

**Alberni Specialties  
LABOUR AGREEMENT**

**1994 - 1997**

This **AGREEMENT** made this \_\_\_\_\_ day of  
\_\_\_\_\_, 1994.

BETWEEN **MACMILLAN BLOEDEL LIMITED**  
Alberni Specialties Division

(herinafter referred to as the **Company**)

**PARTY OF THE FIRST PART**

-- AND --

**LOCAL #592** of the **COMMUNICATION ENERGY  
& PAPERWORKERS**

(herinafter referred to as the **Union**)

**PARTY OF THE SECOND PART**

WITNESSETH:



# LABOUR AGREEMENT

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:

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“(1) Every person has the right of equality of opportunity based upon bona fide qualifications in respect of his occupation or employment, or in respect of an intended occupation, employment, advancement, or promotion; and, without limiting the generality of the foregoing,

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

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

- (2) For the purposes of sub-section (1),
- (a) the race, religion, colour, age, marital status, ancestry, place of origin, or political belief of any person or class of persons shall not constitute reasonable cause;
  - (b) a provision respecting Canadian citizenship in any Act constitutes reasonable cause: (1974, Bill 178, s.6)
  - (c) the sex of any person shall not constitute reasonable cause unless it relates to the maintenance of public decency;
  - (d) a conviction for a criminal or summary conviction charge shall not constitute reasonable cause unless such charge relates to the occupation or employment, or to the intended occupation, employment, advancement, or promotion, of a person.
- (3) No provision of this section relating to age shall prohibit the operation of any term of a bona fide retirement, superannuation, or pension plan, or the terms or conditions of any bona fide group or employee insurance plan, or of any bona fide scheme based upon seniority."

## ARTICLE II - DEFINITIONS

Wherever used in this Agreement including Exhibits:

(a) The word EMPLOYEES means all persons on the payroll of the Company at Port Alberni, excepting: those engaged in administration, in actual supervision, in sales, engineering, technical and research, accounting, clerical, stenographics 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., at Port Alberni.

(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 Port Alberni.

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

### ARTICLE III - BARGAINING AGENCY

#### Section 1: Recognition

The Company recognizes the Communication Energy and Paperworkers 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.

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**Section 5: Union Dues Deduction**

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

**ARTICLE V - STANDING COMMITTEE**

Standing Committees shall be maintained in the following manner:

- 16  
(1) The Mill 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 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.  
(c) For work performed on a 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.

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(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: Meals**

##### **(a) Tour Workers**

A hot meal, if not declined, shall be furnished at the usual

meal time by and at the expense of the Company to any Tour Worker required to work more than nine (9) consecutive hours. If he continues to work, a meal which shall be hot if practicable, shall be provided every four (4) hours thereafter. When an employee has to work one extra shift, arrangements shall be made, by the Company, to provide one meal at the start of the shift and another meal or lunch four (4) hours later. The meal shall be eaten on Company time.

**(b) Day Workers**

Any Day worker required to work more than one (1) hour beyond the end of his regular scheduled eight (8) hour shift, shall be furnished a hot meal at the usual meal time by and at the expense of the Company. If he continues to work, a meal which shall be hot if practicable, shall be provided every four (4) hours thereafter.

The meal may be eaten on Company time, or alternatively, the Company may allocate one-half hour and the employee eats on his own time.

**(c) All Workers**

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Any employee called in for an emergency before his shift commences, without time to arrange for his normal lunch or meal, will be given meals, hot if practicable, at the usual meal hours, or as close to that time as can conveniently be arranged.

**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**

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(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, 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, 12-8.

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(b) Where tour work is scheduled 7-3, 3-11, 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 employer 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.

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**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 reporting.

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**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.

B

**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.

48.  
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**(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.

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**ARTICLE XI - 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 XII - 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

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**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.

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**ARTICLE XIII - 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: Steam Plant Leave**

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

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**Section 3: First Aid Certificates**

A First Aid Attendant authorized by the Company to attend classes for obtaining, renewing or upgrading a First Aid Ticket will be compensated for lost regular straight time earnings based on eight (8) hours per day.

**Section 4: Maternity Leave**

The Company will grant extended maternity leave without pay

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 to female employees to a maximum of six (6) weeks in excess of that provided in the Employment Standards Act where there is a valid and documented medical reason applicable to the health or well-being of the mother and/or child.

**Section 5: Other Leave**

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 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 XIV - VACATIONS**

**Section 1: Entitlement**

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

		Vacation Pay being the greater of:
the payroll on May 1st, who has been continuously employed during the qualifying period. and		Vacation Pay, being the greater of % of the total wages earned by the employee during the preceding vacation period or hours pay at the hourly rate of the employee's regular job.
(A) been employed for less than one year and does not qualify under (B) below:	Length of Vacation 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:	54
(B) been employed for less than one year but has worked not less than 1500 hours during the preceding vacation period or been employed for not less than one year and who has worked not less than 1200 hours during the preceding 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 Holiday; 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;	2 weeks	4-1/2% or 80 hours	1-2 55A11
(C) qualified for his 2nd vacation under this Agreement;	3 weeks	6-1/2% or 120 hours	2-3
(D) qualified for his 7th vacation under this Agreement;	4 weeks	8-1/2% or 160 hours	7-4
(E) qualified for his 15th vacation under this Agreement;	5 weeks	10-1/2% or 200 hours	15-5
(F) qualified for his 24th vacation under this Agreement;	6 weeks	12-1/2% or 240 hours	24-6
(G) qualified for his 30th vacation under this Agreement;	7 weeks	14-1/2% or 280 hours	30-7

**Section 2: Additional Pay**

In addition to the vacation pay to which an employee is entitled under Section I above, each employee shall, on qualifying for <sup>55</sup>/<sub>B</sub> vacation under categories (B), (C), (D), (E), (F) or (G) above, be entitled to an additional amount of vacation pay equivalent to ten (10) hours pay at the hourly rate of the employee's regular job in respect of the first week of his 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) Except as provided in Section 4(d) below, vacations with pay are not cumulative and must be taken during the vacation period.
- (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 (1) 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 at mill level.

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 pervious year. such "total wages earned" shall include the amount of vacation pay the employee received in the previous year.

ARTICLE XV • 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)	5-1
After Ten (10)	Two (2)	10-2
After Fifteen (15)	Two (2)	15-2
After Twenty (20)	Three (3)	20-3
After Twenty-Five (25)	Three (3)	25-3
After Thirty (30)	Four (4)	30-4
After Thirty-Five (35)	Four (4)	35-4
After Forty (40)	Five (5)	40-5

(b) For the purpose of determining elibility 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 he taken at a time to he agreed upon by the Company and the employee.

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

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

(d) An employee may elect to take his Supplementary Vacation one day at a time according to the following schedule:  
After 5 years service one (1) day per year

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

If the employee wishes to elect this option, he must advise the Company, in writing, of his 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 XVI - 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

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**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 Worker's 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 XVII - 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 XVIII - 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 XIX – 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

(a) 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.

(b) Pension Plan Lump Sum Payments:

The Company will make the following lump sum payments to the pension plan's unfunded liability for pre-1990 service and will encourage the other Pension Plan Participating Employers to do likewise:

October 1, 1995 - \$1000.00 per employee on the payroll on that date.

January 1, 1996 - \$1000.00 per employee on the payroll on that date.

##### 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.

#### 27A, B, C, D, E. ARTICLE XX – SENIORITY

##### Section 1: Principles

(a) The Company recognizes the principles of seniority in their application to the promotion, demotion, transfer, lay-off, recall and 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 years service up to an additional twenty-four (24) months.

(b) Failure of the employee to report for work within one (1) week of notice by registered mail at his 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 one (1) day where the layoff is estimated to be in excess of

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10 days.

(b) Up to two (2) days where the layoff is estimated to be in excess of 21 days.

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

(d) Where the layoff is estimated to be in excess of ninety (90) days the Company will discuss with the Union training provisions of up to fifteen (15) days.

(e) Where a layoff results from a permanent partial plant closure or a temporary closure in excess of one hundred 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 layoff.

(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.

(9) 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 XXI – 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 that 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 at which it is appointed 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.

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**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 termination's or other significant changes in the employment status of employees.

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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 XX - 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 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

31<sup>B</sup> 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, 30 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 31 being the choice of the affected employee as to which of such 31 methods of calculation is used.

Years of Employment	Severance Allowance	
	weeks / yr*	% of Earnings
1st ten years	1½	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.

33 At the time of separation the employee shall have the option of receiving the Severance allowance on termination, or he/she 45 may elect to have his/her severance allowance held in abeyance for up to one (1) year from the date of termination. He/she may apply in writing at any time during the year, at which time his/her full severance allowance will be paid forthwith.

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



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

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

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

**Section 7: Training**

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

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**ARTICLE XXII - 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.

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**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 10 years of employment 1½ weeks pay per year  
For subsequent years of employment 1 weeks pay per year.

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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 XXI, Section 6, Job Security, or under Article XXIII, Section 5, Job Elimination.

**ARTICLE XXIII - JOB ELIMINATION**

**Section 1: Definition**

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

**Section 2: Exclusions**

No payment will be made under Section 5 in cases:

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

**Section 3: Notice**

The Company will advise the Standing Committee at least thirty (30) days prior to such job elimination. Crew reduction will be in accordance with Article XX - 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 XX - Seniority, or
- (2) Severance allowance as per Section 5 below.

Such employees 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 following methods based on the last period of continuous service, it being the choice of the affected employee as to which of such methods of calculation is used:

Years of Employment	Severance Allowance	
	weeks/yr★	or % of Earnings
1st ten years	1½	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.

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 XXIV - 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. 5  
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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 workforce through the use of contract maintenance firms in the mill.

**ARTICLE XXV - 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. 25  
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**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 XXVI - COMPRESSED WORK WEEK** 35  
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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 XXVII - SAFETY AND OCCUPATIONAL HEALTH

### Section 1: Principle

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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.

66  
2  
(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 traveling and living expenses of those delegates will not be paid by their companies.

(4) Mill managers, senior company officials, and representatives 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 & Paperworkers who are the respective delegates from their locals.  
(d) Two (2) members from the C.E.P. National level.

(8) One-half (½) 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.


#### **Section 5: Guideline for Joint Replacement Committees**

- a. The purpose of this committee is to place workers who are disabled, injured or off work due to illness in returning to work on suitable and meaningful jobs.
- b. To accomplish this purpose, it is recognized that the seniority provisions of the collective agreement are inviolate and that injured workers must be reinstated with the framework of those provisions.
- c. It **is** recognized that it is desirable to return the injured workers to his/her pre-injury job wherever possible. Both the union and the company agree that this may require the modification of the non-essentials at the job and will cooperate to make those modifications that are necessary.
- d. When the injured worker is unable to perform his pre-injury job, even with the extensive modifications, then the union and the company will cooperate in finding a job that the worker can do, recognizing that a more senior employee cannot be displaced.
- e. In assessing any accommodation requirements the guidelines

- issued by the B.C. Human Rights Code will be followed.
- f. The joint management-union committee will have equal representation, input and authority, and will operate by consensus.
  - g. The joint committee will meet on a regular basis at the expense of the company and equal and ample time will be allowed to all members of the committee to meet, investigate the workplace, consult with persons having expertise in ergonomics, engineering and other resource personnel in order to accomplish the satisfactory placing of injured workers.
  - h. The injured worker will be party to discussions pertaining to his placement.
  - i. These guidelines shall not be construed as restricting the rights of the individual, or the union, to grieve any matter considered to be a violation of the labour agreement.
  - j. It is further understood that this agreement may be canceled by either party with 30 days written notice of intent to cancel.

#### **ARTICLE XXVIII – ENVIRONMENTAL PROTECTION**

If the Union requests, a Joint Environmental Protection Committee will be established at the mill.

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

#### **ARTICLE XXIX - DISCIPLINARY ACTION**

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

“An employee who has been given a written reprimand may, after two (2) years without further discipline on his personnel file, request a review of his file to have the reprimand removed. However, the final decision to remove the written reprimand remains with Management”.

#### **ARTICLE XXX - 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 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 immediate supervisor he may then initiate a grievance.

Section I: 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 meetings 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 superintendent and Area Vice President 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 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 President of the Local and the Mill Manager who will then have thirty (30) days to deal with, and answer the grievance. Either party may elect to involve outside help at this step such as a regional Union representative and/or a Management representative from outside Alberni Specialties.
- Step Five If there is no satisfactory resolution at fourth step then the matter may, within thirty (30) days, be referred to an Arbitrator.

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

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

## **Section 2: National Officer**

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

## **Section 3: Time Limit**

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

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

## **Section 4: Arbitration Procedure**

(a) The Company and the Union will endeavour to agree upon the selection of the Arbitrator. In the event the Company and the Union are unable to agree upon the selection of the Arbitrator, they will apply, within the thirty (30) day period, to have the Arbitrator appointed under the provision 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 Communication Energy & Paperworkers 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 XXXI - DURATION AND AMENDING PROCEDURE

### Section 1: Term of Agreement

~~This Agreement shall be in effect from midnight April 30, 1997 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: Labour Relations Code

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 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 President 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 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 May 1 following the date on which such notice was given, any changes in compensation to employees shall nevertheless be retroactive to the said May 1.

**Section 5: Termination**

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

**Bridging to the End of the Decade**

In order to restore confidence with our customers, the parties agree continuity of supply to the end of the decade is a priority. Therefore, renewal of the collective agreement that expires in 1997 will include a mediation process which will be utilized prior to a potential dispute. Included in the mediator's mandate will be the requirement to write non binding recommendations on all outstanding issues. Such recommendations will be voted on.

**In Witness Whereof,  
we the undersigned have hereunto set our signatures:**

For CEP, Local 592:

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D. Lesire

---

K. McRae

---

D. Allison

---

D. De Rooy

For MacMillan Bloedel Limited - Alberni Specialties

---

R. DeClark - Manager Human Resources - Alberni Specialties

---

G. Dillon - Maintenance & Engineering Manager

---

S. Kingston - General Superintendent - Maintenance

For MacMillan Bloedel Limited - Alberni Specialties

---

N. Kofler - Employee Relations Supervisor

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I. St. Claire - Employee Relations

PORT ALBERNI CEP LOCAL # 592

EXHIBIT "A"

JOB CATEGORIES AND WAGE RATES

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

30A

	May 1/94	May 1/95	May 1/96
<b>MECHANICS</b>			
Journeyman	24.385	25.115	25.870
<b>APPRENTICES</b>			
5th Year Apprentice	24.385	25.115	25.870
4th Year Apprentice	22.560	23.235	23.930
3rd Year Apprentice	20.755	21.380	22.020
2nd Year Apprentice	19.940	20.540	21.155
1st Year Apprentice	19.605	20.195	20.800
Labour Rate	18.715	19.275	19.855

**MAINTENANCE**

Heat & Frost Insulators, Refrigeration Mechanics, Pipefitters, Millwrights. Welders, Machinists \*, Instrument Mechanics, Automotive, Carpenters. Painters, Electricians and Tinsmiths •\*.

Rates for these categories will be paid as per those specified for Mechanics and Apprentices.

Working Foreman	25.355	26.115	26.900
Leadhand	25.015	25.765	26.540
Class "A" Machinists while operating Swift Lathe	24.695	25.435	26.200

	May 1/94	May 1/95	May 1/96
Journeyman while operating			
Roll Balancer	24.695	25.435	26.200
Roll Grinderman	24.695	24.435	26.200
Automotive Lubeman	19.920	20.520	21.135
Repair Shop Utility	18.780N	19.345N	19.925N
Tool Crib Attendant/Repairman:			
(12) - over 12 months	21.290H	21.930H	22.590H
(9) - 2nd 6 months	20.220E	20.825E	21.450E
(7) - 1st 6 months	19.875E	20.470E	21.085E

★★Spray painting, sandblasting and flame conditioning - additional eight (8) cents per hour.

#### EQUIPMENT

(19) Grove Crane Operator	21.995E	22.655E	23.335E
(18) Lorrain Crane Operator	21.825E	22.480E	23.155E
(16) Austin-Western Crane Op.	21.465E	22.110E	22.775E
(5) Grove Stevedor Operator	19.515E	20.100E	20.705E

#### OILERS

(24) Lead Oiler	22.885E	23.570E	24.275E
Lubrication Mechanic	22.560	23.235	23.930
(9) Oiler	20.220E	20.825E	21.450E
Trainee Scale:			
(2) - Over 3 months	19.025E	19.595E	20.185E
(1) - 2 - 3 months	18.855E	19.420E	20.005E
(0) - 1st month	18.715E	19.275E	19.855E

#### WOODROOM - BOOM

(18) Tug Boat Skipper	21.825E	22.480E	23.155E
(18) Log Stacker Operator	21.825E	22.480E	23.155E
(16) H.L. Logger	21.465E	22.110E	22.775E
(13) Log Loader - 24 ton	20.930E	21.560E	22.205E
(10) #2 Woodroom Bundle Deck & Nicholson Crane Operator	20.395E	21.005E	21.635E
(10) Chip Caterpillar Operator (Inside)	20.395E	21.005E	21.635E
(9) Chip Caterpillar Operator (Outside)	20.220E	20.825E	21.450E
(8) Boom Dozer Operator	20.040E	20.640E	21.260E
(7) Deck Hand	19.875E	20.470E	21.085E
(6) Boomman	19.695E	20.285E	20.895E
(4) Slipman	19.345E	19.925E	20.525E
Chip Truck Driver	19.345N	19.925N	20.525N

<b>WOODROOM</b>	<b>May 1/94</b>	<b>May 1/95</b>	<b>May 1/96</b>
Leadhand	23.065N	23.755N	24.470N
Sawyer	23.065N	23.755N	24.470N
(12) #2 Hydraulic Barker Operator	20.760E	21.385E	22.025E
(10) #3 Hansel Barker Operator	20.395E	21.005E	21.635E
(10) Nicholson Crane Operator	20.395E	21.005E	21.635E
(7) Chipper Operator	19.875E	20.470E	21.085E
(7) 9 Ton Fork Lift Operator	19.875N	20.470N	21.085N
(6) #2 Log Haul Operator & Cut-off <b>Saw</b>	19.695E	20.285E	20.895E
(6) #3 Log Haul Operator & Cut-off Saw	19.695E	20.285E	20.895E
(2) Utility	19.025E	19.595E	20.185E
(2) Slasher & Transfer Deck Operator	19.025E	19.595E	20.185E
(1) Conveyor & Clean-up Chip Silo Operator	18.855E	19.420E	20.005E
Clean-up	19.185E	19.760E	20.355E
Dept. Utility Relief	18.715	19.275	19.855
<b>SAWFILING</b>			
Head Filer	26.225	27.010	27.820
2nd Filer - Benching	24.715	25.455	26.220
2nd Filer	23.505	24.210	24.935
★Saw Filer	22.385	23.055	23.745
Fitter Helper	19.245	19.820	20.415
Fitter Helper Probationary -1-90 days	18.715	19.275	19.855
★When <b>Saw</b> Fitter Relieves Head Filer for more than one day	23.505	24.210	24.935
<b>GROUNDWOOD</b>			
(25) Leadhand	23.065E	23.755E	24.470E
(19) Stone Sharpener	21.995E	22.655E	23.335E
(16) Bleach Operator	21.465E	22.110E	22.775E
(15) Screen Tender	21.290E	21.930E	22.590E
(12) Refiner Operator	20.760E	21.385E	22.025E
(8) Grinderinan	20.040E	20.640E	21.260E
(8) Loaderman	20.040E	20.640E	21.260E
(3) Senior Conveyorman	19.185E	19.760E	20.355E
Conveyorman: (2) - over 3 months	19.025E	19.595E	20.185E

(1) - 0 - 3 months	18.855E	19.420E	20.005E
(l) Conveyorman's Helper	18.855E	19.420E	20.005E
(½) Utilityman	18.775E	19.340E	19.920E
Dept. Utility Relief	18.715	19.275	19.855
(15) Effluent Operator	21.290E	21.930E	22.590E

#### CTMP

(27) Operator I	23.415E	24.115E	24.840E
(17) Operator II	21.635E	22.285E	22.955E
(l) Mechanical Pulping Utility	18.855E	19.420E	20.005E

#### STOCK LINE' (KRAFT MILL)

(31) Leadhand	24.125E	24.850E	25.595E
(19) Kamyra Operator	21.995E	22.655E	23.335E
(18) Bleach Operator	21.825E	22.480E	23.155E
(16) Washer Operator	21.465E	22.110E	22.775E
(16) Recaustic Operator	21.465E	22.110E	22.775E
(14) Lime Kiln Operator	21.115E	21.750E	22.405E
(13) Screen Tender	20.930E	21.560E	22.205E
(10) Bleach Tester			
Operator's Helper	20.395E	21.005E	21.635E
(½) Clean-up Man #1	18.790H	19.355H	19.935H
(½) Clean-up Man #2	18.790H	19.355H	19.935H
Dept. Utility Relief	18.715	19.275	19.855

#### RECOVERY & STEAM GENERATION

(40) Power Boiler Assistant	25.725E	26.495E	27.290E
Shift Engineer 2nd			
(35) Recovery Boiler Assistant	24.835E	25.580E	26.345E
Shift Engineer 3rd			
(29) Control Room			
Engineer 3rd	23.765E	24.480E	25.215E
Power Boiler			
Engineer, 3rd	23.415N	24.115N	24.840N
(21) Paper Machine Service			
Engineer, 3rd	22.355E	23.025E	23.715E
(19) #3 Recovery			
Engineer, 4th	21.995E	22.655E	23.335E
(15) Evaporator Operator	21.290E	21.930E	22.590E
(9) Recovery Boiler Ass.	20.220E	20.825E	21.450E
(7) Power Boiler Ass.	19.875E	20.470E	21.085E
(7) #3 Spoutman	19.875E	20.470E	21.085E
(2) Utility & Chemical			
Handling	19.025	19.595E	20.185E
(0) Dept. Utility Relief	18.715E	19.275E	19.855E

The following bonus system will be paid to employees who acquire steam tickets which in their current positions are **not** required:

- 1) Employees with 4th class ticket ~ five (5) cents per hour on his job rate.
- 2) Employees with 3rd class ticket ~ nine (9) cents per hour on his job rate.
- 3) Employees with 2nd class ticket ~ twelve (12) cents per hour on his job rate.
- 4) Employees with 1st class ticket ~ twenty-five (25) cents per hour on his job rate.

**HOG FUEL**

	<b>May 1/94</b>	<b>May 1/95</b>	<b>May 1/96</b>
(9) Hog Fuel Operator	20.220E	20.825E	21.450E

**MACHINE CREW - #1 MACHINE (PULP)**

(21) Machine Tender	22.355E	23.025E	23.715E
<b>(14) Back Tender</b>	21.115E	21.750E	22.405E
(6) Scaleman	19.695N	20.285N	20.895N
(6) Driver	19.695N	20.285N	20.895N
(3) Unityer	19.185E	19.760E	20.355E

**FINISHING ROOM**

(10) Senior Core Maker	20.395E	21.005E	21.635E
(5) Core Cutter	19.515E	20.100E	20.705E
(5) Day Driver & Scaleman	19.515E	20.100E	20.705E
(5) Utility Driver	19.515E	20.100E	20.705E
<b>(4) Stencil Label Man</b>	19.345E	19.925E	20.525E
<b>(4) Cutter Operator</b>	19.345E	19.925E	20.525E
(4) Day Utility Driver	19.345E	19.925E	20.525E
(3) Junior Core Maker	19.185E	19.760E	20.355E
(2) Bandsaw Operator	19.025E	19.595E	20.185E
(1) Core Cutter Helper	18.855E	19.420E	20.005E
<b>(1) Cutter Helper</b>	18.855E	19.420E	20.005E
(0) Finishing Room Helper	18.715E	19.275E	19.855E
Dept. Utility Relief	18.715	19.275	19.855
(17) Wrap Line Operator # 1	21.635E	22.285E	22.955E
(8) Wrap Line Operator #2	20.040E	20.640E	21.260E

**WAREHOUSE & SHIPPING**

(15) Pulp Shipper & Loci Operator	21.290E	21.930E	22.590E
(12) Inventory/Shipping Allocator	20.760E	21.385E	22.025E
(11) Pre-Assembly Shipper - Barge	20.585E	21.205E	21.840E



	May 1/94	May 1/95	May 1/96
<b>WAREHOUSE &amp; SHIPPING (Cont'd)</b>			
(11) G.A.W. Haul Shipper	20.585E	21.205E	21.840E
(10) Truck & Rail Shipper	20.395E	21.005E	21.635E
(9) Dayshift Driver	20.220N	20.825N	21.450N
(9) Forklift Driver & 1st Brakeman	20.220N	20.825N	21.450N
(8) Lead Driver Lowerator	20.040E	20.640E	21.260E
(7) News Lowerator Driver	19.875E	20.470E	21.085E
(6) Warehouse Utility Driver	19.695N	20.285N	20.895N
(5) Head Dunnage	19.515E	20.100E	20.705E
(5) Forklift Driver & 2nd Brakeman	19.515E	20.100E	20.705E
(4) News Repulper Driver	19.345E	19.925E	20.525E
(1) Power Sweeper Utility	18.855E	19.420E	20.005E
Deep Sea Ship & Barge Loading Pre-Assembly			
Shipper-Barge	20.705	21.325	21.965
Checker Scow	20.705	21.325	21.965
Day Shift Driver-Shipside	20.415	21.025	21.655
Tractor Driver To Barge	20.415	21.025	21.655

During the loading of deep-sea ships and barges, the following conditions shall apply:

"Rate and one-half will be paid for all hours worked after 5:00 p.m. and all hours worked on Saturday."

#### **YARD & GENERAL**

(16) Leadhand	21.465E	22.110E	22.775E
(11) Lorrain Crane Op.	20.585E	21.205E	21.840E
(10) Log Loader	20.395E	21.005E	21.635E
(6) Vacuum Truck Op.	19.695E	20.285E	20.895E
(6) Tractor Trailer Driver -35 Tons GVW	19.695E	20.285E	20.895E
(6) 950 Front End Loader	19.695E	20.285E	20.895E
(5) Raw Material Warehouseman	19.515E	20.100E	20.705E
(5) Yard Fork Lift Op.	19.515E	20.100E	20.705E
(5) Front End Loader (910)	19.515E	20.100E	20.705E
(5) Front End Loader (544B)	19.515E	20.100E	20.705E
(5) L-50 Loader Op.	19.515E	20.100E	20.705E
(5) 195 Tractor Op.	19.515E	20.100E	20.705E
(4) High Pressure Truck Op.	19.345E	19.925E	20.525E
(4) Flat Deck Driver - Hiab	19.345E	19.925E	20.525E
(4) Tandem Truck Driver	19.345E	19.925E	20.525E
(3) Bobcat Operator	19.185H	19.760H	20.355H
(3) Truck Driver	19.185H	19.760H	20.355H

	May 1/94	May 1/95	May 1/96
<b>YARD &amp; GENERAL (Cont'd)</b>			
(3) Dempster Driver	19.185H	19.760H	20.355H
(3) Sweeper Operator	19.185H	19.760H	20.355H
(3) Jackhammerman	19.185H	19.760H	20.355H
(2) Track Layer	19.025E	19.595E	20.185E
(1) Yard Utility (Job rate for paving repairs, track repairs Hi-pressure Lanceman, Oil spill clean-up)	18.855E	19.420E	20.005E
(3) Janitor - Leadhand	19.185E	19.760E	20.355E
(0) Janitor	18.715E	19.275E	19.855E
BR Labourer	18.715	19.275	19.855
<b>MILL STORES</b>			
(17) Warehouseman	21.635E	22.285E	22.955E
(12) Temporary Project Storesman	20.760E	21.385E	22.025E
(12) Receiver/Shipper	20.760E	21.385E	22.025E
(10) Order Clerk	20.395E	21.005E	21.635E
(9) Invoice Entry Clerk	20.220E	20.825E	21.450E
(8) Counter Clerk	20.040E	20.640E	21.260E
(7) Spare Parts Clerk	19.875E	20.470E	21.085E
(5) Delivery Dispatcher	19.515E	20.100E	20.705E
(5) Heavy Spares	19.515E	20.100E	20.705E
(4) Delivery Driver	19.345E	19.925E	20.525E
(3) Steel Cutter & Delivery Man	19.185E	19.760E	20.355E
(2) Receiver Helper	19.025E	19.595E	20.185E
(0) Dept. Utility Relief Steel Rack Burner	18.715E	19.275E	19.855E
	24.075E	24.795E	25.540E
<b>PLANT PROTECTION</b>			
(7) Lead Fire Clerk	19.875E	20.470E	21.085E
(3) Security Guard Level I	19.185E	19.760E	20.355E
(2) Security Guards Fire Patrol -- Casual	19.025E	19.595E	20.185E
	18.715	19.275	19.855

Note: Security Guards will be paid the following amount over their regular rate when supplying first aid coverage:

(9) Industrial Nurse 20.220 20.825 21.450  
 Level III First Aid Ticket - eighty-five (85) cents per hour  
 Level II First Aid Ticket - fifty (50) cents per hour  
 or the designated Plant Protection Officer's rate for the equivalent Level, whichever is greater.

Plant Protection Officer

(12) - Level III Unrestricted 20.760E 21.385E 22.025E

	May 1/94	May 1/95	May 1/96
(II) - Level III Restricted	20.585E	21.205E	21.840E

**FIRE DEPARTMENT**

(I) Occupational Health & Safety Technician	22.530	23.205	23.900
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**DIRTY MONEY**

When engaged in clean-up work on the following jobs, or their regular rate, employees will be paid fifteen (15) cents per hour over base rate, whichever is greater.

- a) Cleaning inside lime kilns.
- b) Cleaning inside liquor tanks.
- c) Saltcake and sulphur unloading where these jobs are dirty.
- d) Recovery furnace cleaning.
- e) Cleaning upper passes - recovery units.
- f) External hog fuel fired boiler tube cleaning.
- g) Precipitators - when cleaning inside.
- h) Multiclones - when cleaning inside.
- i) Zinc hydro area - when cleaning inside.
- j) Power boiler cinder returns - when cleaning inside hopper.
- k) Stripping lining inside digester.
- l) Lime chains and pits.
- m) High pressure cleaning inside the kamyr.
- n) Clean up all oil spills.

**METRIC TOOLS**

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

**MECHANIC'S ADJUSTMENT**

The hourly rates for mechanics (as defined in Exhibit "A" in the collective agreement) shall be adjusted by \$0.30 per hour effective May 1, 1994 and the hourly rates for other classes historically paid in accordance with the mechanics' rates shall be dealt with in accordance with past practice. This adjustment shall be applied before the percentage increase to take effect May 1, 1994.

Heat & Frost Insulators, Refrigeration Mechanics, Pipefitters, Millwrights, Welders, Machinists, Instrument Mechanics, Heavy Duty Mechanics, Carpenters, Painters, Electricians, Tinsmiths, Roll Grinderman and Predictive Maintenance Mechanics.

**FILING CATEGORY ADJUSTMENTS**

Head Filer	\$0.30 per hour
2nd Filer	\$0.30 per hour

**FILING CATEGORY ADJUSTMENTS (Cont'd)**

Saw Fitter \$0.30 per hour

**OILERS**

Lubrication Mechanic \$0.28 per hour

**APPRENTICES RATES**

<b>5th Year Apprentice</b>	<b>\$0.30 per hour</b>
<b>4th Year Apprentice</b>	<b>\$0.28 per hour</b>
<b>3rd Year Apprentice</b>	<b>\$0.22 per hour</b>
<b>2nd Year Apprentice</b>	<b>\$0.155 per hour</b>
<b>1st Year Apprentice</b>	<b>\$0.15 per hour</b>

**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 "I" attached for definition).
- (ii) Longshoring.
- (iii) Saw Filers and Saw Fitters

(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**

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2  
(i) The Job Evaluation Directors shall be composed of one (1) representative of the Communication Energy & Paperworkers and one (1) representative of 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 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 bargaining functions of the National Union or the Forum.

f) to recommend improvements in the Job Evaluation Plan to Wage Conferences for consideration. Only in the Wage Conference 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) or more than three (3) members representing the Union involved and not less than (2) or 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 for those job representatives who desire to be present at the explanation of the evaluation computations, as provided in Section 4(d) and to assist in pointing out factual and pertinent information relative to the job to the Joint Job Evaluation Board at the time of evaluation.

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

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

(d) **Independent Review Officer**

(i) The Communication Energy & Paperworkers Union and the Pulp and Paper Employee Relations Forum shall appoint an Independent Review Officer for the term of the 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 & Paperworkers Union shall each pay one-half of the fees and expenses of the Independent Review Officer incurred in the adjudication of disputes.

#### **4. General Policies**

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

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

(c) Where a new job has been created, the Plant Evaluation Committee of the mill will make application to the Joint Job Evaluation Board for a temporary rate for the new job. An evaluated rate will be established by the Job Evaluation Board before a period of twelve (12) months has expired following the start of the new job except in those cases where a specific request is made by the Plant Evaluation Committee to the Job Evaluation Directors to retain the temporary rate beyond twelve (12) months, and the request is approved by the Directors. It will be the duty of the Plant Evaluation Committee to agree on a date on which the job became sufficiently stabilized to permit evaluation, and any increase resulting from the evaluated rate will be paid retroactively to the agreed-upon start-up date of the new equipment or the commencement of the job.

(d) The Joint Job Evaluation Board will complete its evaluation of all jobs at the 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** Field Study is authorized by the Directors, a projected completion date will be established. The completion date will also be used as a guide in determining the date **for** implementation of changes that result from the study.

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

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

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

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

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

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

*12  
065 sup. 50*

### (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.

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### (b) Accidental Death or Dismemberment Insurance

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

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

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

The Welfare Plan will include Non-occupational Accident and Sickness Insurance in accordance with the Table. Weekly Indemnity benefits will be payable beginning with the first day of disability caused by non-occupational accident and beginning with the fourth day of disability caused by non-occupational sickness, except that in those cases of non-occupational sickness, which result in the claimant being hospitalized as a bed patient, and in those cases where surgery is performed which necessitates loss of time from work, the said Weekly Indemnity benefits will be payable beginning with the first day of sickness. Benefits will be payable for a maximum of fifty-two (52) weeks during any one period of disability.

*16B  
1*

### (d) Medical-Surgical Coverage

The Welfare Plan will include Medical-Surgical coverage as required by the B. C. Medical Commission. An Extended Health Benefit Plan with coverage as per the M.S.A. Pulp and Paper Industry brochure dated July 1, 1981, including Vision Care coverage for employees and eligible dependents will also form part of this Labour 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	May 1, 1995	May 1, 1996
	\$61,000	\$63,000	\$65,000	
Non-Occupational Weekly				
Accident & Sickness Insurance				

Hourly Job Rate *	Effective May 1, 1994	Effective May 1, 1995
18.00	18.25	18.00
18.25	18.50	18.25
18.50	18.75	18.50
18.75	19.00	18.75
19.00	19.25	19.00
19.25	19.50	19.25
19.50	19.75	19.50
19.75	20.00	19.75
20.00	20.25	20.00
20.25	20.50	20.25
20.50	20.75	20.50
20.75	21.00	20.75
21.00	21.25	21.00
21.25	21.50	21.25
21.50	21.75	21.50
21.75	22.00	21.75
22.00	22.25	22.00
22.25	22.50	22.25
22.50	22.75	22.50
22.75	23.00	22.75
23.00 or over		23.00 or over

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 934505

<b>Hourly Job Rate *</b>	<b>Non-Occupational Weekly Accident &amp; Sickness Insurance</b>
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

74  
370  
499 585

★ **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) no more than five (5) members, it being agreed such committee 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 his entitlement to Group Life and Accidental Death and Dismemberment and Weekly Indemnity coverages as outlined in the schedule contained in Exhibit "C". Where an employee's regular duties consist of more than one job, his 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:

$\frac{70C}{100}$  **Group Term Life Insurance, Accidental Death or**  $\frac{10A}{100}$   
**Dismemberment Insurance, Medical-Surgical**  
**Coverage, Extended Health Benefit and Dental Plan**  $\frac{100}{100}$

Company	$\frac{70C}{100}$	$\frac{10E}{100}$	100%
Employee			Nil

	Non-occupational Accident and <b>Sickness</b>		
Company	Insurance, <u>Long Term Disability Plan</u>	$\frac{70D}{70}$	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 July 1 in any year.

#### **10. Distribution of Surplus**

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

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

#### **11. 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 Worker's 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**

##### **71 2 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 flouride
- Space maintainers

##### **(iii) Surgical Services**

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

(iv) **Restorative Services**

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

(v) **Prosthetic Repairs**

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

(vi) **Endodontics**

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

(vii) **Periodontics**

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

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

(a) Crowns and bridges.

(b) Partial and/or complete dentures, but not more than once in five (5) years.

(ix) **Orthodontics**

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

The maximum lifetime benefit is \$2,500 per person for all services provided by an Orthodontist.

**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

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see p. 52

**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

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398  
(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.

(e) Effective May 1, 1994 an employee who is under 60 years of age and has previously reached his/her 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 10 year anniversary on long term disability on May 1, 1994 or later, and is under 60 years of age at the 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 on the date of that 10th anniversary.



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

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 exceed 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 birthdate.
- (c) On the date leave of absence commences except as provided for in the 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 XX 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's 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.

see p. 27 2. The Apprenticeship Training Program will cover the local mill trades where applicable as set forth below:

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

#### **General Principles**

3. The period of Apprenticeship Training will be as defined by the Apprenticeship Branch for each trade. The Apprentice will receive the Journeyman rate on successful completion of his 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 Labour Agreement.

Progression through the schedule of rates is subject to successful completion of prescribed theoretical training, practical training and tests. The schedule of rates applies on date of qualification or as otherwise provided for in Item 12.

#### **Joint Union-Management Apprenticeship Committee**

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

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

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

#### **Central Advisory Committee**

9. There shall be established a Central Advisory Committee of representatives of Labour and Management, for the purpose of considering policy questions and possible necessary amendments from time to time. This Committee to be composed of equal

representation from Labour and Management not to exceed, in total, three (3) from each group.

#### **Entry to Program - New Apprentices**

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

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

11. Upon completion of each period of training in an approved Vocational School an Apprentice will be required to pass examinations set by the Apprenticeship Branch. Practical examinations shall be confined to the area of training received. In the event of Failure to **pass** examinations, the Apprentice shall be required to undergo a period of re-training on subject material specified by the Apprenticeship Branch authorities and will be required to be re-examined within twelve (12) months. Failure to pass the second examination will result in a review of his 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 Certificate examination.

#### **EXHIBIT "E"**

#### **STEAM PLANT VOCATIONAL LEAVE**

##### **1. Fourth Class Certificate**

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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 **com**pletion 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 cases (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".

**STATEMENT OF POLICY  
1945 - 1997  
B.C.S.L.A.**

Taken from the Transcripts of  
Negotiations for Contract Years

**1945 - 1952 inclusive**

and from Memoranda issued during  
subsequent Wage Conference<sup>3</sup>

\*\*\*\*\*  
**COMMUNICATIONS ENERGY & PAPERWORKERS**  
\*\*\*\*\*

**MacMillan Bloedel Limited**  
Alberni Specialties Division

**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 Conference, "Statements of Policy" which were then to be approved by the International Officers of the Union and by representatives of the Companies and thereafter printed in a booklet to be entitled "Statements of Policy". (See 1946 Transcript, page 80 and page 159). This policy has been re-adopted at subsequent Labour Conferences.

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

**STATEMENTS OF POLICY**

**Article II - Definitions**

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

Employees and employers recognize that supervisors are excluded from the provisions of the 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 Labour Agreement that:

(i) The hours worked on Sundays and on the recognized paid Statutory Holidays provided for in the above referred to 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.

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(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.) Monday.

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

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

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

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

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

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

If he is called back at 1 p.m. Saturday to work four (4) hours in the afternoon, is he entitled to time and one-half? The answer is "no" for the reason that the contract stipulates that overtime will only be paid on the one basis. In other words, we cannot pay overtime twice on the same time. However, in the letter of

October 18, 1946, Powell River Company Limited and Pacific Mills Limited did agree to include Sunday time and designated holidays time in **the** forty-four (44) hour week (amended to forty (40) hours 1952-53), even though time and one-half had been paid on it. They did not agree to include any other time on which time and one-half had been paid and there is no intention of broadening it at this time. On this principle, therefore, in the case above, the hours the employee worked on Tuesday, his designated day off, are eliminated from inclusion in the forty-four (44) hour week (amended to 40 hours 1952-53).

**(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) hour 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 4.** (page 265, 1948 Transcript)

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

(ii) It is understood that an employee's vacation shall be exclusive of a paid holiday as recognized by the B.C. Standard Labour Agreement. Therefore, if one or more such holidays fall within the employee's vacation period, he will be required to take the comparable number of additional days off. The employee shall only receive the pay for such recognized paid holidays falling within his vacation period when he takes the required additional time off.

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

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

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

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

#### **Article 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 <sup>6/24</sup> ~~must~~ be decided on its merits, but in general an employee who ~~justifiably~~ <sup>1/24</sup> 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 XXXI - Adjustment of Complaints**

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

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

**Exhibit "A"**

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

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

**Miscellaneous**

**(a) 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 his 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.

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**(d) Conflict Between Labour Agreement and Transcript.**

(Page 46-7 1951 Transcript)

Whenever there is a conflict between the 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.

Re: 1994 Union Agenda Item #20(3)-Apprenticeship

**THE FOLLOWING LETTERS REMAIN IN EFFECT  
DURING THE 1994-1997 CONTRACT**

**LETTER OF UNDERSTANDING**

On successful completion of the required period of vocational school training. the Company will reimburse out-of-town expenses to a maximum of \$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.

May 24, 1992

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

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

Mr. Stan Shewaga  
President  
Pulp, Paper and Woodworkers of Canada  
201-084 West 6th Avenue  
Vancouver, B.C. V6H 1A4

Dear Norm and Stan:

**Re: Letter of Understanding - Rehiring**

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

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

- a) their recall rights under Section 3 of Article XX - Seniority have expired;
  - b) they have a current application on file;
  - c) they have the qualifications and ability to perform the work properly.
- ✓  
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Application must be made within thirty (30) days of the expiry of recall rights and will remain in effect for three (3) months unless renewed. An application or renewal may be extended for a period of three (3) months at any time during the third month of its currency. Normal job qualifications must be met.

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

Yours very truly,

Eric Y. Mitterndorfer  
President

---

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

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

Dear Norm and Stan:

**LETTER OF INTENT**

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

Yours very truly.

Eric Y. Mitterndorfer  
President

**MACMILLAN BLOEDEL LIMITED  
ALBERNI SPECIALTIES DIVISION  
SUPPLEMENTAL AGREEMENTS  
CONTRACTING OUT**

**Labour Agreement Article XXIV**

Before a contractor is brought into the mill (emergencies expected) Management will notify:

1.a. The Union Contracting Out Committee of all work proposed for contracting at the earliest practical time.

b. When requested a full committee meeting will be held.

3/1 ✓ Review with Crew or Department. This means that before the decision is made to have a contractor do work which our people are capable of doing, (given size of job, skills required, equipment required, timing) time will be made available for a union contracting committee representative and a management representative to review the specific job and work load with the crew affected using their input to assist in the decision as to contracting or not, and what

should be contracted.

- d. It is recognized that circumstances in the Mill change from time to time, therefore decisions made in the area of contracting will not set precedence in favour of Union or Management. (This means that should mill crews or contractors be given certain work, the position that the work must be done by same party in all circumstances thereafter is not valid.)

**Clarification of Commitment**

Reasons for contracting: If a project or other contracting work is to be done, the mill crews will be considered first and the joint contracting committee will meet to resolve the issues.

Letter of Intent: Management agrees that for the duration of this collective labour agreement when it has tradespeople on layoff or displaced from their trade it will not send equipment out for repairs without first notifying the Union Chairman of the Contracting Out Committee.

Skill Training: To assist our tradespeople in maintaining the mill, the company will provide skill upgrade training when required. It is not management's intention to develop seldom used skills.

Special Skills: In cases where special skills are required then we have no choice but to contract out.

Specialized Equipment: It is not practical for the Mill to have all the specialized equipment which is required from time to time, but when deemed practical by the contracting out committee and approved by management the equipment will be purchased or rented in order that mill crews can perform the work.

Resolution Process: In the event that the Contracting Committee cannot resolve an issue, the Union President and Mill Manager will meet to discuss and resolve the issue. If they are not able to come to a conclusion the issue will be referred to Step IV of the grievance procedure. This process can be immediately cancelled by either party.

**LETTER TO THE C.E.P. FROM ALBERNI SPECIALTIES  
February 22, 1995**

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

Company retains the right to select contractors as it deems appropriate.

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

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

**1. Minimum Wages**

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

**2. Contributions to the Pulp and Paper Industry Plan**

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

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

**3. Remittance to the Local Union**

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

**4. Adherence to Safety Regulations**

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



## **5. Honoring of Picket Lines**

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

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

### **MACMILLAN BLOEDEL LIMITED ALBERNI SPECIALTIES**

#### **MAINTENANCE EMPLOYEE FLEXIBILITY LETTER OF UNDERSTANDING FEBRUARY 21, 1995**

1. The Company and the Union agree to cooperate on the implementation of maintenance employee flexibility changes which are intended to improve efficiency and expand work opportunities, which at the same time respect the integrity of the various trades constituting the mill maintenance work force. Maintenance employees primary responsibility is to perform tasks related to their specific trade. However, maintenance employees may assist each other or may perform some of the duties of another trade as a practical approach to the performance of the maintenance function at the workplace. Changes in existing workplace practices will be consistent with the kinds of initiatives outlined to the union by the company during the **1994** collective bargaining. It is clearly understood, however, that a maintenance employee's primary responsibility rests in the trade in which the maintenance employee has the certification, training and experience.
3. With respect to operators (all non-maintenance personnel) their primary responsibility is related to the employee's job category. It is recognized, however, that at individual work locations there has been some operator flexibility. The parties are agreed that such arrangements should continue where they presently exist (status quo).
4. Consistent with this letter of understanding, the Letter of Intent on Trades Guidelines is deleted and the Statement of Policy on Painting and Welding is amended (see attached). The company and the union will consult at the local level prior to the implementation of this letter of understanding. It is

understood that the intent set out in this letter of understanding will supersede local practices, verbal and written agreements.

5. The company and the union recognize that the successful implementation of flexible work practices as described above requires the cooperation of both parties. To ensure that this implementation is accomplished as efficiently and effectively as practical, while respecting the capability of the workforce to adapt these changes, a review process will be established.

The company and the union agree to form a committee at the mill comprised of three (3) members from each party, to resolve the issues that arise. If the parties are unable to arrive at a resolve, the issue shall be referred to a third party for a decision that will be binding on both parties. The local union and the company representative will attempt to reach agreement on the name of the third party. If they are unable to do so within sixty days of ratification of the Agreement, the Disputes Resolution Branch of the L.R.B. will name the third party.

To further the process, semi-annual meetings, for the term of the agreement, shall be held to monitor progress. The meetings shall include the Regional Vice President of the C.E.P., or designates, Representative servicing the Local, two (2) members from 592, together with the Paper Group Vice President, Mill Manager and two (2) designates of management.

6. No trades person or apprentice will be displaced from their respective trades through the introduction or implementation of these changes in work practices.
7. No employee will be laid off as a result of the introduction or implementation of these changes in work place practices.
8. No existing trade classification will be eliminated through the introduction or implementation of these changes in work practices. Existing apprenticeship program agreements shall not be negatively impacted through the introduction or implementation of these changes in work practices.

These commitments as set out in 6, 7 & 8 shall apply to those employees on the payroll at the date of ratification.

Amend "Statements of Policy Miscellaneous" (a) Painting and Welding being done by other than regular Painters and Welders' as follows:

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

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





SUPPLEMENTAL AGREEMENTS

BETWEEN

C.E.P. LOCAL 592

and

MACMILLAN BLOEDEL LIMITED  
ALBERNI SPECIALTIES DIVISION

1994 - 1997

## **PREAMBLE**

**The following is a list of Agreements from 1970 and up, of a continuous nature which have been agreed to by the Company and the Union are currently in effect. In the interest of brevity, the exact wording of the agreement may have been altered. In cases of dispute, the original text will apply.**

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**1. GENERAL**

**ITEM 1 - APPRENTICESHIP SELECTION**

Ref 1981 B/S

A candidate must score 20 points in Part I to proceed to Part II of the selection process. Once the candidate had obtained this level he then must score 30 points in Part II to be considered for an apprenticeship. Those obtaining the highest scores will be entered into the first opening in his selected trade.

**A** Grade 12 / equivalent: a requirement - proof

**PART I**

**A. APPRENTICESHIP TEST BATTERY:**

The test battery is comprised of the following tests:

1) TSK GENERAL TEST - B

This test measures a person's ability to understand, to learn, to reason, to plan and to solve problems found in a wide range of practical, everyday activities in industry.

2) RBH - TEST OF NON-VERBAL REASONING

This test measures a person's ability to learn by doing. It provides an estimate of reason ability most closely associated to the practical training involved in apprenticeship.

3) TSK SHOP ARITHMETIC - B

This test measures a person's ability to solve mathematical problems related to situations common to shop and maintenance activities.

4) FAS BLOCKS

This test measures a person's ability to visualize objects in three dimensions and to understand the relationships of parts of an object.

5) FAS PRECISION

This test measures a person's ability to make visual comparisons



and to notice slight differences in shapes and shadings of figures and lines.

6) FAS PARTS

This test measures a person's ability to think visually of shape and sizes of objects and to perceive the relationship of parts to the whole. It measures the ability to understand the two dimensional representation of objects or the relationship of part of an assembly to the complete project.

7) BENNET MECHANICAL COMPREHENSION

This test measures a person's abilities to understand increasingly complex mechanical and other technical relationships and to solve related problems. Ability here is partly based upon experience, so the test is therefore a measure of present ability rather than final capability.

**USE OF TEST BATTERY FOR SELECTION**

In order to proceed further in the selection process an applicant must achieve a minimum rank of 5 out of a possible maximum of 9 in each of the written tests.

Points will be awarded for test results on the basis of 2 points for each rank above 5 to a total maximum of 56 points.

B. Pre-Apprentice Training

15 points for completion of Pre-Apprentice or recognized Canadian Technical School Course in trade being entered or up to 5 points for related Pre-Apprenticeship or Technical school. (Joint Apprenticeship Committee to determine significance in each case.)

C. 5 points for completion of recognized self learning or night school course related to trades. (Joint Apprenticeship Committee to determine significance in each case.)

D. Experience

On proof of related experience, award up to 2 points per year. Maximum 10 points. (Joint Apprenticeship Committee to determine significance in each case.)

E. Seniority

3 points for every year over one year for a maximum of 12 points.

**PART II**

A. Interviews

(1) Management Committee members (2) worth maximum of 10 points each.

- (2) Trades Foreman or Superintendent. Maximum 10 points.
- (3) Union Representative. Maximum 10 points.

B. Industrial Vocational Consultants  
(he rates) to a maximum of 10 points.

**ITEM 2 - BANKED OVERTIME LEAVE**

Ref: 1981 B/S

Banked Overtime Leave will be granted on the following basis:

(1) One additional day above the established Vacation / Floater quota of the Departments will be allowed for the purpose of taking Banked Overtime Leave.

(2) Banked time openings can only be filled by Banked Time Leave requests.

(3) Vacation / Floater days not taken can be filled by Banked Time Leave requests.

(4) When a Banked Time Leave request is submitted in writing seven (7) days in advance, the employee shall receive written notice of the disposition of his request a minimum of seventy-two (72) hours prior to the requested leave. Once such notice is received the Banked Time Leave will be considered approved and final and will take precedence over Vacation / Floater requests.

**ITEM 3 - BULL SESSION ITEMS RATIFIED**

Past Bull Sessions to be ratified on a continuous basis and signed at same time as present negotiated Bull Sessions and Contract providing some basic guidelines are developed. e.g.:

"The following is a list of local Bull Sessions from 1970 and up of a continuous nature which have been agreed to by the Company and the Union and are currently in effect. In the interest of brevity, the exact wording of the agreement may have been altered. In cases of dispute, the original text will apply. Bull Sessions prior to 1970 will be reviewed and there could be individual items included."

**ITEM 4 - COVERALLS**

The Company will supply three pairs of coveralls to employees in the Mechanical Departments, Steam Plant, Saw Filers, Oilers and Effluent Treatment, on a loan basis. If due to the nature of the work the employee requires additional coveralls on an ongoing basis two additional pairs of coveralls will be granted by his supervisor.

Employees not included in the departments designated above may request cloth coveralls for specific dirty jobs which will be

issued on a loan basis, if determined to be required by the supervisor.

#### **ITEM 5 - DISCIPLINARY INFORMATION**

##### **DISCLOSURE**

Ref 1979 B/S - Rev. 1981, 1983

The following Company policy applies to all employees:

- 1) All personnel record files maintained for each employee will be accessible to the employee for review at a time mutually convenient to the Company and the individual.
- 2) Information which will be **excluded** from an employee's file is unnecessary or outdated information which no longer serves a useful purpose.
- 3) A copy of any or all of the employee's file will be provided to the employee if requested.
- 4) If the employee believes there is information that is incorrect, **superfluous**, incomplete or missing, he may propose a change in his file. If the proposed change is accepted by the Company, the file will be revised.
- 5) If the proposed change is not accepted the employee may submit to the Company, a written statement which gives the employee's view of the disputed matter. A copy of this written statement will become part of the employee's file.
- 6) The Company will not verify and should not release any personal information other than standard employment or credit verification and information requests from law enforcement agencies covering active, former or retired employees unless the Company is required by legal process to provide such information.
- 7) Active, former or retired employees will be notified in writing if the Company releases personal information pursuant to the above.

#### **ITEM 6 - EMPLOYEES CLOTHING**

##### **DAMAGED IN MILL ACCIDENT**

Ref 1973 B/S

Company will replace personal protective equipment and clothing, under special circumstances, providing there is an injury involved and reported to First Aid. Each case will be judged on individual merits. Also, safety shoes will be replaced in cases where there is no injury. However, damage of shoes must be as a result of a work incident. The only exception of the above is in cases where eye glasses may be replaced by the Worker's Compensation Board.

**ITEM 7 - LEAVE OF ABSENCE**

Ref: 1988 B/S

Annual Vacations must be taken or scheduled in advance, prior to the Company considering Leave of Absence requests for periods of one day or more.

**ITEM 8 - GENERAL LABOUR WORK**

DURING SHUTDOWNS

Ref: 1988 B/S

1. General Labour work available during shutdowns will be assigned to employees on the basis of mill seniority, selected from a volunteer list established by the Personnel department. When the list is completed a copy will be given to the Standing Committee and posted at the Security House.

2. It is understood that the list at the time of posting will represent the available employees who will be expected to accept work assigned to them.

3. Volunteers may indicate their choice of shifts on the volunteer list and Management will accommodate employees wishes, by seniority, where possible.

4. Having established crews on the basis of the above, Management will evaluate the mix of experience on each crew, and after discussing it with the employees involved, may make some changes.

5. This agreement can be terminated by either party with ninety (90) days notice.

**ITEM 9 - HOURS OF WORK**

Ref: 1981 B/S

Management and Union reaffirmed that the policy as previously stated in Standing Committee that hours worked to be kept to a maximum of 16 hours wherever possible.

**ITEM 10 - JOB POSTING**

Ref 1977 B/S - Rev. 1981, 1983

**PART A**

The following Statement of Principle will act as guidelines for permanent entry positions within Local 592:

27K /tq 1) Permanent entry jobs into a department will be publicized prior filling. (Entry jobs being the most junior jobs in the Department acquiring Department Seniority.)

2) That publication will consist of written notification on a locked

notice board outside the Guard House.

3) This notice shall appear at least fourteen (14) days prior to final selection.

4) This notice will advise interested persons to obtain jobs details and Transfer Applications from the Personnel Department.

5) Requests for Transfer will be accepted at any time prior to such notification in anticipation of an opening. This will allow employees on vacation, away sick, etc., an opportunity to be considered. These Transfer Applications will expire once the position has been **tiled**.

6) The Union Standing Committee will be provided with a list of all candidates for each position posted prior to selection.

7) All successful applicants will be on a 30 day trial period in their new job during which time their seniority will be protected in their original job.

8) The successful applicants will be notified by the Personnel Department or department supervisor. The name of the successful applicant will appear on the previously mentioned notice board.

9) Management will determine and select the most suitable qualified candidate for the vacant position. "Qualified" means the ability of an employee to satisfactorily discharge the duties and responsibilities of the job involved based on one's qualifications and past performance; and, as to entry to the bottom of a progression line, means in addition one's ability to progress through the line.

10) Apprenticeship selection will be as outlined in Item No. 1.

#### **PART B**

#### **JOB POSTING WAREHOUSE & SHIPPING AND WOODROOM DEPARTMENT**

A) The Union will extend the present 30 day probationary period for these departments to 60 days. The right of return to a previous job or department will also be extended to 60 days.

B) This offer by the Union to extend the probationary period is based on management's agreement to use the additional time for the expressed purpose of job training only.

C) Either party can cancel this agreement by serving 90 days notice.

D) If the agreement is cancelled the probationary period will return to the previous 30 day period.

## ITEM 11 - EMPLOYEE FREEZING

Because no two departments have the same problems concerning freezing, and because problems should be settled at the departmental level without establishing precedents from one department to the next or from one employee to the other, therefore:

1) Each department should resolve requests for freezing of employees in the department between Department Superintendents and the Shop Steward, on a mutually satisfactory basis.

2) When agreement has been reached, the Standing Committee will finalize and record the freezing.

3) If freezing cannot be resolved per item (1) above, then the Standing Committee will judge the freezing request on the basis of two reasons only:

(a) Sickness or disability of employee.

(b) Incompetence of employee.

4) There may be exceptional cases where freezing is not immediately possible due to other reasons such as the Department's ability to handle excessive requests in critical job positions. Standing Committee will meet to consider alternatives in these exceptional cases.

5) The freezing will last a period of 12 months. During the last 30 days of the 12 month period it will be subject to review by either the employee or the Department Superintendent. If either party does not request a review, then the freezing will continue for another 12 month period and from year to year thereafter.

6) Before an employee can re-enter the line of progression, a vacancy must exist in his job category. He will not bump those employees who have passed him while he was frozen. If a lay-off should occur of more than 30 days, employees will be laid off in the same order they were promoted, except that on the bottom job departmental seniority would apply.

7) This agreement is not retroactive except insofar as employees presently frozen may request to be unfrozen, but will apply to all employees who are frozen after July 1, 1988.

8) CLARIFICATION - When an employee freezes himself, and the freezing form (1988) is properly processed, the following procedure will apply: a person who freezes himself on a specific job will not move up the line of progression as outlined on the form. Other employees who by-pass the frozen person will become senior to the individual and maintain that seniority in the line of progression. However, if there is a reduction in the

line of progression, employees who by-pass the frozen person will again by-pass the frozen person going down the line of progression.

9) This agreement may be terminated by either party with 90 days notice.

**ITEM 12 - LEAVE OF ABSENCE**

Ref: 1975 B/S

The matter of short term leave of absence for personal business appointments is a problem. Therefore, it is proposed that floaters will not be a consideration if an employee presents a leave of absence request for half a day or less for legitimate medical or business reasons. This is expressly for the purpose of assisting tour and day workers to obtain time off during day shift Monday to Friday to carry out urgent personal business. In cases of insufficient notice (less than 48 hours) or insufficient relief or heavy shutdown work schedules, it is understood that a supervisor may still be unable to grant all leaves requested.

**ITEM 13 - LINES OF PROGRESSION**

Ref: 1981 B/S

It is understood that in those cases where Department Utility Relief pools are decreased, either on a permanent or temporary basis, these cut-backs will be on the basis of Department seniority. However, those cut-backs which are regularly planned will continue on the basis of past practice, e.g., shift cut-backs for scheduled maintenance days in the Woodroom which are on a crew by crew basis.

Recalls from these department cut-backs will also be on the basis of Department seniority. ✓ 270  
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Generally, the principles of ARTICLE XX, Section I govern layoffs and recall from layoffs and shall take precedence in all matters of dispute.

**ITEM 14 - MICROWAVE OVENS**

Ref 1979 B/S

Microwave ovens will be installed in all Management recognized main lunchrooms.

**ITEM 15 - PLANT AND DEPARTMENTAL SENIORITY LISTS**

Ref 1970 B/S

The Personnel Department will supply one copy of Plant and Departmental Seniority lists quarterly to the Union President.

**ITEM 16 - PRESCRIPTION LENSES**

Ref 1975 B/S

The Company will pay the cost of replacement of personal prescription lenses, excluding contact lens, for Welders and anyone working with welders and whose glasses becomes pitted. Replacement will only be considered where a claim for damage has been submitted and are refused by the W.C.B. Replacement to a maximum of one pair per contract year noncumulative, is conditional on:

- (a) Clear evidence that lenses were damaged on the job by pitting.
- (b) The employee's presentation of an appropriate receipt to his supervisor for approval and forwarding to the Personnel Office.
- (c) Replacement must be with a safety lens. Replacement does not apply to frames.

**ITEM 17 - SAFETY FOOTWEAR & CAULK BOOTS**

Ref: Codification Book item 19 (592)

Company will pay 50% of retail price for safety shoes and caulk boots purchased outside of Mill Stores to a maximum of 125.00 per employee, per year. Employee to submit receipt for payment.

**ITEM 18 - STATUTORY HOLIDAY DURING DAYS OFF**

Ref: 1975 B/S - Rev. 1983

When a recognized Statutory Holiday falls on an employee's designated day off, the employee may request one additional day off without pay providing:

- (a) He applies for the day off prior to the recognized holiday.
- (b) He takes the time off within the contract year following the Statutory Holiday.
- (c) The time off to be arranged at a time suitable to the employee and the Company.

**ITEM 19 - TELEPHONES**

Ref: 1979 B/S

In cases of EMERGENCY switchboard will put calls through. In cases of URGENT union business switchboard will process calls by Union Secretary at Union Hall for President, Recording Secretary or Chairman of Standing Committee.

**ITEM 20 - TRAINING**

Ref: 1983 B/S  
1986 B/S

**PART A**

- 1) The Company and Union agree to the concept of providing



hourly and staff employees opportunities to receive hand-on familiarization training in their own departments or others, in functions they would not normally perform. The intent for this could be training for trainers, problem identification and/or problem solving. It is understood that there would be no displacement of employees normally performing the designated function(s). Each specific case will be discussed at Standing Committee in advance.

**2) Part Time Trainers**

**Rev: 1991 B/S**

- a) When hourly paid employees are required as trainers selection will be made on the basis of seniority, talent and qualifications.
- b) The Company will seek input from all Union employees and local Supervision concerned when developing selection criteria for trainers.
- c) Prior to the final selection the Standing Committee will be advised of the name of the employee who will be offered the trainer position. The Standing Committee can after considering employee objections bring these concerns to the Department Superintendent.

**3) Training Administration**

When training and work shop sessions are contemplated outside of the employees regular work schedule, the Standing Committee will be advised in advance of the details of this training such as type, duration, location, payment and the employee group involved, etc.

**PART B**

**Specialized Training**

- 1) Specialized training opportunities will be advertised for 30 days in the department or area concerned where practical.
- 2) The notice will state the criteria and conditions necessary to be considered for the training.
- 3) Management will interview each applicant, reviewing with him the scope of the new work, and will show where the applicant meets or does not meet the criteria or conditions.
- 4) In the event that the number of employees meeting the stated criteria and conditions exceed the required numbers, seniority would be the determining factor in selecting candidates for training.
- 5) Providing that the successful applicants are available, they will

be trained in the order of their seniority.

6) When all workers in a department or area are to receive new training, such training will be done in the order of their seniority, subject to their availability.

**ITEM 21 VACATION SCHEDULING**

Ref: 1975 B/S

Current departmental practice will be followed for allotment of vacations until November 15 each year. On November 15 employees will be advised to schedule their remaining vacations by December 15. The Superintendent will ~~seek~~ the co-operation of the Shop Steward of the department concerned before scheduling the remaining holidays.

**ITEM 22 OPERATING AND MAINTENANCE STATS**

Rev: 1991 - Standing Committee

The Company will determine its Operating and Maintenance needs and manning requirement will be filled as follows:

Operating Areas:

- 1) Regular crews normally scheduled to work on the day a Holiday falls, will work if required.
- 2) If full crews are not required then senior employees on the shift will be selected, provided they have the necessary training and experience to **safely** perform the assignments.
- 3) If there are further requirements then senior volunteers from the offshifts will be selected using department O/T procedures.
- 4) General Labour Pool employees will not be scheduled unless there are insufficient volunteers from the offshifts.
- 5) Normal Departmental vacation quotas will be in effect.

**Maintenance:**

Shift Coverage - Regular tourworkers normally scheduled to work on the day a Statutory Holiday falls will be required to work.

Daywork Requirements - Volunteers who have the training and experience to do the work will be selected by Maintenance Department seniority (including those tour workers not required on shift). The Superintendents or Supervisors may allow for a mix of experience when selecting volunteers.

**Emergency Callouts:**

- 1) Where possible, volunteers who have the training and experience to do the work will be called by Maintenance Department seniority.

2) When the senior volunteer is not called Management will notify the Union on the first regular work day Following the Statutory Holiday.

3) If the Union is not satisfied with the given reasons it may choose to submit a grievance.

4) Should the Union be successful with it's grievance the redress shall be equivalent alternative hours worked and paid at the Statutory Holiday rate of pay.

5) The hours to be worked will be scheduled by mutual convenience on the employee's day off but no later than three (3) months after the resolution of the grievance.

6) The Union wants to reflect that the above does not change the Union's position that Statutory Holiday overtime should be by seniority from the required trade volunteer list.

**ITEM 23 - 12 HOUR SHIFT AGREEMENT**

Week Schedule:

Compressed Work Week Conditions:

1) The Compressed Work Week will be on the conditions that there will be no extra cost to the Company and that the efficiency of any department or departments will not decrease.

✓ BSE  
1

**Relief Procedures:**

2) The securing of adequate relief will follow the present departmental relief policies. In the event of inadequate relief for the continuation of operations, the Company will revert to an eight (8) hour schedule within a twenty-four (24) hour period.

**12 Hour Shift Overtime Payment:**

3) Overtime will not be paid if incurred as a result of initial implementation or final discontinuance of the twelve (12) hour shift schedule. Employees entering the twelve (12) hour shift schedule on a temporary relief basis from an eight (8) hour per day, forty (40) hour per week schedule, will be paid overtime at the rate of time and onehalf for hours worked in excess of forty (40) for the first week upon entering the schedule and for the last week upon leaving the schedule providing proper notice has been given and the change occurs after the ~~start~~ of the work week.

**12 Hour Shift OT Payment:**

Any employee entering the twelve (12) hour shift schedule without being given due notice as per the Labour Agreement, will be paid the overtime premium for the 9th to the 12th hour of the first twelve (12) hour shift only.

**Notice of Absences:**

4) Employees will endeavor to give adequate notice of request for any absence, as per the Labour Agreement, Supplemental Agreements, and Mill General Rules.

**Overtime Payment:**

5) Overtime at the rate of time and one-half will be paid for all work in excess of twelve (12) hours in any one day and for all work in excess of forty (40) hours average per week in the eight (8) week average period.

**Banked Time Procedures:**

6) Tour workers who work in excess of twelve (12) consecutive hours on a regular scheduled shift or in excess of eight (8) consecutive hours on a scheduled day off shall have the option of receiving the overtime premium on the basis of Article VI of the Labour Agreement or of receiving straight time for hours in excess of twelve (12) or eight (8) consecutive hours respectively, and taking equivalent time off 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.

**Change of Shift Schedule:**

7) When the Company changes an employee's shift schedule after the start of the week without notification being given during the first twelve (12) hours of his 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 shift 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.

**Night Shift Differential:**

8) For purposes of the twelve (12) hour shift schedule the payment of Night Shift Differential will be based on tour work being scheduled 8-4, 4-12, 12-8, in accordance with Article VII, Section 2, Paragraph (a) of the Labour Agreement.

**Continuous Operating Premium:**

9) Employees who are employed on a continuous 20 or 21 shifts

per week schedule or on a schedule of 14 twelve hour shifts per week, will receive continuous operating premium 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.

**Vacation Entitlement for Those That Don't Qualify:**

10) An employee who does not qualify for vacation under Article XIV of the Labour Agreement, will receive a vacation of two (2) hours for each full week of actual work performed during the preceding vacation period. No vacation of less than one day will be granted.

**Taking Vacations On Tour Basis:**

11) Employees will be allowed to take vacations on a tour basis. For purposes of the twelve (12) hour shift schedule, a tour will be the number of consecutive working days without a day off. i.e., for a 48 hour tour an employee may take 40 hours vacation and 8 hours leave of absence.

**Floating Holiday Entitlements:**

12) For the purpose of the twelve (12) hour shift schedule, the floating holiday entitlement will be forty (40) hours, subject to all other conditions of Article XVII of the Labour Agreement.

13) The following rules apply to taking floaters, banked overtime and statutory holidays:

**Grouping Holidays:**

a) Employees will be permitted to group floating holidays, annual vacation, banked overtime, and/or deferred statutory holiday time to facilitate taking time off in twelve (12) hour units.

**Floaters:**

b) Employees on the twelve (12) hour shift schedule may apply for and receive five (5) shifts off as floating holidays. Payment will be any combination of the employees' forty (40) hour floating holiday pay entitlement in units of not less than eight (8) hours, coupled with accumulated banked overtime or deferred statutory holiday time. Unpaid leave may also be granted to make up the five (5) shifts. This option is voluntary. No employee shall be required to take more than three (3) twelve (12) hour shifts off. Employees will not be paid for unused floating holiday entitlements.

**Banked Overtime:**

c) At the end of the contract year, banked overtime hours from the previous contract year not taken will be paid to the employee

at one-half premium pay; except that an employee who has four (4) or more but less than twelve (12) hours remaining will have the option of taking a twelve (12) hour shift off and be paid the number of hours to which he is entitled.

taking Off Hours From Overtime Bank:

d) Time off hours will be taken out of the "over-time bank" in the same order as they went in, i.e., first in, first out.

**Paid Entitlements:**

e) Employees may take four (4) hours from paid entitlements which are defined as: floating holidays, banked overtime, banked statutory time, annual vacations and supplementary vacations is so desired to supplement Statutory Holiday Pay if they would normally have worked a twelve (12) hour shift on that day.

**Bereavement Pay:**

✓  
63A  
14) When death occurs to a member of a regular full time employee's 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 twenty-four (24) hours.

✓  
63B  
15) **Jury Duty Payment:**

C Any regular full time employee who is required to perform Jury Duty, or who is subpoenaed to serve as a witness in a court action or 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 such duty and his regular straight time hourly rate of pay for his regularly scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of (12) hours per day or average forty (40) hours per week, less pay received for such duty. The employee will be required to furnish proof of performing such services and such duty pay received.

**12 Hour Shift Definition:**

16) The twelve (12) hour shift time of 6:00 a.m. to 6:00 p.m. and 6:00 p.m. to 6:00 a.m. will define a day as a period of twenty four (24) hours beginning at 6:00 a.m. and a week as period of seven (7) calendar days beginning at 6:00 a.m. Monday. The two twelve (12) hour shifts will be referred to as Day Shift and Night Shift.

The exception to this twelve (12) hour shift time is:

- a) Plant Protection Department - 7:00 a.m. to 7:00 p.m.  
7:00 p.m. to 7:00 a.m.

(as per Standing Committee Minutes dated Thursday, January 22nd, 1990)

**Weekly Indemnity Calculation:**

17) Weekly Indemnity benefits will continue to be calculated on the basis of seven (7) calendar days in which the loss of income occurred.

**Labour Agreement Terms:**

18) Except as outlined herein, the terms and conditions of the Labour Agreement remain unchanged.

**Stat Holiday Crew Requirements:**

19) The crew on night shift prior to Easter Monday Labour Day and Canada Day will continue to work from 6:00 a.m. until 8:00 a.m. prior to the Statutory Holiday if required to do so. Payment for those hours will be as stipulated in the Labour Agreement.

**Seniority Moves:**

20) Seniority moves will remain as per present department practices and as per the Labour Agreement.

**D.U.R.:**

21) Present departmental relief policies will remain in effect.

Department Coverage Stat Holidays:

22) Present department coverage on Statutory Holidays in agreed areas will remain.

**Departments Included in Compressed Work Week:**

23) The following areas will operate on the Compressed Work Week Schedule subject to the following exceptions which operate on eight (8) hour shifts:

Department	Exceptions
Finishing (592)	-Core Maker -Core Maker Helper -Day Driver/ Scaleman -Finishing Helper
Groundwood	-Stone Sharpener -Utility Man
Kraft Mill	-Cleanup #2
Mill Stores	-Warehouseman -Receiver Shipper -Order Clerk -Accounts Payable Clerk -Spare Parts Clerk

Compressed Work Week Schedule Cont.

Mill Stores	-Heavy Spares Clerk -Steel Cutter & Deliveryman -Floater -Steel Rack Burner
Shipping	-Total department operates on 8 hour shifts except for Lowerator & DIP jobs
Woodroom	-Cleanup -Day Shift Boomman -Saw Filers
Maintenance	-all positions operate on 8 hour shifts except for Maintenance Shift Coverage jobs.
Yard Crew	-total department operates on 8 hour shifts.
Janitorial	-total department operates on 8 hour shifts.
Steam Plant	-utility
Plant Protection	-Occupational Health & Safety Technician

Cancellation Clause:

24) The above provisions may be cancelled by either party with 30 days written notification. It should be noted that each of the departments operating on the Compressed Work Week Schedule are considered individually and may individually cancel the above provisions.

**II MAINTENANCE**

**ITEM 24 - LAPSE OF WELDERS TICKETS**

Ref 1973 B/S

Company will allow a limited number of instances (not more than 15% of the crew) when a welder over age 55 and with at least 15 years; service due to health reasons is unable to pass his ticket examination, to allow his ticket to lapse. His case will be reviewed at Standing Committee. Determination by Management will be made in regard to providing appropriate work in the welding trade. If no suitable work is available, he will have the option to accept work in the mill for which he is capable and to which his seniority entitled him. He will be paid the rate of this job.



**ITEM 25 - PERSONAL TOOLS**

Ref 1979 B/S - August 1979

**Management Policy**

1986 B/S

1988 B/S

Compensation of 100% of receipted value will be paid when tools are stolen from properly secured lock-ups, subject to policy conditions being met.

In the event an employee loses a tool while working in an awkward place, such as over the water or in other locations where it is impossible to retrieve the tools, then the employee is entitled to apply for a new tool using a form which can be obtained through your Supervisor or Central Services.

**ITEM 26 - PLANNED MAINTENANCE DURING PERIODS OF MAINTENANCE CREW LAYOFFS**

Ref 1988 B/S

In the event where planned maintenance is being done during periods when the full maintenance workforce is not required, the following procedure will be followed to obtain manpower and to establish the scheduling.

- 1) Crew will be canvassed for volunteers. If there are insufficient volunteers, senior tradesmen will be scheduled. Volunteers will not be scheduled unless they are available for the duration of the maintenance work, subject to normal approved time off quotas. Senior volunteers will be scheduled.
- 2) If work is planned for off-shifts, we will canvass all those who will be working.
- 3) If there are more volunteers than are required, seniority will be the deciding factor in (2) above.
- 4) Having established crews on the basis of the above, management will evaluate the mix of experience on each crew and, after discussing with the employees involved, may make some changes.
- 5) This agreement can be terminated by either party within thirty (30) days notice.

**ITEM 27 - SPRING BREAK CLARIFICATION**

Ref 1979 B/S

School Spring Break will be considered as prime time except when it occurs during an Easter Mill Shutdown period.

A period of one week will be set aside during the Spring Break to enable the maintenance crews, excepting Oilers, to take their **ANNUAL** vacations.

It is understood that the maximum number allowed off will not exceed 30%. This would apply to crews by trades or departments and would only apply to those who wish to take their annual vacations during this period.

Oilers are allowed up to a maximum of 25 % off

a) Employees taking vacations during this period will not be able to extend their vacations into the following week, unless there are unfilled openings.

b) Employees taking vacations in the week preceding the special one week period will not be able to extend their vacation into the special one week period, unless there are unfilled openings.

c) If an emergency arises during the one week period and not sufficient people are available, then other arrangements will be made with the Standing Committee.

d) Crews involved: Yard, Painters, Machine Shop, Paper Mill and Groundwood Millwrights, Carpenters, Instrument, Automotive, Pipe Crew, Welders, Sheet Metal, Steam Plant Woodmill Millwrights, Project and Service Millwrights, Electricians.

e) The cut-off date for application is to be March 1st of every year.

#### **ITEM 28 - TEMPORARY TRADESMEN**

Ref 1973 B/S

From time to time the Company requires an additional force of mechanical tradesmen on a temporary basis. Prior to hiring, the Company will discuss with the Union Standing Committee on the number, project, trade and duration of employment term that these tradesmen will be required. It is understood that these men will be hired as "temporary", for a period not to exceed 120 days and will not be subject to recall when the project is completed. These temporary tradesmen will be advised of this as a condition of employment. Temporary tradesmen will be considered for permanent positions.

#### **ITEM 29 - VACATION POLICY FOR MAINTENANCE**

DEPARTMENTS

Ref: 1973 B/S - Rev. 1979, 1981

1) The normal selective vacation period shall be recognized as June, July, August and September and every effort will be made to accommodate employees who wish to take their vacations during these months.

2) One week's vacation shall be 5 working days within 7 calendar days, starting on Monday.

3) During peak vacation periods, July and August, it may be necessary to limit vacation time to 2 weeks maximum per man. Vacations will not be split by Management beyond 2 one-week periods for two-week man, or 2 weeks and 1 week for a three-week man or 2 two-week periods for a four-week man unless specifically requested by the employee.

4) During the vacation year, a man may have only 1 first choice in any one vacation year; i.e. summer, Easter, Christmas, unless there is a unfilled opening.

5) A period of 3 weeks will be set aside during July or August to enable the maintenance crews, excepting oilers, to take their ANNUAL vacations. It is understood that the maximum number allowed off will not exceed 50%. This would apply to crews by trades or departments and would only apply to those who wish to take their annual vacation during this period.

Oilers are allowed up to a maximum of 25% off.

(a) Management to schedule the 3 week period and will communicate to the Union prior to posting. The said period will be posted prior to vacation list posting.

(b) Employees taking vacations during the 3 week period will not be able to overlap their holidays outside this 3 week period, unless there are unfilled openings.

(c) Employees taking vacations outside of the special 3 week period will not be allowed to overlap into the 3 week period, unless there are unfilled openings.

(d) If emergency arises during the 3 week period and not sufficient people are available, then other arrangements will be made with the Standing Committee.

(e) Employees taking vacations during this 3 week period will not have another choice for prime vacation periods during the vacation year unless there are unfilled openings.

(f) Crews involved: Yard, Painters, Machine Shop, Paper Mill and Groundwood Millwrights, Carpenters, Instrument, Automotive, Pipe Crew, Welders, Sheet Metal, Steam Plant Woodmill Millwrights, Project and Service Millwrights, Electricians.

(g) The cut-off date for applications is to be June 1st of every year.

6) Two (2) employees in the same trade may exchange their vacation time, to the satisfaction of the department superintendent, providing the normal operation of the department is not disrupted.

7) During the vacation year, vacation allotment will be limited to 1 in 5.

(a) The Millwrights are grouped into 2 groups for the purpose of allotting vacations, floaters and banked time.

The grouping would be by Department seniority as follows:

Group 1	Group 2
1	2
3	4
5	6
7	8
9	etc.

8) Floating holidays with vacation may only be taken during prime vacation period if a break in the departmental vacation allotment number occurs. After March 1 of the year in question, an assessment of floaters which are still outstanding will be made by Management and the Union. The Union will give Management any assistance possible in urging their membership to take their remaining floaters as quickly as possible.

9) Normal practice during holiday shutdown periods will be that floaters up to vacation allotment plus one may be allowed. (For banked time see also Item 2)

10) Two years' vacation may be taken back-to-back by employees through satisfactory arrangements with their department supervisor. This may only occur during the months of April and May.

11) Leave of Absence with vacations may be taken in accordance with the Labour Agreement providing it does not conflict with their fellow employees' annual vacation.

12) It shall be the responsibility of the employee to co-operate with local Mill Management by indicating his desired vacation time by April 1, at which time the list will be closed. The period between April 1 and May 1 will be used to finalize vacations requested prior to April 1 and in the event of a departmental seniority dispute in the choice of vacation time, it shall then be resolved by the Union.

13) It shall be the responsibility of Mill Management to post in each department a "vacation sheet" at least 30 days in advance of April 1.

14) After the 1st of April of the vacation year in question, allotment of vacations will be on a first come, first served basis, until November 15th of the year in question. On November 15, notices will be posted to have employees schedule their remaining vacations by December 15. Any vacations not scheduled by December 15 of the year in question will be scheduled by the Departmental Supervisor concerned.

15) It is suggested that different departmental crews get together to try to work out a mutually satisfactory arrangement among themselves so that full use can be taken of the summer months for those who wish this time. In the past there have been numerous gaps of one week, etc.

16) This agreement will remain in effect as long as is mutually satisfactory.

17) This agreement is finalized on the basis that the existing floating holiday agreement dated January 8, 1960, is in effect.

### **ITEM 30 - WEEKEND MAINTENANCE COVERAGE**

Ref: 1975 B/S

A weekend call list will be posted for volunteers interested in working.

### **AGREEMENTS, STANDING COMMITTEE ITEMS, POLICIES AND PROCEDURES.**

Ref: 1983 B/S

### **ITEM 31 - ADVANCE ANNUAL VACATION CHEQUES**

Ref: Standing Committee, March 19, 1980

Members of the CEP Local 592 have the option of applying for advance annual vacation cheques.

The application form is available in the Time Office and we suggest they be completed there.

The advance annual vacation cheques will be issued in accordance with the following conditions:

- 1) Employees must apply in writing by May 1st, of each year.
- 2) Cheques will be made **up** on a percentage basis only, employees will be entitled to a subsequent adjustment after they take their vacations if the Hours Calculation provides more than the percentage calculation.
- 3) Vacations taken after June 30th will be given general wage increase changes if the hours option is **used**. Adjustments would also be made to reflect card rate changes.

4) Employees will not be permitted to withdraw only partial vacation pay and the balance at a later date.

5) Income tax will be deducted on the basis of vacation pay alone.

6) The vacation cheque will not include the additional ten hours' pay but those hours will be paid when the employee takes his first week's vacation as per present practice and LABOUR AGREEMENT provisions.

7) Cheques will be made up during the 1st half of May and made available during the 2nd half of May. Those wishing to receive their pay cheques under this policy must pick this cheque up prior to June 14th.

#### **ITEM 32 - DISABLED EMPLOYEES**

Ref 1983 B/S

If an employee becomes physically handicapped as a result of an occupational injury to the extent that he is permanently unable to perform his regular job, the Company will endeavor to provide employment to the individual in a suitable job opening which is vacant at Alberni Specialties.

The Company will continue the past practice of working jointly with the Union Officials and Government Agencies to explore ways to find suitable placements of the employee.

#### **ITEM 33 - EMPLOYEE ASSISTANCE**

Ref 1983 B/S

1986 B/S

The Company and Unions are committed to offer help to current employees, their families, former Alberni Specialties employees and retired employees with their personal problems. Therefore an Employee Family Assistance Program has been implemented and will be maintained.

#### **ITEM 34 - FORTY-TWO HOUR SPECIAL LEAVE**

Ref Local Agreement March 27, 1981

Tour workers have the option of participating in a plan providing for an average 40 hour week by the granting of special leave. Details of the plan can be obtained at the Payroll office.

#### **ITEM 35 - FOUR POINT FORMULA**

Ref Local Agreement 1963

Standing Committee 1963

1) All tie-in work both electrical and mechanical between existing equipment and new installation to be done by CEP Local 592 members.

2) All temporary installation both mechanical and electrical necessary to maintain production during construction to be carried out by CEP Local 592 members.

3) All preparatory work necessary for new installations existing structures to be carried out by CEP Local 592. This to include removal of machinery being replaced by new; rerouting of existing electrical wiring; steam, water, and air lines, or any other obstructions.

4) All expansion of services from existing equipment to new equipment shall be carried to the nearest convenient juncture by CEP Local 592.

#### **ITEM 36 - MILLWRIGHT SHIFT COVERAGE**

Ref: Standing Committee May 3, 1976 Revised

#### **GUIDELINES FOR SHIFT MILLWRIGHT REPLACEMENT IF THERE ARE NO VOLUNTEERS:**

These guidelines will be utilized when existing Shift Maintenance crew replacement practices cannot be implemented.

1. Permanent vacancies (or known vacancies over 120 days)

a) Junior man in the mill who has completed his 30 day probationary period will fill the vacancy but will not go on shift until 60 days (or when competent) after probationary period in the department requiring Shift Maintenance. The junior qualified men in the department will cover the shift while the new man is being trained.

b) A Millwright filling a permanent vacancy must remain on shift a minimum of twelve months. After ten months, with 60 days notice, a request to come off shift can be made.

2. Temporary relief (35 calendar days or more)

a) Effective January 1st of each year, the junior man in the crew will do the complete shift relief until he has accumulated a total of 35 eight-hour days or the equivalent in 12 hour shifts.

b) Additional relief will be provided by the crew on a rotation basis starting with the next junior man, however, if a senior man volunteers for this additional temporary relief, the time will be credited to the next junior man.

c) The relief man must have been in the crew 60 days after completion of his probationary period.

#### **ITEM 37 - OVERTIME CALL-INS**

Ref Letter of Understanding, 1982

Departments affected: Woodroom, Kraftmill, Finishing

If an employee, through a supervisory error in applying the agreed upon overtime distribution procedure, misses an overtime opportunity, then the remedy would be for the Company to schedule an equivalent overtime assignment within 4 weeks of the complaint.

It is understood that "equivalent" refers to the number of hours and may or may not involve other payment.

i.e. In the context of this agreement, "equivalent" may or may not include any or all of the following, depending on the schedule of the "equivalent" assignment actually worked:

- 1) Call Time
- 2) Penalty Time
- 3) Banking of overtime
- 4) Overtime meals

This letter of understanding can be cancelled by either party within thirty (30) days notice and is applicable to the Departments named above only as long as existing overtime coverage agreements remain in force in those Departments.

**ITEM 38 - OVERTIME CONTINUATION**

Ref: Standing Committee,  
November 26, 1974 -  
Amended February 11, 1975

A day worker who, prior to 6:00 a.m., is called back to work on a breakdown after completion of 8 hours work shall be paid according to the Labour Agreement for those hours up to 8:00 a.m. However if he continues to work through in to the next day after 8:00 a.m.. the overtime payment will continue to the completion of the job that necessitated the call-in. This would apply only to the original man, or men, brought in early. It is understood that should the breakdown continue the above clause would only apply for the first day.

If the original man who was called in is taken off the job that necessitated the call-in, he would still receive the overtime payment until the job is completed. This would only apply for the first day.

**ITEM 39 - PAYMENT FOR MEETINGS ON OFF-SHIFT HOURS**

Ref: Management Policy 117

The basis of payment for attending meetings held outside working hours is as follows:

NOTE: Time cards for Union Committee members attending a



meeting on a day off or between shifts must be authorized by the management representative who called the meeting.

#### **A. UNION COMMITTEE MEETING**

Union Committee members attending Union/Management meetings during off-shift hours will not be paid for attending such meetings. If the meeting is held during their regular shift, however, no deductions will be made. Examples of such meetings include Standing Committee, Job Evaluation, E.M.B.A., Vending and Apprenticeship meetings. If special, Company initiated information meetings are called, and full committee attendance is desired, time spent to attend such a meeting will be paid for those employees not on shift at the time the meeting is held. The rate of pay shall be at straight day shift card rate and no call time, meal, etc.

#### **B. SAFETY MEETINGS**

##### **1) PLANT GUIDANCE MEETINGS / 592 DIRECT SAFETY BOARD / ENVIRONMENTAL COMMITTEE AND / OR TOURS**

Hourly paid members of such committees and other hourly paid employees who are requested to attend such meetings or participate in a safety tour, will be paid at their regular rate of pay on a straight time basis for the actual time spent in attending regular Plant Guidance, 592 Direct Safety Board, or tours outside of working hours. No call times, meals, etc., will be paid for this attendance.

##### **2) ACCIDENT INVESTIGATIONS**

Whenever possible, Accident Investigations and other safety related meetings should be scheduled during working hours. However, hourly paid employees who are requested to investigate accidents during hours outside their regular shift will be paid according to the Labour Agreement.

##### **3) OTHER SAFETY RELATED MEETINGS**

- Subcommittees (Lock-out, etc.)
- Area Safety Committees
- Crew Safety Meetings
- Quarterly Crew Chairman Safety Meetings

Hourly paid employees who are requested to attend safety related meetings during hours outside their regular shift will be paid at the overtime rate for actual hours involved if they would normally qualify for overtime. This time can be banked under the normal rules for the day workers and tour workers. No call time. meals, or meal tickets will be paid for this attendance. Such meetings

should normally last less than one hour.

Special presentations where we encourage maximum attendance would be paid on the same basis.

On occasions where Union Executives who are not members of a particular safety committee wish to attend a meeting of that committee on a voluntary basis outside their regular shift, they will not be paid by the Company for attending.

**ITEM 40 - P.C.B.'s**

Ref 1983 B/S

Alberni Specialties will keep abreast of new developments in technology and as technology is proven and authorized by Government, we will move to eliminate stored P.C.B.'s at Alberni Specialties.

We are closely regulated in dealing with P.C.B.'s in use and in storage, and would expect the regulations to reflect the technology that develops, and is proven.

**ITEM 41 - THIRTY DAY SICK POLICY**

Ref Standing Committee, October 1, 1982

If a particular department knows in advance that an employee will be off for more than thirty (30) days, the move up will be made as soon as possible. The most senior available qualified employee will be moved up.

**ITEM 42 - WALKING AND LOADING 3 LINES - GROUNDWOOD**

Ref 1983 B/S

The Company policy on assigning Groundwood manning is the following:

It is not the Company's intention to schedule a person to load more than 4 stones (8 pockets) at any one time. The configuration of walking and loading three lines would not be assigned on a regular basis. On a given shift, there may be times when it is necessary for short periods to do so, but only when other alternatives have been examined and rejected by the Department.

If the Company contemplates a change in this policy, the Union Standing Committee would be advised prior to implementation.

**ITEM 43 - O.T. AGREEMENT RE: CALL INS**

Ref 1994 B/S

Maintenance and Operating Employees working overtime when there are people laid off.

On a without prejudice basis the employed Maintenance Membership of Local 592 will on a voluntary basis work Emergency overtime, provided the overtime is estimated by the crew and supervisor to be two hours or less. If at the end of two hours of emergency overtime it becomes evident that the work is near completion but requires additional time the tradesman may complete the work.

Planned overtime requirements that are estimated by the crew and supervisor to be more than two hours will be worked by available laid off employees. If no laid off employees are available when called, overtime may be worked on a voluntary basis.

#### **ITEM 44 - PROPER NOTIFICATION (Contractors)**

Ref Management Policy

This is a reminder that all non-divisional personnel wishing entry into the mill must sign at the Guardhouse. This requirement applies to everyone including contractors and service reps.

In case of Contractors when they have a crew working in the Mill, the contractor or his supervisor may sign in and out for his people on a shift basis. When signing in the contractor's rep. must log the number of employees he has in the mill and where they are working and be sure they have left the mill when he signs out.

#### **ITEM 45 - SHIFT COVERAGE re: Seniority**

1. If we were to reduce the number of Shift positions on a permanent basis then the people would come **off** shift by reversed seniority.
2. If we were to curtail part of the mill and lay part of the Maintenance department off, shift coverage would be by seniority.
3. If we were shutting down part of the Mill for 96 hours or less for Maintenance and rescheduling the shift people to days to cover the shutdown. We would leave the normal people on shift in the area still running because of training and expertise.

We would also make sure that those coming off and going on shift would not lose time in making the switch.

#### **ITEM 46 - LOCK OUT PROCEDURE**

The Joint CEP Local 592/Management Negotiating Committee makes the following recommended changes. The proposed changes will be given to the Joint Lock-Out Committee for their review.

At the earliest possible time if it becomes evident to the Superintendent

of the Department or the Area Safety representative that disciplinary action may result either party may stop the investigation at this point.

The appropriate Union Standing Committee member will be called in to participate in a fact finding. Once the fact finding is complete then the investigation can proceed. If discipline is imposed by Management it will be subject to the grievance procedure.

#### **ITEM 47 - FACILITIES COMMITTEE**

The Unions and Management agree to reestablish the Committee for over-seeing the maintenance and upgrading of Lunchrooms, Control Rooms (Booths) and Washrooms. The committee will be made up of one representative from Local 592, one from Local 686 and one from Management.

#### **ITEM 48 - SENIORITY**

The Union and Company recognize the principles of seniority as outlined in Article XX - Seniority, Section 1 Principles.

Recorded recall will be issued to laid off employees who have worked a minimum of 80 hours in any floating 30 day period.

Employees who are laid off retain their department seniority as long as they have recall rights.

1. Permanent mill lay offs. Lay offs that are expected to exceed or exceed 30 calendar days will be considered as permanent mill lay offs, limited only by certification and qualification requirements and the job training provisions of the Labour Agreement and Supplemental Agreements, all permanent mill lay offs and recall will be by mill seniority,
2. Temporary mill lay offs. A temporary mill lay off is defined as a mill lay off that is not expected to exceed 30 calendar days.
  - 2a. Temporary recalls from mill lay off will be by the senior qualified employee when the work available does not exceed the recognized job training or refresher period.
  - 2b. When the temporary work exceeds the job training or refresher period. the mill senior employee is recalled and trained to do the work.
  - 2c. When there is a reasonable expectation that the mill senior laid off employee will be recalled continuously to the same or other work, he will be recalled and trained regardless of the fact that the initial recall is for work that does not exceed the training period.

3. Temporary mill lay offs will be governed by the 30 day bumping agreement and the October 6, 1986 Standing Committee minutes. This position will as far as it is practicable allows the executive and membership to protect mill seniority.

4. Department lay offs and department recall. Lay off from and recall to a department will be by department seniority.

When laid off from a department the employee becomes a GLP, provided that the employee has the necessary mill seniority to remain in the mill.

Employees are then given work within the mill, subject to certification and qualifications and the job training provisions of the Labour Agreement and Supplemental Agreements.

5. Without changing the intention of the above and governed by the above the following principles are recognized.

a) Mill seniority establishes the right to work in the mill.

b) Department seniority establishes an employees right to work in a department. The employees line of progression position determines the job position a employee will hold within the department.

c) Any member of Local 592 who has received notice of permanent lay off and who is not scheduled to work prior to Friday at 4:30 PM of the preceding week, shall not exercise Department seniority or line of progression position if called in to work that next week.

6. The above position will not and does not change the special protection within their shop, given to ex members of the IBEW by the LRB of B.C. at the time of the decertification of their local union.

7. All disagreements with respect to the application of seniority, layoff and recall will be taken first to the manning sub committee for resolution. Failing that the recourse as per Labour Agreement provisions would apply.

8. Operating Procedures when the Full Department is Working  
Regular crews and shifts work as scheduled.  
Mill Seniority is applied to bump GLP's, DUR's and the bottom job in the department.

Operating Procedures When the Department is Partially Curtailed

Regular crews work in order of department seniority.

Relief is provided by department seniority or mill seniority if more than one department is curtailed.

### TRAINING

- a) Training of employees, whenever possible will take place in one consecutive period. It is recognized that training is much more effective if it takes place in one consecutive period. The Department will do everything within its ability to maintain this principle.
- b) The length of training and familiarization for each training opportunity will be reviewed by the mill manning committee after discussion at the department level.
- c) While operating employees are in their training and familiarization period they will not exercise their department recall rights. However, if prior to the preceding Friday @ 4:30 PM a full tour is available in a position which has a higher rate and the employee would normally be entitled to the job, the higher rate **would** be paid for that week. This will be reviewed each week.
- d) It is understood that in the event of a permanent position to which the employee is entitled becomes available, the above procedures would no longer be in effect and the employee would move to the permanent position immediately.
- e) Concerns with trainers/training as per Item #22.

### TEMPORARY POSTINGS

A number of predetermined DUR positions will be posted in addition to DUR's already attached to departments. These postings will be temporary in nature:

1.	<u>Department</u>	<u>Number of DUR</u>
	Groundwood	5
	Shipping/Warehouse	3
	Steam Plant	4
	Woodroom	6

These numbers will change depending on Department Manning Levels.

- 2. These postings are available to all GLP's
- 3. It will be stressed to employees that these postings are temporary.
- 4. Employees can only choose one temporary posting. If the

employee decides to turn down the posting they will return to the GLP, and would be eligible for subsequent temporary posting.

5. Employees will retain their recall rights to their original departments.
6. Departments that have more than one temporary posting will fill the posting with the senior employee first.
7. If a department employee is in a temporary posted position and is called back to his old department he must go back to his original department or he would become a GLP and give up his departmental seniority and his temporary posted position. Call back must be by department seniority. If the call back is temporary he will at its end return to his temporary posted position as if he had never left.
8. Where special department requirements exist, they will be identified and if accepted by the Company and the Union, they will be exempt from item 6 above.

#### **NEXGEN**

Any permanently laid off 592 member recalled due to manning requirements for the Nexgen project, will not exercise department recall for the period that they are required for work necessitated for the project. If a senior employee is not getting their hours they have the option of bumping in to the Nexgen project.

This agreement may be cancelled upon 30 days written notice given by either party.

#### **ITEM #49 - BUMPING PROCEDURES**

Procedures for bumping during periods of temporary layoff where partial operations continue.

#### **PERIOD 1      PROCEDURES**

(Up to and including 3 days)

- A. If full department operations then:
  1. Regular department crews would work on regular shift. No bumps would occur.
  2. Mill seniority would be considered for relief (DUR/GLP) to perform bottom job in the line of progression, if candidate is already trained.
- B. If partial department operations, then:
  1. Regular department crew works by

**PERIOD 1**

**PROCEDURES**

crew seniority and relief would be by department seniority.

**PERIOD 2**  
(4 days to 14 days incl.)

1. Regular department crew would work on regular shift. This only applies if the regular shift schedule is being followed if it is changed this does not apply.
2. Mill seniority would be considered for relief (i.e. GLP/DUR) and for bumping to perform bottom job of the line of progression, if a line exists and such jobs are scheduled, providing no more than one day of training is required to perform job satisfactorily.

**PERIOD 3**  
(15 days to 30 days incl.)

1. Regular department crew would work on regular shift. This only applies if the regular shift scheduled is being followed if it is changed it does not apply.
2. Mill seniority would be considered for relief (i.e. GLP/DUR) and for bumping to perform the bottom job in the line of progression, if such a line exists and such jobs are scheduled, providing no more than three days of training is required to perform job satisfactorily.

**ITEM 50 - CONTRACTING OUT TIE-IN WORK**

Notes of Clarification

During the course of this bitter dispute at Alberni Specialties a previous act of good faith and cooperation between local 592 and MacMillan Bloedel was used against us at the Labour Relations Board. At one of the contracting out meetings prior to a total outage in the summer of 1994, Local 592 agreed to let the company contract out some CTMP chest inserts. This was an act of good faith between two parties who have worked cooperatively for many years to build a solid relationship in resolving contracting out issues. As it so happened the Company came back to us the next day and said that they no longer had to contract out that work owing to the availability of two fitters who would be finished their work at the effluent treatment plant. The third party that used this against us at the L.R.B. had no interest in the cooperative working arrangement that we have at this committee level. They just used that first document to further their own



interest. Once again in an act of good faith that we hope will help towards restoring our committee relationship we are agreeing to let you contract out **some** tie-in work.

Local 592 asks of you that this tie-in work that we agree to let you contract out in order to be able to start up the mill as soon as possible after this lengthy strike, will not be used against us at the L.R.B.

**ITEM 51 - PIPEFITTER SHIFT COVERAGE**

- 1) Permanent shift vacancies will be posted for three days and the vacancy will be covered by the most senior volunteer or if no volunteer by the most junior trained pipefitter.
- 2) Permanent shift assignments will be for a minimum period of one year unless there is a more junior trained pipefitter or volunteer available, in which case 30 days notice to come off shift will be given by the man involved. Man involved has the option to stay on shift for an additional year.
- 3) The most senior shift pipefitter will have the first choice to come off shift.
- 4) Shift relief coverage for three days or less will be designated by the supervisor.
- 5) Ninety days total of training in all operating departments will be provided before a junior pipefitter is assigned to a shift, i.e. 30 days each in project crew, pulp area crew, paper mill crew.
- 6) Mutual exchange of shifts between fitters may be arranged between the men involved, pipefitter shop steward and the supervisor involved.
- 7) Shift relief coverage for one or more tours will be supplied by the bottom ten pipefitters:
  - a) Junior man starting first.
  - b) Each man to do 12 shifts (12 hour shifts) or completion of tour that make up the 12 shifts (would be 13 or 14 shifts); then coverage goes to next man.
  - c) After tenth man completes his coverage, it then goes back to bottom man.
- 8) This agreement is subject to review and discussion as required.

**ITEM 52 - ALTERNATE WORK FOR PERSONNEL ON  
No.1 PULP MACHINE  
Ref Rev. 1981**

In the event of a shutdown of No. 1 pulp machine of less than 3 days, crews will be retained in the department for such cleanup, blow-down, etc., for the balance of the first shift, in which the shutdown occurred, and subsequent two shifts (maximum 24

hours). In addition, the senior employee in each crew will be retained for an additional four (4) days (maximum 96 hours) for machine security. The senior men will be paid their regular rate for this period. The crews will have the option to accept alternate work in the maintenance crews. This work will be classed as mechanical labour, duties and pay to be the same as the Mechanical Labour rate, or possibly be scheduled to work in the Yard Crew and paid the **rate** of the job performed. The Company, to the extent that it is practicable when offering alternate work will also consider medical capability, personal preference and seniority in determining appropriate assignments. **Also**, in the event that a shutdown occurs at a time such that the 24 - hour period, referred to above, ends during a weekend, and unless formal arrangements have been made with regard to reassigning crews to maintenance jobs during the weekend, then the department will retain crews for the duration of the weekend, as per their normal schedule, and re-assign appropriate work departmentally, until other arrangements can be made.

This would only apply to the present line of progression. However, if future new lines of progression were developed this proposal would cease to exist.

**ITEM 53 - DRIVER'S COFFEE BREAK - WAREHOUSE /SHIPPING**

Ref 1975 B/S

- (a) If over two drivers on shipside, both Dock Utility and Auto Utility to be used for relief.
- (b) If over eight drivers working one per hatch, Loci crew (three men) to go to dock and assist other two men (dock and auto utility). This would probably mean no switching chemicals or chips during the relief period, between 10:00 a.m. and 11:00 a.m. and 3:30 p.m. to 4:00 p.m.