

LABOUR AGREEMENT

between

Eurocan Pulp & Paper Co.
A Division of West Fraser Mills Ltd.

and

Local 1127
of the
Communications, Energy and Paperworkers
Union of Canada

Effective: May 1, 1994
Expiry: April 30, 1997

104 4401

In this Labour Agreement the Employer is referred to as
"The Company", and the Local Union as "The Union".

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1994 - 1997
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AGREEMENT

ARTICLE I - GENERAL

Section 1: Purpose

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

Section 2: Mutual Responsibilities

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

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 form 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."

ARTICLE II - DEFINITIONS

Wherever used in this Agreement, including Exhibits:

(a) The word EMPLOYEES means all persons on the payroll of Eurocan Pulp. & Paper Co., 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 is usually employed, his 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 particular 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 particular 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 Communications, Energy and Paperworkers Union and the Union as the only agencies representing all employees as defined in this Agreement for the purpose of collective bargaining.

Section 2: Bulletin Boards

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

ARTICLE IV - UNION SECURITY

Section 1: Cooperation

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

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 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 membership in good standing.

Section 4: Application for Membership

No employee shall be subject to any penalties against his 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

A Standing Committee shall be maintained in the following manner:

- 1) The MIL Manager shall appoint a Company Standing Committee of 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 am. Sunday to 8:00 am. Monday) and on holidays as specified in Article XVI of this Agreement.
- (b) For all work in excess of eight (8) hours in any one day.
- (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.

(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 XVI of this Agreement.

(b) For all work in excess of eight (8) hours in any one day 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 mate to exchange shifts with the approval of his 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.

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.

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 a 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 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 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 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 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.

Section 4: Starting and Stopping Work

(a) Tour Workers

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

If a Tour Worker does not report for his regular shift, his mate shall notify the Foreman. He shall remain at his post until a substitute is secured, and, if necessary, he 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 regular shift, unless he has already arranged with his Foreman for a leave of absence. If unavoidably prevented from reporting, he must give notice to his Foreman, or at the office, if reasonably possible, at least four (4) hours before his 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 shall be at his 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 furnished at the expense of the Company to any **Tour** Worker required **to** work more than one (1) consecutive hour beyond their regular scheduled shift. If **the** employee continues to **work**, a meal ticket shall be provided every **four (4)** hours thereafter.

(b) Day Workers

Any Day Worker required to **work** more than one (1) hour beyond **the** end of their regular scheduled eight (8) hour shift, shall be furnished a **meal** ticket at **the** expense **of** the Company. If the employee continues to work, a meal ticket shall be provided every four (4) hours thereafter.

(c) All Workers

Any employee called in for **an** emergency before their shift commences, without time to arrange for their **normal** lunch or meal, will **be** given meal tickets at the usual **meal** hours.

ARTICLE VII - WAGES

Section 1: Wage Scale

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

Section 2: Night Shift Differential

(a) A Night Shift Differential of thirty-one (31) cents per hour will be paid in addition to the hourly rate on all work performed between the hours of 4:00 p.m. and 12:00 midnight, where tour work is scheduled 8-4, 4-12 and 12-8. A Night Shift Differential of fifty (50) cents per hour will be paid in addition to the hourly rate on all work performed between the hours of 12:00 midnight and 8:00 a.m. where tour work is scheduled 8-4, 4-12 and 12-8.

(b) Where tour work is scheduled 7-3, 3-11 and 11-7, the thirty-one (31) cents Night Shift Differential will be paid in addition to the hourly rate on all work performed between the hours of 3:00 p.m. and 11:00 p.m. and the fifty (50) cents Night Shift Differential will be paid in addition to the hourly rate on all work performed between the hours of 11:00 p.m. and 7:00 a.m.

(c) Night Shift Differential will not be paid to Day Workers who are scheduled on the normal day shift but will be paid to Day Workers for work performed on other than the normal day shift hours worked after 4:00 p.m. in accordance with paragraph (a) above, or after 3:00 p.m. in accordance with paragraph (b) above.

(Note: The Company shall not include the Night Shift Differential with any employee's wage rate for the purpose of calculating overtime.)

Section 3: Continuous Operation Premium

Employees who are employed on a continuous 20 or 21 shifts per week schedule will receive thirty-five (35) cents per hour for all hours worked while on that schedule. This premium will be paid in addition to the hourly rate and will be applied in like manner to that of the Night Shift Differential.

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 XXX, 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 **regular** scheduled shift having been ordered to **report** for such work and then no **work** is provided, he shall nevertheless receive two (2) hours pay for **so** reponing.

Section 2: Where Shift Commenced

In any case where an employee **has** commenced his **regular** **scheduled** shift, he 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 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 XVI.
- (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 shall receive one (1) additional Call Time payment if the initial call-in was to perform emergency work and he 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 when 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

Any regular full-time employee who is required to report for Jury Duty, Coroner's Inquest, or who is required to appear as a Crown Witness, on a day on which he would normally have worked, will be reimbursed by the Company for the difference between the pay received for Coroner's Inquest, Jury or Witness Duty and his regular straight time hourly rate of pay for his regularly scheduled hours of work necessarily lost. It is understood that such reimbursement shall not be for hours in excess of eight (8) per day or forty (40) per week, (forty-eight (48) per week where applicable under the forty-two (42) hour averaging schedule). The employee will be required to furnish proof of Coroner's Inquest, Jury or Witness Service and Coroner's Inquest, Jury Duty or Witness pay received.

Hours paid for Coroner's Inquest, Jury Duty or Witness 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 shall be compensated at his regular straight time hourly rate for hours lost from his 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 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: 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 3: 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.

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:	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	% of the total wages earned by the employee during the preceding vacation period	or hours pay at the hourly rate of the employee's regular 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

	Length of Vacation	Vacation Pay, being the greater of:
<p>B) been employed for less than one year but has worked not less than 1500 hours during the preceding vacation period</p> <p>or</p> <p>been employed for not less than one year and who has worked not less than 1200 hours during the preceding vacation period. 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;</p>	<p>2 weeks</p>	<p>4 1/2 % or 80 hours</p>

	Length of Vacation	Vacation Pay, being the greater of:
(C) qualified for their 2nd vacation under this Agreement;	3 weeks	6 1/2% or 120 hours
(D) qualified for their 7th vacation under this Agreement;	4 weeks	8 1/2% or 160 hours
(E) qualified for their 15th vacation under this Agreement;	5 weeks	10 1/2% or 200 hours
(F) qualified for their 24th vacation under this Agreement;	6 weeks	12 1/2% or 240 hours
(G) qualified for their 30th vacation under this Agreement.	7 weeks	14 1/2% or 280 hours

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 vacation.

Section 3: Payment on Termination

In the event an employee's employment terminates either before he becomes entitled to a vacation with pay, or being entitled to it, before he takes it, he 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 belongs in the category of employees described in (A) or (B), (C), (D), (E), (F) or (G) above respectively) of his wages earned during the period of employment ending with his termination in respect of which no vacation or vacation pay to which he 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 as follows:

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 two (2) weeks per year, for which the vacation pay advance has not been paid. Employees may accumulate a maximum of six (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 not exceeding one year, lost as the result of an accident recognized as compensable by the Workers' Compensation Board, suffered during the course of employment, shall be considered as time worked for the purpose of qualifying for vacation. TIME EXCEEDING one (1) year shall be recognized as uninterrupted service for the purpose of establishing vacation time off, 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.

(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 "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 is entitled, become eligible to receive a Supplementary Vacation with pay each five (5) years as set forth below:

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

(b) For the purpose of determining eligibility for Supplementary Vacation, an employee's service shall be calculated from the date of his 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 next earned period of Supplementary Vacation as provided for in Section 1(a) above.

(c) One (1) week's 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 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 employees wish to elect this option, they must advise the Company, in writing, of their 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 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) Production and/or maintenance work may be performed on any statutory holiday excluding those outlined in Section 3(b) below.

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, no work shall be done except as follows:

(1) Any work necessary in the protection of life and Property.

(2) Any major maintenance or repair work, not including machine clothing and wires, which is necessary in order to prevent material subsequent curtailment of employment of a substantial number of employees; provided that no machine or equipment involved in production shall be operated for production purposes during the holiday shutdown period.

(3) Any preparatory work which would result in the resumption of production as early as possible following the end of the holiday, it being understood that:

(i) early start-up will be limited to the last four (4) hours of the holiday;

(ii) start-up crews will be limited to the minimum number and will be filled on a volunteer basis, or scheduled as necessary;

(iii) ~~the~~ four (4) hour limitation does not apply to employees whose regular duties require them to work on recognized holidays.

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 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: 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 scheduled work day before, and his scheduled work day after, such holiday, unless failure to work his scheduled work day before or after the holiday was due to any of the following events:

- (i) When the **employee** is on his **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 **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 **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** 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 **(1) year** from the date of his sickness or injury.

(f) It is understood and agreed, however, that an employee shall not receive the above provided holiday pay if he 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 his working on such holiday.

ARTICLE XVIII · SPECIAL (PERSONAL) FLOATING HOLIDAYS

Section 1: Floating Holidays

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

Section 2: Qualifying Conditions

For each Special (Personal) Floating Holiday taken an employee will be granted eight (8) hours pay on the straight time rate of the employee's regular job subject to the following:

(a) A new employee must have been on the payroll for not less than ninety (90) days to qualify for his first Special (Personal) Floating Holiday and on the payroll for one hundred and eighty (180) days to qualify for his 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 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 Employee Relations Forum.

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

ARTICLE XX - PENSION PLAN

Section 1: The Plan

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

Section 2: Contributions

Contributions are to be made by the Company to the Pension Plan of two dollars and thirty-five cents (\$2.35) effective May 1, 1993, for each hour worked.

Section 3: Board of Trustees

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

Section 4: Existing Plan

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

ARTICLE XXI - SENIORITY

Section 1: Principles

(a) The Company recognizes the principles of seniority in their application to ~~the~~ promotion, **demotion**, transfer, lay-off and **recall**, and the permanent movement from day to shift positions 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 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 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 has accumulated thirty **(30)** working days in a ninety (90) calendar day period, he 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 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 year of 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 last address reported to and received by the mill shall result in his termination of employment with the Company. Bona fide reasons for failure to report shall not deprive an employee of his recall rights.

Section 4: Training

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

(a) Up to five (5) days where the layoff is estimated to be in excess of thirty-five (35) days;

(b) 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;

(c) Where a layoff results from a permanent partial plant closure or a temporary closure in excess of one hundred and eighty (180) days, the Company will participate in a program of training or retraining for another job within the operation 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 Union.

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 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 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 welfare coverage extended by one month for each month in which he 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 employment.

(f) An employee will qualify for a new period of welfare coverage as provided in paragraphs (a) and (b) above if he 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 local 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 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 will be paid an adjusted rate which will be midway between the rate of his regular job at the time of the set-back and the rate of his new regular job. At the end of this twelve (12) month period, the rate of his new regular job will apply. However, such employee will have the option of terminating his employment and accepting severance pay as outlined in Section 6(a) below, provided he 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 employment and accepting Severance pay as outlined in Section 6(a) below if the job should be proved to be unsuitable, provided he exercises his 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 last period of continuous service, it being the choice of the affected employee as to which of such methods of calculation is used:

<u>Years of Employment</u>	<u>Severance Allowance</u>	
	<u>Weeks/Yr.*</u>	<u>% of —</u>
1st ten years	1/2	3%
Subsequent Years	1	2%

Maximum Severance Allowance **45 weeks** **1800 hours**

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

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

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

Where the employee elects the right of recall and seniority **retention** under Article XXI, **the severance allowance will be held** in abeyance for the duration of the recall rights, at which time the employee will be terminated and their severance allowance paid forthwith.

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

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

(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 thirty (30) days notice of closure.

Section 2: Severance Allowance

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

For the first ten (10) years
of employment:.....1 1/2 weeks pay per year.

For subsequent years
of employment:.....1 weeks pay per year.

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

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

ARTICLE XXIV - JOB ELIMINATION

Section 1: Definition

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

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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 thirty (30) 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 option within thirty (30) days of notification that his 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:

<u>Years of Employment</u>	<u>Severance Allowance</u>	
	<u>Weeks/Yr.*</u>	<u>or % of Earnings</u>
1st ten years	1/2	3%
Subsequent Years	1	2%

Maximum Severance Allowance **45 weeks** **1800 hours**

*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 remained at work at forty (40) hours per week to his normal retirement date,

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

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 tradesman or apprentice working in a category ~~outside~~ his trade.

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

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 XXX - 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 local 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 all of the respective mills,

(3) ~~Not more than~~ two (2) accredited delegates from each Local Union may attend the said safety conference and they shall be compensated by their respective companies 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 their companies.

(4) Mill managers, senior company officials, and representative of the Workers' Compensation Board will be encouraged to attend. The attendance of senior company officials and mill managers 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 Employee 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.

The purpose of the **Committee** will be to function as a **communications** group to receive information, **review** problem areas, **and** make appropriate suggestions.

ARTICLE XXX - DISCIPLINARY ACTION

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

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 his/her 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 his/her immediate supervisor, he/she may then initiate a grievance.

Section 1: Grievance Procedure

Step One -- In the event that a written grievance is submitted arising ~~out~~ of the operation of ~~this Agreement~~, except in the ~~cases~~ of discharge or suspension, the employee shall continue to work ~~as~~ per the conditions existing prior to the time that the grievance arose, and ~~any~~ formal meeting ~~to discuss the grievance shall be held in the presence of the shop steward.~~

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

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

Step Four-- If there is no satisfactory resolution at third step then the question may, within seven (7) days upon written request of either Standing Committee be referred to the Resident of the Local and the Senior Mill Manager (or designate) 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.

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

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 shall meet and hear evidence of both sides and render a decision within fifteen (15) days after he has concluded his 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 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 deems fit.

section 5: Expedited Arbitration

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

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

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

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

(e) The Arbitrator will give his decision and his 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 - DURATION AND AMENDING PROCEDURE

Section 1: Term of Agreement

~~This Agreement shall be in effect from midnight April 30, 1994 to midnight April 30, 1997, and thereafter from year to year subject to the conditions as set out in Sections 2 to 5 which follow hereunder.~~

Section 2: Industrial Relations Act

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

Section 3: Notice of Re-opening

This Agreement may be opened for collective bargaining as to changes as follows:

Either party desiring any change shall mail to the other party notice in writing, by registered mail, on or after January 1, 1997, but in any event not later than midnight, April 30, 1997; that a change is desired, and, if no such notice is given by either party on or after the said January 1 and before the said April 30, the earliest time at which such notice may be given by either party is the corresponding period in the following year. All notices given under the provisions herein on behalf of the Union shall be given by the Union (or its representative) and similarly notices on behalf of the Company shall be given by the Resident of the Company (or his 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 up to the expiration of ten (10) days, notice in writing mailed by registered mail to the other party.

IN WITNESS WHEREOF, the undersigned have hereunto set
our signatures this 3rd day of November, 1995.

EUROCAN PULP & PAPER CO.
Kitimat, B. C.

by: Daniel T. Potts . O. Kent Elliott

COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION OF CANADA
Local No. 1127

by: M. Wilson Lynda Spowart

The ~~Communications~~, Energy And Paperworkers Union Of
Canada hereby sanctions and approves this Agreement and
recognizes that the said Agreement is made between the Union
and the Company and hereby agrees to carry out all of the duties
imposed upon the National by the Company and the Union.

COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION OF CANADA
by:

R. Billow

EXHIBITS and APPENDICES.

<u>Page</u>	<u>Subject</u>
A-1	Exhibit "A" -- Job Categories and Wage Rates
B-1	Exhibit "B" -- Job Evaluation Plan
C-1	Exhibit "C" -- Welfare Plan:
C-11	Appendix "1" -- Dental Care Plan
C-14	Appendix "2" -- Long Term Disability Plan Summary
D-1	Exhibit "D" -- Apprenticeship Training Plan,
E-1	Exhibit "E" -- Steam Plant Vocational Leave,

EXHIBIT "A"

JOB CATEGORIES AND WAGE RATES

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

		May 01/94	May 01/95	May 01/96
PAPER MILL				
No. 1 Machine				
(64)	Central Control Operator	29,790	30,875	31,800
(54)	Machine Tender	28,020	28,315	29,920
(50)	Back Tender	27,315	28,315	29,165
(32)	Winder Operator	24,305	25,035	25,785
(18)	4th Hand	21,825	22,480	23,155
(10)	5th Hand	20,395	21,005	21,635
(3)	Utility	19,185	19,760	20,355
No. 2 Machine				
(60)	Central Control Operator	29,265	30,145	31,050
(50)	Machine Tender	27,490	28,315	29,165
(46)	Back Tender	26,790	27,595	28,425
(30)	Winder Operator	23,950	24,670	25,410
(17)	4th Hand	21,635	22,285	22,955
(9)	5th Hand	20,220	20,825	21,450
(3)	Utility Trainee	19,185	19,760	20,355
FINISHING LINE				
(17)	Finishing Line Operator	21,635	22,285	22,955
(5)	Production Helper	19,345	20,700	20,705

MISCELLANEOUS

(11) Additives Attendant	20.585	21.205	21.840
Spare Utility	18.855	19.420	20.005
Day Shift Utility	18.855	19.420	20.005
Shift Repulper Attendant	18.855	19.420	20.005
Paper Mill Relief	18.715	19.275	19.855

TECHNICAL

(9) #1 Paper Tester	20.220	20.825	21.450
(8) #2 Paper Tester	20.040	20.640	21.260
(8) Sample Clerk	20.040	20.640	21.260
(7) Process Tester	19.875	20.470	21.085

Highlighted rates include job evaluation increases effective May 18, 1993; July 1, 1993; January 1, 1994; February 15, 1994; and June 14, 1995.

JOB EVALUATION PLAN CONVERSION STEP TABLE

STEP	MAY 01/94	MAY: 01/95	MAY 01	STEP	MAY 01/94	MAY 01/95	MAY 01/96
Base	18.715	19.275	19.855	31	24.125	24.850	25.595
1/2 B	18.775	19.340	19.920	32	24.305	25.035	25.785
				33	24.485	25.220	25.975
				34	24.660	25.400	26.160
				35	24.835	25.580	26.345
1	18.855	19.420	20.005	36	25.020	25.770	26.545
2	19.025	19.595	20.185	37	25.185	25.940	26.720
3	19.185	19.760	20.355	38	25.355	26.115	26.900
4	19.345	19.925	20.525	39	25.545	26.310	27.100
5	19.515	20.100	20.705	40	25.725	26.495	27.290
6	19.695	20.285	20.895	41	25.900	26.675	27.475
7	19.875	20.470	21.085	42	26.080	26.860	27.665
8	20.040	20.640	21.260	43	26.250	27.040	27.850
9	20.220	20.825	21.450	44	26.430	27.225	28.040
10	20.395	21.005	21.635	45	26.610	27.410	28.230
11	20.585	21.205	21.840	46	26.790	27.595	28.425
12	20.760	21.385	22.025	47	26.955	27.765	28.600
13	20.930	21.560	22.205	48	27.140	27.955	28.795
14	21.115	21.750	22.405	49	27.315	28.135	28.980
15	21.290	21.930	22.590	50	27.490	28.315	29.165
16	21.465	22.110	22.775	51	27.675	28.505	29.360
17	21.635	22.285	22.955	52	27.840	28.675	29.535
18	21.825	22.480	23.155	53	28.020	28.860	29.725
19	21.995	22.655	23.335	54	28.205	29.050	29.920
20	22.170	22.835	23.520	55	28.380	29.230	30.105

STEP	MAY 01/94	MAY 01/95	MAY 01/96	STEP	MAY 01/94	MAY 01/95	MAY 01/96
21	22.355	23.025	23.715	56	28.560	29.415	30.295
22	22.530	23.205	23.900	57	28.730	29.590	30.480
<i>a3</i>	22.700	23.380	24.080	58	28.900	29.765	30.660
24	22.885	23.570	24.275	59	29.080	29.950	30.850
25	23.065	23.755	24.470	60	29.265	30.145	31.050
26	23.240	23.935	24.655	61	29.445	30.330	31.240
27	23.415	24.115	24.840	62	29.615	30.505	31.420
28	23.585	24.295	25.025	63	29.790	30.685	31.605
29	23.765	24.480	25.215	64	29.975	30.875	31.800
30	23.950	24.670	25.410	65	30.145	31.050	31.980

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 "B-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 Communications, Energy and Paperworkers Union of Canada and one (1) representative of the Pulp and Paper Employee 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 Labour Agreement through an Administrative Committee comprised of the Job Evaluation Directors, three (3) designated representatives from the local unions and three (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 National Union or the Company.
 - f) to recommend improvements in the Job Evaluation Plan to an Administrative Committee for consideration. Only with 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 Employee 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 of Canada and the Pulp and Paper Employee Relations **Forum** shall appoint an Independent Review **Officer** for the term of the Collective Agreement.
 - (ii) The Independent Review Officer shall neither be an employee of the Union, Company, nor their agencies.
 - (iii) The Independent Review Officer shall have the authority **to render** decisions **on matters that** have been referred to him which **are** appropriate under the Plan.
 - (iv) **The** Pulp and Paper **Employee** Relations Forum and the Communications, Energy and Paperworkers **Union of** Canada 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) When **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 **quest** 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 particular mill involved. **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 at each mill 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/Fjeld 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 "B-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
Millwrights	Heavy Duty Mechanics
Carpenters	Painters/Masons
Electricians	Roll Grinders
Pipefitters	Instrument Mechanics
Welders	Heat & Frost Insulators
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 signatory to the Labour Agreement 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 out-lined 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 when 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.

(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 May 1, 1993, including Vision Care coverage for employees and eligible dependents 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**

	Group Term Life	AD&D
May 1, 1994	\$61,000	\$61,000
May 1, 1995	\$63,000	\$63,000
May 1, 1996	\$65,000	\$65,000

Hourly Job Rate		Non-Occupational Weekly Accident & Sickness Insurance	
Less than	18.75		480
18.75 but less than	19.00		485
19.00	" " "	19.25	490
19.25	" " "	19.50	495
19.50	" " "	19.75	500
19.75	" " "	20.00	505
20.00	" " "	20.25	510
20.25	" " "	20.50	515
20.50	" " "	20.75	520

Hourly Job Rate				Non-Occupational Weekly Accident & Sickness Insurance
20.75	“	“	21.00	525
21.00	“	“	21.25	530
21.25	“	“	21.50	535
21.50	“	“	21.75	540
21.75	“	“	22.00	545
22.00	“	“	22.25	550
22.25	or over			555
Effective May 1, 1995				
22.25	but less than	22.50		555
22.50	“	“	22.75	560
22.75	“	“	23.00	565
23.00	or over			570
Effective May 1, 1996				
23.00	but less than	23.25		570
23.25	“	“	23.50	575
23.50	“	“	23.75	580
23.75	or over			585

*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 Employee~~ 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~~. If ~~there~~ is only one Union in the mill, the Union Welfare Committee shall consist of not less than two **(2)** and not more ~~than three (3) members~~ and if ~~there are two~~ Unions in the mill it shall consist of not less than **three (3)** nor more than five **(5)** members, it being agreed such ~~conunittee~~ members shall be selected by the Union ~~or~~ Unions ~~concerned~~ 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 May 1 and November 1, will determine their entitlement to Group Life and Accidental Death and Dismemberment; and ~~Waddy~~ Indemnity coverages as outlined in the schedule contained in Exhibit "G". Where an employee's regular duties consist of more than one job, their 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%

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 May 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. Optional Payments under Life Insurance

In **any** case where the **existing** Company plan provides optional **methods** of payment to **the** beneficiary under **the** Life Insurance program, such policy provisions **will** remain in effect.

12. Disputes

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

13. 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 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.

14. 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.

15. 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.

16. Surviving Spouse and Dependent Coverage

where a surviving spouse and dependents 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 three (3) 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 preexisting 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 two-thousand five hundred dollars (\$2,500) 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 80% of eligible expenses.

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

APPENDIX "2"

**PULP AND PAPER INDUSTRY
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.

3. Elimination Period

Benefits commence after the employee has been totally and continuously disabled for fifty-two (52) weeks or has exhausted his 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 member pulp and paper 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 further under (b) above. At the point that he runs out of L.T.D. benefit, he can elect to either retire early or go on disability pension benefit until age sixty-five (65), at which time he 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 further under (b) above. At the point when he runs out of L.T.D. benefit, he 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 own occupation for the first eighteen (18) months of L.T.D. disability payments and thereafter his inability to perform the duties of any occupation for which he 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 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 straight time earnings at date of disability but in no event for more than twenty-four (24) months from the date rehabilitative employment commences.

8. Exclusions

Disabilities resulting from the following are not covered:

(a) War, insurrection, rebellion or service in the armed forces of any country.

(b) Participation in a riot or civil commotion.

(c) Intentionally self-inflicted injuries.

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

9. Pre-Existing Conditions

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

10. Successive Disabilities

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

11. Terminations

Coverage will cease:

- (a) On termination of employment.
- (b) On a date fifty-two (52) weeks prior to an employee's 65th birthday.
- (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 Labour Agreement, in which case coverage under the plan will continue only for the periods specified in the aforementioned sections of the Agreements. In the event an employee becomes totally disabled while covered by this plan under this provision, the elimination period will commence on the date such an employee is scheduled to return to active full-time employment.

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

12. Contribution Waiver

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

CONDITIONS FOR IMPLEMENTING THE PLAN

- (1) The Long Term Disability Plan is payment in kind of the employee's share of the reduction in the Unemployment Insurance Premium resulting from the qualification of the Weekly Indemnity Plan under the Unemployment Insurance Regulations. The full U.I.C. premium reduction including the employee 5/12th's share will be retained by the employer.
- (2) When an employee becomes totally disabled under this plan he or she will be paid any outstanding entitlement with respect to vacations, supplementary vacations, statutory holidays, special (personal) floating holidays, and any half-time portion of banked overtime.
- (3) Upon commencement of L.T.D. benefits all terms and conditions of the Collective Agreement will become inoperative except where provided for in Article 4 (b), (c) and (d) below.
- (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 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 seniority, qualifications and ability to perform the work properly entitle him to.

(e) Active claims as referred to in Section 14 of Exhibit "C" of the Labour Agreement will be defined as that period of time during which an employee is in receipt of weekly indemnity payments only.

EXHIBIT "D"

APPRENTICESHIP TRAINING PROGRAM

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

Carpenter	Millwright
Electrician	Painter/Mason
Heat and Frost Insulator	Pipefitter
Heavy Duty Mechanic	Machinist
Instrument Mechanic	Tinsmith
Refrigeration Mechanic	Welder

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 Apprenticeship or after successful completion of four (4) years, whichever happens sooner, only on the understanding that he completes his full term of training. If the Apprentice refuses to continue his training, he will be removed from the Program with no standing as a Journeyman in his trade.
4. Training syllabus for each trade to be designed to meet the requirements of the particular trade involved.
5. All provisions of the appropriate labour Agreements in effect at the Mill concerned 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 Collective 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 requirements of time served.

Central Advisory Committee

9. Then 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 position by the Joint Apprenticeship Committee and could result in his 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 shall receive the first year apprentice rate.

(b) During each year of Apprenticeship, he 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 term of Apprenticeship and receipt of his 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 successfully passes the examinations. Retroactivity will not apply where re-testing is necessary.

(e) For trades exceeding four (4) years, the following shall be in addition to the above: On successful completion of the fourth period of training at the Vocational School, and having spent twelve (12) months as a fourth year apprentice, he 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 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 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 his employer, an allowance comprised of the difference between his regular straight time rate, based on a forty (40) hour week, and the weekly living allowance granted by the appropriate government authorities. Allowances provided by the employer shall not apply to any periods of retraining as specified in Item 11.

General

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

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

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

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

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

17. Testing of existing "A" and "A+" Mechanics for a certificate of competency shall be at the employee's option. Failure to have obtained a Trade Qualification Certificate shall not prejudice the status of a Journeyman within the Pulp and Paper Industry. Should he 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 shall receive pay, not to exceed four (4) hours, for time lost from work, if he is required to take the test during his regular work schedule. The Company, will pay the fee cost of this first Tradesmen's Qualification Certification examination.

EXHIBIT "E"

STEAMPLANT 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 first week at the School the employee will be evaluated by the school authorities to determine his knowledge of the subject, and if the evaluation is favourable he will continue his 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 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 five (5) 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 first week at the school the employee will be evaluated by the school authorities to determine his knowledge of the subject, and if the evaluation is favourable he will continue his 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 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 first week at the school in each of the above mentioned ~~casts~~ (i) and (ii) the employee will be evaluated by the school authorities to determine his knowledge of the subject, and if the evaluation is favourable he will continue his 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 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 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, his employer will pay him a living out allowance which, combined with any Government living out allowance to which he may be entitled, is equal to the living out allowance he would receive from the appropriate Government authorities as an Apprentice, pursuant to Section 15 of Exhibit "D".

STATEMENTS OF POLICY

1945 - 1997

LABOUR AGREEMENT

Taken from the Transcripts of
Negotiations for Contract Years

1945 - 1952 Inclusive

and from Memoranda issued during
subsequent Wage Conferences

COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION OF CANADA

Local 298

EUROCAN PULP & PAPER CO.

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.

SP-1

STATEMENTS OF POLICY

Article II - Definitions

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

The Union and the Company 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 "Him", (Page 98, 1946 Transcript)

Wherever the word "him" appears in the contract it will be taken as referring to a male or female employee as the case may be.

- (c) 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 Standard Labour Agreement and supersedes all existing local agreements in respect of the computation of overtime for Sunday and Holiday work.

(b) section 2: Overtime, (1) Day Workers

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

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

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

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

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

Clarification of Payment of Overtime to Tour Workers.
(Page 270, 1948 Transcript)

Where a Tour Worker works an extra shift due to the absence of his mate who has given proper notice and the overtime worked by the Tour Worker extends into another day, he will still be paid at the rate of time and one-half.

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 XVI - 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 5.** (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 5(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 XXVII - 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 XXIX - 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 XXX - Adjustment of Complaints

Standing Committee Can Call in Members for Discussion 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 wrying the responsibility for it, the employee being broken in shall receive the hourly rate of his previous regular job.~~"

Miscellaneous

(a) **Painting and Welding Being Done by Other than Regular Painters and Welders.** (Page 137, 1947 Transcript)

Painting - No operator or helper will be required to paint while carrying on his regular operating or helping job.

Welding - Will be done by the regular welding crew except in the case of an emergency where only a qualified senior mechanic may perform this work.

(b) **Rents and Services.** (Page 122, 1947 Transcript)

Services in mill towns include such items as the general store, hospital, living quarters, rent, power, light, water, garbage, etc. In respect to the future, when all controls are eliminated, the Companies' policy will be to provide at all times the best possible services to the people working in these communities at the best possible cost. Profit on service has never been a factor in the Companies' determination of the price of the services.

(c) 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.

(d) Conflict Between B.C. Standard Labour Agreement and Transcript. (Pages 46-7, 1951 Transcript)

Whenever there is a conflict between the B.C. Standard labour Agreement and the Transcript, the Agreement will prevail.

(e) 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.

**LETTERS OF UNDERSTANDING
and
LETTERS OF INTENT**

<u>PAGE</u>	<u>SUBJECT</u>
L-2	Apprenticeship Expenses
L-3	Rehiring
L-4	Introduction Of New Pension Plan
L-6	Long Term Disability Adjustment
L-7	Rehabilitation and Re-Integration Program

LETTER OF UNDERSTANDING
Re: Apprenticeship Expenses

On successful completion of the required period of vocational school training, the Company will reimburse out-of-town expenses to a maximum of twenty dollars (\$20.00) per school day attended to apprentices who qualify for the government living-out allowance. This reimbursement will also apply to Steam Plant personnel.

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

Yours very truly, ,

O. Kent Elliott
Director, Human Resources

LETTER OF UNDERSTANDING
Re: Rehiring

The following practice will be observed during the 1994-97 contract.

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

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

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

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

Yours very truly,

O. Kent Elliott
Director, Human Resources

**Letter From The President Of Eurocan Pulp & Paper Co.
Re: INTRODUCTION OF NEW PENSION PLAN**

a) The Company will provide direction to the Pension Plan employer trustees to support the creation of a new pension plan on the framework and concepts discussed by the Joint Pension Restructuring Committee.

b) The particular features of the new plan must be agreed to by the trustees by September 30, 1996 and would be based on actuarial reviews, the plan's ability to support these features and the extent of Company and employee contributions. In their deliberations in this regard, the trustees will consult with the Joint Pension Restructuring Committee.

c) Subject to the features of the new pension plan being agreed to by the trustees:

The Company and the Unions are agreed upon the principle of matching contributions, as set out below, based on a percentage of employees' hourly wage rates (the definition of "hourly wage rates" shall be subject to determination by the trustees).

To demonstrate their mutual support for and commitment to the new pension plan, the Company and the employees will each contribute one percent (1%) to the new plan effective from January 1, 1997.

Effective on inception of the new plan on January 1, 1997, the current \$2.35 per hour contribution will be converted to a percentage of employees' hourly wage rates. The specific percentage will be determined by the trustees.

Upon inception of the new plan, the Company's one percent (1%) contribution will be in addition to the percentage arising from conversion of the current \$2.35 per hour. It is understood that this overall contribution will continue for a reasonable period of time until the unfunded liability of the existing plan as it relates to past service is sufficiently funded to allow for a reduction of the total company contribution; this matter will be addressed in the renegotiation of future collective agreements.

LETTER OF UNDERSTANDING
Re: Long ~~Term~~ Disability Adjustment

- a) Effective May 1, 1994, an employee who is under sixty (60) years of age and has previously reached his/her ten (10) 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, 1994.

An employee who reaches his/her ten (10) year anniversary on long ~~term~~ disability on May 1, 1994 or later, and is under sixty (60) years of age at that time, 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 the date of that tenth (10th) anniversary.

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

Yours very truly,

O. Kent Elliott
Director, Human Resources

LETTER OF UNDERSTANDING
Re: Rehabilitation and Re-Integration Program

The Company and the Union agree to the establishment of a Joint Union - Management Rehabilitation/Re-integration Committee.

The Committee shall be comprised of up to three (3) representatives each from the Company and the Union.

The purpose of the Committee will be to investigate and make recommendations on the implementation of an effective Rehabilitation/Re-integration Program during the term of this agreement.

The goal of the Program will be to assist workers injured either on or off the job to return to the mainstream of employment at the mill.

Yours very truly,

O. Kent Elliott
Director, Human Resources

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