduled day off on a 12 hour Compressed Work Week shift, he/she has the option to bank overtime after 8 hours worked.
- (21) If an employee works more than four 48 hour tours in an 8 week averaging cycle, he/she will be paid overtime and call time for working on any designated day off within that averaging period and he/she will be able to decline the additional work on the same basis as normally pertains to working on days off.
- (22) An employee entering the Compressed Work Week, having reported for work as a Day Worker, will be paid overtime after 8 hours worked and provided with a meal ticket after 9 hours. This provision covers a Day Worker entering the Compressed Work Week on his/her first shift without notice.
- (23) In principle, a serious attempt will be made to relieve a Compressed Work Week employee after 18 hours worked provided relief is available and/or the next shift comes in 6 hours early.
- (24) Meal tickets shall be provided for as outlined in Article VI, Section 5 of the Collective Agreement.
- (25) Except as outlined above, the terms and conditions of the

existing Labour agreement remain unchanged.

**ITEM NO. 31- Spareboard**

- a) Spareboard employees have the option of providing a second contact telephone number for work assignments.
- b) Spareboard employees scheduled into jobs not in the departments line(s) of progression normally under the compressed work week. will not come under the compressed work week.
- c) We will undertake the necessary training, based on mill need but not on speculation since training is very expensive and must be applied on the job shortly thereafter or is wasted. On this basis, we will do the necessary training in an attempt to assign the Spareboard employees with the normal 40 hours.
- d) The Spareboard employees will, in concept and where appropriate, be included in the Department's vacation policy and vacation allotment.

**ITEM NO. 32 - Shift Mechanic Posting**

Where management determines a need for a shift mechanic position, such position will be posted through an information posting.

The successful candidates will possess the necessary seniority, qualifications, experience and physical fitness.

**ITEM NO. 33 -Floaters (4 Hour Units)**

An option will be provided to day workers to take a maximum of two - 4 hour floating holidays of their floating holiday entitlement per contract year. It is understood this option is intended only for emergency type situations and, if abused, will be discontinued.

**ITEM NO. 34 - Elk Falls Retired Associates - M.S.P.**

The current company 50% cost sharing on the premiums for the basic Medical-Surgical (M.S.P.) for the Elk Falls hourly retired associates will be increased from 50% to 100% company contribution.

**ITEM NO. 35 -Elk Falls Retired Associates  
- Extended Health Benefits**

A Basic Extended Health benefit plan without vision care and subject to a \$25,000 life time limit will be provided to hourly Elk Falls Mill retirees.

**ITEM NO. 36 - Supplementary Group Life Insurance**

- a) An Optional Group Life Insurance Plan at the employee's cost via payroll deduction will be made available to all Elk Falls hourly employees with provision for coverage of



the employee's spouse or dependent children. The conditions and limitations of the plan will apply.

- b) An Optional Group Life Insurance Plan at the retirees' cost will be made available to all Elk Falls hourly retirees.

**ITEM NO. 37 - Kraft Mill and Newsprint Machines Relief Pools**

A Kraft Mill relief pool and a Newsprint Machines relief pool will be created on the following conditions:

- a) The size of the pools will be determined by Management and will be smaller than normal departmental relief requirements.
- b) The initial manning of these pools will be from the trained incumbent relief personnel selected on the basis of seniority. Future openings will be filled via the Job Posting Principles.
- c) Scheduling of these relief pool employees will be on the basis of need and any surplus relief pool manpower will be re-assigned on the Spareboard.
- d) Members of the relief pools will have department seniority from the date of pool selection.
- e) These pools are created on a one-year trial basis.

**ITEM NO. 38 - Payroll Direct Deposit**

A payroll direct deposit system will be introduced with the long term objective to have 100 percent employee participation. All new employees will be enrolled automatically.

**ITEM NO. 39 - R.R.S.P. Payroll Deduction**

Arrangements will be made with Evergreen Savings Credit Union to set up an R.R.S.P. Payroll Deduction option.

**ITEM NO. 40 - Pay Cheque Distribution**

Pay cheques will be distributed to the departments along with the pay statements and will show, within computer limitations, the status of outstanding paid time.

**ITEM SO. 41 - Prescription Eyeglass Policy**

- a) **"Pitted" Glasses Resulting from Working Conditions**  
The Company will provide replacement personal prescription lenses, excluding contact lenses, for Welders, Machinists, Sheet Metal Mechanics or any other tradesmen normally assigned to work with Welders whose personal prescription glasses become unserviceable due to pitting as a result of work-related burning, welding or grinding. The Pitted Eye Glass Policy will operate under the following conditions:

- i) Clear evidence that lenses were damaged on the job by pitting. This policy is not intended to

- apply to anything other than pitting and will not cover damage such as heavy scratching.
- ii) Replacement must be with safety hardex lenses. Replacement does not apply to frames.
  - iii) Replacement of lenses limited to a maximum of one pair per contract year.
  - iv) Application for replacement lenses will be made to Industrial Relations. Industrial Relations will examine the lenses, determine if the Pitted Eye Glass Policy applies, and arrange where appropriate for the replacement lenses.
  - v) The decision of the Industrial Relations Department shall be final and any abuse of the policy by an employee will result in no further coverage by the policy for that employee.
  - vi) Where necessary, the employee will provide the lens prescription.
- b) **“Damaged” Glasses Resulting from Working Conditions**
- The will operate on the following basis. The Damaged Prescription Eye Glass Replacement Policy Company will provide replacement parts, lenses or replacement eye glasses damaged or destroyed as a result of a work related incident or accident not covered by the Workers’ Compensation Board. This policy is designed to provide the coverage when the glasses are made unserviceable as a result of an incident or accident. The following conditions will govern the application of this policy.
- i) The employee will report the incident or accident to his/her supervisor with all pertinent details as soon as possible after occurrence.
  - ii) The damaged eye glasses will be presented, along with all pertinent details, to Industrial Relations as soon as possible.
  - iii) Industrial Relations will assess the circumstances, determine if the policy applies and arrange for the replacement parts, lenses or eye glasses. The employee, where necessary, will provide the eye glass prescription.
  - iv) The decision of the Industrial Relations Department shall be final and any abuse by an employee will result in no further coverage of the policy for that employee. This policy will only apply once to an employee in a contract year and will not cover contact lenses.

**ITEM NO. 42- Apprenticeship Pay Option**

While attending approved Vocational School training, an apprentice will receive his/her normal weekly wage based on a 40

hour work week. Upon completion of the schooling, the apprentice will reimburse the Company an amount equivalent to the appropriate apprenticeship training allowance via payroll deduction over the following 6 month period.

**ITEM NO. 43 - Emergency Response Crew Bonus**

A 25 cent per hour bonus will be paid on all hours worked to volunteer members of the Emergency Response Team(s) who have the responsibility to respond to emergency situations including fire fighting and rescue situations.

**ITEM NO. 44 - Primary Lunchroom Equipment**

Primary designated lunchrooms will be provided with refrigerators, microwaves or stoves where needed as determined by the Industrial Relations Manager.

**ITEM NO. 45 - Leave of Absence Policy**

In situations where an employee's entire vacation entitlement has been taken and/or pm-scheduled and no other paid time is available, the Company will consider requests for unpaid leaves of absence of up to 3 days per contract year.

**ITEM NO. 46- Compressed Work Week Relief- 8 Week Rotation**

The following practice shall be applied to relief employees who do not follow a complete compressed work week rotation (four 48 hour weeks and four 36 hour weeks) throughout an eight week compressed work week averaging period:

1. A relief employee who works up to and including four 48 hour compressed work weeks in an 8 week CWW averaging period receives overtime after 44 hours worked for each of those weeks as per all local Compressed Work Week Agreements.
2. A relief employee who has completed four 48 hour compressed work weeks (4-12 hour shifts) within a given 8 week CWW averaging period shall be paid overtime for hours worked in excess of 36 hours in any subsequent week in the averaging period in which he/she works at least one 12 hour CWW shift or for hours worked on a scheduled day off.
3. A relief employee who has not yet completed four 48 hour compressed work weeks (four 12 hour shifts) within the current 8 week CWW averaging period, and works something other than four 12 hour shifts (48 hour tour) in a week, shall be paid overtime for all hours worked in excess of 40 hours in that week.

**ITEM NO. 47 - W.C.B. First Aid Tickets**

Any employee who is not required to possess a valid W.C.B. First Aid Ticket as a condition of his/her job will, upon successful completion of the prescribed W.C.B. course requirements, qualify for an annual bonus while holding a valid W.C.B. First Aid Ticket.

An annual bonus of \$200.00 will be paid for a W.C.B. Level II First Aid Ticket and \$300.00 for a W.C.B. Level III First Aid Ticket provided the employee is willing to be identified as a first aid resource and is prepared to respond in a first aid emergency. It is understood that a maximum of \$300.00 will be awarded in any 12 month period.