

**Alberni Specialties**  
**LABOUR AGREEMENT**

**1994 - 1997**

BETWEEN **MACMILLAN BLOEDEL LIMITED**  
Alberni Specialties Division

(hereinafter referred to as the Company)

**PARTY OF THE FIRST PART**

— AND —

**LOCAL #686** of the **COMMUNICATION ENERGY**  
**& PAPERWORKERS**

(hereinafter 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:

“(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.

#### **Section 5: Union Dues Deduction**

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

### **ARTICLE V - STANDING COMMITTEE**

Standing Committees shall be maintained in the following manner:

(1) 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 XVII 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 XVII of this Agreement.

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

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

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

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

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

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

### **(3) Banking of Overtime**

(i) Tour Workers who work in excess of eight (8) consecutive hours shall have the option of receiving the overtime premium on the basis of this Section or of receiving straight time for hours in excess of eight (8) consecutive hours and taking equivalent time off in units of not less than four (4) hours at the hourly rate for the job when the work was performed, at a time suitable to the employee and the Company during the contract year. Any overtime remaining at the end of the contract year in which it is banked may be carried over to the next contract year for purposes of taking equivalent time off. If equivalent time off is not taken by the end of the contract year following the contract year in which it is earned, the Company shall pay the deferred one-half premium pay. Tour Workers who choose to bank overtime may later re-elect to receive the deferred one-half premium pay.

(ii) Day Workers who work in excess of ten (10) hours in a day shall have the option of receiving the overtime premium on the basis of this Section or of receiving straight time for hours in excess of ten (10) hours in a day and taking equivalent time off in units of not less than four (4) hours at the hourly rate for the job when the work was performed, at a time suitable to the employee and the Company during the contract year. Any overtime remaining at the end of the contract year in which it is banked may be carried over to the next contract year for purposes of

taking equivalent time off. if equivalent time off is not taken by the end of the contract year following the contract year in which it is earned. the Company shall pay the deferred one-half premium pay. Day Workers who choose to bank overtime may later re-elect to receive the deferred one-half premium pay.

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

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

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

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

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

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

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

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

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

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

(d) Where an employee is temporarily off work because of a shut-down 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 shut-down. 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**

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**

(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.

(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 XXXI, Adjustment of Complaints. Any dispute which may arise thereunder shall be dealt with as provided in the Job Evaluation Plan.

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

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

In case any employee reports for his 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.

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

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

## **ARTICLE X – CALL TIME**

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

An employee shall receive two (2) hours Call Time at the

straight time rate in addition to pay for time actually worked under the following conditions:

**(a) Call to work following a shift**

When required to report for work after completing his designated shift.

**(b) Call to work on a designated day off**

When required to report for work on a designated day off.

**(c) Statutory Holiday Work**

For any work performed on a holiday as specified in Article XVII.

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

When a day worker is required to report for work in accordance with (a), (b) or (c) above, he 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 XII.

**ARTICLE XI - FOURDRINIER WIRE ALLOWANCE**

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

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

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

In cases where more than one machine is involved, the above

allowance shall be paid for each machine.

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

## **ARTICLE XIII - BEREAVEMENT LEAVE**

### **Section 1: Compensation**

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

### **Section 2: Definition of Family**

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

### **Section 3: Effect on Vacation Entitlement**

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

## **ARTICLE XIV - LEAVE OF ABSENCE**

### **Section 1: Union and Public Office**

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

An employee appointed or elected to full-time office in his Union, or to Federal, Provincial, Municipal or Aboriginal office, shall be granted as much leave as is necessary during the term of such office.

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

### **Section 4: Maternity Leave**

The Company will grant extended maternity leave without pay



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

**Section 5: Other Leave**

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

**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:

	Length or Vacation	Vacation Pay <u>being the greater of:</u>
An employee who is on the payroll on May 1st, who has been continuously employed during the qualifying period, and who has:		Vacation Pay, being the greater of % of the total wages earned by the employee during the preceding vacation period, <b>or</b> hours pay at the hourly rate of the employee's regular job.
(A) been employed for less than one year and does not qualify under (B) below:	Length of Vacation ¼ day for each full week of actual work performed during the preceding vacation period provided no vacation of less than one day will be granted.	4-1/2% or NIL hours

	Length of Vacation	Vacation Pay. being the greater of
<p>B) been employed for less than one year but has worked not less than 1500 hours during the preceding vacation period  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 Holidays; Jury or Witness Duty; Bereavement Leave; Contractual Steam Plant, Apprenticeship and Fini Aid Leaves; Banked Days Off and Days Off in lieu of work performed on a Statutory Holiday;</p>	2 weeks	4-1/2% or 80 hours
(C) qualified for his 2nd vacation under this Agreement:	3 weeks	6-1/2% or 120 hours
(D) qualified for his 7th vacation under this Agreement:	4 weeks	8-1/2% or 160 hours
(E) qualified for his 15th vacation under this Agreement:	5 weeks	10-1/2% or 200 hours
(F) qualified for his 24th vacation under this Agreement:	6 weeks	12-1/2% or 240 hours
(G) qualified for his 30th vacation under this Agreement:	7 weeks	14-1/2% or 280 hours

#### **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.



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 XVII - STATUTORY HOLIDAYS

### Section 1: Recognized Days

The following shall be the recognized Statutory Holidays:

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

### Section 2: Adjustment in Hours

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

In the event that Canada Day falls on Sunday, the following

Monday will be observed and the specified hours correspondingly changed.

### Section 3: Holiday **Work**

(a) Production and/or maintenance work may be performed on any statutory holiday excluding those outlined in Section 3(b) below.

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

(b) On Christmas Eve, Christmas Day, and Boxing Day no work shall be done except as follows:

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

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

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

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

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

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

### Section 4: Pay for Holiday **Work**

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

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

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

### Section 5: Qualifying Conditions

In addition to any other compensation earned, any employee who is on the payroll of the Company on any of the foregoing recognized statutory holidays will be granted eight (8) hours pay

at the straight time rate of the employee's regular job, subject to compliance with all of the conditions (a) to (f) set forth below:

(a) The employee must have been on the payroll for not **less** than the sixty (60) days just preceding the holiday and must have previously qualified for a statutory holiday as provided in (d) below, and  
(b) The employee must have worked at least one (1) day during the sixty (60) day qualifying period just preceding the holiday, and  
(c) The employee must have worked his scheduled work day before, and his scheduled work day after, such holiday, unless failure to work his scheduled work day before or after the holiday was due to any **of** the following events:

(i) When the employee is on his regular authorized paid vacation:

(ii) When the employee is unable to work by reason of an industrial accident as recognized by the 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 XVIII - SPECIAL (PERSONAL) FLOATING HOLIDAYS**

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

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

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

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

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

(b) Employees will not qualify for Special (Personal) Floating Holidays if on leave of absence of more than nine (9) months in the contract year except in the case of sickness or injury.

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

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

## **ARTICLE XIX - WELFARE PLAN**

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

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

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

A joint Welfare Board shall be established comprised of three (3)



members appointed by the National Union and three (3) members appointed by the Pulp and Paper Employee Relations Forum.

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

## **ARTICLE XX - PENSION PLAN**

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

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

### **Section 2: Contributions**

(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 XXI, and Exhibit "E". This Plan will continue in respect of such employees and the Joint Union/Management Pension Committee provided for therein will continue to function as necessary.

## **ARTICLE XXI - SENIORITY**

### **Section 1: Principles**

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

In cases of permanent job transfers, it is not the Company's intent to give a junior employee preference over a senior employee on the basis that he 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 XXII 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 five (5) days where the layoff is estimated to be in excess of thirty-five (35) days.

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

(c) Where a layoff results from a permanent partial plant closure or a temporary closure in excess of one hundred and eighty (180) days, the Company will participate in a program of training or retraining for another job within the operation to facilitate the exercising of mill seniority, recognizing there will be limitations where special qualifications are required. Phasing in arrangements to implement the program will be discussed by the Company and the Union.

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

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

### **Section 6: Welfare Coverage**

(a) An employee with one (1) or more years seniority may have his welfare coverage continued for six (6) months while on layoff.

(b) An employee with more than four (4) months but less than one (1) years seniority may have his welfare coverage continued for three (3) months while on 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.

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

## **ARTICLE XXII - JOB SECURITY**

### **Section 1: Objective**

The Company and Union recognize that technological change, while necessary to the industry, may have an impact on employees.

It is the purpose of the following provisions to assist employees in adjusting to the effects of such change.

## **Section 2: Definition**

Technological change, which term shall include automation, mechanization, and process change, means 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.

## **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.

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

## **Section 5: Seniority Status**

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

(b) An employee who is set back to a lower paid job because of mechanization, technological change or automation will receive the rate of his regular job at the time of the set-back for a period of six (6) months, and for a further period of six (6) months he will be paid an adjusted rate which will be midway between the rate of his regular job at the time of the set-back and rate of his new regular job. At the end of this twelve (12) month period, the rate of his new regular job will apply. However, such

employee will have the option of terminating his employment and accepting severance pay as outlined in Section 6(a) below, provided he exercises this option within the initial six (6) month period referred to above.

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

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

### **Section 6: Severance Allowance**

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

<b>Years of Employment</b>	<b>Severance Allowance</b>	
	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.

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

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

Where the employee renounces the right of recall during 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 XXIV, Section 5, Job Elimination, or under Article XXIII, Section 2, Permanent Mill Closure.

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

#### Section 7: Training

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

### ARTICLE XXIII - PERMANENT MILL CLOSURE

#### Section 1: Notice

An employee terminated as a result of a permanent planned closure of the mill shall be given a minimum of thirty (30) days notice of closure.

#### Section 2: Severance Allowance

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

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

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

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

### ARTICLE XXIV - JOB ELIMINATION

#### Section 1: Definition

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

#### Section 2: Exclusions

No payment will be made under Section 5 in cases:

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

**Section 3: Notice**

The Company will advise the Standing Committee at least thirty (30) days prior to such job elimination. Crew reduction will be in accordance with Article XXI - Seniority.

**Section 4: Elimination Options**

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

- (1) Recall and seniority retention as per Article XXI - Seniority, or
- (2) Severance allowance as per Section 5 below.

Such 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:

<b>Years of Employment</b>	<b>Severance Allowance</b>	
	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 XXV - CONTRACTING**

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

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

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

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

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

## **ARTICLE XXVI - APPRENTICESHIP TRAINING PROGRAM**

### **Section 1: Training Program**

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

### **Section 2: Apprenticeship Act**

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

## **ARTICLE XXVII - COMPRESSED WORK WEEK**

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



## **ARTICLE XXVIII - SAFETY AND OCCUPATIONAL HEALTH**

### **Section 1: Principle**

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

### **Section 2: Joint Safety Committee**

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

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

### **Section 3: Safety Education**

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

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

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

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

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

(3) Not more than two (2) accredited delegates from each Local Union may attend the said safety conference and they shall be compensated by their respective companies for any loss of wages incurred as a result of their attending the said conference. It is understood that 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 ( $\frac{1}{2}$ ) day of the Safety Conference shall be set aside for open discussion on safety problems; the rest shall be pre-planned by the Planning Committee with emphasis on industry-wide problems.

### **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 XXX - 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 XXXI - ADJUSTMENT OF COMPLAINTS**

Preamble: It is mutually desired and intended by the parties that any dispute or complaint arising out of the interpretation of this agreement will be communicated by the employee to his 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 XXXII - DURATION AND AMENDING PROCEDURE**

### **Section 1: Term of Agreement**

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

### **Section 2: 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 **686**:

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J. Mitchell - President C.E.P. Local **686**

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L. Cyr - Vice President C.E.P. Local **686**

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G. Smith - Wage Delegate C.E.P. Local **686**

For MacMillan Bloedel Limited - Alberni Specialties

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R. DeClark - Manager Human Resources - Paper Group

---

G. Dillon - Maintenance & Engineering Manager

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S. Gunther - Finishing Superintendent: Customer Services

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N. Kofler - Employee Relations Supervisor



**PORT ALBERNI CEP LOCAL # 686**

**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, will receive the job rate for such jobs on the dates *so* specified.

	<b>May 1/94</b>	<b>May 1/95</b>	<b>May 1/96</b>
Labour Rate	18.715	19.275	19.855

**STOCK PREPARATION**

★ Beater Engineer	25.920	26.700	27.500
Coating Kitchen Operator			25.99
(22) #3 & #4 Stockman	22.530E	23.205E	23.900E
(5) Clayman	19.515E	20.100E	20.705E
Kitchen Utility			20.705
(3) #5 Repulper Operator	29.395H	21.005H	21.635H
(3) #2 Beater Driver	19.185E	19.760E	20.355E
(2) #2 Beater Operator	19.025E	19.595E	20.185E
(1) Repulper Helper	18.775E	19.340E	19.920E
(½) #2 Beater Helper	18.775E	19.340E	19.920E

★ Receives top Winderman rate - Newsprint Wage Schedule.

**MACHINES**

**#3 Machine (Bracket 75)**

**Breast Roll Width - 280"**

**Speed Bracket 3200 - 3249 F.P.M.**

**Commodity - Newsprint**

Machine Tender	30.360	31.270	32.210
Back Tender	27.915	28.750	29.615
Winderman	25.510	26.275	27.065
Fourth Hand	22.165	22.830	23.515
Fifth Hand	21.225	21.860	22.515

	May 1/94	May 1/95	May 1/96
Sixth Hand	20.065	20.665	21.285

#### # 4 Machine (Bracket 75)

**Breast Roll Width - 268"**

**Speed Bracket 3300 - 3349 F.P.M.**

**Commodity - Newsprint**

Machine Tender	30.360	31.270	32.210
Back Tender	27.915	28.750	29.615
Winderman	25.510	26.275	27.065
Fourth Hand	22.165	22.830	23.515
Fifth Hand	21.225	21.860	22.515
Sixth Hand	20.065	20.665	21.285

#### # 5 Machine

**Breast Roll Width - 330"**

**Speed Bracket 3350 - 3349 F.P.M.**

Machine Tender			33.84
Assistant Machine Tender			31.05
Back Tender			30.66
Assistant Back Tender			28.23
Winderman			27.85
Assistant Winderman I			24.08
Assistant Winderman II			24.08
Winder Helper I			22.025
Winder Helper II			22.025

### CLOTHING & CLEANERS

★ Head Clothing Man	25.920	26.700	27.500
(18) Assistant Head Clothing	21.825E	22.480E	23.155E
(11) "A" Clothing Man	20.585E	21.205E	21.840E
(3) "B" Clothing Man	19.185E	19.760E	20.355E

★ Receives Top Winderman rate - Newsprint Schedule.

### REWINDERS

(7) Specialty Rewinder Op.	19.875E	20.470E	21.085E
(5) News Rewinder Op.	19.515E	20.100E	20.705E

	May 1/94	May 1/95	May 1/96
(2) Specialty Rewinder Helper	19.025E	19.595E	20.185E
(1) News Rewinder Helper	18.855E	19.420E	20.005E

### TECHNICAL

Newspaper Tester	20.930E	21.560E	22.205E
Groundwood Pulp Tester	19.515E	20.100E	20.705E
CTMP Pulp Tester	19.345H	19.925H	20.525H

### FINISHING ROOM

(17) Finishing & Shipping Inspector	21.635E	22.285E	22.955E
(15) Wrapline Operator #1	21.635	22.285	22.955
(7) Wrapline Operator #2	19.875	20.470	21.085

### B.C. NEWSPRINT SCHEDULE

Bracket Number	May 1, 1994					
	M.T.	B.T.	WINDER	4TH HAND	5TH HAND	6TH HAND
51	28.095	26.290	23.850	21.265	20.435	19.725
52	28.195	26.385	23.995	21.355	20.490	19.730
53	28.355	26.460	24.055	21.410	20.520	19.745
54	28.445	26.550	24.145	21.430	20.550	19.745
55	28.560	26.625	24.215	21.455	20.595	19.770
56	28.660	26.680	24.275	21.500	20.645	19.770
57	28.760	26.750	24.375	21.520	20.660	19.795
58	28.850	26.810	24.420	21.560	20.690	19.795
59	28.950	26.895	24.510	21.600	20.720	19.820
60	29.065	26.945	24.565	21.620	20.750	19.820
61	29.175	27.025	24.625	21.670	20.765	19.875
62	29.275	27.100	24.705	21.685	20.800	19.885
63	29.370	27.165	24.765	21.725	20.820	19.895
64	29.470	27.220	24.830	21.755	20.850	19.900
65	29.555	27.295	24.885	21.790	20.890	19.920
66	29.655	27.350	24.950	21.835	20.920	19.920
67	29.755	27.425	25.005	21.850	20.930	19.955
68	29.855	27.485	25.060	21.875	20.960	19.955
69	29.945	27.535	25.135	21.895	20.975	19.965
70	30.045	27.595	25.185	21.965	21.015	19.965
71	30.105	27.665	25.250	22.000	21.065	19.995
72	30.180	27.730	25.325	22.050	21.095	20.010
73	30.245	27.785	25.390	22.085	21.140	20.030
74	30.295	27.840	25.445	22.140	21.170	20.040
75	30.360	27.915	25.510	22.165	21.225	20.065
76	30.430	27.975	25.575	22.200	21.255	20.095
77	30.480	28.020	25.620	22.250	21.295	20.105
78	30.545	28.095	25.690	22.280	21.340	20.115
79	30.600	28.135	25.740	22.325	21.360	20.140
80	30.665	28.205	25.810	22.365	21.410	20.175

Bracket Number	M.T.	B.T.	WINDER	4TH HAND	5TH HAND	6TH HAND
81	30.735	28.265	25.780	22.395	21.450	20.200
82	30.775	28.315	25.920	22.440	21.480	20.220
83	30.845	28.380	25.985	22.480	21.520	20.230
84	30.900	28.430	26.045	22.525	21.570	20.270
85	30.950	28.495	26.105	22.545	21.605	20.280
86	31.025	28.560	26.160	22.605	21.635	20.295
87	31.075	28.620	26.230	22.640	21.680	20.315
88	31.135	28.675	26.270	22.685	21.725	20.335
89	31.205	28.730	26.345	22.705	21.770	20.370
90	31.245	28.790	26.400	22.765	21.810	20.385
91	31.320	28.850	26.450	22.800	21.845	20.395
92	31.375	28.900	26.525	22.825	21.880	20.420
93	31.430	28.975	26.575	22.875	21.910	20.435
94	31.485	29.030	26.635	22.910	21.965	20.475
95	31.555	29.080	26.700	22.960	21.995	20.485
96	31.595	29.160	26.755	22.985	22.040	20.500
97	31.665	29.200	26.810	23.030	22.080	20.525
98	31.735	29.265	26.875	23.075	22.105	20.540
99	31.835	29.330	26.935	21.110	22.160	20.580
100	31.855	29.375	27.000	23.155	22.180	20.590
101	31.915	29.430	27.070	23.195	22.210	20.610
102	31.980	29.490	27.120	23.235	22.260	20.625
103	32.040	29.555	27.185	23.275	22.290	20.650
104	32.090	29.605	27.245	23.320	22.330	20.665
105	32.155	29.670	27.305	23.355	22.365	20.695
106	32.220	27.425	27.365	23.390	22.395	20.715
107	32.275	29.780	27.425	23.435	22.440	20.730
108	32.335	29.845	27.485	23.470	22.475	20.755
109	32.395	29.900	27.540	23.515	22.510	20.770
110	32.460	29.965	27.605	23.550	22.545	20.795
51	28.940	27.080	24.565	21.905	21.050	20.315
52	29.040	27.175	24.715	21.995	21.105	20.320
53	29.205	27.255	24.775	22.050	21.135	20.335
54	29.300	27.345	24.870	22.075	21.165	20.335
55	29.415	27.425	24.940	22.100	21.215	20.365
56	29.520	27.480	25.005	22.145	21.265	20.365
57	29.625	27.555	25.105	22.165	21.280	20.390
58	29.715	27.615	25.155	22.205	21.310	20.390
59	29.820	27.700	25.245	22.250	21.340	20.415
60	29.935	27.755	25.300	22.270	21.375	23.415
61	30.050	27.835	25.365	22.320	21.390	20.470
62	30.155	27.915	25.445	22.335	21.425	19.885
63	30.250	27.980	25.510	22.375	21.445	20.490
64	30.335	28.035	25.575	22.410	21.475	20.495
65	30.440	28.115	25.630	22.445	21.515	20.520

Bracket Number	M.T.	B.T.	WINDER	4TH HAND	5TH HAND	6TH HAND
66	30.545	28.170	25.700	22.490	21.550	20.520
67	30.650	28.250	25.755	22.505	21.560	20.555
68	30.750	28.310	25.810	22.530	21.590	20.555
69	30.845	28.360	25.890	22.550	21.605	20.565
70	30.945	28.425	25.940	22.625	21.645	20.565
71	31.010	28.495	26.010	22.660	21.695	20.595
72	31.085	28.560	26.085	22.710	21.730	20.610
73	31.150	28.620	26.150	22.750	21.775	20.630
74	31.205	28.675	26.210	22.805	21.805	20.640
75	31.270	28.750	26.275	22.830	21.860	20.665
76	31.345	28.815	26.340	22.865	21.895	20.700
77	31.395	28.860	26.390	22.920	21.935	20.710
78	31.460	28.940	26.460	22.950	21.980	20.720
79	31.520	28.980	26.510	22.995	22.000	20.745
80	31.585	29.050	26.585	23.035	22.050	20.780
81	31.655	29.115	26.645	23.065	22.095	20.805
82	31.700	29.165	26.700	23.115	22.125	20.825
83	31.770	29.230	26.765	23.155	22.165	20.835
84	31.825	29.285	26.825	23.200	22.215	20.880
85	31.880	29.350	26.890	23.220	22.255	20.890
86	31.995	29.415	26.945	23.285	22.285	20.905
87	32.005	29.480	27.015	23.320	22.330	20.925
88	32.070	29.535	27.060	23.365	22.375	20.945
89	32.140	29.590	27.135	23.385	22.425	20.980
90	32.180	29.655	27.190	23.450	22.465	20.995
91	32.260	29.715	27.245	23.485	22.5090	21.005
92	32.315	29.765	27.320	23.510	22.535	21.035
93	32.375	29.845	27.370	23.560	22.565	21.050
94	32.430	29.900	27.435	23.595	22.625	21.090
95	32.500	29.950	27.500	23.650	22.655	21.100
96	32.545	30.035	27.560	23.675	22.700	21.115
97	32.615	30.075	27.615	23.720	22.740	21.140
98	32.685	30.145	27.680	23.765	22.770	21.155
99	32.740	30.210	27.745	23.805	22.825	21.195
100	32.810	30.255	27.810	23.850	22.845	21.210
101	32.870	30.315	27.880	23.890	22.875	21.230
102	32.940	30.375	27.935	23.930	22.930	21.245
103	33.000	30.440	28.000	23.975	22.960	21.270
104	33.055	30.495	28.060	24.020	23.000	21.285
105	33.120	30.560	28.125	24.055	23.035	21.315

Bracket Number	M.T.	B.T.	WINDER	4TH HAND	5TH HAND	6TH HAND
106	33.185	30.610	28.185	24.090	23.065	21.335
107	33.245	30.675	28.250	24.140	23.115	21.350
108	33.305	30.740	28.310	24.175	23.150	21.380
109	33.365	30.795	28.365	24.220	23.185	21.395
110	33.435	30.865	28.435	24.255	23.220	21.420
51	29.810	27.890	25.300	22.560	21.680	20.925
52	29.910	27.990	25.455	22.655	21.740	20.930
53	30.080	27.075	25.520	22.710	21.770	20.945
54	30.180	28.165	25.615	22.735	21.800	20.945
55	30.295	28.250	25.690	22.765	21.850	20.975
56	30.405	28.305	25.755	22.810	21.905	20.975
57	30.515	28.380	25.860	22.830	21.920	21.000
58	30.605	28.445	25.910	22.870	21.950	21.000
59	30.715	28.530	26.000	22.920	21.980	21.025
60	30.835	28.590	26.060	22.940	22.015	21.025
61	30.950	28.670	26.125	22.990	22.030	21.085
62	31.060	28.750	26.210	23.005	22.070	21.095
63	31.160	28.820	26.275	23.045	22.090	21.105
64	31.265	28.875	26.340	23.080	22.120	21.110
65	31.355	28.960	26.400	23.120	22.160	21.135
66	31.460	29.015	26.470	23.165	22.195	21.135
67	31.570	29.100	26.530	23.180	22.205	21.170
68	31.675	29.160	26.585	23.205	22.240	21.170
69	31.770	29.210	26.665	23.225	22.255	21.180
70	31.875	29.280	26.720	23.305	22.295	21.180
71	31.940	29.350	26.790	23.340	22.345	21.215
72	32.020	29.415	26.870	23.390	22.380	21.230
73	32.085	29.480	26.935	23.435	22.430	21.250
74	32.140	29.535	26.995	23.490	22.460	21.260
75	32.210	29.615	27.065	23.515	22.515	21.285
76	32.285	29.680	27.130	23.550	22.550	21.320
77	32.335	29.725	27.180	23.610	22.595	21.330
78	32.405	29.810	27.255	23.640	22.640	21.340
79	32.465	29.850	27.305	23.685	22.660	21.365
80	32.535	29.920	27.385	23.725	22.710	21.405
81	32.605	29.990	27.445	23.755	22.760	21.430
82	32.650	30.040	27.500	23.810	22.790	21.450
83	32.725	30.105	27.570	23.850	22.830	21.460
84	32.780	30.165	27.630	23.895	22.880	21.505
85	32.835	30.230	27.695	23.915	22.925	21.515

Bracket Number	M.T.	B.T.	WINDER	4TH HAND	5TH HAND	6TH HAND
86	32.915	30.295	27.775	23.985	22.955	21.530
87	32.965	30.365	27.825	24.020	23.000	21.555
88	33.030	30.420	27.870	24.065	23.045	21.575
89	33.105	30.480	27.950	24.085	23.100	21.610
90	33.145	30.545	28.005	24.155	23.140	21.625
91	33.230	30.605	28.060	24.190	23.175	21.635
92	33.285	30.660	28.140	24.215	23.210	21.665
93	33.345	30.740	28.190	24.265	23.240	21.680
94	33.405	30.795	28.260	24.305	23.305	21.725
95	33.475	30.850	28.325	24.360	23.335	21.735
96	33.520	30.935	28.385	24.385	23.380	21.750
97	33.595	30.975	28.445	24.430	23.420	21.775
98	33.665	31.050	28.510	24.480	23.455	21.790
99	33.720	31.115	28.575	24.520	23.510	21.830
100	33.795	31.165	28.645	24.565	23.530	21.845
101	33.855	31.225	28.715	24.605	23.560	21.865
102	33.930	31.285	28.775	24.650	23.620	21.880
103	33.990	31.355	28.840	24.695	23.650	21.910
104	34.045	31.410	28.900	24.740	23.690	21.925
105	34.115	31.475	28.970	24.775	23.725	21.955
106	34.180	31.530	29.030	24.815	23.755	21.975
107	34.240	31.595	29.100	24.865	23.810	21.990
108	34.305	31.660	29.160	24.900	23.845	22.020
109	34.365	31.720	29.215	24.945	23.880	22.035
110	34.440	31.790	29.290	24.985	23.915	22.065

**JOB EVALUATION PLAN  
CONVERSION TABLE BY STEPS**

STEP	MAY 01/94	MAY 01/95	MAY 01/96	STEP	MAY 01/94	MAY 01/95	MAY 01/96
BASE	18.715	19.275	19.855	31	24.125	24.850	25.595
1/2	18.775	19.340	19.920	32	24.305	25.035	25.785
				33	24.485	25.220	25.975
				34	24.660	25.400	26.160
				35	24.835	25.580	26.345
1	18.855	19.420	20.005	36	25.020	25.770	26.545
2	19.025	19.595	20.185	37	25.185	25.940	26.720
3	19.185	19.760	20.355	38	25.355	26.115	26.900
4	19.345	19.925	20.525	39	25.545	26.310	27.100
5	19.515	20.100	20.705	40	25.725	26.495	27.290
6	19.695	20.285	20.895	41	25.900	26.675	27.475
7	19.875	20.470	21.085	42	26.080	26.860	27.665
8	20.040	20.640	21.260	43	26.250	27.040	27.850

	MAY	MAY	MAY		MAY	MAY	MAY
STEP	01/94	01/95	01/96	STEP	01/94	01/95	01/96
9	20.220	20.825	21.450	44	26.430	27.225	28.040
10	20.395	21.005	21.635	45	26.610	27.410	28.230
11	20.585	21.205	21.840	46	26.790	27.595	28.425
12	20.760	21.385	22.025	47	26.955	27.765	28.600
13	20.930	21.560	22.205	48	27.140	27.955	28.795
14	21.115	21.750	22.405	49	27.315	28.135	28.980
15	21.290	21.930	22.590	50	27.490	28.315	29.165
16	21.465	22.110	22.775	51	27.675	28.505	29.360
17	21.635	22.285	22.955	52	27.840	28.675	29.535
18	21.825	22.480	23.155	53	28.020	28.860	29.725
19	21.995	22.655	23.335	54	28.205	29.050	29.920
20	22.170	22.835	23.520	55	28.380	29.230	30.105
21	22.355	23.025	23.715	56	28.560	29.415	30.295
22	22.530	23.205	23.900	57	28.730	29.590	30.480
23	22.700	23.380	24.080	58	28.900	29.765	30.660
24	22.885	23.570	24.275	59	29.080	29.950	30.850
25	23.065	23.755	24.470	60	29.265	30.145	31.050
26	23.240	23.935	24.655	61	29.445	30.330	31.240
27	23.415	24.115	24.840	62	29.615	30.505	31.420
28	23.585	24.295	25.025	63	29.790	30.685	31.605
29	23.765	24.480	25.215	64	29.975	30.875	31.800
30	23.950	24.670	25.410	65	30.145	31.050	31.980



**EXHIBIT "B"**  
**JOB EVALUATION PLAN**

**1. The Job Evaluation Plan**

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

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

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

(i) Jobs on the Newsprint Machines

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

**3. Administration and Procedure**

**(a) Job Evaluation Directors**

(i) The Job Evaluation Directors shall be composed of one (1) representative of the Communication Energy & 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.

(l) 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 "C"**

### **WELFARE PLAN**

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

#### **1. Compliance**

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

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

#### **2. Coverages and Benefits**

##### **(a) Group Term Life Insurance**

The Welfare Plan will include Group Term Life Insurance in

accordance with the following Table of Hourly Job Rate Brackets and corresponding coverages. Benefits will be payable as a result of death from any cause on a twenty-four (24) hour coverage basis.

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

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

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

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

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

**(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**

			<b>Group Term Life</b>	<b>AD&amp;D</b>
May 1, 1994			\$61,000	\$61,000
May 1, 1995			\$63,000	\$63,000
May 1, 1996			\$65,000	\$65,000

  

<b>Hourly Job Rate*</b>			<b>Non-Occupational Weekly Accident &amp; Sickness Insurance</b>
18.00	"	"	18.25 470
18.25	"	"	18.50 475
18.50	"	"	18.75 480
18.75	"	"	19.00 485
19.00	"	"	19.25 490
19.25	"	"	19.50 495
19.50	"	"	19.75 500
19.75	"	"	20.00 505
20.00	"	"	20.25 510
20.25	"	"	20.50 515
20.50	"	"	20.75 520
20.75	"	"	21.00 525
21.00	"	"	21.25 530
21.25	"	"	21.50 535
Effective May 1, 1994			
21.50	"	"	21.75 540
21.75	"	"	22.00 545
22.00	"	"	22.25 550
22.25	or over		555
Effective May 1, 1995			
22.25	"	"	22.50 555
22.50	"	"	22.75 560
22.75	"	"	23.00 565
23.00	or over		570

**Non-Occupational Weekly  
Accident & Sickness Insurance**

**Hourly Job Rate\***

Effective May 1, 1996

23.00 but less than 23.25	570
23.25 " " " 23.50	575
23.50 " " " 23.75	580
23.75 or over	585

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

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

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

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

**3. Waiting Period**

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

**4. Joint Welfare Board**

A Joint Welfare Board shall be established comprised of three (3) members appointed by the National Union and three (3) members appointed by the Pulp and Paper Employee Relations Forum. The function of the Board will be to review the operations of the Plan. It will formulate and review uniform statistical reports to be supplied by the Company for the purpose of ensuring compliance with Exhibit "C". The Company agrees to furnish to the Board such statistical reports as the Board may require.



## 5. Union Welfare Committee - Management Welfare Committee

The Union Welfare Committee shall be appointed and shall meet with a Management Welfare Committee with respect to questions which may arise concerning the operations of the Welfare Plan. if there is only one Union in the mill. the Union Welfare Committee shall consist of not less than two (2) and not more than three (3) members and if there are two Unions in the mill it shall consist of not less than three (3) 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:

<b>Group Term Life insurance, Accidental Death or Dismemberment Insurance, Medical-Surgical Coverage, Extended Health Benefit and Dental Plan</b>	
Company	100%
Employee	Nil
<b>Non-occupational Accident and Sickness Insurance, Lung Term Disability Plan</b>	
Company	70%
Employee	30%

## 8. Reporting Period

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

distribute copies of the reports to the Local Union concerned.

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

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

#### **A. Benefits**

##### **(i) Diagnostic Services**

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

- Oral examinations

- Consultations

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

##### **(ii) Preventive Services**

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

- Cleaning and scaling

- Topical application of fluoride

- Space maintainers

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

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

**(iv) Restorative Services**

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

**(v) Prosthetic Repairs**

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

**(vi) Endodontics**

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

**(vii) Periodontics**

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

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

(a) Crowns and bridges.

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

**(ix) Orthodontics**

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

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

**B. Co-Insurance**

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

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

**APPENDIX "2"**

**PULP AND PAPER INDUSTRY  
LONG TERM DISABILITY PLAN SUMMARY**

**1. Eligibility**

(a) All hourly employees who are working full time for full pay will be eligible for coverage. Minimum hours worked must be no less than thirty (30) per week.

- (b) Coverage will commence after thirty (30) days of service.
- (c) Employees must be actively at work, full-time and for full pay on the date coverage commences.

## **2. Level of Benefits**

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

## **3. Elimination Period**

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

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

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

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

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

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

(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 birthday.
- (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 XXI of the Labour Agreement, in which case coverage under the plan will continue only for the periods specified in the aforementioned sections of the Agreements. In the event an employee becomes totally disabled while covered by this plan under this provision, the elimination period will commence on the date such an employee is scheduled to return to active full-time employment.

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

### **U. Contribution Waiver**

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

## **CONDITIONS FOR IMPLEMENTING THE PLAN**

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



(b) Employees in receipt of L.T.D. benefits from this plan will continue to accrue credit under the Pulp and Paper Industry Pension Plan provided such employees are not in receipt of a disability pension under the Pulp and Paper Industry Pension Plan.

(c) Employees in receipt of disability payments from this plan will continue to be covered under his employer's medical, extended health and dental plans. Coverage under the employer's group life and A.D. & D. plans will also continue in accordance with the conditions of those plans.

(d) An employee returning to work from an L.T.D. claim will return to a job his seniority, qualifications and ability to perform the work properly entitle him to.

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



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.

(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 YQ, 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 must be decided on its merits, but in general an employee who justifiably refuses to work under unsafe conditions would not be subject to discipline.

## **Article XXIX - Disciplinary Action**

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

Wherever practical, the Company will notify the Union Standing Committee of its intention to discharge an employee. Under certain well-recognized circumstances where no premeditation



is involved, it is permissible for the Company to discharge an employee immediately without recourse to the Standing Committee. The employee still has the right to present his case to the Standing Committee for consideration and if deemed proper the Standing Committee may follow the usual grievance procedure.

### **Article XXX - Adjustment of Complaints**

#### **Standing Committee Can Call in Members for 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) 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.

##### **(b) 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.

**(c) 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.

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**  
**201-1184 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 XXI - Seniority have expired;
- b) they have a current application on file;
- c) they have the qualifications and ability to perform the work properly.

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

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

**Yours** very truly,

Eric Y. Mitterdorfer  
President

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

**Labour Agreement Article XXV**

Before a contractor is brought into the mill (emergencies excepted) 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.
- c. 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 XXV, the Company retains the right to select contractors as it deems appropriate.

No aspect of this policy applies to contractors which are certified to 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 which is of a nature normally performed by employees in the bargaining unit shall abide by the following Code of Ethics. This Code defines the terms and conditions under which these contractors and their employees will be governed during the term of their contract.

### **1. Minimum Wages**

The contractor's straight time hourly rate of pay for a journeyman will not be less than the straight time hourly rate 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 operator 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.