

**2003 - 2008**

**Labour Agreement**

**between**

**Eurocan Pulp & Paper Co.**

**A Division of West Fraser Mills Ltd.**

**Kitimat, B.C.**



**and**

**Local 1127**

**of the**

**Communications, Energy and  
Paperworkers Union of Canada**



# **LABOUR AGREEMENT**

**between**

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

**and**

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

**Effective: May 1, 2003**  
**Expiry: April 30, 2008**

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

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2003 - 2008  
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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.

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

### **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, supervisors 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."

## **Section 5: Successorship**

In the event of a change in employer status, members of Local 1127 will retain all of their rights under the Collective Agreement.

## **ARTICLE II - DEFINITIONS**

Wherever used in this Agreement, including Exhibits:

(a) The word EMPLOYEES means all persons on the payroll of Eurocan Pulp & Paper Co., excepting: those engaged in administration, in actual supervision, in sales, engineering, technical and research, accounting, clerical, stenographic and other office work, excluding those employed on jobs listed in Exhibit "A".

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

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

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

(d) The word WEEK means a period of seven (7) calendar days beginning at 8:00 a.m., or at the regular hour of changing shifts

nearest to 8:00 a.m., on the day on which the actual work week begins in the particular mill.

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

## **ARTICLE III - BARGAINING AGENCY**

### **Section 1: Recognition**

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

### **Section 2: Bulletin Boards**

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

## **ARTICLE IV - UNION SECURITY**

### **Section 1: Cooperation**

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

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

### **Section 2: Union Shop**

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

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

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

### **Section 4: Application for Membership**

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

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

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

## **ARTICLE V - STANDING COMMITTEE**

A Standing Committee shall be maintained in the following manner:

- 1) The 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 or in excess of eight (8) consecutive straight time hours.
- (c) For work performed on an employee's designated day off as provided for in Section 3 herein.
- (d) For work in excess of forty (40) hours average per week. By average is meant the number of weeks mutually agreed upon in advance as the correct schedule.

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

**(2) Tour Workers**

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

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

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

(ii) overtime work by special arrangement between a Tour Worker and his 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.

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

**(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 supervisor and the Shop Steward of the department concerned without penalty to the employer.

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

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

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

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

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

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

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

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

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

The Company shall use its best efforts:

- (i) to schedule days off for relief employees on a consecutive basis; and
- (ii) to provide established schedules for relief employees.



## **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 Supervisor. 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 Supervisor for a leave of absence. If unavoidably prevented from reporting, he must give notice to his Supervisor, or at the office, if reasonably possible, at least four (4) hours before his tour goes on duty.

### **(b) Day Workers**

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

## **Section 5: Meal Tickets**

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

A meal ticket, shall be furnished at the expense of the Company to any Tour Worker required to work more than one (1) consecutive hour beyond their regular scheduled shift. If the

employee continues to work, a meal ticket shall be provided every four (4) hours thereafter.

**(b) Day Workers**

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

**(c) All Workers**

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

## **ARTICLE VII - WAGES**

### **Section 1: Wage Scale**

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

## Section 2: Night Shift Differential

### (a) Tour Workers

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

	% of Base Rate
8:00 a.m. to 8:00 p.m.	2.50%
8:00 p.m. to 8:00 a.m.	4.25%

- ii) Where tour work is scheduled 8-4, 4-12 and 12-8, the following shift differentials will be paid in addition to the hourly rate on all work performed:

	% of Base Rate
8:00 a.m. to 4:00 p.m.	2.00%
4:00 p.m. to 12:00 a.m.	3.55%
12:00 a.m. to 8:00 a.m.	4.50%

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

	% of Base Rate
4:00 p.m. to 12:00 a.m.	2.25%
12:00 a.m. to 8:00 a.m.	3.25%

### (b) Day Workers

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

	% of Base rate
4:00 p.m. to 12:00 a.m.	2.25%
12:00 a.m. to 8:00 a.m.	3.25%

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

### (c) All Employees

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

### **Section 3: Price Trigger**

Provide for the establishment of a trust fund which will provide the equivalent to the Pulp Price Trigger of \$500.00 per active employee per calendar quarter that the RISI Eastern US Benchmark NBSK price averages over US\$700/MT for the quarter to a trust fund administered by the Local Union. This trust fund is for the payment of the Pension Bridge Benefit from age 60 – 61. Upon the trust being fully funded for the provision of the pension bridge benefit, payments will continue to be made to the Local Union and shall be used for the purpose of improving benefits of active or retired employees only.

## **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 XI.

## **ARTICLE XI - FOURDRINIER WIRE ALLOWANCE**

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

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

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

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

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

## **ARTICLE XII - JURY DUTY**

## **Section 1: Wage Compensation**

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

## **Section 2: Holidays and Overtime**

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

# **ARTICLE XIII - BEREAVEMENT LEAVE**

## **Section 1: Compensation**

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

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

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

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

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

# **ARTICLE XIV - LEAVE OF ABSENCE**

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

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

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

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



## **Section 2: Maternity Leave**

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

## **Section 3: Other Leave**

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

## ARTICLE XV - VACATIONS

### Section 1: Entitlement

Effective May 1, 1997, Subject to the requirements of this Article, every employee is entitled to a vacation and vacation pay as follows:

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

	Length of Vacation	Vacation Pay, being the greater of:
<p>B) been employed for less than one year but has worked not less than 1500 hours during the preceding vacation period</p> <p style="text-align: center;"><b>or</b></p> <p>been employed for not less than one year and who has worked not less than 1200 hours during the preceding vacation period. The following hours will count as hours worked for the purpose of qualifying for a vacation: Vacations; Supplementary Vacations; Statutory Holidays; Special (Personal) Floating Holidays; Jury or Witness Duty; Bereavement Leave; Contractual Steam Plant, Apprenticeship and First Aid Leaves; Banked Days Off and Days Off in lieu of work performed on a Statutory Holiday;</p>	2 weeks	<p>4 1/2 %</p> <p style="text-align: center;"><b>or</b></p> <p>80 hours</p>

	Length of Vacation	Vacation Pay, being the greater of:
(C) qualified for their 2nd vacation under this Agreement;	3 weeks	6 1/2% <i>or</i> 120 hours
(D) qualified for their 7th vacation under this Agreement;	4 weeks	8 1/2% <i>or</i> 160 hours
(E) qualified for their 14th vacation under this Agreement;	5 weeks	10 1/2% <i>or</i> 200 hours
(F) qualified for their 23rd vacation under this Agreement;	6 weeks	12 1/2% <i>or</i> 240 hours
(G) qualified for their 29th vacation under this Agreement.	7 weeks	14 1/2% <i>or</i> 280 hours

## **Section 2: Additional Pay**

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

## **Section 3: Payment on Termination**

In the event an employee's employment terminates either before he becomes entitled to a vacation with pay, or, being entitled to it, before he takes it, he shall be paid on termination, 4-1/2%, 6-1/2%, 8-1/2%, 10-1/2%, 12-1/2% or 14-1/2% (depending on whether he belongs in the category of employees described in (A) or (B), (C), (D), (E), (F) or (G) above respectively) of his wages earned during the period of employment ending with his

termination in respect of which no vacation or vacation pay to which he remains entitled has been paid or taken.

#### **Section 4: General Rules**

- (a) The vacation period is May 1 to April 30.
- (b) Vacations with pay provided in accordance with Section 1 above for employees in category (A) may not be counted when determining whether an employee has qualified for the vacations provided under Section 1 for employees in categories (C), (D), (E), (F) or (G).
- (c) Vacations with pay are not cumulative and must be taken during the vacation period except as provided as follows:
  - 1) Vacations earned under Section 4(d).
  - 2) (i) At the start of the vacation year, employees may elect to receive all, part or none of their vacation pay in advance in full weekly increments.
    - (ii) Employees shall have the option at any time during the vacation year to bank paid vacation entitlement in excess of the statutory minimum to a maximum of two (2) weeks per year for which the vacation pay advance has not been paid. Employees may accumulate a maximum of six (6) weeks vacation in the bank.
    - (iii) Banked vacations must be taken prior to retirement and will be paid at the employee's current rate of vacation pay at the time when taking the banked vacation time off.
- (d) A vacation with pay provided under Section 1 for employees in category (A) may be taken during the vacation period in which the entitlement thereto is established, or during the next following vacation period.
- (e) No employee may continue to work and draw vacation pay in lieu of taking the vacation.

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

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

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

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

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

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

## **Section 5: Computation of Vacation Pay**

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

## **ARTICLE XVI - SUPPLEMENTARY VACATIONS**

### **Section 1: Eligibility**

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

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

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

## **Section 2: General Provisions**

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

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

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

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

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

If employees wish to elect this option, they must advise the Company, in writing, of their election in advance for that five (5) year period. However, employees may revoke this option at any time during the five (5) year period and take any remaining Supplementary Vacation days as weeks. Any remaining



Supplementary Vacation days that cannot be taken in multiples of five (5) will be taken in one block.

### **Section 3: Partial Entitlement**

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

## **ARTICLE XVII - STATUTORY HOLIDAYS**

### **Section 1: Recognized Days**

The following shall be the recognized Statutory Holidays:

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

## **Section 2: Adjustment in Hours**

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

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

## **Section 3: Holiday Work**

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

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

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

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

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

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

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

## **Section 5: Qualifying Conditions**

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

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

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

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

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

(ii) When the employee is unable to work by reason of an industrial accident as recognized by the Workers' Compensation Board or non-occupational sickness or injury;

(iii) When the operation in which the employee is engaged is curtailed or discontinued by the decision of the Company and which curtailment or discontinuance changes or eliminates the employee's scheduled work day before, or his scheduled work day after, such holiday;

(iv) When a trade in shifts agreed upon between employees and approved in advance by the Company results in a temporary change of the scheduled work day before, or the scheduled work

day after, the holiday, provided the employee works the shift agreed upon;

(v) When the employee is on a leave of absence authorized by the Company.

(d) The employee who has been on the payroll for at least sixty (60) days but who has not previously qualified for a Statutory Holiday will qualify for the holiday if he has worked a minimum of one hundred and eighty (180) hours during the sixty (60) day qualifying period just preceding the holiday and meets the requirements of (b) and (c) above.

(e) Time lost as the result of an accident as recognized by the Workers' Compensation Board, suffered during the course of employment, or time lost as a result of non-occupational sickness or injury shall be considered as time worked for the purpose of qualifying for a recognized paid holiday, it being understood that the employee will only be entitled to this credit for time while on Workers' Compensation or non-occupational sickness or injury for a period of up to but not exceeding one (1) year from the date of his sickness or injury.

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

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

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

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

Effective May 1, 1998 there shall be granted five (5) Twelve Hour Special Personal Floating Holidays to those employees who are defined as Tour Workers.

### **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**

**The contribution levels will be as follows:**

Effective January 1, 2002	Employer 10%	Employee 3.0%
Effective January 1, 2004	Employer 10%	Employee 4.5%
Effective January 1, 2005	Employer 10%	Employee 6.0%
Effective January 1, 2006	Employer 10%	Employee 7.0%
Effective January 1, 2007	Employer 10%	Employee 8.0%

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

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

## **Section 4: Existing Plan**

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

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

Bridging is paid directly by the company to employees aged 61 or older who opt to retire early. Present bridging is \$20/month/year of service. The bridging will not be payable beyond age 65. The calculation of the pension bridge benefit shall be credited on the same basis as under the terms and conditions of the Pulp and Paper Industry Pension Plan.

An employee who chooses to retire at age 60 shall have access to the pension bridging benefit provided by the employer upon attaining age 61. Upon the establishment of the fund as provided under Article VII – Wages – a pension bridge benefit from age 60 to 61 will be paid by the fund. The calculation for this benefit shall be in the same manner as provided in the preceding paragraph.

## **ARTICLE XXI - SENIORITY**

### **Section 1: Principles**

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

In cases of permanent job transfers, it is not the Company's intent to give a junior employee preference over a senior employee on the basis that he has acquired experience by providing relief.

If an employee is moved out of a line of progression for any reason, the employer will not require retesting of the employee for him to return to that specific line of progression. No employee will be removed from the mill as the result of unilateral testing by the employer.

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

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

### **Section 2: Probationary Period**

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



### **Section 3: Retention of Seniority**

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

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

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

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

### **Section 4: Training**

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

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

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

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

to implement the program will be discussed by the Company and the Union.

(d) Where a layoff results from a permanent partial plant closure or a temporary closure in excess of one hundred eighty (180) days, the Company will participate in a program of training or retraining for another job within the operations to facilitate the exercising of mill seniority, recognizing there will be limitation where special qualifications are required. Phasing in arrangements to implement the program will be discussed by the Company and the local Union and shall not exceed three (3) months from the date of closure.

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

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

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

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

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

(c) An employee who elects to maintain coverage while laid off will be required to pay the employee portion of the premium in advance on a monthly basis.

(d) An employee who has welfare coverage as provided for in paragraphs (a) and (b) above, will on return to work have his welfare coverage extended by one month for each month in which he works.

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

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

## **ARTICLE XXII - JOB SECURITY**

### **Section 1: Objective**

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

### **Section 2: Definition**

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

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

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

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

The Company will advise the appropriate committee or committees as soon as possible, and in any case not less than one hundred and eighty (180) days before the introduction thereof, of

mechanization, technological changes and/or automation which the Company has decided to introduce and which will result in terminations or other significant changes in the employment status of employees.

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

### **Section 5: Seniority Status**

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

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

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

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

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

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

<u>Years of Employment</u>	<u>Severance Allowance</u>	
	<u>Weeks/Yr.*</u>	<u>or % of Earnings</u>
1st ten years	2	4%
Subsequent Years	1	2%

**Maximum Severance**

**Allowance 45 weeks 1 800 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, an employee shall have the option of receiving the severance allowance on termination, or may elect to have the severance allowance held in abeyance for up to one (1) year from the date of termination. The employee may apply in writing at any time during the year, at which time the full severance allowance will be paid forthwith.

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

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

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

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

### **Section 7: Training**

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

## **ARTICLE XXIII - PERMANENT MILL CLOSURE**

### **Section 1: Notice**

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

### **Section 2: Severance Allowance**

Such employees shall be entitled to a severance allowance of two (2) weeks per year of service to a maximum of fifty-two (52) weeks based on the employee's years of employment during the employee's last period of continuous service computed on the basis of forty (40) straight time hours per week at the employee's regular rate.

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

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

## **ARTICLE XXIV - JOB ELIMINATION**

### **Section 1: Definition**

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

### **Section 2: Exclusions**

No payment will be made under Section 5 in cases:

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

### **Section 3: Notice**

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

## **Section 4: Elimination Options**

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

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

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

## **Section 5: Severance Allowance**

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

<u>Years of Employment</u>	<u>Severance Allowance</u>	
	<u>Weeks/Yr.*</u>	<u>% of Earnings</u>
1st ten years	2	4%
Subsequent Years	1	2%

### **Maximum Severance**

**Allowance                      45 weeks                      1800 hours**

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

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



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

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

## **ARTICLE XXV - CONTRACTING**

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

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

- (b) The Company will not bring a contractor into the mill:
- (i) which directly results in the layoff of employees, or
  - (ii) to do the job of employees on layoff, or
  - (iii) to do the job of a displaced employee working outside his job category.
- (c) It is not the intent of the Company to replace its regular work force through the use of contract firms.

For greater clarity it is agreed that:

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

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

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

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

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

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

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

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

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

## **Section 1: Principle**

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

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

- (a) The Union and the Company shall cooperate in selecting one or more Safety Committees, which will meet at least once a month to consider all safety and occupational health problems.
- (b) The local Joint Safety Committee shall consist of equal representation from Company and Union. This Committee shall meet at least once a month to consider all safety and occupational health problems.

## **Section 3: Safety Education**

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

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

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

- (1) A Joint C.E.P./Industry Safety Conference of two (2) days duration will be held annually in October or November.
- (2) It shall be the basic aim of this Conference to develop a sincere desire by both Union and Management, at all levels, to promote a real joint safety program in all of the respective mills.
- (3) Not more than two (2) accredited delegates from each Local Union may attend the said safety conference and they shall be compensated by their respective companies for any loss of wages incurred as a result of their attending the said conference. It is understood that travelling and living expenses of those delegates will not be paid by their companies.
- (4) Mill managers, senior company officials, and 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 and Paperworkers Union who are the respective delegates from their locals.
  - (d) Two (2) members from the C.E.P. National level.
- (8) One-half (1/2) day of the Safety Conference shall be set aside for open discussion on safety problems; the rest shall be pre-planned by the Planning Committee with emphasis on industry-wide problems.

## **ARTICLE XXIX - ENVIRONMENTAL PROTECTION**

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

The purpose of the Committee will be to receive information, review problem areas, and make appropriate suggestions regarding compliance.

## **ARTICLE XXX - DISCIPLINARY ACTION**

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

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

In cases involving suspension, the disciplinary notice will remain on the employee's file for twenty-four (24) months and not

used after that period provided no other discipline has occurred during that time.

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

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

### **Preamble**

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

If an employee is not satisfied with the resolution offered by his/her immediate supervisor, he/she may then initiate a grievance.

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

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

**Step Two --** If there is no satisfactory resolution at first step, then the union may within seven (7) days, advise the department supervisor that the employee intends to proceed with the grievance.

The department supervisor and chief shop steward will then have fourteen (14) days from the date of notification to deal with, and answer the grievance. Grievances other than those of individual employees may be initiated at Step Two by either party.

**Step Three --** If there is no satisfactory resolution at second step then either party may, within seven (7) days, refer the

question to the Standing Committees by advising the chairmen of the Standing Committees of the intention to proceed with the grievance. The Standing Committees will then have thirty (30) days to deal with, and answer the grievance.

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

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

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

## **Section 2: National Officer**

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

### **Section 3: Time Limit**

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

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

### **Section 4: Arbitration Procedure**

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

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

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

(d) The Arbitrator shall be restricted to interpreting and applying the provisions of this Agreement and shall have no authority to alter, modify, subtract from or supplement them in any way.

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

### **Section 5: Expedited Arbitration**



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

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

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

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

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

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

## **Article XXXII -FLEXIBLE WORK PRACTICES**

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

## **ARTICLE XXXIII - DURATION AND AMENDING PROCEDURE**

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

This Agreement shall be in effect from midnight April 30, 2003 to midnight April 30, 2008, and thereafter from year to year subject to the conditions as set out in Sections 2 to 5 which follow hereunder.

### **Section 2: Labour Relations Code**

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

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

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

Either party desiring any change shall mail to the other party notice in writing, by registered mail, on or after January 1, 2008, but in any event not later than midnight, April 30, 2008, that a change is desired, and, if no such notice is given by either party on or after the said January 1 and before the said April 30, the earliest time at which such notice may be given by either party is the corresponding period in the following year. All notices given under the provisions herein on behalf of the Union shall be given by the Union (or its representative) and similarly notices on behalf of the Company shall be given by the 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 collective bargaining, the Company being represented in such negotiations by a Bargaining Committee appointed by the Company, and the Union being represented by a Bargaining Committee selected by said Union. Any agreement on changes arrived at and approved in such negotiations shall be binding upon the parties to this Agreement. If such negotiations cannot be completed prior to the May 1 following the date on which such notice was given, any changes in compensation to employees shall nevertheless be retroactive to the said May 1.

## **Section 5: Termination**

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

## **SCOPE OF AGREEMENT**

The Company agrees to provide a Letter of Understanding for the term of the agreement in the event of a separation of businesses the master agreement shall be applied as a master agreement to each business except in respect to permanent vacancies and layoffs.

Further, in the event of a change in common employer status, employees directly impacted by a permanent layoff will be allowed to exercise their seniority rights to transfer between the different legal entities.

**IN WITNESS WHEREOF**, the undersigned have hereunto set our signatures this **7th day of October, 2003**.

**EUROCAN PULP & PAPER CO.**  
**Kitimat, B. C.**  
by:

**Rick Maksymetz      O. Kent Elliott      Doug Petersen**

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

**Rick Campbell      Richard Lawrence**

**\* \* \* \* \***

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

**COMMUNICATIONS, ENERGY AND  
PAPERWORKERS UNION OF CANADA**  
by:

**J. Dixon**

# EXHIBIT "A" 1127

## JOB CATEGORIES AND WAGE RATES

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

	May 1/03	May 1/04	May 1/05	May 1/06	May 1/07
<b>LABOUR RATE</b>	22.930	23.505	23.975	24.455	24.945
<b>PAPER MILL</b>					
<b>No. 1 Machine</b>					
(66) Central Control Operator	36.865 E	37.785 E	38.540 E	39.310 E	40.095 E
(55) Machine Tender	34.525 E	35.390 E	36.100 E	36.820 E	37.555 E
(51) Back Tender	33.685 E	34.525 E	35.215 E	35.920 E	36.640 E
(33) Winder Operator	29.855 E	30.600 E	31.210 E	31.835 E	32.470 E
(19) 4th Hand	26.865 E	27.535 E	28.085 E	28.645 E	29.220 E
(10) 5th Hand	24.950 E	25.575 E	26.085 E	26.605 E	27.135 E
(4) Utility	23.690 E	24.280 E	24.765 E	25.260 E	25.765 E
<b>No. 2 Machine</b>					
(61) Central Control Operator	35.815 E	36.710 E	37.445 E	38.195 E	38.960 E
(51) Machine Tender	33.685 E	34.525 E	35.215 E	35.920 E	36.640 E
(46) Back Tender	32.630 E	33.445 E	34.115 E	34.795 E	35.490 E
(30) Winder Operator	29.225 E	29.955 E	30.555 E	31.165 E	31.790 E
(17) 4th Hand	26.440 E	27.100 E	27.640 E	28.195 E	28.760 E
(9) 5th Hand	24.740 E	25.360 E	25.865 E	26.380 E	26.910 E
(4) Utility Trainee	23.690 E	24.280 E	24.765 E	25.260 E	25.765 E
(13) Additives Attendant	25.590 E	26.230 E	26.755 E	27.290 E	27.835 E
Spare Shift Utility	23.105 N	23.685 N	24.160 N	24.645 N	25.140 N
Day Shift Utility	23.105 N	23.685 N	24.160 N	24.645 N	25.140 N
<b>FINISHING LINE</b>					
(18) Finishing Line Operator	26.660 E	27.325 E	27.870 E	28.425 E	28.995 E
(5) Production Helper	23.895 E	24.490 E	24.980 E	25.480 E	25.990 E

<b>TECHNICAL</b>	<b>May 1/03</b>	<b>May 1/04</b>	<b>May 1/05</b>	<b>May 1/06</b>	<b>May 1/07</b>
(10) #1 Paper Tester	24.950 E	25.575 E	26.085 E	26.605 E	27.135 E
(9) #2 Paper Tester	24.740 E	25.360 E	25.865 E	26.380 E	26.910 E
(9) Sample Clerk	24.740 E	25.360 E	25.865 E	26.380 E	26.910 E
(7) Process Tester	24.325 E	24.935 E	25.435 E	25.945 E	26.465 E

## JOB EVALUATION PLAN CONVERSION STEP TABLE

STEP	MAY 01/03	MAY 01/04	MAY 01/05	MAY 01/06	MAY 01/07
BASE	22.930	23.505	23.975	24.455	24.945
1/2	23.005	23.580	24.050	24.530	25.020
1	23.105	23.685	24.160	24.645	25.140
2	23.305	23.890	24.370	24.855	25.350
3	23.495	24.080	24.560	25.050	25.550
4	23.690	24.280	24.765	25.260	25.765
5	23.895	24.490	24.980	25.480	25.990
6	24.110	24.715	25.210	25.715	26.230
7	24.325	24.935	25.435	25.945	26.465
8	24.520	25.135	25.640	26.155	26.680
9	24.740	25.360	25.865	26.380	26.910
10	24.950	25.575	26.085	26.605	27.135
11	25.180	25.810	26.325	26.850	27.385
12	25.390	26.025	26.545	27.075	27.615
13	25.590	26.230	26.755	27.290	27.835
14	25.815	26.460	26.990	27.530	28.080
15	26.025	26.675	27.210	27.755	28.310
16	26.240	26.895	27.435	27.985	28.545
17	26.440	27.100	27.640	28.195	28.760
18	26.660	27.325	27.870	28.425	28.995
19	26.865	27.535	28.085	28.645	29.220
20	27.080	27.755	28.310	28.875	29.455
21	27.305	27.990	28.550	29.120	29.700
22	27.505	28.195	28.760	29.335	29.920
23	27.705	28.400	28.970	29.550	30.140
24	27.930	28.630	29.205	29.790	30.385
25	28.155	28.860	29.435	30.025	30.625

<b>STEP</b>	<b>MAY 01/03</b>	<b>MAY 01/04</b>	<b>MAY 01/05</b>	<b>MAY 01/06</b>	<b>MAY 01/07</b>
26	28.370	29.080	29.660	30.255	30.860
27	28.565	29.280	29.865	30.460	31.070
28	28.775	29.495	30.085	30.685	31.300
29	28.995	29.720	30.315	30.920	31.540
30	29.225	29.955	30.555	31.165	31.790
31	29.430	30.165	30.770	31.385	32.015
32	29.640	30.380	30.990	31.610	32.240
33	29.855	30.600	31.210	31.835	32.470
34	30.070	30.820	31.435	32.065	32.705
35	30.275	31.030	31.650	32.285	32.930
36	30.500	31.265	31.890	32.530	33.180
37	30.700	31.465	32.095	32.735	33.390
38	30.905	31.680	32.315	32.960	33.620
39	31.130	31.910	32.550	33.200	33.865
40	31.345	32.130	32.775	33.430	34.100
41	31.555	32.345	32.990	33.650	34.325
42	31.770	32.565	33.215	33.880	34.560
43	31.980	32.780	33.435	34.105	34.785
44	32.190	32.995	33.655	34.330	35.015
45	32.405	33.215	33.880	34.560	35.250
46	32.630	33.445	34.115	34.795	35.490
47	32.825	33.645	34.320	35.005	35.705
48	33.045	33.870	34.545	35.235	35.940
49	33.255	34.085	34.765	35.460	36.170
50	33.465	34.300	34.985	35.685	36.400
51	33.685	34.525	35.215	35.920	36.640
52	33.885	34.730	35.425	36.135	36.860
53	34.100	34.955	35.655	36.370	37.095
54	34.325	35.185	35.890	36.610	37.340
55	34.525	35.390	36.100	36.820	37.555



<b>STEP</b>	<b>MAY 01/03</b>	<b>MAY 01/04</b>	<b>MAY 01/05</b>	<b>MAY 01/06</b>	<b>MAY 01/07</b>
<b>56</b>	<b>34.750</b>	<b>35.620</b>	<b>36.330</b>	<b>37.055</b>	<b>37.795</b>
<b>57</b>	<b>34.955</b>	<b>35.830</b>	<b>36.545</b>	<b>37.275</b>	<b>38.020</b>
<b>58</b>	<b>35.165</b>	<b>36.045</b>	<b>36.765</b>	<b>37.500</b>	<b>38.250</b>
<b>59</b>	<b>35.375</b>	<b>36.260</b>	<b>36.985</b>	<b>37.725</b>	<b>38.480</b>
<b>60</b>	<b>35.600</b>	<b>36.490</b>	<b>37.220</b>	<b>37.965</b>	<b>38.725</b>
<b>61</b>	<b>35.815</b>	<b>36.710</b>	<b>37.445</b>	<b>38.195</b>	<b>38.960</b>
<b>62</b>	<b>36.020</b>	<b>36.920</b>	<b>37.660</b>	<b>38.415</b>	<b>39.185</b>
<b>63</b>	<b>36.230</b>	<b>37.135</b>	<b>37.880</b>	<b>38.640</b>	<b>39.415</b>
<b>64</b>	<b>36.450</b>	<b>37.360</b>	<b>38.105</b>	<b>38.865</b>	<b>39.640</b>
<b>65</b>	<b>36.650</b>	<b>37.565</b>	<b>38.315</b>	<b>39.080</b>	<b>39.860</b>
<b>66</b>	<b>36.865</b>	<b>37.785</b>	<b>38.540</b>	<b>39.310</b>	<b>40.095</b>

# **EXHIBIT "B"**

## **JOB EVALUATION PLAN**

### **1. The Job Evaluation Plan**

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

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

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

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

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

### **3. Administration and Procedure**

#### **(a) Job Evaluation Directors**

- (i) The Job Evaluation Directors shall be composed of one (1) representative of the Communications, Energy and Paperworkers Union of Canada and one (1) representative of the Pulp and Paper Employee Relations Forum.
- (ii) It shall be the duty of the Job Evaluation Directors:

- a) to direct and supervise the functioning of the Job Evaluation Plan in accordance with the policies and procedures adopted by the parties to the Labour Agreement through an Administrative Committee comprised of the Job Evaluation Directors, three (3) designated representatives from the local unions and three (3) designated representatives of the companies using the plan.
- b) to receive reports from Plant Evaluation Committees and to recommend improvements where necessary in the procedure of the Committees.
- c) to review cases of evaluation upon request of either Union or Company members of the Plant Evaluation Committees.
- d) to review the general operation of the Joint Job Evaluation Board as to methods, factors, procedures, delays, and to order such reviews or surveys of job fields as necessary. It shall also be the duty of the Job Evaluation Directors to adjudicate any disagreement which might arise in the functioning of the Plan.
- e) to direct the Joint Job Evaluation Board as to changes in methods which do not constitute basic changes. The Directors shall neither negotiate rates nor exercise any of the collective bargaining functions of the National Union or the Company.
- f) to recommend improvements in the Job Evaluation Plan to an Administrative Committee for consideration. Only with the Administrative Committee is vested the power to amend, add to, or subtract from, the Plan.
- g) when the Directors are unable to resolve, within sixty (60) days, matters referred to them under (c) or (d) above, the matter may be referred by either Director or the Union or Company members of the Plant

Evaluation Committees to the Independent Review Officer as provided for under paragraph 3(d) below.

**(b) Joint Job Evaluation Board**

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

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

**(c) Plant Evaluation Committee**

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

- (ii) It shall be the duty of the Plant Evaluation Committee:
  - a) to act upon all requests for job evaluation, within the scope and limitations of the Plan as stipulated in Section 2 above, which may arise if, in their opinion, such evaluation would result in a rate change. Any decision to submit a job to the Joint Job Evaluation Board for evaluation must be unanimously agreed upon by all members of the Plant Evaluation Committee representing both the Company and the Union.
  - b) to make investigations of jobs to be submitted for evaluation, prepare job descriptions, arrange schedule of interviews required, determine and arrange for the attendance of those job representatives who desire to be present at the explanation of the evaluation computations, as provided in Section 4(d) and to assist in pointing out factual and pertinent information relative to the job to the Joint Job Evaluation Board at the time of evaluation.
  - c) to make a written report to the Job Evaluation Directors of the jobs on which the Union and the Company members of the Committee have been unable to agree as to whether an evaluation should be made, with a statement of the facts on which the disagreement was based.
- (iii) Either the Union or the Company members of the Plant Evaluation Committee may request a review by the Job Evaluation Directors of any case of evaluation where, in their opinion, proper application of the job evaluation standards has not been accomplished.

**(d) Independent Review Officer**

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

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

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

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

**4. General Policies**

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

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

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

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

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

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

(f) Members of the Plant Evaluation Committee or other employees in the mill who are relieved from their jobs during

working hours to assist in carrying out the functions of the Job Evaluation Plan or to receive training therein will be paid by the Company at their regular job rates for the time lost during their regular shifts, thereby preventing any loss in regular income. Time put in on evaluation work outside the employee's regular shift will not be paid for by the Company.

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

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



# **EXHIBIT "B-1"**

## **DEFINITION OF MECHANICAL TRADES**

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

Machinists	Tinsmiths
Millwrights	Heavy Duty Mechanics
Carpenters	Painters/Masons
Electricians	Roll Grinders
Pipefitters	Instrument Mechanics
Welders	Heat & Frost Insulators
Refrigeration Mechanics	

# **EXHIBIT "C"**

## **WELFARE PLAN**

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

### **1. Compliance**

- (a) The Company signatory to the Labour Agreement will comply with the terms and conditions set forth in this Exhibit "C", and provide the coverages required therein.
- (b) The coverages shall be subject to the limitations in the contracts of the selected carrier or carriers.

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

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

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

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

In addition to the above Group Term Life Insurance coverage the Welfare Plan will include Accidental Death Insurance as out-lined in the Table on a twenty-four (24) hour coverage basis. Coverage for quadriplegia, Paraplegia and Hemiplegia will be 200% of the amount of the Accident Death Insurance.

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**

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

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

(ii) Weekly indemnity benefits which begin prior to age sixty-five (65) will continue until the employee has received at least 15 weeks of benefits, or until the employee is no longer disabled or retires, whichever comes first.

(iii) Where the employee recovers an amount from a liable third party for loss of income as a result of the same accident or illness, they must reimburse the Plan once they receive 100% of their loss. One hundred percent (100%) of their loss includes gross wages lost.

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

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

**(d) Medical-Surgical Coverage**

The Welfare Plan will include Medical-Surgical coverage as required by the B.C. Medical Commission. An Extended Health Benefit Plan with coverage as per the M.S.A. Pulp and Paper Industry brochure dated May 1, 1993, including Vision Care coverage for employees and eligible dependents will also form part of this Agreement.

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

**(e) Dental Care Plan**

The Welfare Plan will include a Dental Care Plan which will reimburse members for expenses incurred in respect of the coverages summarized in Appendix "1". The Plan will not duplicate benefits provided now or which may be provided in the future by any government program.

**(f) Long Term Disability Plan**

The Welfare Plan will include a Long Term Disability Plan summarized in Appendix "2".

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

	<b>Group Term Life</b>	<b>AD&amp;D</b>
May 1, 2003	\$82,000	\$82,000
May 1, 2004	\$84,050	\$84,050
May 1, 2005	\$85,750	\$85,750
May 1, 2006	\$87,450	\$87,450
May 1, 2007	\$89,200	\$89,200

				<b>Non-Occupational Weekly Accident &amp; Sickness Insurance</b>	
<b>Hourly Job Rate</b>					
22.75	but less than	23.00			\$565
23.00	“ “ “	23.25			\$570
23.25	“ “ “	23.50			\$575
23.50	“ “ “	23.75			\$580
23.75	“ “ “	24.00			\$585
24.00	“ “ “	24.25			\$590
24.25	“ “ “	24.50			\$595
24.50	“ “ “	24.75			\$600
24.75	“ “ “	25.00			\$605
25.00	“ “ “	25.25			\$610
25.25	“ “ “	25.50			\$615
25.50	“ “ “	25.75			\$620
25.75	“ “ “	26.00			\$625
26.00	“ “ “	26.25			\$630
26.25	“ “ “	26.50			\$635
26.50	<b>or over</b>				\$640

Effective May 1, 2004

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26.50	but less than	26.75	\$640
\$26.75	“ “ “	27.00	\$645
\$27.00	“ “ “	27.25	\$650
\$27.25	<b>or over</b>		\$655

Effective May 1, 2005

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27.25	but less than	27.50	\$655
27.50	“ “ “	27.75	\$660
27.75	“ “ “	28.00	\$665
28.00	<b>or over</b>		\$670

Effective May 1, 2006

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28.00	but less than	28.25	\$670
28.25	“ “ “	28.50	\$675
28.50	“ “ “	28.75	\$680
28.75	<b>or over</b>		\$685

Effective May 1, 2007

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28.75	but less than	29.00	\$685
29.00	“ “ “	29.25	\$690
29.25	“ “ “	29.50	\$695
29.50	<b>or over</b>		\$700

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

The Weekly Indemnity and Long Term Disability Plans will assume all costs for completion of forms required by the carrier.

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

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

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

### **3. Waiting Period**

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

### **4. Joint Welfare Board**

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

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

The Union Welfare Committee shall be appointed and shall meet with a Management Welfare Committee with respect to questions which may arise concerning the operations of the Welfare Plan. If there is only one Union in the mill, the Union Welfare Committee shall consist of not less than two (2) and not more than three (3) members and if there are two Unions in the mill it shall consist of not less than three (3) nor more than five (5) members, it being agreed such 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 their 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, their regular rate shall be deemed to be the average of the rates applicable to such jobs.

## **7. Costs**

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

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



Company	100%
Employee	Nil

**Non-occupational Accident and Sickness Insurance;  
Long Term Disability Plan**

Company	70%
Employee	30%

**8. Reporting Period**

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

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

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

**10. Distribution of Surplus**

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

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

## **11. Optional Payments under Life Insurance**

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

## **12. Disputes**

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

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

## **13. Disputed Workers' Compensation Board Weekly Indemnity Claims**

If an employee covered by the Welfare Plan suffers a disability, payment for which is in dispute with the Workers' Compensation Board, Weekly Indemnity payments under the Welfare Plan will be paid retroactively as set forth in this Exhibit if requested by the employee and provided he has been off work for at least two (2) weeks due to the disability without the Workers' Compensation Board having accepted the claim.

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

## **14. Change in Benefits**

In the case of an employee who is on active claim arising from a disability which occurred before a negotiated change in benefits and which continues thereafter, the said employee shall, as from the effective date of the negotiated change, be paid the

changed Weekly Indemnity benefit, be covered for the changed Group Term Life Insurance and Accidental Death and Dismemberment Insurance, and make the changed contributions.

## **15. Coverage During Leave of Absence**

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

- (a) The Welfare Plan for employees on authorized leave of absence on Local Union business.
- (b) Group Term Life Insurance, Accidental Death and Dismemberment Insurance, and Medical-Surgical coverage for employees on authorized leave of absence for extended vacation purposes.

## **16. Surviving Spouse and Dependent Coverage**

Where a surviving spouse and dependents of a deceased employee are not covered by such plans by reason of their own employment, the Company will extend the coverage under Medical-Surgical Plan, the Extended Health Benefit Plan and the Dental Plan for a period of Twelve (12) months, commencing on the first of the month following the month in which the death occurs.

### **APPENDIX "1"**

## **DENTAL CARE PLAN**

### **A. Benefits**

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

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

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

**(ii) Preventive Services**

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

- Cleaning and scaling
- Topical application of fluoride
- Space maintainers

**(iii) Surgical Services**

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

**(iv) Restorative Services**

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

**(v) Prosthetic Repairs**

All necessary procedures required to repair or relin 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 three thousand five hundred dollars (\$3,500) per person for all services provided by an Orthodontist.

**B. Co-Insurance**

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

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

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

**1. Eligibility**

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

**2. Level of Benefits**

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

**3. Elimination Period**

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

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

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

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

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

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

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

#### **5. Definition of Total Disability**

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

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

## **6. Integration with Other Disability Income**

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

All other disability income will include: C.P.P./Q.P.P. primary disability pension benefits, Workers' Compensation, disability income from a group or association plan, disability income arising out of any law or legislation, and wage continuation or pension plan of any employer including the Pulp and Paper Industry Pension Plan. Private or individual disability plan benefits of the disabled employee will not reduce the benefit from this plan.

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

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



## **7. Rehabilitative Employment**

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

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

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

## **8. Exclusions**

Disabilities resulting from the following are not covered:

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

(b) Participation in a riot or civil commotion.

(c) Intentionally self-inflicted injuries.

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

## **9. Pre-Existing Conditions**

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

## **10. Successive Disabilities**

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

## **11. Terminations**

Coverage will cease:

- (a) On termination of employment.
- (b) On a date fifty-two (52) weeks prior to an employee's 65th birthdate.
- (c) On the date leave of absence commences except as provided for in the Collective Agreement.

(d) On the date an employee is laid off except when an employee has requested continuation of coverage in accordance with section 6 of Article XXI of the Labour Agreement, in which case coverage under the plan will continue only for the periods specified in the aforementioned sections of the Agreements. In the event an employee becomes totally disabled while covered by this plan under this provision, the elimination period will commence on the date such an employee is scheduled to return to active full-time employment.

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

## **12. Contribution Waiver**

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

## **13. Letter of Understanding - Long Term Disability**

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

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

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 the recalculation.

### **CONDITIONS FOR IMPLEMENTING THE PLAN**

(1) The Long Term Disability Plan is payment in kind of the employee's share of the reduction in the Unemployment Insurance Premium resulting from the qualification of the Weekly Indemnity Plan under the Unemployment Insurance Regulations. The full U.I.C. premium reduction including the employee 5/12th's share will be retained by the employer.

(2) When an employee becomes totally disabled under this plan he or she will be paid any outstanding entitlement with respect to vacations, supplementary vacations, statutory holidays, special (personal) floating holidays, and any half-time portion of banked overtime.

(3) Upon commencement of L.T.D. benefits all terms and conditions of the Collective Agreement will become inoperative except where provided for in Article 4 (b), (c) and (d) below.

(4) (a) Negotiated wage increases will apply as per Article 2 of the Plan Summary but subsequent increases in plan benefits will not affect employees on L.T.D. benefits.

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

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

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

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

# EXHIBIT "D"

## APPRENTICESHIP TRAINING PROGRAM

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

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

### General Principles

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

Apprenticeship Committee, with advice from the Apprenticeship Branch.

7. Under the Program, Apprentices will receive rates as per Exhibit "A" of the Collective Agreement.

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

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

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

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

- (a) The Company to establish in-plant training programs to support the training syllabus as developed by the Apprenticeship Branch of the Department of Labour for each trade involved. Supervision of the established Program shall be the responsibility of the Joint Committee.
- (b) Set standards for entry into the Apprenticeship Program that are not inconsistent with the standards recommended by the Apprenticeship Branch.
- (c) Carry out periodic reviews of the training programs at intervals of not more than three (3) months.

- (d) See that the required practical tests are carried out in cooperation with the Apprenticeship Branch.
- (e) Determine the tool requirements by years of training.
- (f) Joint Committee to review any case of lost time from the Program because of sickness, accident, etc. and to determine the amount of additional time necessary before an employee meets his requirements of time served.

### **Central Advisory Committee**

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

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

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

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

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



removal from the Program. Employees who are removed from the Program will be offered an entry job in keeping with their plant seniority.

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

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

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

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

(e) For trades exceeding four (4) years, the following shall be in addition to the above. On successful completion of the fourth period of training at the Vocational School, and having spent twelve (12) months as a fourth year apprentice, he shall be reclassified and paid the fifth year Apprentice rate which is equivalent to the "A" Mechanic rate for the following twelve (12) months. On completion of the final period at the Vocational School the fifth year apprentice shall write his final examination set by the Apprenticeship Branch and, upon becoming certified, shall be designated as a certified Journeyman at the regular hourly rate for "A" Mechanics.

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

### **Cost of Books**

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

### **Allowances and Wage Make-Up**

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

### **General**

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

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

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

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

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

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

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

# **EXHIBIT "E"**

## **STEAM PLANT VOCATIONAL LEAVE**

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

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

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

### **2. Third Class Certificate**

Upon successful completion of the Department of Education Correspondence Course for a **THIRD CLASS STATIONARY STEAM ENGINEERING CERTIFICATE**, or possessing equivalent qualifications acceptable to the Vocational School authorities, employees shall be granted six (6) weeks leave of absence with pay to attend an approved Vocational School to

complete the course and write the examination for the Third Class Stationary Steam Engineering Certificate.

During his first week at the school the employee will be evaluated by the school authorities to determine his knowledge of the subject, and if the evaluation is favourable he will continue his studies at the school during the following four weeks and write the prescribed examination. In the event that the evaluation is not favourable, the school authorities will indicate to the employee those areas where further study is needed and he will return to the mill and carry out the recommended home studies. Upon completion of this additional studying, the employee will be granted five (5) weeks leave of absence, four (4) weeks with pay and one (1) without, to return to the Vocational School to complete the course and write the prescribed Third Class Certificate examination.

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

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

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

During his first week at the school in each of the above mentioned cases (i) and (ii) the employee will be evaluated by the school authorities to determine his knowledge of the subject, and if the evaluation is favourable he will continue his studies at the

school during the following four (4) weeks and write the examination prescribed for Part "A" or "B", whichever is applicable. In the event that the evaluation is not favourable, the school authorities will indicate to the employee those areas where further study is needed and he will return to the mill and carry out the recommended home studies. Upon completion of this additional studying, the employee will be granted five (5) weeks leave of absence, four (4) weeks with pay and one (1) without, to return to the Vocational School to complete the course and write the examination prescribed for Part "A" or "B", whichever is applicable.

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

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

#### **5. Additional Leave**

Leaves of absence with pay will be granted to Steam Plant personnel on the basis as set forth in 1, 2 and 3 above. Any further Vocational Training required to pass each respective certificate shall be at the employee's expense and such additional leave of absence will be granted.

#### **6. Books**

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

## **7. Examination and Tuition Fees**

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

## **8. Transportation Allowance**

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

## **9. Timing of Leave**

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

## **10. Number on Leave**

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

## **11. Government Allowances**

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

## **12. Living Out Allowance**

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



# **STATEMENTS OF POLICY**

**1945 - 2003**

## **LABOUR AGREEMENT**

Taken from the Transcripts of  
Negotiations for Contract Years

**1945 - 1952 inclusive**

and from Memoranda issued during  
subsequent Wage Conferences

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## **COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA**

**Local 298 and Local 1127**

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**EUROCAN PULP & PAPER CO.**

### **FOREWORD .....**

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

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

# STATEMENTS OF POLICY

## Article II - Definitions

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

The Union and the Company recognize that supervisors are excluded from the provisions of the Labour Agreement and accordingly it is improper for supervisors normally to do the kind of work which is done by those defined as employees in the Agreement.

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

(b) **Definition of "Him"**. (Page 98, 1946 Transcript)

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

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

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

## Article V - Standing Committee

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

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

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

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

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

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

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

## **Article VI - Hours of Work**

### **(a) Section 2: Overtime**

It is hereby agreed:

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

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

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

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

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

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

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

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

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

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

(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 it's power to relieve employees within twelve (12) hours for an eight (8) hour shift and sixteen (16) hours for a twelve (12) hour shift when these employees 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.

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

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

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

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

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

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

In the application of this section it is considered that the allowance is due to an employee only in the case where he is reporting for his regular duties and then no work is provided. If the employee's regular duties consist of ship loading and bull gang work, he may be transferred from one regular assignment to another without penalty providing he obtains work on either job. However, while working on ships he will receive the ship rate and while working in the yard he will receive the bull gang rate. In the case of an employee, whose regular duties consist of one specified job, and who reports for work and finds no work available, if such employee then transfers to a job carrying a lower rate, at his

election, he shall nevertheless receive the rate paid him on his regular job.

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

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

## **Article X - Call Time**

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

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

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

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

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

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

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

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

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

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

## **Article XVII - Statutory Holidays**

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

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

(b) **Clarification of Section 5.** (Page 265, 1948 Transcript)

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



(ii) It is understood that an employee's vacation shall be exclusive of a paid holiday as recognized by the 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.

(c) **Clarification of Section 5(c).** (Page 105, 1950 Transcript)

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

## **Article XXVIII - Safety and Occupational Health**

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

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

## **Article XXX - Disciplinary Action**

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

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

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

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

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

### **Exhibit "A"**

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

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

### **Miscellaneous**

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

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

**(b) Conflict Between Labour Agreement and Transcript.** (Pages 46-7, 1951 Transcript)

Whenever there is a conflict between the Labour Agreement and the Transcript, the Agreement will prevail.

**LETTER OF UNDERSTANDING**  
**Re: Apprenticeship Expenses**

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

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

Yours very truly,

O. Kent Elliott  
Director, Human Resources

## **LETTER OF UNDERSTANDING**

### **Re: Rehiring**

The following practice will be observed during the 2003-2008 contract.

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

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

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

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

Yours very truly,

O. Kent Elliott  
Director, Human Resources

**LETTER OF UNDERSTANDING**  
**Re: Rehabilitation and Re-Integration Program**

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

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

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

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

Yours very truly,

O. Kent Elliott  
Director, Human Resources

**LETTER OF UNDERSTANDING**  
**Flexible Work Practices**

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

training modules. The Company will design and introduce new training programs to facilitate the implementation of and evolution of flexible work practices.

7. All employees will be required to complete training programs as prescribed by the Company and utilize new skills acquired as a result of training. Training will be consistent for all employees in each job classification.
8. The parties recognize that the acquisition of new skills that facilitate the implementation of flexible work practices is an ongoing process and will continue over time to support the changing needs of the business.
9. The following payments will be made for flexible work practices:

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

To be implemented as follows:

- ⇒ Upon ratification of the collective agreement, \$.46 per hour for Maintenance employees and \$.205 for Operating employees.
  - ⇒ Immediate utilization of existing skills that may not have been previously used due to restrictive work practices.
  - ⇒ Employees assisting each other regardless of department or occupation.
  - ⇒ \$.25 per hour for Maintenance employees and \$.20 per hour for Operators upon successful completion of each modular training program and utilization of skills acquired as a result of this training. There will be two training modules for Maintenance employees and one training module for Operations employees.
- Apprentices will be paid the maintenance premiums in the usual proportion.



The same delineation which defines who is an operator and who is a maintenance employee shall apply to the payment of premiums. Maintenance employees will include all journeypersons as identified under Exhibit 1 - Definition of Mechanical Trades - of the Collective Agreement and roll balancers, lubrication mechanics, and sawfilers.

The parties agree that there will be no pyramiding of credits under the job evaluation plan for duties that are being compensated for under the flexible work practices agreement, unless the changes constitute new regular job duties added to their classification as defined by the job evaluation plan. These new regular job duties must result from either new or changed procedures/equipment or from the permanent reassignment of duties from another job classification.

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

10. Training programs implemented under point (6) are not intended to force qualification in another trade.
11. The Company agrees that no employee will lose their employment with the Company as a direct result of the implementation of flexibility initiatives under this letter. This provision applies to only those employees employed at the date of ratification of this agreement.
12. No trades person or apprentice will be involuntarily displaced from their respective trade on a permanent basis as a result of the implementation of flexible work practices.
13. It is not intended that flexible work practices shall result in a trades person being assigned to a non trades classification when someone outside of his trade is performing his trade core duties.
14. The Company agrees that no employee's regular job rate will be reduced when he is assigned to perform work under this work

place flexibility agreement. This does not apply to an employee who is laid off or whose job is temporarily curtailed and is recalled or works in a different job category on the basis of mill seniority.

15. The Company commits to maintain apprenticeship agreements.
16. For the term of the renewed Collective Agreement, the Company and the Union agree to establish and participate in a Joint Committee, which will meet quarterly to discuss issues related to productivity, morale, profitability, work opportunities, market conditions, any alleged discrimination, the ongoing effectiveness of flexible work practices and any other problems related to flexible work practices.

The company agrees to pay all reasonable expenses for the attendance of the Local Union President or their designate) and another member to attend the Joint Committee Meeting.

17. The Committee shall consist of:
  - the President of each Local Union
  - the Wage Delegates of each Local Union
  - the General Manager and designated members of Mill Management
  - the CEP National Representative.
18. The parties agree that disputes relating to the implementation of this letter shall be reviewed by the Joint Committee which will make every effort to resolve these disputes in accordance with the spirit and terms of this letter.
19. With respect to the implementation of flexible work practices, the parties agree that they will consult with respect to ways and means to avoid jurisdictional difficulties between the unions.

**LETTER OF UNDERSTANDING  
RE: FLEXIBILITY**

**OCTOBER 8, 1998**

The parties met October 6 - 8 and discussed the intent of Flexibility. Both parties acknowledge that the Letter of Understanding - Flexible Work Practices is a statement of full flexibility limited only by the provisions as outlined in the Letter of Understanding - Flexible Work Practices. notes of the discussions form part of the record of 1998 negotiations.

The Company commits to utilize flexibility in a common sense, good business practice context and agrees that work will be assigned using these principles; however, the company will not use the “stick in your eye” approach.

The Union commits to participate fully in the implementation of flexibility in the spirit and intent as outlined in the Letter of Understanding - Flexible Work practices and as discussed during the negotiation process.

Dennis Urbanowski

Rick Campbell

Doug Petersen

Ian Blaikie

Bill Whitty

Ed DaCosta

Jack MacNeill

Bob Leachman

Randy Dobson

Murray Newlove

Jack Tewnion

CEP Local 298

CEP Local 1127

Lowell Butler

Eurocan Pulp & Paper

**March 7, 2003**

David Coles  
Vice President  
Communications, Energy and Paperworkers' Union  
#540 – 1199 West Pender Street  
Vancouver, B.C.  
V6E 2R1

**Commitment To Employment**

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

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

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

Yours truly,

O. Kent Elliott  
Director, Human Resources

December 15, 1998

Communications, Energy & Paperworkers'  
Union of Canada  
623 Enterprise Avenue  
Kitimat, B.C.  
V8C 2E5

Attention: Mr. Bill Whitty, President, Local 298  
and Mr. Rick Campbell, President, Local 1127

Dear Bill and Rick:

**RE: Letter of Understanding  
Job Security And Job Elimination**

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

Yours truly,

EUROCAN PULP & PAPER CO.

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O. Kent Elliott  
Director, Human Resources

OKE/pr

**Letter From The President of Eurocan Pulp & Paper Co.  
Re: COMMITMENT REGARDING CONTRACTORS  
COMING ONTO MILL SITE**

This is to confirm the agreement between the Company and the Union 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 union acknowledges that, subject to ARTICLE XXV - CONTRACTING, the Company retains the right to select contractors as it deems appropriate.

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

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

**1. Minimum Wages**

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

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

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

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

**3. Remittance to the Local Union**

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

**4. Adherence to Safety Regulations**

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

**5. Honouring of Picket Lines**

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

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



**LETTER OF UNDERSTANDING**  
**Local 298 and Local 1127**  
**RE: Scope Of Agreement**

The Company agrees for the time of the 2003 - 2008 agreement that in the event of a separation of business the master agreement shall be applied as a master agreement to each business except in respect to permanent vacancies and layoffs.

Further, in the event of a change in common employee status, employees directly impacted by a permanent layoff will be allowed to exercise their seniority rights to transfer between the different legal entities.

March 7, 2003

### Letter of Understanding – Trades Qualifications

C.E.P. and Eurocan both clearly recognize the critical nature of apprenticeship training and certified trades qualifications mechanisms.

It is no secret that British Columbia is facing a skills shortage and the pulp and paper industry is not exempt from the impending crisis.

The parties agree to work co-operatively on the issues of workplace and trades training. The union and the company agree that closer co-operation will help protect them against any changes that could negatively impact the skill levels and portability of trades persons in B.C.

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

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

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

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David Coles  
Western Region Vice-President  
C.E.P.

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O. Kent Elliott  
Director, Human Resources

# NOTES OF DISCUSSIONS ON FLEXIBILITY

HELD OCTOBER 6-8, 1998

WHICH FORM PART OF THE RECORD

OF 1998 NEGOTIATIONS.

Randy Billow	RB	Rick Campbell	RC
Kent Elliott	KE	Bill Whitty	BW
Ed Dacosta	ED	Doug Petersen	DP
Murray Newlove	MN	Bob Leachman	BL
Randy Dobson	RD	Jack Tewnion	JT
Ian Blaikie	IB	Jack MacNeill	JM
Lowell Butler	LB	Dennis Urbanowski	DU

- 1. The introduction of flexible work practices is designed to improve productivity, improve product quality, reduce down time and lower costs while ensuring that the work is completed in a safe manner. The efficiencies that result from flexible work practices are also intended to assist in fulfilling the intention of Article 25 of the Collective Agreement.*

RB In No. 1 is flexibility tied to the issue of job creation and contracting out? For example, people increase their skills and responsibility which will make workers more efficient and allow employees to pick up work which is now being done by contractors.

KE Flexibility will increase the productivity of current employees which will result in more capability to do work that is currently contracted; not on an hour by hour basis, nor an a job by job basis. It won't mean contracting will disappear, but as we improve, it will make more sense to do more jobs with our crews.

DU Our fear is that contracting out won't go down but crew sizes will decrease by attrition.

KE When it makes good business sense to do work with our crews we will do it. It doesn't mean maintenance crews won't decrease, they might, but as we become more productive we'll see more work being done by our crews.

BW You say as our people become more productive we will pick up work. You don't say you won't reduce crews. You haven't said maintenance will increase its crews. Flexibility is a hard sell, we would like the opportunity to increase manning.

KE The second sentence says that efficiencies that result from flexible work practices are also intended to assist in fulfilling the intention of article XXV of the collective agreement. Flexibility will make us more productive and that will enable us to do more work that is currently contracted. This clause does not say there will be more jobs.

BW Nor does it say, fewer jobs.

KE There is no obligation to increase the size of the crew.

RC How do you see this working with operations?

KE With flexibility there will be less downtime and lower costs, which is the aim of this.

**2. *The parties agree that this letter on flexible work practices recognizes that the primary responsibility for the operation of the mill will remain with operators and the primary responsibility for maintaining the mill will remain with trades persons and steam plant maintenance employees.***

- RB Item 2 deals with the primary responsibility of workers. Is it the primary responsibility of maintenance workers to maintain and the primary responsibility of operators to operate?
- KE Yes, this item is self explanatory. Primary means we are not going to totally turn operators into maintenance employees, and we are not going to totally turn maintenance employees into operators. Operators can do maintenance functions and maintenance employees can do operating functions, but not as their primary responsibility.
- MN How far are you going to go with operators doing maintenance work in the paper mill?
- KE We are going to do what makes sense. For example they may be assigned to assist tradesmen on line shutdowns.
- MN What about when we are running?
- KE There may be adjustments which make sense, things that you have the skills to do and are able to do. For example, you may be adjusting packing, you may work in maintenance for training purposes, or for machine optimization. As well, basic maintenance can be a part of it.
- RD What would a maintenance employee be doing in operations.
- KE They may be testing equipment, repositioning equipment, helping operators, at times running some equipment. Things which would not change their primary function.
- ED What makes something primary, is it a percentage of time?

- KE We are not interested in percentages. If a person is an operator and is no longer responsible for operating a machine but rather is only maintaining it, then their primary role would have changed.
- RD If I work in my job in the steam plant, are you now saying I would have to assist the tradesmen while my equipment is running?
- KE If it fits, yes, we don't see a problem with that. We want to see your equipment running and we don't see a problem with you assisting trades people.
- BW You say it is not your intent to change roles and you will do things that make sense. It has to make sense for everyone to make this work. To do something just because you have the right doesn't make sense.
- KE You are imploring us as a company to do things which make sense. We agree. But just because something happened a certain way in the past doesn't mean it makes sense.
- BW There are things in the past which were done a certain way and that is still the right way. There needs to be a lot of education on this.
- RB People on both sides have good ideas. We need to get away from "I'm the boss, you're the worker". When the workers bring forward good ideas management must look at them and listen. If they are good they must be implemented.
- RD I have my regular duties in the steam plant, but the Foreman says don't do your regular duties, do other things. Are you saying we have to do that?

- KE If it makes sense in the circumstances which are present at that time, then there would be no reason for this not to happen.
- RD The sense may be because a Foreman told me so. I am afraid I will be pulled off my regular job and have to assist tradesmen.
- KE As RB said there should be a reason which makes sense. There may be something more important that needs doing. There should be logic and sensibility in what you're doing.
- RB If the company is playing silly bugger I hope this will be brought up to the committee. It will happen. These issues will have to be dealt with.
- RB There are two forms of flexibility. One when operating and one when you are down. Should you ask the third hand to help a millwright when his machine is running and the other people have to do his work. Flexibility has gone too far when an employee is taken out of his line to help with maintenance.
- KE There can and will be things operators do that will be part of a maintenance basic function, which were previously a maintenance function. There will be times flexibility will be used while the persons' equipment is operating and they will be required to work with maintenance; there will be times when the person is working flexibly with other operators. We don't see this as changing the person's primary role.
- 3. *It is understood that the intent of this letter will supersede local practices, and verbal and written agreements which would impair the implementation of flexible work practices.***

RB Re No. 3 does the letter on flex supersede local agreements and where it does, have these areas been identified?

KE It clearly supersedes local practices and verbal and written agreements. We have not identified all, it's impossible. A partial list that is certainly not all encompassing would include the welding and painting statement of policy. The first aid agreement impairs the implementation of flexibility. There are other things, ship loading issues including what jobs shiploaders can perform when not ship loading, job safety breakdowns, ISO documents, lockout procedures. In the paper mill the senior winderman guideline. Other items that are on our agenda are the role grinding, jurisdictional issues between the two locals. There is no intention to imperil the certification of the locals, but where the implementation of flex is impaired by jurisdictional issues, that is a restriction.

DU What would imperil the locals?

KE If local 298 positions were filled by local 1127 members on a full-time basis.

RD The company has a contract with 1127 and 298. Flexibility has no bearing on this. If I do work in the jurisdiction of 1127 and have a problem, who deals with this and represents me?

KE An arbitrary line saying somebody from one local can't work in the other local's area impairs implementation of flexibility.

RD While our equipment is running you can ask us to work in the paper mill?



KE We don't see that as a probability.

BW You say assigning shiploaders into 1127 jurisdiction should not imperil certification? Gathering garbage in the paper mill is a 298 function, could you see paper mill people doing this?

KE I'm not sure, I need to know more about the facts.

BW I read a letter saying the yard crew would be doing less, is this part of that?

KE There is a position of janitor. We cannot say it is now an 1127 job. We may say to provide extra help would be okay. We are not talking about moving jobs between jurisdictions.

RC You brought up the senior winderman position, what do you plan to do there?

KE There is a guideline which restricts the senior winderman from doing certain things.

RC Are you saying he could move down?

KE Yes. This guideline would be superseded by the implementation of flex.

MN If we have a down day, do you plan to move people to the pulp mill?

KE If that made sense we might do it.

ED Would a line of progression impede flexibility?

KE No. This is not about overturning progression lines.

- BW How about bypassing in the line of progression?
- KE I don't see this as being an issue.
- MN Are our job descriptions going to change?
- KE If there are limitations in the Job Description or impediments to flex implementation they might change.
- BW Why would job safety breakdowns change?
- KE If they included specific categories of people, they may need to be changed.
- RD The jurisdictional issues, having two locals is not an agreement or a local practice. Its a contract with the company. If it was the IWA or a nonunion shop, am I supposed to go work there? I'm not going to work there.
- RB You listed examples. I want it clearly understood that flex does not give employers the right to combine jobs. You have that right now providing the agreement does not prohibit that. The 1976 letter prohibits you from doing this with first aiders. Flexibility does not give the right to change the primary role.
- KE I raised the issue because the 1976 letter impairs the introduction of flexibility as it relates to the duties a first aid attendant can perform.
- RB We hope this item can be resolved.
- BW The 1976 letter impedes flexibility, but flexibility does not allow you to start a new job.
- KE The first aid letter prevents us from doing things, it inhibits flexibility.
- BW On No. 3 you said that you haven't identified all the items which may impede flex. Some examples you have were the first aid

agreement, painting, ISO and lockout. Where does the lockout impede flexibility?

KE There may have been some lockout procedures developed when there were strict guidelines on who does what. Some things not related to safety may impede flex.

BW Are you saying that where presently there is a requirement for two competent people to perform a lockout so maintenance can lockout, are you suggesting that is an impediment? Are you saying that maintenance or anybody would do a lockout?

JM I put lockout in as an example. Electricians now are not allowed to lockout a machine they are fully qualified to do until an operator who is busy elsewhere comes down and hangs a yellow tag on the switch. That does not make sense.

LB Would you require an operator to hang a tag on a switch when this does not make sense. Could not a tradesman and an operator lockout together?

BW There will have to be a revamping of the lockout procedures in the mill.

KE The reason this was included was as an example.

JT Tradesmen could assist lockouts by closing valves for operators. Now this is considered operators work.

RD What do you want operators to do? When people work on my equipment, who is responsible for it when it comes time to operate it?

BW Is it the company's intention to provide where lockout procedures need amending that the necessary committees will look at the changes?

KE I don't see why not.

4. *All work will be performed in a manner consistent with safety articles of the collective agreement as well as the Company's safety rules and the regulations issued by the Workers' Compensation Board of B.C. It is recognized that some tasks can only be performed by employees who possess certain government certifications and in that instance, the work will only be performed by employees who possess the required government certificate.*

RB Item 4. Would you ask another tradesman to work in another trade which is a compulsory trade?

KE The statement from item 4 is a statement of the law. It says some tasks. We don't believe there are many restrictions. The name of a trade in itself does not impose a limitation. Work that in the past has been done by a certain trade does not imply that the work must continue to be done by that trade.

RD Is there a check sheet: Are you aware of the penalty?

KE I'm not aware of a penalty. There are some instances where government certificates are required, and we will follow them.

RB The main concern is the compulsory trade issue.

RD Wouldn't you say that the law would require a person to have a ticket to work within a compulsory trade? Who will determine the rules?

KE Those who know the job. We will live within the law. If the law says a task must have a certificate then the person who does the work must have that certification.

BW We have three compulsory trades: pipefitters, electricians, and tinsmiths. We could get into what part of the trade a person can do. It's clear that tinsmiths should do tinsmiths work. You have to be certified to be a tinsmith.

KE I'm not going to respond at this time.

DU We need to clarify what is legal. We can determine this if you want.

KE There will be questions on what work needs certification and we will have to look at this. Just because a certain trade has a name does not mean only employees of that trade can do work that in the past has been done by that trade.

BW The way you answered the question is satisfactory. It is incumbent on us to find out what type of jobs require certification. We will do what we have to do to be within the law. What work can be done by others in mandatory trades needs to be answered.

***5. The intent of this agreement is to provide that all employees will safely utilize all of their existing skills and maximize their productivity and learn and use new skills to enhance their effectiveness.***

RB No. 5. This item is pretty clear. If you have somebody, like an operator who has trades experience, would you let this person utilize their existing skills in a core trades situation?

KE Yes.

RB When?

KE When it makes sense. For example if a shiploader has the skills, we could see utilizing the skills when the person is not ship loading. We also see using the skills to enhance the operation of a person's job. We would also use them when their operation was down.

RB Primarily, you would use them when the machine is down?

KE That is one time, but also if it could enhance their job while operating.

RB What if the person had left for physical reasons, mental health, etc. I would hope you wouldn't force somebody who for all the right reasons didn't want to do the job?

KE We would exercise care and look at all the circumstances. We would not want to be silly, but don't want people to be silly and hide behind, saying no.

RD What about the person who doesn't want to do it anymore but still has the skills?

KE The question is similar to the previous one and the answer is the same. If someone has equipment which is not working and has the skills to correct the problem but won't do it, that would be a problem. If they can advance their job by using their skills without going back into the trade then they should use them.

BW I'm a shiploader and working in the mill. If there is a shortage in the lubrication department are you going to assign me there?

KE I would see that as a possibility.

BW Would you change the posting to accommodate that?

KE No. We don't want these things to impede flexibility.

RD How do you find out if I have an existing skill?

KE You would tell us or make us aware of them. I hope people don't play silly bugger with this. You should use all the existing skills safely that you have. We may want you to learn new skills.

IB You would have to demonstrate the ability to do a task safely.

BW What would the people who possess maintenance skills be paid?

KE That depends on the level they have and to what extent they use them. For example, if an ex-tradesman works during a shutdown using his trade he should be paid a tradesman's rate. If they are assigned to do something lesser skilled they should maintain their rate.

ED What if a person is qualified but doesn't have a ticket, what are their chances of ever getting the ticket?

KE We would not change their primary roles. A person could not become a tradesman without getting an apprenticeship.

**6. *The Company and the Unions will meet to discuss a module based training program that will enhance the existing skills of employees. They will also discuss the option of using trainers from the bargaining unit to assist in the design and delivery of the training modules. The Company will design and introduce new training programs to facilitate the implementation of and evolution of flexible work practices.***

RB Item No. 6. It is our opinion that flex assignments that exceed existing skills will not happen until the training is complete.

KE We don't agree. We see being able to train people on the spot by having someone instruct them on how the task can be done safely. We see this as being separate from the module training and acceptable.

RB We see using the existing workforce people to develop the modules and to be used as trainers.

KE We have done some initial development and we welcome input from the union. We would look at using trainers from the bargaining unit. They would have to demonstrate their ability to be trainers. They must also be available to train.

RB We would like a commitment from you to discuss these issues and consider using people from the bargaining unit as trainers.

KE We will consider using trainers. In the end it is our responsibility to design and implement the training. We don't see the need for joint agreement on modules before we can proceed.



RB You have a wealth of knowledge on the floor. You should tap into their skills and knowledge and use their ideas.

DU I hope the level of training is higher than some we have taken. If the training is not adequate then our members will refuse work on the grounds of safety.

KE We will do what we think is the right thing in terms of time and resources.

DU We could give you the same response.

BW The first sentence concerns me. My understanding is that the module based training is already in the works and we have not been consulted. You're creating your own modules. How can this comply with the first sentence. As far as trainers, we have a committee that is ready to go. We are intent on using this committee.

KE We have been getting prepared for this. We will meet and discuss these items with you and will seek input.

Flexibility starts when we get an agreement. People will be required to use their existing skills. If some people have deficiencies and are unable to do a job, we won't wait for a module to train them. It is perfectly proper to train them at the time of the assignment. All training is not necessarily flex training.

RB Until someone has module training they should not be using new skills.

KE If someone has a new piece of equipment and someone is assigned to train them, that is okay. We want to get on the modules as quick as we can.

BW Is it safe to assume that modules are being assembled at the skills center.

KE The Skills Center is assisting us in finding materials we can use. We are also working with others. We are using the skills center as a resource but we have not made a firm commitment yet.

BW We are not involved in designing these modules. Our people may say these modules are not workable.

RB We are asking for a commitment that upon ratification the company will meet with the locals and will consult with us to develop these modules.

KE If you are asking that we not put a module in without the consent of the union, then the answer is no. If you are asking us to consult then the answer is yes.

***7. All employees will be required to complete training programs as prescribed by the Company and utilize new skills acquired as a result of training. Training will be consistent for all employees in each job classification.***

RB Item no. 7. Our opinion is that all training is to be equal. Is the training going to be consistent in each area?

KE All employees in the same category will get the same module training. Some employees may already have previous training and there will have to be consideration for that.

KE We would not be opposed to getting input from the union right away. If you give names to Jack MacNeill we will start with them as soon as possible.

BW Item no. 7. This training does not involve testing. A person would say take four weeks training and then would be finished.

KE We see it differently. There needs to be either a written test or demonstrated competency. There would also need to be a sign off as having completed the module.

- BW We will acknowledge that training has been completed. I would not want to write a test at the end of the training. If there is a test and the person doesn't pass, what then?
- KE We would have to work with them. For some people a written test might not be right, for them there may have to be some other form of testing.
- RB There would be no grading on the test would there? You would not be saying the pass mark is 75%? Some people who get great grades cannot do the practical work. Some people who can do the practical work have a hard time with grades.
- KE That is why we used the phrase "demonstrated ability". There has to be something at the end of the day to demonstrate their ability. In some cases it may have to be a verbal demonstration. I personally do not want to see grading.
- RD How are the sessions going to be arranged?
- KE We don't know all that yet. Some may be on the job, some may be on the plant site, some may be off the plant site.

8. *The parties recognize that the acquisition of new skills that facilitate the implementation of flexible work practices is an ongoing process and will continue over time to support the changing needs of the business.*

RB Item No. 8. We see flexibility as an evolving process. We see it as going beyond the term of this agreement.

KE We also see it as an evolving process.

9. *The following payments will be made for flexible work practices:*

<i>Maintenance employees</i>	<i>\$.95 per hour</i>
<i>Operations employees</i>	<i>\$.40 per hour</i>

*to be implemented as follows:*

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

- *The same delineation which defines who is an operator and who is a maintenance employee shall apply to the payment of premiums. Maintenance employees will include all journeypersons as identified under Exhibit 1 - Definition of Mechanical Trades - of the Collective Agreement and roll balancers, lubrication mechanics and sawfilers.*
- *The parties agree that there will be no pyramiding of credits under the job evaluation plan for duties that are being compensated for under the flexible work practices agreement, unless the changes constitute new regular job duties added to their classification as defined by the job evaluation plan. These new regular job duties must result from either new or changed procedures/equipment or from the permanent reassignment of duties from another job classification.*

RB Item No. 9. How do you visualize the payment? For example, if a group of millwrights pass the training, let's say 10 complete the training, when do the rest of the workers get trained?

KE Are you asking how soon we will be completed?

RB We would like to see that when the first group has completed their training everyone gets paid.

KE We see paying after successful completion of the module training. We see immediate payment of the first premium for the use of existing skills.

- RB There has been some concern expressed regarding fears that some companies may drag their feet in order not to pay the second and third installments by delaying the training process. It seems unfair that if people get trained in groups of ten that some people may have to wait for a year before they get trained. A difference in pay results which could go through a contract year and further magnify the problem.
- KE We have no incentive to not get on with this. It makes people more effective to have these skills. We want to get it done and will not hold up the process.
- BW We are going to have the time frame. If we can't meet this time frame then we would have to look at retroactive pay. It should be a reasonable time frame.
- KE We don't see the first module taking a year.
- BW We need a time frame agreed upon before we vote on this. It might be ten months but not a year. We will make a recommendation.
- KE We will stick with pay upon successful completion.
- RB Once the modules are ready and the training is in place, we want this fast tracked.
- KE We will do the very best we can.
- RD How will a person know what somebody's existing skills are? There is due diligence involved and I don't want somebody getting hurt because they are doing something they cannot do safely.

- KE We don't want anybody getting hurt, we do not want anybody telling us that we did not practice due diligence. We will have to pay close attention to this item. We know we have a responsibility to insure work is done safely.
- RD Are you saying the employee must help regardless of the department or occupation?
- KE This is straight forward. If you are able to assist someone and it doesn't take you away from your primary function then it's okay. It could be a different department, a different occupation, you may have to postpone your duties in order to assist in maintenance or even in the pulp line. We will keep in mind that you have your own primary function.
- BW Common sense and business sense must go hand in hand. They must be married together. Decisions that are made with common sense and business sense together will be okay.
- KE Most business decisions are also common sense decisions.
- RD You keep bringing up jurisdictional items. Will somebody be telling us to go work in the paper mill?
- KE It is assisting getting something done. If there is a large problem in the paper mill and other people are available to assist, it makes sense to go over there and help.
- RD It doesn't make sense to go over to the paper mill. We have two union locals here.
- KE We are not suggesting anything here that would imperial either certification.

- DU The language says between departments and occupations, not jurisdictions.
- KE We see it differently. The person running the guillotine may at times not be able to have his line fed. What is wrong with that operator getting a clamp truck and going to get a role of cull so he can continue working. We want it to be fed the way it is now but when difficulties arise the operators should be able to get their own paper. We see areas where assisting each other should not be a problem and will help out the operation.
- RD There are two locals. The paper mill is not a department of local 298.
- MN Does this mean if we have extra people at the bottom of the line, they have to go to the pulp mill.
- KE In some cases there may be logical reasons to use them in different areas.
- DU What do you have in mind for ship loading?
- KE We could see shiploaders being assigned to assist in the paper mill.
- DU Assigned as 1127.
- KE Doing what they can do there.
- BW Would you see the paper mill as being classified as a department?
- KE We would see that as a potential.



BW You would throw an operator into filling his deck by operating the machine. You have a right to do these things but only on an emergency basis.

KE The spirit of this thing is people assisting each other without arbitrary barriers. The line between the pulp mill and the paper mill is an arbitrary line. It is not consistent with the flexibility agreement. Flexibility is not about emergencies. It is about getting the job done efficiently. This is a business item.

DU You say there is no line. There is a line. It is a certification. If you think you can assign a shiploader to work in the paper mill you are kidding yourself because that line is there and it is not going to happen.

RB We will do some research on this issue.

***10. Training programs implemented under point (6) are not intended to force qualifications in another trade.***

RB Item No. 10. We think this item is straight forward.

KE We agree.

***11. The Company agrees that no employee will lose their employment with the Company as a direct result of the implementation of flexibility initiatives under this letter. This provision applies to only those employees employed at the date of ratification of the agreement.***

RB Item No. 11. We do not see loss of employment or any downsizing because of the implementation of flexibility. We would like a snapshot of both locals workers prior to ratification of the agreement.

KE If what you want is a snapshot of the current employees and they are the ones covered, then we are okay. This item protects the individual and not the job position. This does not limit the company's ability to reduce because of technological change or market conditions.

BW As long as flex doesn't allow the tech change to happen.

BW No. 11 protects people from being laid off. It does not give protection for when people quit or retire. There is nothing to protect the number of jobs. You say there will be less people.

KE No. 11 does not place restrictions with respect to replacing people who quit or retire.

RD Are you telling us that under No. 1 that when people quit or retire you won't replace them?

KE Over time there will be reductions. In some cases people will be replaced and in some cases they will not be replaced. It will be looked at on an individual basis, circumstance by circumstance. Flexibility is here to improve productivity and reduce costs. That may mean fewer people but the current people are protected.

***12. No trades person or apprentice will be involuntarily displaced from their respective trade on a permanent basis as a result of the implementation of flexible work practices.***

RB Item No. 12. The key on this is displacement and what constitutes permanent.

KE With displacement, seniority is involved. This is pretty clear.

***13. It is not intended that flexible work practices shall result in a trades person being assigned to a non trades classification when someone outside of his trade is performing his trade core duties.***

RB Item No. 13. What if you assign a person duties outside their trade and another person performs their duties?

KE This item is talking about a trades person being assigned to a non-trades classification.

RB Example: a millwright doing cleanup while a pipefitter does his job.

KE If you take a machinist who has been assigned work in the trades but outside of his trade and a millwright uses machining equipment as part of his assignment then that is okay. But if the machinist is placed in a job classification outside of the trades, and someone is doing machining, that is not okay.

RD If a person is assigned to do work outside of his job, say doing planning or projects then we should not be doing his job.

KE Planning is seen as being part of his job as a tradesman and is now being done by some people. Project work is also seen as being part of the tradesman's job and part of his trade.

RD Planning is not part of a trade.

KE We see it as being part of a trade.

RD I don't.

KE When we established the project crew they were set up to do their own planning and to work independently.

BW For clarification, you used trades for an example. It goes beyond trades doing the work of the trade. If a non-tradesman has qualifications in a trade they should not be able to fill in while the tradesman is not being used in a trade.

KE If an operator is acting as a tradesman and being paid as a tradesman that should be okay. If a non-tradesman is doing trades work and you have a tradesman doing cleanup then this would not be okay. This is not on an hour to hour basis.

***14. The Company agrees that no employees regular job rate will be reduced when he is assigned to perform work under this work place flexibility agreement. This does not apply to an employee who is laid off or whose job is temporarily curtailed and is recalled or works in a different job category on the basis of mill seniority.***

RB Item No. 14. The intent in this is no downs except for the case of layoff.

KE This is straight forward.

***15. The Company commits to maintain apprenticeship agreements.***

RB Item No. 15. We feel this is straight forward. Randy discussed the value of apprenticeships and encouraged the company to have more apprentices.

***16. For the term of the renewed Collective Agreement, the Company and the Union agree to establish and participate in a Joint Committee, which will meet quarterly to discuss issues related to productivity, morale, profitability, work opportunities, market conditions, any alleged discrimination, the ongoing effectiveness of flexible work practices and any other problems related to flexible work practices.***

RB Item No. 16. Straight forward.

KE Yes.

BW We view your proposal of putting shiploaders into the paper mill as scheduling. Item no. 16. We would like to amend this to read “in the first year the committee will meet when requested with proper notice given. During the rest of the contract the committee will meet quarterly.” We would like to deal with issues immediately, not let them fester.

KE The fundamental thing is to work these issues out through the grievance procedure. We agreed to a joint fact finding clause which has significant time commitments.

KE We will make some comments about one of your concerns--an operator being pulled away from his equipment while it is running. In many cases it is unlikely to happen. In some cases it might happen.

KE Item No. 16. We prepared a letter answering your concerns.

BW In the letter, year means the first 12 months after ratification?

KE Yes

**17. *The Committee shall consist of:***

- *the President of the Local Union*
- *the Mill Manager*
- *Members of the Local Union as designated by the Union*
- *Members of Mill management as designated by the employer*
- *the CEP National Representative*

BW Item No. 17. The union would like to caucus on this item before discussing.

RB Items 16 and 17 still need discussion. We also need to work on the jurisdictional issue.

RB No. 17. We see having one committee representing both locals. We see three members from each local and each president.

KE Is there going to be a national representative?

RB The language allows for that option.

KE This should be a high level committee.

RB We want to revisit items 16 and 17. We want things to go smoother. We have a commitment to try to make it work. Some people don't like it, but it is there.

BW We see it being sensible to have a meeting when requested by either side for the first year. If the meeting is requested there needs to be a bona fide reason to have a meeting and that does not include because someone doesn't like a job. It would have to be a substantial reason.

No. 17. We would like to have the wage delegates as the committee. We feel they should be the committee because they know what is going on. In local 298 it would be a president and the wage delegates.

KE The current wage delegates would be the committee but the president could change?

BW Yes.

KE Would that be the same for 1127?

RC We will get back to you.

KE Item No. 17. We are okay with your suggestion. Are we going to name this committee now? We accept your logic that the people here should be on the committee.

BW The numbers won't change.

KE What you are saying is that the people won't change except for the president?

BW Yes.

RC Yes.

***18. The parties agree that disputes relating to the implementation of this letter shall be reviewed by the joint Committee which will make every effort to resolve these disputes in accordance with the spirit and terms of this letter.***

RB Item No. 18. It should be clear that every one of the 17 points is grievable.

KE No disagreement with that. We would expect employees to work now and grieve later unless the issue is safety.

KE In discussion of item No. 18 you said everything is grievable. We would expect everything to be resolved there. This committee (No. 16) is not for individual dispute resolution. The grievance procedure should be used. Only issues that cannot be resolved through the grievance procedure should be brought to this committee.

RB With regard to jurisdictional issues, at Crofton and Elk Falls they agreed to a letter in their collective agreement. It is on page 8 of the Fletcher memorandum, we can agree to that.

You brought up scheduling shiploaders into 1127 jurisdiction. Our contacts say the company gave the unions a letter saying they will not schedule a person into another jurisdiction.

### **General Discussion on Flexibility**

KE We still need to deal with the roll grinder and shiploaders relating to what work they can perform when in the mill.

The jurisdictional issue is on the table. We will respond on Items 16 and 17 and have further comments generally with respect to flex.

RB We would like the joint committee to consist of three from each local including the president.

We feel roll grinding is not related to flex but in order to progress we are willing to amend the bull session agreement.



- BW We will amend to read “class A machinist and/or designated millwrights shall receive role grinder rate for the time actually spent while roll grinding.”
- KE If the current person retires, he could be replaced by either a millwright or a machinist.
- BW We haven’t given any thought to when he retires.
- KE When the current person disappears, is it okay to appoint a millwright.
- BW Now a machinist does it. We are saying either/or in the future.
- RB If the machinist is busy, is it okay for millwright to do it?
- KE The question is, either/or without restrictions? I’m hearing you say, either a Machinist or a Millwright can replace the person.
- BW We have a concern. We haven’t replaced the last two machinists and probably will not replace the next one. This gives the company the opportunity to have millwrights doing this work all the time. I’m making a plea to the company and asking the company to look at manning and to not let a trade be depleted by flex. It’s not beneficial as people will be doing things they don’t want to do.
- KE We have had many discussions on this item. We gave you our views on core trades. We have made this very plain to you.
- BW I know what you told us. I’m clear on what you said about core trades.

RB Before we can respond on shiploading we want to know what your intentions are going to be.

KE This is plain. We expect a shiploader to do what he is qualified and capable of doing in the area in which he is working, without arbitrary restrictions. We discussed working with trades, operating equipment, they could fill in for vacancies.

RB Are you talking about mobile equipment?

KE Yes. Fork lifts, loaders, clamp trucks. They are capable of all types of work. They are guaranteed 40 hours work per week and we need to make the best use of this. They would fill in for absences. There would be no arbitrary restrictions on what they can do. If the person was a control room operator previously we would not put him operating in the control room, but in raw materials where machine work needs to be done he should be able to do that. That is what we mean.

BW Is it your intention to use the shiploaders to fill vacancies. If somebody is sick, or doesn't show up, or takes a floater you will slide shiploaders in to cover?

KE Yes, at the bottom of the line.

BW Somebody retires in raw materials, would we see no posting go up and have you slide somebody in?

KE You have to plan further ahead than that. But if someone was off sick for two or three weeks there would be nothing wrong with having a shiploader fill in. If someone takes a floater etc. they could be used to cover.

BW We have a shiploader who used to work in the Steam Plant. Would you use him to fill in?

KE If he is capable of the bottom job, no problem. We will not flip people in, up the line of progression. Also if a shiploader learns the job he could fill in.

- DU Do you see shiploaders getting a different level of training than other people?
- KE If training is required to make the person competent then we will give it. We won't train shiploaders more than others. We may train to a basic utility level but will not give unnecessary training.
- RD How long would you have a person out of a department and still bring them into work in their old department? I have safety concerns where a person has been out for six or twelve months.
- KE It depends on the circumstances and the job. The supervisor will have to make a decision.
- RD With due diligence, I worry about my responsibilities for that person.
- KE We are not interested in putting anybody on a job until we are satisfied they can do it safely.
- BW Do you see using shiploaders at the dock when there is no ship in or during weather delays being used for vacation relief in the warehouse?
- KE We see people who are assigned to the dock doing any function they have the skills and ability to do.
- BW You said shiploaders could be used for bottom positions. We have a shiploader who is from the Steam Plant. You would expect him to work there? There are other shiploaders assigned to the steam plant as well. Would you give them additional training to do the bottom job?
- KE In time they will learn the job and have opportunities to fill in.
- BW You are saying that over time shiploaders in the steam plant will have training to allow them to be used in the bottom position?
- KE We don't want any arbitrary rule which says they cannot do a function. If they are capable of doing a task they should do it.

When you commented that they should be used for labour in jobs, that is the key reason why this issue is here. It does not make sense to use make-work projects when someone is assigned to an alternative job. We want people to use the skills they have.

KE On the Roll Grinder, whether this issue is addressed under flexibility or our agenda we do not see why it should be a journeyman machinist. We think the word machinist could be replaced with mechanic.

On the jurisdictional issue, we are prepared to go with the Fletcher language. We want to say we have a clear expectation that employees will respond. At Fletcher people from the ground wood mill assisted with a felt change. This is the kind of thing we see being done.

RC There were special circumstances there.

MN Are you saying that could happen here?

KE Yes.

BW If you insist on doing that here there will be no operation. That was a start-up and the other people could not work if that did not happen.

KE It does not make sense that an employee does not cross an arbitrary line to help out. This is not on a permanent basis and only to help out.

RD How many times a year does it have to happen before it is permanent?

KE This is not going to imperil any certification. There is no reason why you cannot cross lines to help. This was discussed during the Fletcher agreement and there was no argument. We are not talking about permanent placements.

- BW You are prepared to accept the letter from Fletcher, but you are not prepared to say you won't schedule shiploaders in the paper mill.
- KE We are prepared to look at your position on scheduling. We are talking about non-scheduled events.
- BW Can we expect to see people from the paper mill help with wire changes in the pulp mill?
- KE We have not thought about that one.
- RB Are you, under a pulp spill scenario, going to direct people to go to another area, or are you going to ask them to go?
- KE What is the acceptance of the spirit of this thing? I have a problem if the spirit of this is not going to be lived with. All the people in this room are going to have to provide leadership in the spirit of this agreement. Do we have to direct, or do we request and it is seen as making sense?
- RD Will you show me where in a contract the person from a progression line is required to go somewhere else?

- KE Where somebody can assist in an area for a period of time.
- ED If you pull someone out of a job, will others have to pick up his work?
- KE A comparison may be where one person from one machine can assist a person from another machine. The person would be able to do this.
- ED The contract says it takes three people to run a winder.
- JT It does not take three people to run a winder at all times.
- BW We will show leadership, but won't lead people into an ambush. (BW read through the points of understanding from the Powell River notes.)  
Will you sit down and make a list?
- KE We are not prepared to make a list.
- BW You want a person on the guillotine to move upstairs to assist in the paper mill and then you will want a shiploader to do his job?
- KE Some of that may happen and some may not.
- RB (Gave DP a copy of the Powell River notes)  
I would like to read the Powell River agreement.
- KE We are at a critical point here. We are not prepared to respond. We will caucus on this issue. If you want to introduce the Powell River discussions then we will want to introduce discussions from other locations.
- Caucus.
- KE We have yet to answer on assignment of shiploaders to the paper mill.  
We need a reply from you on roll grinding.

- DU Do you envision pipefitters main responsibility being pipefitting work, and millwrights work being mainly millwrights work?
- KE The primary responsibility for the operation of the mill will remain with the operators and the primary responsibility for maintaining the mill will remain with trades persons. You are trying to take this a step further. It would be foolish not to recognize a tradesman's skills. We would see a pipefitter using all the skills and abilities they possess. The assignment of work would revolve around these abilities. We would have them do things they have not done in the past.
- DU Is the pipefitter's main duty going to be pipefitting work?
- KE If I say yes and don't qualify it then when I assign work you will say that is not part of my primary duties. Are we going to assign pipefitters mainly pipefitting work? Probably yes. Are we going to ask them to do more than they have in the past? Yes.
- DU What if there is no pipefitting work available?
- KE Then we will assign them to work they have the skills for.
- DU Can you envision the time when there will be no carpenters, machinists and tinsmiths?
- KE The future is difficult to predict. We would look at each time some one left and make a decision then.

DU We need to feel comfortable to reassure our members that we are getting the same deal that Fletcher got. We are not getting straight answers.

KE You will find the same answers at Fletcher.

DU There seems to be a game plan in place for the machinists, and I find it hard to believe you do not know what it is.

KE We don't have a game plan. We have mentioned our plan on core trades to you several times. They have been discussed at Standing Committee and at Bull Sessions. To say we would never replace a carpenter or a machinist would depend on the conditions at the time.

RC JT, how do you feel about the implementation of flex, specifically the senior winderman?

JT I would see him doing anything he is capable of doing including operating the guillotine.

RC What about moving down?

JT We can do that now.

RC What about the rest of flex?

JT I see it is working across machines. This doesn't happen as often as it should. Other people can help on different jobs more often. There could be conditions where a re-pulper was plugged in the pulp mill. What would be wrong with shutting down a winder and having those people help unplug the re-pulper so the paper mill could get stock for our machines? This wouldn't happen often and it is only an example.



- MN Are you saying you would take a winder crew to the pulp mill?  
What about a break on the paper machine?
- JT The other crew could do that.
- MN Then both winders would be down.
- RC You talk about taking one person off the winder.
- JT I don't have any intention of taking a guy off permanently.
- RC I could see taking a person off to open a valve.
- JT We do not intend to disrupt the progression line. With core handling, we will not need three people on the winder.
- ED We understand that. We saw the video. We help out now on the other machines.
- JT I know, but sometimes you don't.
- MN You talk about taking three guys off the winder crew.
- JT I gave you an extreme example. They may only need a utility person.
- ED Our fear is we would have an over zealous supervisor.
- JT Mine too. Our primary goal is to make paper. Why would I send people over without knowing the pulp mill had taken every care to use people from their area first?
- ED We reach agreements at standing committee and when we go back to work the supervisors do whatever they want.

BW For us to think there will be no flexibility is for us to think it won't get dark tonight. We have to put something in place and it will take both of us to make it work. We will have fights. We need comfort to show what is being done has common sense and business sense. In 1994 you probably ended up with less flex than you had when you started.

BW With the Ship loading issue where you want meaningful work to be anything they are capable of doing, is unnecessary. Meaningful work should do the trick for you. Where we have a problem with shiploaders is where, for long-term vacancies, you want them to fill in. We don't feel this is something we can live with. This will disrupt the department, somebody could do this work on overtime or people could be rescheduled. We have to have some comfort here.

KE I can make a commitment. If you like, we would be prepared to have you be part of a joint presentation made to both supervisors and workers. You will hear what we say and can comment on it. We would be prepared to do this.

RB That would show a commitment to work through the problems.

KE It would be a joint committee doing presentations to both management and the employees.

You asked us about assigning shiploaders to the paper mill as being another department they are assigned to. The inclusion of assigning shiploaders to the paper as a department is not going to happen. We heard what you had to say about that and have changed our position. However, if a shiploader is attached to the pulp mill and there is a way for him to help in the paper mill this would not be precluded. We see this as not regularly assigning them to the paper mill. Flexibility should encompass people responding to needs as they arise.

ED If a shiploader is assigned to the pulp mill and there is a spill in the paper mill, if the shiploader is being under worked in the pulp mill we may see him in the paper mill?

KE Yes.

BW From JT's example of the pulper, he would insure that all avenues in the pulp mill for them to use their own people had been tried first?

KE We are not into assigning people to prove that we have the right to assign them.

RB We gave you a position on the roll grinder. Our offer makes sense even if you trained 10 millwrights and three machinists you would still end up with the same people doing it.

KE We don't feel any other qualifications other than the journeyman are necessary. We will consider.

BW Dealing with the shiploaders we feel “meaningful work” gets you what you need. The 1994 letter was limited flex, the 1998 letter is unlimited. Meaningful work covers what you need within the spirit of the agreement.

KE If we left the wording and somebody who is a shiploader is working in raw materials operating equipment and somebody wants a floater and the shiploader has the skills to do the job, could the shiploader do the job?

BW That is different from meaningful work. If the company’s interpretation or intention there is to do this, we would say yes. If you have people scheduled off then he would be covered. If we agree you can use them wherever you want them, the words “meaningful work” make no difference. When we do a whole bunch of word smithing we can cause problems.

KE I’m hearing you say meaningful work does not have the same restrictions as it did in the 1994 agreement?

BW That is what I’m saying.

KE Is your concern that it may go farther than the flex agreement?

BW I have the feeling they may be used to cover for two tours. Somebody calls in sick for a day, that is okay. It is meaningful work, we can’t agree to use them to fill in the vacancies over a long period of time.

KE If there is no ship in for two weeks and a shiploader tells Harry I’m here, it is okay to use the shiploader to cover. It won’t make sense to schedule time off for somebody using shiploaders to fill in when you don’t know if they will be there.

BW Shiploaders are going to be used for an in house spare board.

KE They will still be assigned to a department.

BW It is possible that assigned shiploaders don't have experience on equipment and may be moved to an area where they have experience.

LB There are cases where you want a third loader. The person assigned could be trained to do that. As for assigning them to a bulldozer the impracticality speaks for itself.

RB Do we go two weeks without a ship?

KE It can happen, especially now with fewer lumber ships.

LB It is the shiploaders choice to come to work in the mill. We would be hard pressed to get someone to cover a tour when the person is not required to be there.

BW You will ask whoever and ask them if they want to work the tours. They will either commit or not.

KE We could ask "are you available?" He may say no, or I'm available for part of it, or they may say they are available for all of it. The restrictions that were there under meaningful work are not longer there.

BW I would like to see something in writing saying it is not your intention to assign someone to other work just because you have the right to. You said it has to make sense. We need something that captures the spirit of the agreement.

RB I will quote Doug Daniels “we are not going to use the stick in the eye approach”.

KE I’ve heard what you have said. We also have concerns that must be addressed as well. We hope we don’t get into trouble by having people dig in their heels as well as those of everyone else around them. We need some comfort that if this happens, all of you across the table will say that this is not what we agreed to. If we have the comfort that you will explain the agreement we will try to work out something which will give you some comfort.

RB Temporary trades. How will flex money apply to them?

KE If the temporary tradesman has not taken the modules we would not pay them the flexibility premium. If we assess them and they have the skills whether they are temporary or permanent, we would pay them the bonus. Regardless, they would be paid the trades rate with the flexibility premium.

RB We want to get on with the modules as expediently as possible from the date of ratification. We would like to see the first module complete in six months and the second one in 12 months.

KE It is a little tight. We think the first one by May 1, 1999 and the second one by May 1, 2000.

RB If the training is not completed within the guidelines, then employees who have not taken the training will be paid flex money. Seniority should be the order in which people are trained. We are aware of the shift scheduling, vacations and other problems associated with this.

KE We need to discuss.

DU The agreement on flex is not intended to give multi- or dual trading. Will pipefitters have pipefitting as their core duty? I understand that on any day a pipefitter may be spending more than 50% of his time in another trade. If I’m not doing work as a

pipefitter and there is pipefitting work to do, that is not right. I know I won't be doing pipefitting all of the time.

RB We have to respect the core trades.

KE Our intention I don't think is going to be much different than what you think should happen. I want to be careful how I answer your question.

DU I have a problem with people doing something because they can. It has to make sense. If a millwright is doing my job and I am doing his then I will have a reaction.

KE We would like you to be in the room when we talk to the supervisors.

RD How does seniority play into moving people within flex?

KE Logic will tell you who is to go. Logic will frequently say it is the low person but that will not always be the case. Sometimes someone, because of availability or skills may be the person. If we were to say that seniority always goes first, that may not always be logical. The utility may be up to his ass in alligators while someone higher up may be available.

RD We talked about safety. If a bottom person doesn't have the knowledge and the senior person does, it would make sense to send the senior person. I'm afraid of the stick in the eye approach.

KE It should be based on the logical thing to do.

RC From the example you used where a paper mill winder crew went over to the pulp mill, you would try the raw materials crew and the yard crew before you would send paper mill people over?

KE We would take care and be sensitive about these assignments.

ED There has to be care, especially between the locals.

MN You talked about taking senior people when utilities could have done the job.

JT With a machine down, we do not assist by seniority.  
When I was in the bargaining unit I used to want to know how certain things worked, for example a piston pump. If it was limited to using the junior people, I wouldn't have had an opportunity to learn these things.

KE Your concern is having paper mill people being asked to help out in 298's area. You want care that logic is applied to these assignments?

ED There are times that this makes sense. Your example of having winder crew hose up in the pulp mill when junior people could have done doesn't seem to make sense.

KE We want to avoid the case where people say "don't take me, take the junior guy", even though it doesn't make sense.

We don't want you to think that paper mill people will be spending all their time in the pulp mill.

BL Let's not get hung up on low probability examples.

ED Winder crews have already shut their winders down to help hose up in the paper mill.

LB There could also be examples of where pulp mill crews would work in the paper mill. If someone has to spend hours on the



phone when someone else is readily available we would want to use the readily available person.

RC What about leaving jobs vacant? For example the control room operator, or the fourth hand on the winder?

JT If someone could leave for 15 minutes, I could see that happening. His priority is to keep that machine running with all the proper consistencies and trims. I have seen it happen but not on a routine basis.

RC Is flex module training going to prohibit people from moving up the progression line because of lack of skills?

KE No. We said if a person has problems we would have to go back and work with them. Our intention is to cover the material and see that people understand it.

BW When we talk about the first module, are we talking about encompassing both maintenance and operations?

KE The first one means everybody including operations. Our aim is that everyone will have finished one module by May 1, 1999.

RB We still require a response for item no. 16, 17, roll grinding, shiploaders, and a response on module training. We need some comfort on Dennis' question and Bill's point about "stick in your eye attitude". If we do this we are close to finishing the main agenda. If we finish then we should try to resolve the issues which caused the unions to take a strike vote.

KE On the Roll Grinder, we are okay with what you said, and we will need to produce the language.

On Shiploaders, we will leave meaningful work in the language on the basis that you have acknowledged that flexibility applies to shiploaders and the 1994 restrictions no longer apply. We are happy to leave the language based on that.

On module training, the first one to be completed May 1, 1999, the second one to be completed May 1, 2000. We will pay people the bonus after that time if they have not completed as long as the individuals involved were available for training. They will still have to complete the training as quickly as possible.

As for training by seniority, we will do the best we can bearing in mind the availability of the crews and of the way crews are set up. We have talked about the spread between the time the first group finishes and the last group and think it may be possible to limit the spread by the manner in which groups are put through the modules. We will try not to have a large disparity between the groups.

On Temporary Trades, the answer I gave you is the right answer. They will get the premium for existing skills. If in hiring it is determined they have what is in the first of second modules, we will pay for that knowledge. If we hire permanently, we will assess as well. We will not pay temporary tradesmen the module rates until our people have had the opportunity to complete the modules.

BW The full maintenance rate with both modules won't be paid to temporary workers until we get the opportunity for the rate?

KE Correct.

The “Stick in your eye” concern. You want comfort. We may be able to pursue a letter of understanding that we understand this agreement is full flexibility limited only by the flex agreement. The company will commit that it will not practice the “because we can” attitude when assigning work. This relates to the paper makers concerns. For both Bill and Dennis’ situation it would recognize that common sense is a principal we practice. We want the union to commit not to have unreasonable attempts by workers to hide behind safety and training issues when they are not real issues.

RB I think it is a good idea. It is similar to the one they had in the Powell River letter.

DU I hope you don’t want a person to give up his rights to refuse a job on the grounds of safety?

KE Absolutely not. We do not want people to do a job which is unsafe. We are only talking about people using safety and training as a ruse. We do not want to compromise the safety issue one bit. It would also be against the law. If the people really believe it is a safety issue there is a process to use. Just like you know we will have people who have to use common sense, there will be people who will want to put sand in the gears.

Dennis, the more comfort we give you regarding your job duties, the more restrictions we put on and we do not want to do that. It is logical to apply the skills a person has to the needs of a job requirement. Item No. 13 covers you when you are working outside the trades, but when you are working in the trades No. 13 does not apply. You may be working in the paper mill, maybe doing millwright work while someone in the steam plant is doing pipefitting work. That will happen. As someone on our committee has said, the probability is that you will be doing the majority of your work as a pipefitter. In terms of your basic skills, you are a pipefitter. Could you be assigned to work with millwrights while millwrights in other parts of the plant are doing pipefitting work? Yes, it can happen.

DU The way you explain it, it gives me comfort.

RB We have to respond to the proposal for a joint committee which will explain this agreement to management as well as hourly.

BW Yes. We will participate.

RC We will participate as well.

RB No. 16, 17, roll grinding, shiploaders, module training dates, pay and method, and temporary tradesman rate agreed to.

KE Presented letter of understanding for union to review.

RB Letter should say "Letter of Understanding regarding Flexibility" and should go in the back of the contract book.

KE Agree.

RB This concludes the main agenda.

BW We would like to review the minutes before the main agenda is completed.

## **1127 Bull Session Agreement**

**The following is a list of Bull Session items of a continuing nature which have been agreed to by the Company and the Union, and are currently in effect.**

### **1. UNSCHEDULED CLOTHING CHANGE**

Employees required to work overtime on an unscheduled clothing change shall receive one-half (1/2) hour at their overtime rate and a meal ticket.

### **2. PAPER MILL LINE OF PROGRESSION**

The position of Paper Mill Relief will be the entry position into the paper machine line of progression.

One (1) Spare Utility on each shift will be replaceable

### **3. WORKING BEYOND SHIFT**

Employees requested to work beyond their scheduled shift, with less than thirty (30) minutes notice prior to the end of the shift and for the purpose of replacing machine clothing, will receive two (2) hours straight time pay at card rate, plus hours worked.

### **4. ADDITIVES DEPARTMENT**

The Company agrees to pay 100% of the cost of Safety boots to a maximum of two (2) pairs per contract year for Additives personnel.

## 5. RETIREMENT BENEFITS

The Company will provide MSP and basic EHB including vision care (exclusive of travel and extended care benefits) for eligible retired employees and their spouses. Eligibility will be based upon the following years of service at retirement:

	Age	Years of Service		Age	Years of Service	
	65	10		59	16	
	64	11		58	17	
	63	12		57	18	
	62	13		56	19	
	61	14		55	20	
	60	15				

When applying for Medical benefits, the retired employee must also apply for premium assistance, if applicable.

The maximum monthly premium payable by the company for these benefits will be one hundred and sixty six dollars (\$166.00). In the event that the medical premiums are changed in the future by including them in a payroll assessment, or any other method which results in a reduction of premium costs for retirees, the parties agree that the maximum should be reduced appropriately at that time.”

## 6. PERSONNEL FACILITIES

The Company will maintain and/or upgrade as required to ensure acceptable standards, those facilities installed for the employees' personal use (i.e. washrooms, lunchrooms, locker rooms, appliances, vending machines, car wash, etc.). The application of this practice on existing facilities or proposals for additional facilities will be the responsibility of the appropriate department. If an unacceptable response is received, the employee must report his/her complaint to the department head in writing, who then has seven (7) days in which to respond.

## **7. SAFETY FOOTWEAR**

It is mandatory for all employees to wear safety footwear. Employees will receive one (1) pair of safety boots per contract year at no cost to the employee.

Safety boot vouchers will be valid for a period of thirteen (13) months. This will allow employees the option to combine two vouchers to purchase a higher priced pair of boots during a one (1) month window every two years.

## **8. SMOKING CESSATION PROGRAMS**

- a) The company will subsidize certain smoking cessation programs, which include the patch, hypnosis, acupuncture, and the 7th Day Adventist Counseling Program.
- b) The maximum allowable subsidy is two hundred dollars (\$200.00) per person, which may be applied to one, or a combination, of the recognized programs.

- c) This benefit is available to all Eurocan employees and their dependents living at the same residence.
- d) To receive the subsidy, the employee will be required to submit proper receipts.

## **9. LIGHT DUTY WORK**

An employee may return to light duty work which is meaningful and productive with the written permission of his doctor and without endangering the future of Workmen's Compensation benefits or any other benefits.

Prior to the commencement of light duty, the employee will meet with the supervisor and safety captain to discuss the conditions, and will be assessed within two weeks of commencing light duty work to determine suitability to continue on the program.

The foregoing is to apply to both on-the-job or off-the-job disabilities.

## **10. MEAL TICKETS**

- a) The Company agrees that the value of the overtime meal ticket will be seventy-five percent (75%) of base rate, and the Union agrees that meal tickets will be issued instead of and will replace meals, except as provided in **Section (b)**.
- b) In lieu of a meal ticket, employees will have the option of receiving an overtime meal during scheduled maintenance major shutdowns, as per present practice.
- c) Meal tickets will not be redeemable in cash, and the Company will endeavor to ensure that meal tickets are honoured at more than one location.



## **11. MATERNITY AND PATERNITY LEAVE**

The Company agrees, upon request, to provide two (2) calendar months leave of absence without pay to female employees with more than one year's seniority. Such leave of absence shall be in addition to that period of time indicated in the Employment Standards Act. Employees utilizing this maternity leave of absence will maintain job and department seniority only. Such time will not be used in the calculation for floating holidays or statutory holidays, however, such time will be included for the purpose of determining continuing employment.

The Company agrees, upon request, to provide two (2) calendar months paternity leave of absence without pay to male employees with more than one year's seniority following the birth of their child. Such leave must be used within the 52 week period after the child's birth, and will not exceed the Parental Leave provisions in the Employment Standards Act, and will be subject to the notice and evidence requirements outlined in this Act. An employee utilizing this leave will continue to accumulate seniority, but this time will not be used to determine floating or statutory holidays.

## **12. SAFETY FRAMES - GLASSES**

The Company has agreed to provide for the replacement of glasses damaged as a result of his or her occupation, subject to the conditions outlined in Supplement #1.

### **13. EXTENDED HEALTH BENEFIT PLAN**

The Company has agreed to implement the Pacific Blue Cross Travel and Accommodation plan as an Extended Health Benefit with the cost to be borne by the Company. (See Supplement #2)

### **14. PERSONAL FLOATING HOLIDAY DEFERMENT**

The Company and the Unions, hereby agree to the implementation of the following program relative to Article XVIII - Special (Personal) Floating Holidays of the Labour Agreement. (See Supplement #3)

### **15. STATUTORY HOLIDAYS**

- a) When a Statutory Holiday falls on an employee's day off, the employee will be given the opportunity to take a day off without pay within the following twelve (12) months. If the employee elects to do this, he/she will have the option of deferring the statutory holiday pay and taking this pay with his/her deferred day off.

It is understood that a deferred statutory holiday day does not count toward the workweek for the purpose of overtime calculation.

A request must be made prior to the Statutory Holiday.

- b) When an hourly employee takes paid time off for having worked during a statutory holiday as listed in Article XVII, Section 1 of the Labour Agreement, for the purpose of calculating the forty (40) hours work week, such paid time off will be used for the calculation of overtime payment.

- c) As clarification of ARTICLE XVII--Statutory Holidays, Section 5 and Paragraph 1 of the Labour Agreement, the Company will determine the employee's straight time Statutory Holiday rate to be the higher of the job rate paid on the last scheduled work day before or the first scheduled work day after the Statutory Holiday

## **16. RATE OF PAY DURING SHUTDOWNS**

In the event of an extended mill shutdown or departmental shutdown, job rates will continue to be paid for a period of seventeen (17) days, after which employees may elect to voluntarily accept what work is made available at the applicable rate of pay for the work to be performed, or accept the lay off.

It is clearly understood that this commitment does not affect the company's right to lay-off employees during a shutdown. If employees are retained during a shutdown, their job rate will be maintained for the length of the shutdown up to seventeen (17) days.

The Company will notify the Union Standing Committee in advance of a planned shutdown for the purpose of providing the Union with details of the shutdown. If the shutdown is unplanned, details of the shutdown will be discussed with the Union Standing Committee as soon as possible.

## **17. 42 HOUR SPECIAL LEAVE**

The Company has agreed to the establishment of the 42 Hour Special Leave for four workers only. (See Supplement #4)

## **18. DESTROYED CLOTHES**

When an employee experiences the loss of his clothing due to damage by mill equipment or chemicals, they may be eligible for replacement when:

- a) Loss is incurred due to no fault of his own and is not considered to be a natural hazard of the job.
  
- b) An employee is acting in haste because of an emergency situation and time does not permit the acquisition of protective clothing.
  
- c) Loss is due to fire fighting.
  
- d) Employees will not be eligible for replacement in the following situations:
  - (I) When protective clothing is supplied and recommended for a specific job.
  
  - (II) When normal wear has occurred while carrying out regular duties.
  
  - (III) When damage is due to carelessness, lack of attention or natural hazards inherent in the job.

Application is to be made on the Tool and Clothing Replacement Form. A maximum of details is to be supplied and the completed form will be submitted to the Supervisor within seven days of such loss where practical. The Department Head concerned will adjudicate all claims.

## **19. CANADA SAVINGS BONDS**

Payroll deduction facilities will be provided to employees wishing to purchase Canada Savings Bonds. Where possible, the Company agrees to provide for two (2) deductions per month.

## **20. RETIREES VACATION CARRY OVER**

Retiring employees, at their option, may carry over their second to last year of earned vacation into their retiring year, which will be taken prior to retirement.

## **21. EMPLOYEE TRANSPORTATION**

While it is the responsibility of each employee to arrange his own transportation, where an employee misses his ride by reason of his working overtime, the Company will provide transportation between the mill site and his home.

In cases where the driver in a car pool is held over on overtime, his passengers will be expected to try to make other arrangements. In the event that alternative arrangements cannot be made, the Company will arrange transportation to the employee's home. This provision is restricted to the confines of the District Municipality of Kitimat and the Kitamaat Village.

## **22. LIST OF HIRES AND TERMINATIONS**

A list of new hires, terminations and transfers from one local to another will be furnished to the Union office once per month.

## **23. VOLUNTARY LIFE INSURANCE & VOLUNTARY A. D. & D. COVERAGE**

The Company is prepared to administer, through payroll deduction, a Voluntary Group Life & A.D. & D. Insurance programme on behalf of the Company's hourly employees who are members of CEP Locals 298 and 1127.

The total premium for the Voluntary Group Life & A.D. & D. Insurance will be paid by the employee and will be subject to the limitations of the carrier(s).

The Company will make available for employees, a copy of the brochure outlining coverage.

**Optional Voluntary Group Life Insurance** is available in units of Ten Thousand Dollars (\$10,000) to a maximum of Two Hundred and Fifty Thousand Dollars (\$250,000) for both the employee and/or spouse.

**Optional Voluntary Group A.D. & D. Insurance** is available in units of Ten Thousand Dollars (\$10,000) to a maximum of Two Hundred and Fifty Thousand Dollars (\$250,000) for employees. A family plan is also available.

## **24. WORKING BEYOND SHIFT**

- a) **Day Workers** -- Call time will be paid in accordance with the Collective Agreement if any non-tour worker is requested to work beyond his scheduled shift with less than thirty (30) minutes notice prior to the shift's end.
- b) **Tour Workers** -- A tour worker who has been relieved by his mate, and is requested to return to work, will receive call time.

## 25.1 JOB TRANSFERS

The following "Job Opportunities" will be posted on all official mill bulletin boards for a minimum of fourteen (14) days prior to the filling of any vacancy

### **Paper Mill**

Additives Person  
Paper Mill Relief  
Production Helper  
Day Shift Clean-Up

### **Pulp Mill/Steam Plant**

Shift Utility

### **Stores**

Relief Counterperson  
Shipper/Receiver\*

### **First Aid**

First Aid Attendant

### **Janitorial**

Janitor

### **Traffic**

Bull Gang Labourer  
Raw Materials Utility  
General Equipment Operator  
Lift Truck Operator  
Power Lift Operator/First Aid Attendant\*  
Shiploader/Labourer  
Gear Locker

### **Maintenance**

Apprenticeships  
Lubrication/Millwright

### **Technical**

Process Tester  
Sample Clerk

**\*Posted as required.**

- a) Job Opportunities shall note any limitations or requirements applying to the job.
- b) The senior qualified employees, subject to the limitations referred to in (a), will be selected for posted vacancies.
- c) An employee who is selected to fill a posted job vacancy will serve a thirty (30) day probationary period in their new department. During this thirty day probationary period, the employee will retain their seniority in, and the right to return to, their former department and job. If the

employee elects to return to their former department and job prior to the completion of their probationary period, then the employee will not have the privilege of bidding again until six (6) months have elapsed, except in cases of apprenticeship postings.

An employee who is returned to their former department and job by decision of management will not be restricted from applying for jobs.

- d) An employee who is selected to fill a posted job vacancy, and has completed the thirty (30) day probationary period, shall not have the privilege of bidding again until twelve (12) months have elapsed, except in cases of apprenticeship postings.
- e) All applicants for job postings shall receive a signed copy of their application with the job posting number on the application.

## **25.2 TEMPORARY JOB TRANSFERS**

- a) A temporary job posting will be issued when a vacancy is known to exist for six (6) months.
- b) The selection procedure for temporary job transfers will be identical to the selection procedure for permanent job transfers as outlined in Article 20.1 above, except that 20.1(c) and 20.1(d) will not apply.
- c) The Company will not post jobs, which are expected to last for less than three (3) months in duration. Temporary jobs expected to be between three (3) and six (6) months in duration will be posted but seniority may not be the deciding factor in awarding the job.
- d) An employee selected to fill a temporary posting will not have the option of returning to his/her original position until the posting is closed.



- e) The Company will not give a junior employee preference over a senior employee on the basis that the junior employee has acquired experience through a temporary posting or by providing relief.
- f) Upon completion of a temporary posting, the employee will return to their original department and will be placed in the entry level job. For purposes of departmental reductions, an employee will maintain departmental seniority in their original department while occupying a temporary vacancy.
- g) Employees may apply for permanent job transfers while occupying a temporary vacancy.
- h) All applicants for temporary job postings shall receive a signed copy of their application with the temporary job posting number on the application.
- i) Where multiple temporary postings for one position occur and a permanent employee returns, the temporary employee who filled the vacancy the longest will have the option of returning to their original position or remain in the temporary position.

## **26. WEEKLY INDEMNITY TAX DEDUCTION**

The Company agrees to make available the option of having tax deducted at source from Weekly Indemnity and LTD payments.

## **27. TERMINATION AND AMENDING PROCEDURE**

This Agreement shall be in effect from midnight April 30, 2003 to midnight April 30, 2008, and thereafter from year to year

subject to the conditions set out in ARTICLES XXXIII, Sections 2 to 5 of the Labour Agreement.

**IN WITNESS WHEREOF**, the undersigned have hereunto set our signatures this **7th day of October, 2003**.

**EUROCAN PULP & PAPER CO.**  
**Kitimat. B.C.**  
by:

**Rick Maksymetz      O. Kent Elliott      Doug Petersen**

**COMMUNICATIONS, ENERGY AND  
PAPERWORKERS UNION OF CANADA  
Local 1127**  
by:

**Rick Campbell      Richard Lawrence**

- **SUPPLEMENT #1 -- REPLACEMENT OF GLASSES**

1. Eyeglasses will be replaced by the Company when they become unserviceable as a result of incidents which are accidental in nature and related to employees given duties.
2. Eyeglasses will be replaced by the Company when they become unserviceable due to conditions inherent in the employee's occupation which cannot be overcome, e.g. pitting, corrosive deterioration.
3. The Company will provide safety frames for prescription lenses to those employees eligible for glass replacement under Section 2 above. Employees will have the option of choosing replacement frames from the same selection as offered by the Company's mandatory eyewear policy.
4. Claims for the replacement of glasses which are clearly the result of an occupational accident or injury will be referred to the Workmen's Compensation Board.
5. Not more than one pair of safety frames and prescription lenses will be provided each year for those who qualify under section 2 of Supplement #1.

- **SUPPLEMENT #2 -- EXTENDED HEALTH BENEFITS**

It is hereby agreed that said Extended Health Benefits Contract as constituted on the effective date hereof be and the same hereby is amended for group E002704 as follows:

Effective May 1, 1998, provision for the following supplementary benefits has been made with Pacific Blue Cross for member employees and their registered dependents of Eurocan Pulp and Paper Co., resident in the Province of British Columbia.

- 1. Travel**

Where, in the opinion of the attending physician, surgeon, dentist or oral surgeon treating a member employee and/or his dependents, adequate treatment is not available locally, transportation by scheduled air, rail or bus will be provided to and from the nearest locale equipped to provide the required and recommended treatment by a physician and surgeon or oral surgeon, within two months of referral. Said transportation will not be provided to points beyond Vancouver, (or Victoria if medical services are not available in Vancouver). The cost of bus service to and from Kitimat and the Terrace Airport will be provided. Ground transportation costs in Vancouver (or Victoria) shall be limited to a maximum of \$30.00 for each trip to Vancouver (or Victoria) and must be supported by receipts.”

The Company will review the circumstances when employees or their dependents are required to use private vehicle transportation for medical referral or treatment. Reimbursement for such transportation will be equivalent to the value of return bus fare only. Accommodation and meals will not be provided while enroute.

## 2. Dependants

Dependants are defined as:

- a) Spouse of employee, and,
- b) Any child, stepchild, legally adopted child, or legal ward of the employee (including a child in respect of whom an adult stands in place of a parent) who is supported by the employee and who:
  - i) Is not married, and
  - ii) Is under the age of twenty-one (21) years or is in full time attendance at a school or university, who is ordinarily resident in British Columbia.

## 3. Accommodation

The accommodation allowance will be based on double occupancy (e.g., parent and child) to a maximum of eighty dollars (\$80.00) per day, effective May 1, 1998.

Where double occupancy is inappropriate, accommodation will be provided to a maximum of **one hundred sixty dollars (\$160.00)** per day effective May 1, 1998, based on single occupancy for both the attendant and the patient.

Reimbursement for the above amounts will be provided for commercial facilities and facilities such as Easter Seal House.

## 4. Attendants

Where necessary, and at the request of the attending physician, surgeon, dentist or oral surgeon, an attendant is required to accompany the patient, transportation for the attendant in connection with the aforementioned transportation of the employee or his registered dependents.

In the event the patient remains at the treatment centre and the attendant returns to Kitimat, provision is made to provide travel and accommodation assistance. In order that the attendant, if required, may accompany the patient's return to Kitimat, accommodation for return trip would be limited to one day only.

Nothing herein contained shall be held to alter, vary or affect any of the terms, provisions or conditions of said Contract other than as above stated.

- **SUPPLEMENT #3 -- PERSONAL FLOATING HOLIDAY DEFERMENT**

1. Between May 1st and December 31st of any contract year all employees who become eligible for their fifth (personal) floating holiday and who have not utilized their previous four floating holidays for that contract year, may elect to defer the use of their floater entitlement for a period not to exceed December 15th of the following contract year.
2. When utilizing a deferred floater, the employee will be paid eight (8) hours at the straight time rate for the job classification as of April 30th for the previous contract year. All deferred floaters must be utilized before the scheduling of any subsequent floater entitlement.
3. During prime vacation periods (July and August), deferred floaters may be utilized in conjunction with regular vacation entitlement dependent upon the departmental vacation list. In the event of a conflict between deferred floaters and annual vacations, then the annual vacation will take priority and the deferred floaters will be cancelled and subsequently rescheduled in accordance with item 1 above.
4. Scheduled deferred floaters which are cancelled due to conflicts with the annual vacation listing will be worked by the employee at no penalty to the Company.

- **SUPPLEMENT #4 -- 42 HOUR SPECIAL LEAVE-TOUR WORKERS**

This plan will provide the opportunity for a Tour Worker, to optionally participate in a 42 hour special leave as outlined below. This plan provides for an average forty hour week, and is subject to review pending changes in the "HOURS OF WORK" section outlined in the Labour Agreement.

1. Tour workers who elect to participate will be granted one (1) week of special leave during the period August 1, 2003 to January 31, 2004 and during the subsequent six (6) month periods in accordance with continued participation with the plan. Employees will be required to schedule time off in advance, and to ensure that time off is taken before the end of the period. If the employee does not schedule and take time during the period in which he is entitled, he will forfeit his entitlement for that period.

<u>Qualifying Period</u>	<u>Time Off Period</u>
Aug. 2003 – Jan. 2004	Mar. 2004 – Feb. 2005
Feb. 2004 – Jul. 2004	Sept. 2004 – Feb. 2005
Aug. 2004 – Jan. 2005	Mar. 2005 – Feb. 2006
Feb. 2005 – Jul. 2005	Sept. 2005 – Feb. 2006
Aug. 2005 – Jan. 2006	Mar. 2006 – Feb. 2007
Feb. 2006 – Jul. 2006	Sept. 2006 – Feb. 2007
Aug. 2006 – Jan. 2007	Mar. 2007 – Feb. 2008
Feb. 2007 – Jul. 2007	Sept. 2007 – Feb. 2008
Aug. 2007 – Jan. 2008	Mar. 2008 – Feb. 2009
Feb. 2008 – July 2008	Sept. 2008 – Feb. 2009

2. The 42 hour special leave will not be taken during prime vacation time unless operating conditions and annual vacation schedules permit.
3. Annual and supplemental vacations, floaters and banked time off will take precedence over the 42 hour special leave.



4. A participating member must give the department a minimum of two (2) weeks advance notice for the special leave.
5. The department will give the employee one week's notice if his special leave can be fitted into the holiday schedule. Such leave cannot be cancelled after one week's notice has been given to the employee. However, if the one week's notice has been given and the 42 hour special leave has to be cancelled, then the same provisions would be applicable as in the case of cancelled days of vacation.
6. Participation in the 42 hour special leave will be optional. Employees may enter or leave the plan only during the period of two (2) weeks before the six (6) month anniversary of the plan. The only exceptions will then be based upon mutually agreed conditions.
7. An employee who decides to discontinue participation in the plan should advise the Company and the Union. The employee would then forfeit qualification to the special leave for the next entitlement period, and must wait until the next qualifying period to re-apply.
8. Employees may have the option of taking 42 hour special leave days in units of less than a week. Leave in units of less than a week will only be granted within seven days of the requested time off. Overtime will be a factor in granting of 42 hour special leave requests.

For the implementation of the above Policy, it is necessary for the Company to have the cooperation of both local Unions with regards to the use of Casual Labour for the purpose of training and relief purposes.

**JOINT UNION -- MANAGEMENT POLICY**  
**on**  
**SEXUAL AND WORKPLACE HARASSMENT**

The Company and the Union recognize the right of all employees to work in an environment free from sexual or workplace harassment and to be treated with respect in the workplace. It is the intention of the Company and the Union to provide a workplace environment that is productive and promotes both the dignity and self-esteem of all employees.

Sexual Harassment means any unwelcome behavior of a sexual nature that causes offense or humiliation to any person or that might be perceived by that person as placing a condition of a sexual nature on any employment relationship.

Workplace Harassment means any unwelcome behavior which creates an intimidating, threatening, or hostile work environment such that a person's performance is impaired, the employment relationship is adversely affected or the person's dignity or respect is denied.

**W. Whitty**

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**President, CEP Local 298**

**M. Wilson**

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**President, CEP Local 1127**

**Daniel T. Potts**

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**President, Eurocan Pulp & Paper Co.**

**MEMORANDUM of AGREEMENT**

**between**

**EUROCAN PULP & PAPER CO.**

**and**

**LOCALS 298 & 1127**

**of the**

**COMMUNICATION, ENERGY AND PAPERWORKERS  
UNION OF CANADA**

**In order to implement a compressed work week schedule, the parties hereby agree to the following terms and conditions:**

- 1.** The implementation of the compressed work week will be on the conditions that there will be no extra cost to the Company and that the efficiency of any department or departments will not decrease.
- 2.** It is understood by both parties that problems may arise; should this occur the twelve hour shift committee will meet to discuss the problem and to reach a satisfactory solution.
- 3.** Overtime will not be paid if incurred as a result of initial implementation or final discontinuance of the twelve (12) hour shift schedule. Employees entering the twelve (12) hour shift schedule on a temporary relief basis from an eight (8) hour per day, forty (40) hour per week schedule, will be paid overtime at the rate of time and one half for hours worked in excess of forty for the first week upon entering the schedule and for the last week upon leaving the schedule; providing proper notice has not been given and the change occurs after the start of the work week. Any employee entering the twelve (12) hour shift schedule without being given due notice as per the Labour Agreement will be paid

the overtime premium for the 9th to 12th hour of the first twelve (12) hour shift.

4. Employees will give as much notice as they possibly can on requests for leave, so that they can be replaced at straight time. Otherwise the necessity to work employees on their days off will effectively negate the benefits gained from the additional days free from work in the compressed work week.
5. In order to maintain the forty-two (42) hour work schedule currently in effect, overtime at the rate of time and one half will be paid for work in excess of forty-four (44) hours per week.
6. Tour workers who work in excess of twelve (12) consecutive hours on a regularly scheduled shift, or in excess of eight (8) consecutive hours on a scheduled day off shall have the option of receiving the overtime premium on the basis of Article V1 of the Labour Agreement or of receiving straight time for hours in excess of twelve (12) or eight (8) consecutive hours respectively, and taking equivalent time off, etc. Tour workers will not be expected to work more than 16 hours.
7. When the Company changes an employee's shift schedule after the start of the week without notification being given during the first twelve (12) hours of his last shift preceding the new shift, the employee shall receive two (2) hours penalty payment at the straight time day rate for the first shift worked resulting from the change.
8. An employee who has been employed for less than one year and does not qualify under (B) of Article XV Vacations of the Labour Agreement, will receive a vacation of two hours for each full week of actual work performed during the preceding vacation period provided no vacation less than one day will be granted.
9. Employees will be allowed to take vacations on a tour basis. For purposes of the twelve (12) hour shift schedule a tour will be the number of consecutive working days without a scheduled day off.

10. For the purposes of the twelve (12) hour shift schedule, entitlement to Supplementary Holidays will be calculated on the basis of the number of days for which the employee has qualified, multiplied by eight (8) hours, subject to all other conditions of Article XVI of the Labour Agreement.
11. **When taking Special (Personal) Floating Holidays, Banked Overtime and Deferred Statutory Holidays, the following rules will apply.**
- a) Employees will be permitted to group banked overtime and deferred statutory holidays to facilitate taking time off in twelve (12) hour units.
  - b) At the end of the contract year, hours not taken or hours less than twelve (12) will be paid to the employee, (in case of banked overtime the deferred half time will be paid), except that an employee who has eight (8) or more but less than twelve (12) hours remaining will have the option of taking a twelve (12) hour shift off and be paid the number of hours remaining.
  - c) Time off hours will be taken out of the "overtime bank" in the same order as they went in (i.e. first in, first out).
  - d) Employees may take four (4) hours from grouped hours if so desired to supplement statutory holiday pay, if they would normally have worked a twelve (12) hour shift on that day.
  - e) With the above exceptions and those elsewhere in this Memorandum of Agreement, all other conditions of the Labour Agreement will apply to matters covered in this item #14.
12. When death occurs to a member of a regular fulltime employee's immediate family, the employee will be granted an appropriate leave of absence and shall be compensated at his regular straight time hourly rate for hours lost from his regular schedule for a maximum of twenty-four (24) hours.

13. Any regular full-time employee who is required to report for jury selection, perform jury duty, or who is subpoenaed to serve as a witness in a court action or Coroner's inquest, save and except actions involving the Company or Trade Unions, unless subpoenaed by the Crown, on a day he would normally have worked, will be reimbursed by the Company for the difference between the pay received for such duty and his regular straight time hourly rate of pay for his regularly scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of twelve (12) hours per day or forty (40) hours per week, less pay received for such duty. The employees will be required to furnish proof of performing such service and such duty pay received.
14. When an employee is injured on the job and, on the advice of a doctor, does not return to work, he will receive pay for the full shift on which he was injured to a maximum of twelve (12) hours at his regular rate of pay.
15. When a Statutory Holiday falls on an employee's regular day off, he may if he elects to, take an alternate day off within the next twelve (12) months.
16. When an hourly employee takes paid time off for having worked during a Statutory Holiday as listed in Article XVII, Section 1, of the Labour Agreement, for the purpose of calculating the forty (40) hour work week, such paid time off will be used for the calculation of overtime payment.
17. The twelve (12) hour shift times of 7:00 a.m. to 7:00 p.m. and 7:00 p.m. to 7:00 a.m. will define a DAY as a period of twenty-four (24) hours beginning at 7:00 a.m. and a WEEK as a period of seven (7) calendar days beginning at 7:00 a.m. Sunday.
18. Weekly Indemnity benefits will continue to be calculated on the basis of seven (7) days and that loss of income has occurred.

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This **AGREEMENT** made this **7th day of October, 2003.**

**EUROCAN PULP & PAPER CO.**

**Kitimat. B.C.**

**by:**

**Rick Maksymetz**

**O. Kent Elliott**

**Doug Petersen**

**COMMUNICATIONS, ENERGY AND  
PAPERWORKERS' UNION OF CANADA**

**Local 1127**

**by:**

**Rick Campbell**

**Richard Lawrence**



**LETTER OF UNDERSTANDING**  
**Local 1127 Grievance Handling**

The parties reiterate their agreement with the principle outlined in the Preamble of Article XXXI - Adjustment of Complaints which provides for “an opportunity for discussion and timely resolution, prior to an issue becoming a grievance.

The parties agree with the concept of joint union/management fact finding. Where a grievance has not been resolved at the supervisory level, joint union/management fact finding may be appropriate.

To assist with the timely resolution of grievances, the company agrees, on a trial basis for the term of this agreement to make reasonable time available for joint fact finding. The union will be represented by a shop steward or other employee designated by the union. It is understood that overtime will not be incurred and that the time will be arranged when mutually convenient between the company representative and the union representative. The union agrees to use only that time that is necessary. The purpose of this process is to jointly investigate the facts of a grievance with the goal of agreeing on the facts so as to assist the parties at steps two and three in the resolution of the grievance.

The parties agree to make every effort to resolve grievances at the earliest step.

Communications, Energy & Paperworkers'  
Union of Canada  
Local 1127  
623 Enterprise Avenue  
Kitimat, B.C.  
V8C 2E5

Attention: Mr. Rick Campbell, President

Dear Rick

**RE: Letter of Understanding  
Working with Trades**

The Company agrees for the term of the 2003 – 2008 agreement it will recommend to the trades accreditation authority that time worked with trades persons by production workers be credited towards an apprenticeship. This recommendation would not exceed two years towards any apprenticeship.

It will be the employee's responsibility to maintain a current record in the form of a logbook. The Company will develop this logbook and the maintenance supervisor in charge of the assigned task must approve all entries. The recorded hours must be trade specific and recommendations will only be made for hours worked in that specific trade.

This letter does not supercede or alter the existing apprenticeship selection procedure.

Yours very truly,

O. Kent Elliott  
Director, Human Resources

March 6, 2003

Communications, Energy & Paperworkers'  
Union of Canada  
Local 1127  
623 Enterprise Avenue  
Kitimat, B.C.  
V8C 2E5

**Attention: Mr. Rick Campbell, President**

Dear Rick:

**Re: Extended Health Benefit Plan – Medical Travel**

In cases of emergency or financial hardship, the Company will make arrangements to pay the costs for authorized required medical travel and accommodation up front to the limits outlined in Supplement #2 of the Bull Session Agreement. Regular claim documentation and receipts will be required.

Yours truly,

EUROCAN PULP & PAPER CO.

O. Kent Elliott  
Director, Human Resources

