

NorskeCanada - Elk Falls Division

Communications, Energy and Paperworkers Union, Local 630

**Agreement between NorskeCanada – Elk Falls Division,  
and the Communications, Energy and Paperworkers Union, Local 630  
2003 - 2008**

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**AGREEMENT BETWEEN NORSKECANADA - ELK FALLS DIVISION, AND THE  
COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION, LOCAL 630**

**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 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 discrimination and 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: Successorship**

In the event of a change in employer status, employees will retain all of their rights under the Collective 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: Co-operation**

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 the policy herein expressed.

Any new employee shall be introduced to the Shop Steward by his/her 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 the employee working his/her 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/her 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 Supervisor for a leave of absence. If unavoidably prevented from reporting, he/she must give notice to his/her Supervisor, 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 a.m. 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 Company will provide a general wage increase of 2.5% in each of the first two years of the agreement and 2% for each of the three subsequent years, effective May 1 in each year of the agreement.

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:

	% of base pay
8:00 am to 8:00 pm	2.50%
8:00 pm to 8:00 am	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:

	% of base pay
8:00 am to 4:00 pm	2.00%
4:00 pm to 12:00 am	3.55%
12:00 am to 8:00 am	4.50%

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

	% of base pay
4:00 pm to 12:00 am	2.25%
12:00 am to 8:00 am	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:

	% of base pay
4:00 pm to 12:00am	2.25%
12:00 am to 8:00 am	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.

**Section 3: Newsprint Price Trigger Bonus**

1. The Company will provide the local union a five hundred (\$500) dollar bonus for each active employee per calendar quarter for each calendar quarter that the RISI Westcoast Benchmark Newsprint price for 48.8 gsm averages over six hundred (\$600) dollars US/MT for the quarter.
2. Initially the Newsprint Price Trigger Bonus will be used to establish a fund for the sole purpose of funding pension bridge benefits from age sixty (60) to age sixty-one (61). The first \$4.1 million will be directed to the union for this purpose.
3. The bridge benefit will be paid from age sixty (60) to age sixty-one (61) from this fund consistent with existing requirements at twenty (\$20) per month per year of service.

4. Proceeds beyond the initial \$4.1 million will be distributed by the Company to the local union.

### **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/she would normally have worked, will be reimbursed by the Company for the difference between the pay received in such 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 employees will be reimbursed by the Company for the difference between the pay received for such duty and his/her straight time rate of pay for his/her 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 fide 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:

	Length of Vacation	Vacation Pay, being the greater of:
An employee who is on the payroll on May 1st, who has been continuously employed during the qualifying period, and who has:		-% of the total wages earned by the employee during the preceding vacation period <b>or</b> - hours pay at the hourly rate of the employee's regular job.
A) been employed for less than one year and does not qualify under (B) below;	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.	4-1/2% or NIL hours
B) been employed for less than one year but has worked not less than 1500 hours during the preceding vacation period or been employed for not less than one year and who has worked not less than 1200 hours during the preceding		

	Length of Vacation	Vacation Pay, being the greater of:
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 him/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/her 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 recognized 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 authorized 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 non-occupational 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 fide sickness, or other bona fide reason approved by the Company, prevents him/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, a Day Worker will be granted eight (8) hours pay on the straight time rate of the employee's regular job (Tour Workers covered by C.W.W. agreements will be granted twelve (12) hours), subject to the following for all employees:

- (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.
- (c) 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 Pulp and Paper Industry Pension Plan Trust established pursuant to the Pulp and Paper Pension Plan and the Pulp and Paper Industry Trust Agreement made effective January 1, 1975 and as amended from time to time.

### **Section 2: Contributions**

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

	May 1, 2003	Jan. 1, 2004	Jan. 1, 2005	Jan. 1, 2006	Jan. 1, 2007
Company	10%	10%	10%	10%	10%
Employee	3.0%	4.5%	6%	7%	8%

The Union agrees to provide the Company with audited financial statements and actuarial valuations as per the plan.

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 1997-1998 strike based on the plan minimum.

### **Section 3: Board of Trustees**

The Company agrees to the revised governance of the plan as proposed below:

- 3 Trustees appointed by the member employers
- 3 Trustees elected or appointed by the CEP
- 3 Trustees elected or appointed by the PPWC

### **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.

### **Section 5: Bridge Benefit**

Bridging is paid directly by the Company to employees aged 61 or older who opt to retire early. Present bridging is \$20/month/yr of service. The bridging will not be payable beyond age 65.

An employee who chooses to retire at age 60 shall have access to the bridging benefit paid by the Company when they reach age 61. From the date the fund in Article VII is established, the bridge benefit from age 60 until he/she reach age 61 will be paid from the fund.

## **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 fide 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.

(e) 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 mechanization, 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/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 SEVERANCE ALLOWANCE	45 weeks	1800 hours
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\*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 of two (2) weeks pay per year of service to a maximum of fifty-two (52) weeks. This calculation is based on his/her years of employment during his/her last period of continuous service and is computed on the basis of forty (40) straight time hours per week 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.

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%

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.

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 minimize 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/her 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/her 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 recognize 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 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 Chairs 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 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 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, 2003 to midnight April 30, 2008, and thereafter from year to year subject to the conditions as set out in Sections 2 to 5 which follow hereunder.

**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, 2008, but in any event not later than midnight, April 30, 2008, 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, NorskeCanada Elk Falls Division (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:

NORM FACEY  
VICE PRESIDENT  
NORSKECANADA – ELK FALLS  
DIVISION

MIKE ADAMSCHEK  
PRESIDENT  
COMMUNICATION, ENERGY AND  
PAPERWORKERS UNION, LOCAL 630

**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, 2003	May 1, 2004	May 1, 2005	May 1, 2006	May 1, 2007
	Labour Rate	22.930	23.505	23.975	24.455	24.945
<b>STOCK PREPARATION</b>						
33	Stock Prep Leadman	29.855 E	30.600 E	31.210 E	31.835 E	32.470 E
19	Stockman - #5 PM	26.865 E	27.535 E	28.085 E	28.645 E	29.220 E
16	Stock Prep Asst. #1 & #2	26.240 E	26.895 E	27.435 E	27.985 E	28.545 E
5	Groundwood Tester	23.895 E	24.490 E	24.980 E	25.480 E	25.990 E
3	Beater Utility (Local 1123)	23.495 E	24.080 E	24.560 E	25.050 E	25.550 E
<b>FINISHING</b>						
20	Lead Operator – Scale	27.080 E	27.755 E	28.310 E	28.875 E	29.455 E
11	Utility Scale	25.180 E	25.810 E	26.325 E	26.850 E	27.385 E
8	#4 Rewinder Operator	24.520 E	25.135 E	25.640 E	26.155 E	26.680 E
6	Label Operator	24.110 E	24.715 E	25.210 E	25.715 E	26.230 E
4	Header Operator	23.690 E	24.280 E	24.765 E	25.260 E	25.765 E
2	<i>#5 Sorter Feeder</i>					
1	Sorter Operator PM1	23.105 E	23.685 E	24.160 E	24.645 E	25.140 E
<b>PAPER LAB</b>						
21	Paper Technician	27.305 E	27.990 E	28.550 E	29.120 E	29.700 E
13	Process Technician	25.590 E	26.230 E	26.755 E	27.290 E	27.835 E
11	Wet Lab Technician	25.180 E	25.810 E	26.325 E	26.850 E	27.385 E
8	Paper Quality Technician	24.520 E	25.135 E	25.640 E	26.155 E	26.680 E
0	Relief Technician	22.930	23.505	23.975	24.455	24.945
<b>PULP LAB</b>						
	Senior Pulp Technician	27.305	27.990	28.550	29.120	29.700
17	Sr. Laboratory Technician	26.440 E	27.100 E	27.640 E	28.195 E	28.760 E
15	Process Technician	26.025 E	26.675 E	27.210 E	27.755 E	28.310 E
12	Environmental Technician	25.390 E	26.025 E	26.545 E	27.075 E	27.615 E
6	Pulp Quality Technician	24.110 E	24.715 E	25.210 E	25.715 E	26.230 E
6	Laboratory Technician	24.110 E	24.715 E	25.210 E	25.715 E	26.230 E
0	Relief Technician	22.930	23.505	23.975	24.455	24.945
<b>Paper Machines – Miscellaneous</b>						
48	Clothing Man	33.045 E	33.870 E	34.545 E	35.235 E	35.940 E
	Clothing & Clean-up:					
17	- over 18 months	26.440 E	27.100 E	27.640 E	28.195 E	28.760 E
11	- 13 - 18 months	25.180 E	25.810 E	26.325 E	26.850 E	27.385 E
7	- 7 - 12 months	24.325 E	24.935 E	25.435 E	25.945 E	26.465 E
3	- 0 - 6 months	23.495 E	24.080 E	24.560 E	25.050 E	25.550 E
	Spare & Clean-up	22.930	23.505	23.975	24.455	24.945



		May 1, 2003	May 1, 2004	May 1, 2005	May 1, 2006	May 1, 2007
<b>MACHINE ROOM</b>						
	<b>No. 1 Paper Machine - News (Rates – Bracket 80) (Width of Machine 280")</b>					
	Machine Tender	37.280	38.210	38.975	39.755	40.550
	Back Tender	34.325	35.185	35.890	36.610	37.340
	Winderman	31.455	32.240	32.885	33.545	34.215
	Fourth Hand	27.315	28.000	28.560	29.130	29.715
	Fifth Hand	26.165	26.820	27.355	27.900	28.460
	Sixth Hand	24.685	25.300	25.805	26.320	26.845
10	Tester – PM 1&2	24.950 E	25.575 E	26.085 E	26.605 E	27.135 E
	<b>No. 2 Paper Machine - News (Rates – Bracket 80) (Width of Machine 260")</b>					
	Machine Tender	37.280	38.210	38.975	39.755	40.550
	Back Tender	34.325	35.185	35.890	36.610	37.340
	Winderman	31.455	32.240	32.885	33.545	34.215
	Fourth Hand	27.315	28.000	28.560	29.130	29.715
	Fifth Hand	26.165	26.820	27.355	27.900	28.460
	Sixth Hand	24.685	25.300	25.805	26.320	26.845
	<b>No. 4 Paper Machine - Specialty Paper</b>					
	Relief Supervisor	36.110	37.010	37.750	38.505	39.275
47	Machine Tender	32.825 E	33.645 E	34.320 E	35.005 E	35.705 E
	Stockman	30.500	31.265	31.890	32.530	33.180
36	Back Tender	30.500 E	31.265 E	31.890 E	32.530 E	33.180 E
22	Winderman	27.505 E	28.195 E	28.760 E	29.335 E	29.920 E
13	Tester	25.590 E	26.230 E	26.755 E	27.290 E	27.835 E
12	Fourth Hand	25.390 E	26.025 E	26.545 E	27.075 E	27.615 E
11	Stock Prep Helper	25.180 E	25.810 E	26.325 E	26.850 E	27.385 E
9	Stock Utility Driver	24.740 E	25.360 E	25.865 E	26.380 E	26.910 E
7	Fifth Hand	24.325 E	24.935 E	25.435 E	25.945 E	26.465 E
	<b>No. 5 Paper Machine - News (Rates – Bracket 105) (Width of Machine 360")</b>					
	Machine Tender	39.070	40.045	40.845	41.660	42.495
	Back Tender	36.080	36.980	37.720	38.475	39.245
	Winderman	33.245	34.075	34.755	35.450	36.160
	Fourth Hand	28.495	29.205	29.790	30.385	30.995
	Fifth Hand	27.315	28.000	28.560	29.130	29.715
	Sixth Hand	25.305	25.940	26.460	26.990	27.530

**C.E.P. LOCAL 630 - B.C. NEWSPRINT WAGE SCHEDULE**

SPEED IN FT. PER MINUTE	WIDTH OF MACHINE IN INCHES															
	2	2	2	2	2	2	2	3	3	3	3	3	3	3	3	3
	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2200 - 2249	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65
2250 - 2299	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66
2300 - 2349	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67
2350 - 2399	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68
2400 - 2449	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69
2450 - 2499	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70
2500 - 2549	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71
2550 - 2599	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72
2600 - 2649	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73
2650 - 2699	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74
2700 - 2749	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75
2750 - 2799	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76
2800 - 2849	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77
2850 - 2899	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78
2900 - 2949	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79
2950 - 2999	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80
3000 - 3049	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81
3050 - 3099	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82
3100 - 3149	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83
3150 - 3199	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84
3200 - 3249	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85
3250 - 3299	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86
3300 - 3349	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87
3350 - 3399	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88
3400 - 3449	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89
3450 - 3499	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90
3500 - 3549	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91
3550 - 3599	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92
3600 - 3649	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93
3650 - 3699	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94
3700 - 3749	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95
3750 - 3799	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96
3800 - 3849	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97
3850 - 3899	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98
3900 - 3949	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99
3950 - 3999	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
4000 - 4049	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101
4050 - 4099	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102
4100 - 4149	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103
4150 - 4199	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104
4200 - 4249	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105
4250 - 4299	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106
4300 - 4349	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107
4350 - 4399	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108
4400 - 4449	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109
4450 - 4499	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110
4500 - 4549	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	
4550 - 4599	97	98	99	100	101	102	103	104	105	106	107	108	109	110		

**B.C. NEWSPRINT SCHEDULE**  
**May 1, 2003**

<b>Bracket Number</b>	<b>M.T.</b>	<b>B.T.</b>	<b>WINDER</b>	<b>4TH HAND</b>	<b>5TH HAND</b>	<b>6TH HAND</b>
61	35.485	32.910	30.035	26.485	25.395	24.325
62	35.610	32.995	30.120	26.500	25.440	24.335
63	35.725	33.075	30.195	26.540	25.460	24.345
64	35.845	33.145	30.270	26.580	25.490	24.350
65	35.940	33.235	30.340	26.620	25.540	24.385
66	36.065	33.295	30.415	26.675	25.580	24.385
67	36.190	33.395	30.485	26.690	25.590	24.420
68	36.305	33.460	30.545	26.730	25.630	24.420
69	36.420	33.520	30.635	26.755	25.645	24.430
70	36.535	33.595	30.700	26.835	25.695	24.430
71	36.610	33.675	30.775	26.870	25.750	24.470
72	36.700	33.750	30.870	26.925	25.790	24.485
73	36.770	33.825	30.945	26.995	25.845	24.510
74	36.835	33.885	31.010	27.050	25.875	24.520
75	36.910	33.975	31.090	27.075	25.950	24.550
76	36.995	34.055	31.165	27.110	25.985	24.590
77	37.055	34.100	31.220	27.175	26.030	24.600
78	37.135	34.200	31.305	27.210	26.080	24.610
79	37.200	34.240	31.360	27.275	26.100	24.640
80	37.280	34.325	31.455	27.315	26.165	24.685
81	37.355	34.400	31.525	27.345	26.225	24.715
82	37.415	34.460	31.580	27.405	26.255	24.740
83	37.500	34.525	31.655	27.445	26.295	24.750
84	37.555	34.605	31.735	27.500	26.355	24.800
85	37.620	34.670	31.805	27.535	26.405	24.810
86	37.715	34.750	31.870	27.610	26.440	24.825
87	37.770	34.820	31.950	27.645	26.495	24.855
88	37.840	34.890	32.000	27.690	26.540	24.875
89	37.925	34.955	32.095	27.710	26.600	24.920
90	37.975	35.030	32.155	27.810	26.645	24.940
91	38.070	35.095	32.210	27.845	26.685	24.950
92	38.130	35.165	32.310	27.870	26.735	24.980
93	38.195	35.245	32.365	27.920	26.770	24.995
94	38.270	35.310	32.440	27.960	26.835	25.045
95	38.345	35.375	32.520	28.020	26.865	25.055
96	38.395	35.470	32.590	28.070	26.915	25.075
97	38.480	35.510	32.650	28.115	26.965	25.100
98	38.560	35.600	32.725	28.165	27.015	25.125
99	38.620	35.670	32.800	28.210	27.070	25.170
100	38.705	35.730	32.880	28.255	27.090	25.185
101	38.775	35.800	32.960	28.300	27.120	25.205
102	38.860	35.865	33.025	28.365	27.185	25.225
103	38.925	35.940	33.095	28.415	27.225	25.255
104	38.990	36.010	33.170	28.460	27.280	25.270
105	39.070	36.080	33.245	28.495	27.315	25.305
106	39.140	36.145	33.315	28.535	27.345	25.330
107	39.210	36.215	33.395	28.600	27.405	25.350
108	39.290	36.290	33.460	28.650	27.440	25.380
109	39.350	36.355	33.530	28.695	27.480	25.400

110	39.435	36.440	33.610	28.735	27.535	25.435
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**B.C. NEWSPRINT SCHEDULE**  
**May 1, 2004**

<b>Bracket Number</b>	<b>M.T.</b>	<b>B.T.</b>	<b>WINDER</b>	<b>4TH HAND</b>	<b>5TH HAND</b>	<b>6TH HAND</b>
61	36.370	33.735	30.785	27.145	26.030	24.935
62	36.500	33.820	30.875	27.165	26.075	24.945
63	36.620	33.900	30.950	27.205	26.095	24.955
64	36.740	33.975	31.025	27.245	26.125	24.960
65	36.840	34.065	31.100	27.285	26.180	24.995
66	36.965	34.125	31.175	27.340	26.220	24.995
67	37.095	34.230	31.245	27.355	26.230	25.030
68	37.215	34.295	31.310	27.400	26.270	25.030
69	37.330	34.360	31.400	27.425	26.285	25.040
70	37.450	34.435	31.465	27.505	26.335	25.040
71	37.525	34.515	31.545	27.540	26.395	25.080
72	37.620	34.595	31.640	27.600	26.435	25.095
73	37.690	34.670	31.720	27.670	26.490	25.125
74	37.755	34.730	31.785	27.725	26.520	25.135
75	37.835	34.825	31.865	27.750	26.600	25.165
76	37.920	34.905	31.945	27.790	26.635	25.205
77	37.980	34.955	32.000	27.855	26.680	25.215
78	38.065	35.055	32.090	27.890	26.730	25.225
79	38.130	35.095	32.145	27.955	26.755	25.255
80	38.210	35.185	32.240	28.000	26.820	25.300
81	38.290	35.260	32.315	28.030	26.880	25.335
82	38.350	35.320	32.370	28.090	26.910	25.360
83	38.440	35.390	32.445	28.130	26.950	25.370
84	38.495	35.470	32.530	28.190	27.015	25.420
85	38.560	35.535	32.600	28.225	27.065	25.430
86	38.660	35.620	32.665	28.300	27.100	25.445
87	38.715	35.690	32.750	28.335	27.155	25.475
88	38.785	35.760	32.800	28.380	27.205	25.495
89	38.875	35.830	32.895	28.405	27.265	25.545
90	38.925	35.905	32.960	28.505	27.310	25.565
91	39.020	35.970	33.015	28.540	27.350	25.575
92	39.085	36.045	33.120	28.565	27.405	25.605
93	39.150	36.125	33.175	28.620	27.440	25.620
94	39.225	36.195	33.250	28.660	27.505	25.670
95	39.305	36.260	33.335	28.720	27.535	25.680
96	39.355	36.355	33.405	28.770	27.590	25.700
97	39.440	36.400	33.465	28.820	27.640	25.730
98	39.525	36.490	33.545	28.870	27.690	25.755
99	39.585	36.560	33.620	28.915	27.745	25.800
100	39.675	36.625	33.700	28.960	27.765	25.815
101	39.745	36.695	33.785	29.010	27.800	25.835
102	39.830	36.760	33.850	29.075	27.865	25.855
103	39.900	36.840	33.920	29.125	27.905	25.885
104	39.965	36.910	34.000	29.170	27.960	25.900
105	40.045	36.980	34.075	29.205	28.000	25.940
106	40.120	37.050	34.150	29.250	28.030	25.965
107	40.190	37.120	34.230	29.315	28.090	25.985
108	40.270	37.195	34.295	29.365	28.125	26.015

109	40.335	37.265	34.370	29.410	28.165	26.035
110	40.420	37.350	34.450	29.455	28.225	26.070

**B.C. NEWSPRINT SCHEDULE**  
**May 1, 2005**

<b>Bracket Number</b>	<b>M.T.</b>	<b>B.T.</b>	<b>WINDER</b>	<b>4TH HAND</b>	<b>5TH HAND</b>	<b>6TH HAND</b>
61	37.095	34.410	31.400	27.690	26.550	25.435
62	37.230	34.495	31.495	27.710	26.595	25.445
63	37.350	34.580	31.570	27.750	26.615	25.455
64	37.475	34.655	31.645	27.790	26.650	25.460
65	37.575	34.745	31.720	27.830	26.705	25.495
66	37.705	34.805	31.800	27.885	26.745	25.495
67	37.835	34.915	31.870	27.900	26.755	25.530
68	37.960	34.980	31.935	27.950	26.795	25.530
69	38.075	35.045	32.030	27.975	26.810	25.540
70	38.200	35.125	32.095	28.055	26.860	25.540
71	38.275	35.205	32.175	28.090	26.925	25.580
72	38.370	35.285	32.275	28.150	26.965	25.595
73	38.445	35.365	32.355	28.225	27.020	25.630
74	38.510	35.425	32.420	28.280	27.050	25.640
75	38.590	35.520	32.500	28.305	27.130	25.670
76	38.680	35.605	32.585	28.345	27.170	25.710
77	38.740	35.655	32.640	28.410	27.215	25.720
78	38.825	35.755	32.730	28.450	27.265	25.730
79	38.895	35.795	32.790	28.515	27.290	25.760
80	38.975	35.890	32.885	28.560	27.355	25.805
81	39.055	35.965	32.960	28.590	27.420	25.840
82	39.115	36.025	33.015	28.650	27.450	25.865
83	39.210	36.100	33.095	28.695	27.490	25.875
84	39.265	36.180	33.180	28.755	27.555	25.930
85	39.330	36.245	33.250	28.790	27.605	25.940
86	39.435	36.330	33.320	28.865	27.640	25.955
87	39.490	36.405	33.405	28.900	27.700	25.985
88	39.560	36.475	33.455	28.950	27.750	26.005
89	39.655	36.545	33.555	28.975	27.810	26.055
90	39.705	36.625	33.620	29.075	27.855	26.075
91	39.800	36.690	33.675	29.110	27.895	26.085
92	39.865	36.765	33.780	29.135	27.955	26.115
93	39.935	36.845	33.840	29.190	27.990	26.130
94	40.010	36.920	33.915	29.235	28.055	26.185
95	40.090	36.985	34.000	29.295	28.085	26.195
96	40.140	37.080	34.075	29.345	28.140	26.215
97	40.230	37.130	34.135	29.395	28.195	26.245
98	40.315	37.220	34.215	29.445	28.245	26.270
99	40.375	37.290	34.290	29.495	28.300	26.315
100	40.470	37.360	34.375	29.540	28.320	26.330
101	40.540	37.430	34.460	29.590	28.355	26.350
102	40.625	37.495	34.525	29.655	28.420	26.370
103	40.700	37.575	34.600	29.710	28.465	26.405
104	40.765	37.650	34.680	29.755	28.520	26.420
105	40.845	37.720	34.755	29.790	28.560	26.460
106	40.920	37.790	34.835	29.835	28.590	26.485
107	40.995	37.860	34.915	29.900	28.650	26.505
108	41.075	37.940	34.980	29.950	28.690	26.535

109	41.140	38.010	35.055	30.000	28.730	26.555
110	41.230	38.095	35.140	30.045	28.790	26.590



**B.C. NEWSPRINT SCHEDULE**  
**May 1, 2006**

<b>Bracket Number</b>	<b>M.T.</b>	<b>B.T.</b>	<b>WINDER</b>	<b>4TH HAND</b>	<b>5TH HAND</b>	<b>6TH HAND</b>
61	37.835	35.100	32.030	28.245	27.080	25.945
62	37.975	35.185	32.125	28.265	27.125	25.955
63	38.095	35.270	32.200	28.305	27.145	25.965
64	38.225	35.350	32.280	28.345	27.185	25.970
65	38.325	35.440	32.355	28.385	27.240	26.005
66	38.460	35.500	32.435	28.445	27.280	26.005
67	38.590	35.615	32.505	28.460	27.290	26.040
68	38.720	35.680	32.575	28.510	27.330	26.040
69	38.835	35.745	32.670	28.535	27.345	26.050
70	38.965	35.830	32.735	28.615	27.395	26.050
71	39.040	35.910	32.820	28.650	27.465	26.090
72	39.135	35.990	32.920	28.715	27.505	26.105
73	39.215	36.070	33.000	28.790	27.560	26.145
74	39.280	36.135	33.070	28.845	27.590	26.155
75	39.360	36.230	33.150	28.870	27.675	26.185
76	39.455	36.315	33.235	28.910	27.715	26.225
77	39.515	36.370	33.295	28.980	27.760	26.235
78	39.600	36.470	33.385	29.020	27.810	26.245
79	39.675	36.510	33.445	29.085	27.835	26.275
80	39.755	36.610	33.545	29.130	27.900	26.320
81	39.835	36.685	33.620	29.160	27.970	26.355
82	39.895	36.745	33.675	29.225	28.000	26.380
83	39.995	36.820	33.755	29.270	28.040	26.395
84	40.050	36.905	33.845	29.330	28.105	26.450
85	40.115	36.970	33.915	29.365	28.155	26.460
86	40.225	37.055	33.985	29.440	28.195	26.475
87	40.280	37.135	34.075	29.480	28.255	26.505
88	40.350	37.205	34.125	29.530	28.305	26.525
89	40.450	37.275	34.225	29.555	28.365	26.575
90	40.500	37.360	34.290	29.655	28.410	26.595
91	40.595	37.425	34.350	29.690	28.455	26.605
92	40.660	37.500	34.455	29.720	28.515	26.635
93	40.735	37.580	34.515	29.775	28.550	26.655
94	40.810	37.660	34.595	29.820	28.615	26.710
95	40.890	37.725	34.680	29.880	28.645	26.720
96	40.945	37.820	34.755	29.930	28.705	26.740
97	41.035	37.875	34.820	29.985	28.760	26.770
98	41.120	37.965	34.900	30.035	28.810	26.795
99	41.185	38.035	34.975	30.085	28.865	26.840
100	41.280	38.105	35.065	30.130	28.885	26.855
101	41.350	38.180	35.150	30.180	28.920	26.875
102	41.440	38.245	35.215	30.250	28.990	26.895
103	41.515	38.325	35.290	30.305	29.035	26.935
104	41.580	38.405	35.375	30.350	29.090	26.950
105	41.660	38.475	35.450	30.385	29.130	26.990
106	41.740	38.545	35.530	30.430	29.160	27.015
107	41.815	38.615	35.615	30.500	29.225	27.035
108	41.895	38.700	35.680	30.550	29.265	27.065

109	41.965	38.770	35.755	30.600	29.305	27.085
110	42.055	38.855	35.845	30.645	29.365	27.120

**B.C. NEWSPRINT SCHEDULE**  
**May 1, 2007**

<b>Bracket Number</b>	<b>M.T.</b>	<b>B.T.</b>	<b>WINDER</b>	<b>4TH HAND</b>	<b>5TH HAND</b>	<b>6TH HAND</b>
61	38.590	35.800	32.670	28.810	27.620	26.465
62	38.735	35.890	32.770	28.830	27.670	26.475
63	38.855	35.975	32.845	28.870	27.690	26.485
64	38.990	36.055	32.925	28.910	27.730	26.490
65	39.090	36.150	33.000	28.955	27.785	26.525
66	39.230	36.210	33.085	29.015	27.825	26.525
67	39.360	36.325	33.155	29.030	27.835	26.560
68	39.495	36.395	33.225	29.080	27.875	26.560
69	39.610	36.460	33.325	29.105	27.890	26.570
70	39.745	36.545	33.390	29.185	27.945	26.570
71	39.820	36.630	33.475	29.225	28.015	26.610
72	39.920	36.710	33.580	29.290	28.055	26.625
73	40.000	36.790	33.660	29.365	28.110	26.670
74	40.065	36.860	33.730	29.420	28.140	26.680
75	40.145	36.955	33.815	29.445	28.230	26.710
76	40.245	37.040	33.900	29.490	28.270	26.750
77	40.305	37.095	33.960	29.560	28.315	26.760
78	40.390	37.200	34.055	29.600	28.365	26.770
79	40.470	37.240	34.115	29.665	28.390	26.800
80	40.550	37.340	34.215	29.715	28.460	26.845
81	40.630	37.420	34.290	29.745	28.530	26.880
82	40.695	37.480	34.350	29.810	28.560	26.910
83	40.795	37.555	34.430	29.855	28.600	26.925
84	40.850	37.645	34.520	29.915	28.665	26.980
85	40.915	37.710	34.595	29.950	28.720	26.990
86	41.030	37.795	34.665	30.030	28.760	27.005
87	41.085	37.880	34.755	30.070	28.820	27.035
88	41.155	37.950	34.805	30.120	28.870	27.055
89	41.260	38.020	34.910	30.145	28.930	27.105
90	41.310	38.105	34.975	30.250	28.980	27.125
91	41.405	38.175	35.035	30.285	29.025	27.135
92	41.475	38.250	35.145	30.315	29.085	27.170
93	41.550	38.330	35.205	30.370	29.120	27.190
94	41.625	38.415	35.285	30.415	29.185	27.245
95	41.710	38.480	35.375	30.480	29.220	27.255
96	41.765	38.575	35.450	30.530	29.280	27.275
97	41.855	38.635	35.515	30.585	29.335	27.305
98	41.940	38.725	35.600	30.635	29.385	27.330
99	42.010	38.795	35.675	30.685	29.440	27.375
100	42.105	38.865	35.765	30.735	29.465	27.390
101	42.175	38.945	35.855	30.785	29.500	27.415
102	42.270	39.010	35.920	30.855	29.570	27.435
103	42.345	39.090	35.995	30.910	29.615	27.475
104	42.410	39.175	36.085	30.955	29.670	27.490
105	42.495	39.245	36.160	30.995	29.715	27.530
106	42.575	39.315	36.240	31.040	29.745	27.555
107	42.650	39.385	36.325	31.110	29.810	27.575
108	42.735	39.475	36.395	31.160	29.850	27.605

109	42.805	39.545	36.470	31.210	29.890	27.625
110	42.895	39.630	36.560	31.260	29.950	27.660

**ELK FALLS CEP LOCAL #1123**

**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.

	<b>May 1, 2003</b>	<b>May 1, 2004</b>	<b>May 1, 2005</b>	<b>May 1, 2006</b>	<b>May 1, 2007</b>
<b>MECHANICS</b>					
A Mechanic Journeyman	30.355	31.115	31.735	32.370	33.015
B Mechanic	28.135	28.840	29.415	30.005	30.605
C+ Mechanic	25.855	26.500	27.030	27.570	28.120
C Mechanic	24.775	25.395	25.905	26.425	26.955
D Mechanic	24.360	24.970	25.470	25.980	26.500
<b>APPRENTICES</b>					
5th Year Apprentice	30.355	31.115	31.735	32.370	33.015
4th Year Apprentice	28.135	28.840	29.415	30.005	30.605
3rd Year Apprentice	25.855	26.500	27.030	27.570	28.120
2nd Year Apprentice	24.775	25.395	25.905	26.425	26.955
1st Year Apprentice	24.360	24.970	25.470	25.980	26.500
Labour Rate	22.930	23.505	23.975	24.455	24.945
<b>MECHANICS</b>					
Trade Utility:					
- after 18 months	23.225	23.805	24.280	24.765	25.260
- Next 12 months	23.010	23.585	24.055	24.535	25.025
- 0 - 6 months	22.930	23.505	23.975	24.455	24.945
Roll Grinder	30 cents above A Mechanic Journeyman Rate				
Large Lathe	30 cents above A Mechanic Journeyman Rate				
Roll Balancer	30 cents above A Mechanic Journeyman Rate				
<b>MISCELLANEOUS MAINTENANCE</b>					
* Lubrication Mechanic	28.135	28.840	29.415	30.005	30.605
9 Kraft Mill Oiler	24.740 E	25.360 E	25.865 E	26.380 E	26.910 E
9 News Machine Oiler	24.740 E	25.360 E	25.865 E	26.380 E	26.910 E
9 #3 & #4 Machine Area Oiler	24.740 E	25.360 E	25.865 E	26.380 E	26.910 E
9 TMP Oiler	24.740 E	25.360 E	25.865 E	26.380 E	26.910 E
7 Lime Plant Recast Oiler	24.325 E	24.935 E	25.435 E	25.945 E	26.465 E
6 Conveyor Oiler	24.110 E	24.715 E	25.210 E	25.715 E	26.230 E
8 Water Supply Mtce. Man	24.520 E	25.135 E	25.640 E	26.155 E	26.680 E
15 Knife & Slitter Grinderman	26.025 E	26.675 E	27.210 E	27.755 E	28.310 E
3 Jackhammerman	23.495 E	24.080 E	24.560 E	25.050 E	25.550 E
3 Insulator Helper	23.495 E	24.080 E	24.560 E	25.050 E	25.550 E
<b>Tool Crib Attendant/Repairman:</b>					
9 - 0 - 12 months	24.740 E	25.360 E	25.865 E	26.380 E	26.910 E
11 - 13 - 18 months	25.180 E	25.810 E	26.325 E	26.850 E	27.385 E
15 - 19 - 24 months	26.025 E	26.675 E	27.210 E	27.755 E	28.310 E
19 - Over 24 months	26.865 E	27.535 E	28.085 E	28.645 E	29.220 E
<b>Salvage:</b>					

		<b>May 1, 2003</b>	<b>May 1, 2004</b>	<b>May 1, 2005</b>	<b>May 1, 2006</b>	<b>May 1, 2007</b>
2	- 0 - 6 months	23.305 E	23.890 E	24.370 E	24.855 E	25.350 E
5	- 7 - 12 months	23.895 E	24.490 E	24.980 E	25.480 E	25.990 E
6	- Over 12 months	24.110 E	24.715 E	25.210 E	25.715 E	26.230 E
	<b>Garage Serviceman:</b>					
4	- 0 - 3 months	23.690 E	24.280 E	24.765 E	25.260 E	25.765 E
6	- 4 - 6 months	24.110 E	24.715 E	25.210 E	25.715 E	26.230 E
8	- 7 -12 months	24.520 E	25.135 E	25.640 E	26.155 E	26.680 E
10	- Over 12 months	24.950 E	25.575 E	26.085 E	26.605 E	27.135 E
1	Machine Shop Cleanup & Utility	23.105 E	23.685 E	24.160 E	24.645 E	25.140 E
	Lubrication mechanic's rate will be paid after three (3) years as an Oiler provided Lubrication Mechanic duties are performed.					
	<b>BOOM</b>					
31	Skipper-Seymour Crown - 350T - Masters Ticket	29.430 E	30.165 E	30.770 E	31.385 E	32.015 E
29	Skipper - Seymour Crown - Small Craft Certificate	28.995 E	29.720 E	30.315 E	30.920 E	31.540 E
20	Lead Boomman	27.080 E	27.755 E	28.310 E	28.875 E	29.455 E
14	Dominion Dredge	25.815 E	26.460 E	26.990 E	27.530 E	28.080 E
11	Boatman - Bankia	25.180 E	25.810 E	26.325 E	26.850 E	27.385 E
10	Licensed Deckhand - Seymour Crown	24.950 E	25.575 E	26.085 E	26.605 E	27.135 E
8	Deckhand - Seymour Crown	24.520 E	25.135 E	25.640 E	26.155 E	26.680 E
7	Deckhand - Bankia	24.325 E	24.935 E	25.435 E	25.945 E	26.465 E
8	Dredge Swamper	24.520 E	25.135 E	25.640 E	26.155 E	26.680 E
7	Boomman	24.325 E	24.935 E	25.435 E	25.945 E	26.465 E
17	Float Building & Maintenance Man	26.440 E	27.100 E	27.640 E	28.195 E	28.760 E
	<b>CHIP HANDLING</b>					
22	Colby Crane Operator - Leadhand	27.505 E	28.195 E	28.760 E	29.335 E	29.920 E
15	Colby Crane Operator	26.025 E	26.675 E	27.210 E	27.755 E	28.310 E
12	#3 Pile Equipment Operator - Cat 824	25.390 E	26.025 E	26.545 E	27.075 E	27.615 E
11	Barge Equipment Operator	25.180 E	25.810 E	26.325 E	26.850 E	27.385 E
11	Equipment Operator	25.180 E	25.810 E	26.325 E	26.850 E	27.385 E
9	Chip Screen Tender	24.740 E	25.360 E	25.865 E	26.380 E	26.910 E
6	Sludge Conveyor Equip. Operator	24.110 E	24.715 E	25.210 E	25.715 E	26.230 E
2	Equip Utility Man	23.305 E	23.890 E	24.370 E	24.855 E	25.350 E
1	Conveyor Utility Man	23.105 E	23.685 E	24.160 E	24.645 E	25.140 E
	<b>THERMO MECHANICAL PULPING</b>					
42	TMP Operator A	31.770 E	32.565 E	33.215 E	33.880 E	34.560 E
28	TMP Operator B	28.775 E	29.495 E	30.085 E	30.685 E	31.300 E
12	Peroxide Bleach Plant Operator	25.390 E	26.025 E	26.545 E	27.075 E	27.615 E
12	Equipment Operator	25.390 E	26.025 E	26.545 E	27.075 E	27.615 E
7	TMP Operator C	24.325 E	24.935 E	25.435 E	25.945 E	26.465 E
1	Clean Up & Utility	23.105 E	23.685 E	24.160 E	24.645 E	25.140 E
	<b>KRAFT COOKING</b>					
	Relief Supervisor	36.110	37.010	37.750	38.505	39.275

		May 1, 2003	May 1, 2004	May 1, 2005	May 1, 2006	May 1, 2007
31	Cooking Systems Operator	29.430 E	30.165 E	30.770 E	31.385 E	32.015 E
25	Continuous Digester Operator	28.155 E	28.860 E	29.435 E	30.025 E	30.625 E
19	Batch Digester Operator	26.865 E	27.535 E	28.085 E	28.645 E	29.220 E
17	Causticizing Operator	26.440 E	27.100 E	27.640 E	28.195 E	28.760 E
15	Lime Kiln Operator	26.025 E	26.675 E	27.210 E	27.755 E	28.310 E
1/2	Utility Relief	23.005 E	23.580 E	24.050 E	24.530 E	25.020 E
1/2	Clean-up	23.005 E	23.580 E	24.050 E	24.530 E	25.020 E
<b>KRAFT BLEACHING</b>						
	Relief Supervisor	36.110	37.010	37.750	38.505	39.275
26	Senior Bleach Operator	28.370 E	29.080 E	29.660 E	30.255 E	30.860 E
20	Operating Assistant	27.080 E	27.755 E	28.310 E	28.875 E	29.455 E
16	Chemi-Washer Operator	26.240 E	26.895 E	27.435 E	27.985 E	28.545 E
16	Washing/Screening Operator	26.240 E	26.895 E	27.435 E	27.985 E	28.545 E
1/2	Utility Relief	23.005 E	23.580 E	24.050 E	24.530 E	25.020 E
12	Chemical Unloader	25.390 E	26.025 E	26.545 E	27.075 E	27.615 E
<b>FOURDRINIER PULP MACHINE</b>						
	Relief Supervisor	36.110	37.010	37.750	38.505	39.275
33	Machine Tender	29.855 E	30.600 E	31.210 E	31.835 E	32.470 E
25	Back Tender	28.155 E	28.860 E	29.435 E	30.025 E	30.625 E
12	Balerman	25.390 E	26.025 E	26.545 E	27.075 E	27.615 E
7	Tester (Local 630)	24.325 E	24.935 E	25.435 E	25.945 E	26.465 E
7	Power Lift Operator	24.325 E	24.935 E	25.435 E	25.945 E	26.465 E
2	Utility	23.305 E	23.890 E	24.370 E	24.855 E	25.350 E
<b>MACHINE ROOM</b>						
3	Beater Utility Man	23.495 E	24.080 E	24.560 E	25.050 E	25.550 E
1	Clean-up and Utility	23.105 E	23.685 E	24.160 E	24.645 E	25.140 E
<b>CORE DEPARTMENT</b>						
5	Core Utility - Lift Operator	23.895 E	24.490 E	24.980 E	25.480 E	25.990 E
5	Core Cutter	23.895 E	24.490 E	24.980 E	25.480 E	25.990 E
1	Core Helper	23.105 E	23.685 E	24.160 E	24.645 E	25.140 E
<b>STEAM PLANT</b>						
41	Recovery Engineer, Sr., 3rd	31.555 E	32.345 E	32.990 E	33.650 E	34.325 E
39	Assistant Shift Engineer, 3rd	31.130 E	31.910 E	32.550 E	33.200 E	33.865 E
29	Recovery Engineer, Jr., 3rd	28.995 E	29.720 E	30.315 E	30.920 E	31.540 E
25	Asst. Shift Engineer, Jr., 3rd	28.155 E	28.860 E	29.435 E	30.025 E	30.625 E
24	Turbine Service Eng., 3rd	27.930 E	28.630 E	29.205 E	29.790 E	30.385 E
22	S.E.T. Engineer, 4th	27.505 E	28.195 E	28.760 E	29.335 E	29.920 E
20	#2 Recovery Fireman, 4th	27.080 E	27.755 E	28.310 E	28.875 E	29.455 E
16	Assistant Engineer, 4th	26.240 E	26.895 E	27.435 E	27.985 E	28.545 E
15	#1 Recovery Fireman, 4th	26.025 E	26.675 E	27.210 E	27.755 E	28.310 E
4	Utility - Power Plant (No ticket)	23.690 E	24.280 E	24.765 E	25.260 E	25.765 E

		May 1, 2003	May 1, 2004	May 1, 2005	May 1, 2006	May 1, 2007
4	Utility - Recovery (No ticket)	23.690 E	24.280 E	24.765 E	25.260 E	25.765 E
3	#5 P.B. Lubrication	23.495 E	24.080 E	24.560 E	25.050 E	25.550 E
1	Conveyorman	23.105 E	23.685 E	24.160 E	24.645 E	25.140 E
1	Salt Cake - Janitor	23.105 E	23.685 E	24.160 E	24.645 E	25.140 E
	Repair Engineer, 3rd - Over 6 months	30.355	31.115	31.735	32.370	33.015
9	Repairman, 4th	24.740 E	25.360 E	25.865 E	26.380 E	26.910 E
<b>MILLSTORES</b>						
13	Receiver	25.590 E	26.230 E	26.755 E	27.290 E	27.835 E
10	Assistant Receiver	24.950 E	25.575 E	26.085 E	26.605 E	27.135 E
8	Storesman: - Over 12 months	24.520 E	25.135 E	25.640 E	26.155 E	26.680 E
4	- 7 - 12 months	23.690 E	24.280 E	24.765 E	25.260 E	25.765 E
2	- 0 - 6 months	23.305 E	23.890 E	24.370 E	24.855 E	25.350 E
3	Utility Truck Driver	23.495 E	24.080 E	24.560 E	25.050 E	25.550 E
<b>YARD</b>						
23	Vehicle Crew Lead Hand	27.705 E	28.400 E	28.970 E	29.550 E	30.140 E
22	Mobile Crane (40 Ton)	27.505 E	28.195 E	28.760 E	29.335 E	29.920 E
15	Mobile Crane (28 Ton)	26.025 E	26.675 E	27.210 E	27.755 E	28.310 E
14	Mobile Crane (15 Ton)	25.815 E	26.460 E	26.990 E	27.530 E	28.080 E
11	Mobile Crane (8 Ton)	25.180 E	25.810 E	26.325 E	26.850 E	27.385 E
10	Yard Power Saw Repairs-Major	24.950 E	25.575 E	26.085 E	26.605 E	27.135 E
1	Mobile Crane Helper	23.105 E	23.685 E	24.160 E	24.645 E	25.140 E
8	Cat Operator - D8	24.520 E	25.135 E	25.640 E	26.155 E	26.680 E
7	Large Fork Lift	24.325 E	24.935 E	25.435 E	25.945 E	26.465 E
7	Front End Loader	24.325 E	24.935 E	25.435 E	25.945 E	26.465 E
9	Cat Operator - D5	24.740 E	25.360 E	25.865 E	26.380 E	26.910 E
6	Power Lift (Fork)	24.110 E	24.715 E	25.210 E	25.715 E	26.230 E
4	Truck Driver	23.690 E	24.280 E	24.765 E	25.260 E	25.765 E
8	Ships Gear Repairs	24.520 E	25.135 E	25.640 E	26.155 E	26.680 E
	Ships Lineman - (Handling Deepsea Ships)	26.090	26.740	27.275	27.820	28.375
	Air Winch Operator					
1	Railway Track Repairs	23.105 E	23.685 E	24.160 E	24.645 E	25.140 E
15	Rigger	26.025 E	26.675 E	27.210 E	27.755 E	28.310 E
4	Rigger's Mate	23.690 E	24.280 E	24.765 E	25.260 E	25.765 E
1	Rigger's Helper	23.105 E	23.685 E	24.160 E	24.645 E	25.140 E
4	Chip Truck Driver	23.690 E	24.280 E	24.765 E	25.260 E	25.765 E
5	Truck Driver-Tandem axle	23.895 E	24.490 E	24.980 E	25.480 E	25.990 E
4	Road Sweeper Operator	23.690 E	24.280 E	24.765 E	25.260 E	25.765 E
1	Waste Hog Operator	23.105 E	23.685 E	24.160 E	24.645 E	25.140 E
1/2	Gardener	23.005 E	23.580 E	24.050 E	24.530 E	25.020 E
	Yard Equipment Operator	22.930	23.505	23.975	24.455	24.945
0	Yard Swamper (Lumber)	22.930 E	23.505 E	23.975 E	24.455 E	24.945 E
<b>WAREHOUSE</b>						
16	Checker/Dispatcher	26.240 E	26.895 E	27.435 E	27.985 E	28.545 E
10	Power Lift Operator News	24.950 E	25.575 E	26.085 E	26.605 E	27.135 E
<b>RAILWAY</b>						



		May 1, 2003	May 1, 2004	May 1, 2005	May 1, 2006	May 1, 2007
14	Engineer	25.815 E	26.460 E	26.990 E	27.530 E	28.080 E
10	Brakeman - Head	24.950 E	25.575 E	26.085 E	26.605 E	27.135 E
6	Brakeman	24.110 E	24.715 E	25.210 E	25.715 E	26.230 E
<b>DEEP SEA SHIP LOADING</b>						
	Dock Foreman	26.870	27.540	28.090	28.650	29.225
	Loading Foreman	28.660	29.375	29.965	30.565	31.175
	Winch Operator - Double	27.440	28.125	28.690	29.265	29.850
	Winch Operator - Single	26.945	27.620	28.170	28.735	29.310
	Hatch Tender	26.945	27.620	28.170	28.735	29.310
	Power Lift Operator in Hold	26.945	27.620	28.170	28.735	29.310
	Lead Holdman	26.945	27.620	28.170	28.735	29.310
	Holdman	26.540	27.205	27.750	28.305	28.870
	Slingman	26.090	26.740	27.275	27.820	28.375
	Power Lift to ship's side	25.145	25.775	26.290	26.815	27.350
	Power Lift Operator (loading out in warehouse)	25.145	25.775	26.290	26.815	27.350
	Tractor Operator - large	24.615	25.230	25.735	26.250	26.775
<b>GANTRY CRANE SHIPS &amp; STAR BULK CARRIERS</b>						
	Loading Foreman	29.000	29.725	30.320	30.925	31.545
	Gantry Crane Operator	27.995	28.695	29.270	29.855	30.450
	Holdman	26.540	27.205	27.750	28.305	28.870
	Ship Utility	26.540	27.205	27.750	28.305	28.870
	Power Lift Operator	25.145	25.775	26.290	26.815	27.350
	Tractor Operator (large)	24.615	25.230	25.735	26.250	26.775
<b>DEEP SEA BARGE LOADING</b>						
	Loading Foreman	28.660	29.375	29.965	30.565	31.175
	Barge Tender	26.945	27.620	28.170	28.735	29.310
	Crane Operator (double winch)	27.440	28.125	28.690	29.265	29.850
	Power Lift in Barge	26.945	27.620	28.170	28.735	29.310
	Holdman (Dunnage Man)	26.540	27.205	27.750	28.305	28.870
	Slingman	26.090	26.740	27.275	27.820	28.375
	Power Lift Operator (Warehouse) or Dock	25.145	25.775	26.290	26.815	27.350
	Tractor Operator - Large	24.615	25.230	25.735	26.250	26.775
<b>BARGE - COASTAL</b>						
19	Leadhand Barge	26.865 E	27.535 E	28.085 E	28.645 E	29.220 E
10	Power Lift	24.950 E	25.575 E	26.085 E	26.605 E	27.135 E
6	Tractor Operator	24.110 E	24.715 E	25.210 E	25.715 E	26.230 E
4	Bargeman	23.690 E	24.280 E	24.765 E	25.260 E	25.765 E
0	Yard Swamper	22.930 E	23.505 E	23.975 E	24.455 E	24.945 E
<b>FIRST AID / SECURITY</b>						
12	First Aid Attendant - Level III Unrestricted	25.390 E	26.025 E	26.545 E	27.075 E	27.615 E

		May 1, 2003	May 1, 2004	May 1, 2005	May 1, 2006	May 1, 2007
11	First Aid Attendant - Level III Restricted	25.180 E	25.810 E	26.325 E	26.850 E	27.385 E
12	Plant Protection Patrolman - Level III Unrestricted	25.390 E	26.025 E	26.545 E	27.075 E	27.615 E
11	Plant Protection Patrolman - Level III Restricted	25.180 E	25.810 E	26.325 E	26.850 E	27.385 E
3	Construction Gate Attendant	23.495 E	24.080 E	24.560 E	25.050 E	25.550 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

### **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.

**JOB EVALUATION PLAN  
CONVERSION TABLE BY STEPS**

<b>STEP</b>	<b>MAY 01/03</b>	<b>MAY 01/04</b>	<b>MAY 01/05</b>	<b>MAY 01/06</b>	<b>MAY 01/07</b>
BASE	22.930	23.505	23.975	24.455	24.945
1/2	23.005	23.580	24.050	24.530	25.020
1	23.105	23.685	24.160	24.645	25.140
2	23.305	23.890	24.370	24.855	25.350
3	23.495	24.080	24.560	25.050	25.550
4	23.690	24.280	24.765	25.260	25.765
5	23.895	24.490	24.980	25.480	25.990
6	24.110	24.715	25.210	25.715	26.230
7	24.325	24.935	25.435	25.945	26.465
8	24.520	25.135	25.640	26.155	26.680
9	24.740	25.360	25.865	26.380	26.910
10	24.950	25.575	26.085	26.605	27.135
11	25.180	25.810	26.325	26.850	27.385
12	25.390	26.025	26.545	27.075	27.615
13	25.590	26.230	26.755	27.290	27.835
14	25.815	26.460	26.990	27.530	28.080
15	26.025	26.675	27.210	27.755	28.310
16	26.240	26.895	27.435	27.985	28.545
17	26.440	27.100	27.640	28.195	28.760
18	26.660	27.325	27.870	28.425	28.995
19	26.865	27.535	28.085	28.645	29.220
20	27.080	27.755	28.310	28.875	29.455
21	27.305	27.990	28.550	29.120	29.700
22	27.505	28.195	28.760	29.335	29.920

<b>STEP</b>	<b>MAY 01/03</b>	<b>MAY 01/04</b>	<b>MAY 01/05</b>	<b>MAY 01/06</b>	<b>MAY 01/07</b>
23	27.705	28.400	28.970	29.550	30.140
24	27.930	28.630	29.205	29.790	30.385
25	28.155	28.860	29.435	30.025	30.625
26	28.370	29.080	29.660	30.255	30.860
27	28.565	29.280	29.865	30.460	31.070
28	28.775	29.495	30.085	30.685	31.300
29	28.995	29.720	30.315	30.920	31.540
30	29.225	29.955	30.555	31.165	31.790
31	29.430	30.165	30.770	31.385	32.015
32	29.640	30.380	30.990	31.610	32.240
33	29.855	30.600	31.210	31.835	32.470
34	30.070	30.820	31.435	32.065	32.705
35	30.275	31.030	31.650	32.285	32.930
36	30.500	31.265	31.890	32.530	33.180
37	30.700	31.465	32.095	32.735	33.390
38	30.905	31.680	32.315	32.960	33.620
39	31.130	31.910	32.550	33.200	33.865
40	31.345	32.130	32.775	33.430	34.100
41	31.555	32.345	32.990	33.650	34.325
42	31.770	32.565	33.215	33.880	34.560
43	31.980	32.780	33.435	34.105	34.785
44	32.190	32.995	33.655	34.330	35.015
45	32.405	33.215	33.880	34.560	35.250
46	32.630	33.445	34.115	34.795	35.490
47	32.825	33.645	34.320	35.005	35.705
48	33.045	33.870	34.545	35.235	35.940
49	33.255	34.085	34.765	35.460	36.170
50	33.465	34.300	34.985	35.685	36.400
51	33.685	34.525	35.215	35.920	36.640
52	33.885	34.730	35.425	36.135	36.860
53	34.100	34.955	35.655	36.370	37.095
54	34.325	35.185	35.890	36.610	37.340
55	34.525	35.390	36.100	36.820	37.555
56	34.750	35.620	36.330	37.055	37.795
57	34.955	35.830	36.545	37.275	38.020
58	35.165	36.045	36.765	37.500	38.250
59	35.375	36.260	36.985	37.725	38.480
60	35.600	36.490	37.220	37.965	38.725
61	35.815	36.710	37.445	38.195	38.960
62	36.020	36.920	37.660	38.415	39.185
63	36.230	37.135	37.880	38.640	39.415
64	36.450	37.360	38.105	38.865	39.640
65	36.650	37.565	38.315	39.080	39.860

## **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 Communications, 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 Officers 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 "1". 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**

For the term of this agreement, coverage limits for Group Term Life Insurance, Accidental Death and Dismemberment (AD&D) Insurance and Non-occupational Accident and Sickness Insurance will be adjusted from their May 1, 2002 limits in each year of the agreement consistent with the percentage increase in general wage rates.

	<u>Group Term Life</u>	<u>AD&amp;D</u>
May 1, 2003	\$ 82,000.00	\$ 82,000.00
May 1, 2004	\$ 84,050.00	\$ 84,050.00
May 1, 2005	\$ 85,750.00	\$ 85,750.00
May 1, 2006	\$ 87,450.00	\$ 87,450.00
May 1, 2007	\$ 89,200.00	\$ 89,200.00

Hourly Job Rate *	Non-Occupational Weekly Accident & Sickness Insurance				
	May 1, 2003	May 1, 2004	May 1, 2005	May 1, 2006	May 1, 2007
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	580			
23.75 but less than 24.00	585	585	585		
24.00 but less than 24.25	590	590	590		
24.25 but less than 24.50	595	595	595	595	
24.50 but less than 24.75	600	600	600	600	
24.75 but less than 25.00	605	605	605	605	605
25.00 but less than 25.25	610	610	610	610	610
25.25 but less than 25.50	615	615	615	615	615
25.50 but less than 25.75	620	620	620	620	620
25.75 but less than 26.00	625	625	625	625	625
26.00 but less than 26.25	630	630	630	630	630
26.25 but less than 26.50	635	635	635	635	635
26.50 or over	640				
26.50 but less than 26.75		640	640	640	640
26.75 but less than 27.00		645	645	645	645
27.00 but less than 27.25		650	650	650	650
27.25 or over		655			
27.25 but less than 27.50			655	655	655
27.50 but less than 27.75			660	660	660
27.75 but less than 28.00			665	665	665
28.00 or over			670		
28.00 but less than 28.25				670	670
28.25 but less than 28.50				675	675
28.50 but less than 28.75				680	680
28.75 or over				685	
28.75 but less than 29.00					685
29.00 but less than 29.25					690
29.25 but less than 29.50					695
29.50 or over					700

\* **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

Non-occupational Accident and Sickness Insurance, Long Term Disability Plan

Company	70%
Employee	30%

The Company agrees to reimburse employees for the costs of medical forms and specialist reports when required by the WI and LTD carriers. This is agreed on the basis that the Company will be reimbursed by the carrier.

## **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 interpretations 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 the following Dispute Resolution process.

1. Where the insurance carrier has denied an employee Weekly Indemnity or Long Term Disability benefits, the issues shall be referred to a Joint Union-Management Committee.

To assist in the appeal of the denial of benefits, in addition to a standard Weekly Indemnity or Long Term Disability claim form from the employee's physician, the Employer shall, within seven days, confirm the following documentation has been forwarded to the carrier (with copies to the Union committee);

- a) a complete job description
- b) a physical demands analysis which indicates in detail the demands of the particular occupation

From these documents an evaluation is made to identify the essential and peripheral elements of the particular occupation. With input from the Employer, these evaluations will ensure an appropriate identification of the key or essential elements of a particular occupation.

2. In the event the employee's claim is further denied and the employee wishes to further appeal the decision the carrier, the claimant may, within fourteen days, refer the denial of benefit to the Joint Union-Management Committee.

If the Committee is unable to resolve the disputed claim, the issue will, within fourteen days, be referred to a third party for resolution.

3. The mutually agreed upon third party shall have the right to review the claim file, require further examinations or testing of the claimant by a specialist. Costs incurred for medical examination or specialist testing shall be borne by the carrier. The costs of the third party shall be born equally by the Union and the Employer.
4. The third party will endeavor to complete the assessment and reach a decision on the issue under appeal within fourteen days of referral.
5. The decision of the third party shall be binding upon the parties and the carrier.

## **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 twelve (12) 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 \$3,500 per person for all services provided by an Orthodontist.

**B. Co-Insurance**

In respect of Benefits (i) to (vii), the Plan will provide reimbursement of 90% of eligible expenses.

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 *they were* 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/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.
- (4) (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 entitles 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 trades people 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/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, *they* 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 pass 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/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/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 trades 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/she is given less than forty-eight (48) hours notice that it is to be changed to Friday. He/she 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/she is called back at 1 p.m. Saturday to work four (4) hours in the afternoon, are he/she 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/her designated day off, are eliminated from inclusion in the forty-four (44) hour week (amended to 40 hours 1952-53).

(c) **Section 2: Overtime, (2) Tour Workers**

**Definition of What Constitutes a Mate at Powell River.** (Page 312, 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 (b) 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 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.

## **Article XXXI - Adjustment of Complaints**

### **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.

September 3, 2002

**Mr. Dave Coles**  
**Vice-President, Region IV**  
**Communications, Energy and Paperworkers Union**  
**#540-1199 West Pender St.**  
**Vancouver, B.C. V5E 2R1**

Dear Dave,

**LETTER OF UNDERSTANDING - APPRENTICESHIPS**

On successful completion of the required period of vocational school training, the Company will reimburse out-of-town expenses to a maximum of two (2) hours pay per day at the first year apprentice rate on a seven (7) day basis while in attendance at school. 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.

Yours very truly,

Ron Buchhorn  
Vice President, Human Resources

September 3, 2002

**Mr. Dave Coles**  
**Vice-President, Region IV**  
**Communications, Energy and Paperworkers Union**  
**#540-1199 West Pender St.**  
**Vancouver, B.C. V5E 2R1**

Dear Dave,

**Re: Letter of Understanding - Rehiring**

The following practice will be observed during the 2003-2008 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/she fails to accept an offered position. Those hired under this practice will be new employees."

Yours very truly,

Ron Buchhorn  
Vice President, Human Resources

**September 3, 2002**

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

Dear Dave:

**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,

Ron Buchhorn  
Vice President, Human Resources

**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 XXV of this 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.

Note: Effective April 30, 2003 all flexible work practice payments will be rolled into the wage rates.

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/her trade is performing his trade core duties.
14. The Company agrees that no employees regular job rate will be reduced when *they are* 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 President and CEO of NorskeCanada Ltd.
  - Senior Vice- President of Operations
  - Vice President of Human Resources
  - Each Division Vice-President
  - Each Division Human Resources Director
  - Each NorskeCanada Local Union President (or designate)
  - One additional delegate from each Local

The Company will reimburse the Local Union for wage loss and expenses incurred by two (2) delegates for attending the President's Council meetings.

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.
18. With respect to the implementation of flexible work practices at the NorskeCanada mills, the parties agree that they will consult with respect to ways and means to avoid jurisdictional disputes between the unions.



September 2, 2002

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

Dear Dave:

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,

Ron Buchhorn  
Vice President, Human Resources

September 2, 2002

LETTER FROM PRESIDENT OF NORSKECANADA TO THE C.E.P.

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, 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 Wages

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.

September 2, 2002

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

Dear Dave,

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,

Ron Buchhorn  
Vice President, Human Resources

September 3, 2002

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

Dear Dave,

**Re: Commitment to Employment**

Protecting and enhancing employment in the pulp and paper industry is a joint commitment of the Company and the Union. The Company and the Union 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 Union will establish a joint committee on employment opportunities. The joint committee will be made up of Local Union representatives, mill management representatives, representatives of the CEP National office and NorskeCanada Limited.
2. The joint committee will examine ways to enhance employment opportunities through new work arrangements, including reduced overtime and working time alternatives. The company agrees to provide the joint committee with relevant information to ensure an informed discussion of the issues.
3. The joint committee will make recommendations to the parties on enhanced employment opportunities and make recommendations no later than March 31, 2004,
4. Both parties undertake to give active consideration to all recommendations and vigorously work towards implementation of recommendations where agreement is reached.

Yours truly,

Ron Buchhorn  
Vice-President, Human Resources

September 3, 2002

**LETTER OF UNDERSTANDING**  
**TRADES QUALIFICATIONS**

CEP and NorskeCanada both clearly recognize the critical nature of apprenticeship training and certified trades qualifications mechanisms. It is no secret that British Columbia is facing a skills shortage and the pulp and paper industry is not exempt from this impending crisis.

The parties agree to work cooperatively on the issues of workplace and trades training. The union and the company agree that closer cooperation will help protect them against any changes that could negatively impact the skill levels and portability of tradepersons in BC.

The parties agree to the establishment of a committee comprised of management representatives of NorskeCanada and appropriate representatives of the CEP to develop a strategy of maintaining the principles of certified trades training for British Columbia and the opportunity for workers to participate in inter-provincial qualifications examinations.

The parties agree to approach other like-minded employers to extend an invitation to join in the efforts of the committee as outlined above. The parties also agree that all recommendations from this committee will be communicated collectively to the provincial government.

This committee will be established within one month from the date of this letter.

Dave Coles  
Vice-President  
Western Region

Ron Buchhorn  
Vice-President, Human Resources  
NorskeCanada

**CEP LOCAL 630 - CODIFICATION OF LOCAL AGREEMENTS  
MAY 1, 2003 TO APRIL 30, 2008**

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**CODIFICATION OF LOCAL AGREEMENTS - CEP LOCAL 630**  
**May 1, 2003 to April 30, 2008**

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 *they* go 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 - 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. 3 - 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 1) 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 any 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/her qualifications and his/her past performance, and as to entry on the bottom rung of a progression ladder, means, in addition, his/her 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. 4 - Meal Tickets**

The value of a meal ticket will be 80% of base rate (rounded to the nearest 5 cents).

The Company will work with the Local Union to explore ways to provide a hot meal as an alternative to a meal ticket.

#### **ITEM NO. 5 - 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:



Effective May 1, 2003: 75% of the cost of one or more pair to a maximum of \$300 in a two (2) year period.  
Effective May 1, 2006: 75% of the cost of one or more pair to a maximum of \$300 in a two (2) year period.

NOTE: The first two (2) year period will begin on May 1, 2003 and subsequent periods every two (2) years thereafter.

**ITEM NO. 6- 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. 7 - 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. 8 - Compressed Work Week Banking - Day Off**

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.

**ITEM NO. 9- Compressed Work Week Rotations**

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.

**ITEM NO. 10 - Compressed Work Week Assignment  
- Day Worker**

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.

**ITEM NO. 11 - Compressed Work Week Relief Policy**

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.

**ITEM NO. 12 - Spareboard**

- a) 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.
- b) The Spareboard employees will, in concept and where appropriate, be included in the Department's vacation policy and vacation allotment.

**ITEM NO. 13 - 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. 14 - 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.

The parties have agreed to resolve the issue of Extended Health Care Benefits for Retirees based on the attached Letter of Understanding – Retirees Extended Health Benefits.

**ITEM NO. 15 - 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. 16 - Newsprint Machines and Kraft Mill Relief Pools**

A Newsprint Machines relief pool and a Kraft Mill relief pool will be created on the following conditions:

- a) 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. 17 - 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. 18 - 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.

The parties agree that a review will be conducted in May 2004 to determine if the new payroll system, once upgraded, is deemed capable of performing additional payroll deductions as requested by the Local Union.

**ITEM NO. 19 - 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 NO. 20 - 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 Damaged Prescription Eye Glass Replacement Policy will operate on the following basis. The 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. 21 - 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. 22 - Leave of Absence Policy**

In situations where an employee's entire vacation entitlement has been taken and/or pre-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. 23 - Compressed Work Week - 8 Week Rotation**

The following practise 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. 24 - 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. 25 - Emergency Calls - Clothing Crew**

A clothing crew member called in at night on an emergency job will be paid time and one-half for the duration of the job even if the work extends past 8:00 a.m. of the next morning provided he/she is called in prior to 6:00 a.m. Should he/she be called in after 6:00 a.m., he/she would revert to straight time commencing at 8:00 a.m.

**ITEM NO. 26 - Finishing Room - Additional Personnel**

The Finishing Room Supervisor is advised that if in his/her opinion the production flow requires additional temporary personnel, then such relief can be supplied.

**ITEM NO. 27 - Papermaker Pool**

A) 1 A Papermaker Pool will be established to provide employees to relieve (or perform extra assignments at the direction of supervision) in jobs within Local 630 recognition (i.e. Nos. 1 and 2 Paper Machines; No. 4 Paper Machine; Paper Machine Clothing Crew; Stock Prep.; Technical and Finishing). It is understood that extra Spareboard employees, in addition to Papermaker Pool employees, may be assigned to work in any of the foregoing listed departments.

2 Vacancies in the Papermaker Pool will be filled on the basis of posted job bids, in keeping with the mill job posting principles, or in the absence of applications, the senior qualified Spareboard employee will be assigned to the Papermaker Pool. A Papermaker Pool employee shall have the right to apply for posted jobs in accordance with the mill job posting principles.

3 The size of the Papermaker Pool will be determined by Management. The company does not commit itself to a specific number of Papermaker Pool employees but will initially assign 12 people to the Papermaker Pool.

4 Papermaker Pool employees will be arranged in order of Papermaker Pool seniority, and in the event two employees hold equal Papermaker Pool seniority, mill seniority shall prevail. Papermaker Pool employees will not acquire job nor departmental seniority in the departments in which they are relieving.

5 Permanent job vacancies which develop in entry jobs in progression ladders within Local 630 recognition will be filled in accordance with the mill job posting principles. In the absence of qualified applicants, the senior qualified Papermaker Pool employee will automatically be assigned to the vacancy.

- 6 a) Employees assigned or posting to the Papermaker Pool shall serve a 30-day probationary period in the Papermaker Pool.
- b) Should a Papermaker Pool employee fail, during his/her probationary period in the Papermaker Pool, to meet the requirements of supervision he/she shall be removed from the Papermaker Pool and be returned to his/her former department as provided in the mill job posting principles.
- c) An employee who has passed his/her initial 30-day probationary period in the Papermaker Pool, shall, in addition, serve a 30-day probationary period in any department to which he/she posts or is permanently assigned. If a Papermaker Pool employee fails to meet the requirements in this permanent assignment, he/she shall return to the Papermaker Pool and retain his/her previous Papermaker Pool seniority.
- d) Management's decision regarding probationary employees' ability to adequately perform the requirements of the job shall be final. Management will, however, consider any suggestions by Local 630 regarding probationary employees.

7 It is understood that junior Papermaker Pool employees may at times work at higher wage rated jobs than more senior Pool employees.

8 Papermaker Pool employees who are not assigned by supervision to jobs under Local 630 recognition shall be assigned to the mill Spareboard for other assignments throughout the mill.

9 In the event of curtailment, effected employees holding departmental seniority in Local 630 recognition and for whom no work is available, shall be assigned to the Papermaker Pool in accordance with that departmental seniority but in any case they shall be considered to be senior to the regular Papermaker Pool employees. Qualifications will be a factor in the re-assignment of laid-off employees from the Papermaker Pool.

The foregoing fulfils the Bull Session item agreed to during the 1970 Bull Session negotiations.

B) We will increase to 24 the number of employees on the Spareboard who are designated as Papermaker Pool, on the condition that this be considered the last necessary increment. We will ensure that training requirements are met on the Papermaker Pool and that it is increased over the present practice as we see the need.

**ITEM NO. 28 - Payment for Sunday - Prior to Monday Statutory Holiday**

Elk Falls Management agrees to pay each member of local 1131 who actually works a full shift the Sunday before a recognized statutory holiday which falls on a Monday, eight (8) hours pay on the straight time rate of the employee's regular job in addition to his/her normal Sunday pay. Further, each employee eligible for the additional eight (8) hours pay will be granted one (1) day off to be arranged at a time suitable to the employee and the Company during the following 12 months so that there will be no loss of production. The added pay will be banked and paid at such time the employee takes his/her one (1) day off. In cases of less than eight (8) hours worked, the added pay will be one (1) hour at straight time for each hour worked. In cases where four (4) or more but less than eight (8) hours are worked the employee may elect to take an alternate day off with the appropriate amount of pay or take only the pay. In cases where less than four (4) hours are worked, the employee will only receive the appropriate amount of pay.

In return, Local 1131 agrees to the elimination of the Sunday down before a Monday statutory holiday agreement referred to in a letter dated July 15, 1954 from T.B. Hargreaves to J.H. Torrence (ref - meeting Thursday, May 8, 1952 in Victoria, B.C.).

Signed this 19th day of July, 1973.

**ITEM NO. 29 - W.C.B. First Aid Tickets**

(a) The outside education assistance policy will be modified to include the W.C.B. First Aid Ticket course. It is understood that prior Company approval of the course is required and the 75% refund of the course fee and books is made on successful completion of the course.

(b) 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.

(c) 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.

**ITEM NO. 30 - Paper Machines, Juice Provision**

Each year the company will provide \$500 to each crew (A,B,C,D) on the Paper Machines and to the Clothing Crew to a total of \$2,500 to allow them to purchase juice as necessary.

**ITEM NO. 31 - Elk Falls Emergency Response Crews**

Designated Elk Falls Mill Emergency Response crews will be provided with \$100,000 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. 32 - Emergency Response Crew Bonus**

A 40 cent per hour (\$0.40) 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.

Effective May 1, 2006, this bonus shall increase to fifty cents (\$0.50) per hour.

**ITEM NO. 33 - Protective Clothing**

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

**ITEM NO. 34 - Protective Rain Gear**

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 Millstores. 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.

**ITEM NO. 35 - 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 NO. 36 – Compassionate Benefits**

In the event of a work related death (as defined by the Workers' Compensation Board), the Company will continue the Extended Health Care Benefits for all registered dependents until they reach the age of majority.

**ITEM NO. 37 - Turn Out Gear - Mill ERT Crews**

A personal set of turn out gear will be assigned to each Emergency Response Team (ERT) member for their use while a member of the ERT.

**ITEM NO. 38 – Custom Moulded Hearing Protection**

The Company will provide one (1) pair of Custom Moulded Hearing protection at 100% of the purchase price. Subsequent Custom Moulded Hearing protection will be provided on a fifty/fifty (50/50) cost sharing basis between the Company and the employee.

For the Company:

For the Union:

Norm Facey  
Vice President – Elk Falls Division  
NorskeCanada Limited

Dale Cerny  
President  
Communications, Energy and Paperworkers Union  
– Local 630

**Letter of Understanding  
Retiree Extended Health Care Benefits**

It is agreed that a fund be established to address the issue of ensuring benefit coverage when the retiree or their spouse exceeds the Retiree Extended Health Care Benefit lifetime maximum of \$25,000.

NorskeCanada Limited will provide a lump sum payment of \$100,000.00 into the common fund, for all CEP Locals of NorskeCanada, on May 1 of each contract year. The Union will provide an audited financial report to the Company every year.

For the purpose of union administration of this fund, a committee comprised of one (1) representative from each Local Union and a representative from the CEP Western Region office shall meet following ratification of the Memorandum of Agreement to:

1. Select a fund administrator
2. Develop guidelines for Governance and Investment Issues

The guidelines for Governance and Investment Issues shall be completed within six (6) months following ratification.

The Union shall be solely responsible for the governance and administration of this fund.

Dated this 5<sup>th</sup> day of September 2002.

For the Company

For the Union

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Mark Leitao  
Director, Human Resources

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Mike Adamschek  
President