

**2017-2021  
MACKENZIE PULP MILL  
CORPORATION  
LABOUR AGREEMENT**

**IN THE PROVINCE OF  
BRITISH COLUMBIA**

**Between**

**MACKENZIE PULP MILL  
CORPORATION**



**MACKENZIE**  
PULP MILL CORPORATION  

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A PAPER EXCELLENCE COMPANY

**And**

**UNIFOR  
LOCAL 1092**



**unifor**

**2017 – 2021**

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# **MACKENZIE PULP LABOUR AGREEMENT 2013-2017**

## **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: Flexible Work Practices**

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

#### **Section 4: 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 5: Successorship**

In the event of a change in employer status, members of Local 1092 will retain all of their rights under the Collective Agreement.

#### **Section 6: 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:

- (a) Every person has the right of equality of opportunity based upon bona fide qualifications in respect of their occupation or employment, or in respect of an intended occupation, employment, advancement, or promotion; and, without limiting the generality of the foregoing,
  - (i) 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
  - (ii) No employment agency shall refuse to refer any person for employment, unless reasonable cause exists for such refusal or discrimination.

- (b) For the purposes of subsection (a),
- (i) 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
  - (ii) A provision respecting Canadian citizenship in any Act constitutes reasonable cause; (1974, Bill 178, s.6),
  - (iii) The sex of any person shall not constitute reasonable cause unless it relates to the maintenance of public decency,
  - (iv) 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
- (c) No provision of this section relating to age shall prohibit the operation of any term of a bona fide retirement, superannuation, or pension plan, or the terms or conditions of any bona fide group or employee insurance plan, or of any bona fide scheme based upon seniority.

## ARTICLE II - DEFINITIONS

Wherever used in this Agreement, including Exhibits:

- (a) The word EMPLOYEES means all persons on the payroll of the Company, excepting: those engaged in administration, in actual supervision, in sales, engineering, technical and research, accounting, or watchmen's functions 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. However, it being understood that if a Tour Worker is temporarily assigned to work not connected with the continuous operation on which they are usually employed, their 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.

- (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 workweek begins.
- (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 Unifor, Local 1092 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/her Supervisor within three (3) days of starting work.

## **Section 2: Union Shop**

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

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

Any employee who fails to maintain their 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 their membership in good standing.

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

No employee shall be subject to any penalties against their application for membership or reinstatement, except as may be provided for in the Constitution and bylaws of the National Union and the Union. A copy of such Constitution and bylaws, 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. The Company shall remit to the union not less than once each calendar month, amounts deducted from employee's wages in respect of initiation fees and regular monthly dues.

## **ARTICLE V - STANDING COMMITTEE**

A Standing Committee shall be maintained in the mill in the following manner:

- (a) The Mill Manager shall appoint a Company Standing Committee of three (3) individuals, which shall represent the Company.
- (b) 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:

#### ***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.

***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 Tour Workers and their mates to exchange shifts with the approval of their Supervisor and when this can be accomplished without additional cost or penalty to the Company.

- (c) For work in excess of forty (40) hours average per week. By average is meant the number of weeks mutually agreed upon in advance as the correct schedule.
- (d) For work performed on an employee's designated day off as provided for in Section 3 herein.
- (e) The Company agrees that employees may carry over Sunday Letter and statutory holiday time earned when sufficient straight time hours are unavailable that week. The hours may be carried over after the week in which they are earned, provided a regular work schedule is being followed.

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

***Banking of Overtime***

- (a) 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 reelect to receive the deferred one-half premium pay.

- (b) 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 reelect to receive the deferred one-half premium pay.
- (c) 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 canceling 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.
  
- (b) 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.
  
- (c) 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.
  
- (d) 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.

- (e) 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.
- (f) 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.
- (g) 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 their 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.
- (h) 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 the previously established shift schedule.
- (i) When an employee's established shift schedule is changed, the Company will, whenever practicable, notify the employee personally of the change.
- (j) Where an employee is temporarily off work because of a shutdown of the 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 the 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.

- (k) The Company will cooperate with any Day Worker called in after twelve (12) midnight to ensure that this work does not preclude him/her working his/her regular eight (8) hour shift the following day. This may be accomplished by altering the hours of work to the mutual satisfaction of the employee and his/her supervisor. No penalty shall apply to the Company as a result of such an arrangement.

#### **Section 4: Starting and Stopping Work**

##### ***Tour Workers***

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

- (b) If a Tour Worker does not report for their regular shift, their mate shall notify the Supervisor. They shall remain at their post until a substitute is secured and if necessary shall work an extra four (4) hours. If work in excess of twelve (12) hours is required by refusal of a mate to report 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 their regular shift, unless they have already arranged with their Supervisor for a leave of absence. If unavoidably prevented from reporting, they must give notice to their Supervisor or at the office, if reasonably possible, at least four (4) hours before their tour goes on duty.

### ***Day Workers***

- (a) 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., they shall be at their post ready to work at 8:00 a.m. and 1:00 p.m. and shall not quit work until 12:00 noon and 5:00 p.m.

## **Section 5: Meals**

### ***Tour Workers***

A hot meal, if not declined, shall be furnished at the usual mealtime by and at the expense of the Company to any Tour Worker required to work more than nine (9) consecutive hours. If they continue to work, a meal, which shall be hot if practicable, shall be provided every four (4) hours

thereafter. When an employee has to work one extra shift, arrangements shall be made by the Company to provide one meal at the start of the shift and another meal or lunch four (4) hours later. The meal shall be eaten on Company time.

### ***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 hot meal at the usual meal time by and at the expense of the Company. If the Day Worker continues to work, a meal, which shall be hot if practicable, shall be provided every four (4) hours thereafter.

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

### ***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 meals, hot if practicable, at the usual meal hours or as close to that time as can conveniently be arranged.

## **ARTICLE VII - WAGES**

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

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



A General Wage adjustment as follows:  
Effective May 1, 2017 provide a general wage increase of 2%.

Effective May 1, 2018 provide a general wage increase of 2%.

Effective May 1, 2019 provide a general wage increase of 2%.

Effective May 1, 2020 provide a general wage increase of 2%.

***Trades Adjustment***

\$1.00 per hour, effective May 1, 2017

\$0.50 per hour, effective May 1, 2020

**Section 2: Shift Differential**

***Tour Workers***

- (a) 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:

	Percent (%) of base rate
8:00 am to 8:00 pm	2.50%
8:00 pm to 8:00 am	4.25%

- (b) 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:

	Percent (%) of base rate
8:00 am to 4:00 pm	2.00%
4:00 pm to 12:00 am	3.55%
12:00 am to 8:00 am	4.50%

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

	Percent (%) of base rate
4:00 pm to 12:00 am	2.25%
12:00 am to 8:00 pm	3.25%

### **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:

	Percent (%) of base rate
4:00 pm to 12:00 am	2.25%
12:00 am to 8:00 pm	3.25%

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

(1) All Employees

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

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

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

In any case where an employee has commenced their regular scheduled shift, they 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 their 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 hour's pay including payment for Call Time and time worked, but not the payment provided in Section 1(d).
- b) Not more than one (1) basis shall be used to cover the same period of work except as provided in Section 1(d).
- c) The Call Time payment will not be added to or paid in lieu of allowances payable under Articles VI, IX and XI.

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

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

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

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

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

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

## **ARTICLE XII - JURY DUTY**

### **Section 1: Wage Compensation**

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

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

Hours paid for such duty will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted 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 shall be compensated at the regular straight time hourly rate for hours lost from their 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 the 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: Power and Recovery Department Vocational Leave**

Power and Recovery department personnel shall be granted leave in accordance with the provisions of Exhibit "E" (Power and Recovery Department Vocational Leave) for the purpose of attending vocational school.

### **Section 3: First Aid Certificates**

A First Aid Attendant authorized by the Company to attend classes or write examinations for obtaining, renewing or upgrading a First Aid Ticket will be compensated for lost earnings. The duration of the course shall include graveyard shifts on the day immediately preceding the day



the course/exam begins and the day the course/exam finishes. The Company shall compensate the First Aid Attendant for travel each way for training at the straight time hourly rate.

The maximum travel time shall be four (4) hours for traveling to the course and four (4) hours when returning from the course.

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

- (a) 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 wellbeing of the mother and/or child.
  
- (b) Seniority shall accumulate during the period of an employee's leave of absence.

#### **Section 5: Other Leave**

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

## ARTICLE XV - VACATIONS

### Section 1: Entitlement

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

	Length of Vacation	Vacation Pay, being the Greater of:
An employee who is on the payroll on May 1 <sup>st</sup> , who has been continuously employed during the qualifying period, and who has:		% of the total wages earned by the employee during the preceding vacation period OR Hours pay at the hourly rate of the employee's regular job.
(A) Been employed for less than one year and does not qualify under (B) below;	1/4 day for each full week of actual work performed during the preceding vacation period provided no vacation of less than one day will be granted.	4-1/2% OR NIL hours
(B) Been employed for less than one year but has worked not less than 1500 hours during the preceding vacation period	2 weeks	4-1/2% OR 80 hours

<p>OR          been employed for not less than one year and who has worked not less than 1200 hours during the preceding vacation period.          The following hours will count as hours worked for the purpose of qualifying for a vacation: Vacations; Supplementary Vacations; Statutory Holidays; Special (Personal) Floating Holidays; Jury or Witness Duty; Bereavement Leave; Contractual Power and Recovery Department, Apprenticeship and First Aid Leaves; Banked Days Off and Days Off in Lieu of work performed on a Statutory Holiday;</p>	2 weeks	4-1/2% OR 80 hours
(C) qualified for the 2nd vacation under this Agreement;	3 weeks	6-1/2% OR 120 hours
(D) qualified for the 7th vacation under this Agreement	4 weeks	8-1/2% OR 160 hours
(E) qualified for the 14th vacation under this Agreement	5 weeks	10-1/2% OR 200 hours
(F) qualified for the 23rd vacation under this Agreement	6 weeks	12-1/2% OR 240 hours
(G) qualified for the 29th vacation under this Agreement	7 weeks	14-1/2% OR 280 hours

## **Section 2: Additional Pay**

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

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

In the event an employee's employment terminates either before they become entitled to a vacation with pay or being entitled to it, before they take it, shall be paid on termination 41/2%, 61/2%, 81/2%, 101/2%, 121/2% or 141/2% (depending on whether they belong in the category of employees described in (A) or (B), (C), (D), (E), (F) or (G) above respectively) of their wages earned during the period of employment ending with the termination in respect of which no vacation or vacation pay to which they remain 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 are not cumulative and must be taken during the vacation period except as provided below:

Vacations earned under Section 4 (d).

- (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 endeavor 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 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 (1) 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 one (1) year shall be recognized as uninterrupted service for the purpose of establishing vacation time off, upon return to work.
- (i) Time lost as the result of layoff shall not be considered as time worked for the purpose of qualifying for a vacation.
- (j) When operating conditions permit, the Company agrees in principle to granting two (2) days leave of absence to allow shift

workers on a seven (7) day schedule a full seven (7) day tour off, for one (1) weeks' vacation –five (5) days with pay and two (2) without pay.

- (k) Employees who qualify for vacation under categories (c), (d), (e), (f) or (g), may at their option elect to forfeit one (1) week of vacation, subject to the Employment Standards Minimum, and be paid the vacation pay they would have received in lieu of the week of vacation. Employees must declare their intention for this option prior to the start of the vacation year.

Due to mill startups, 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 their "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, employees shall, in addition to the regular vacation to which they are 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 their 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 their 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 their Supplementary Vacation one-day at a time according to the following schedule:

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

If the employee wishes to elect this option, 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 on 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 their 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

Family Day - 24 hours,  
8:00 a.m. to 8:00 a.m. 2<sup>nd</sup> Monday of February

Easter Monday - 24 hours,  
8:00 a.m. Monday to 8:00 a.m. Tuesday

Canada Day - 24 hours,  
8:00 a.m. July 1 to 8:00 a.m. July 2

Labour Day - 24 hours,  
8:00 a.m. Monday to 8:00 a.m. Tuesday

Christmas Eve - 24 hours,  
8:00 a.m. December 24 to 8:00 a.m. December 25

Christmas Day - 24 hours,  
8:00 a.m. December 25 to 8:00 a.m. December 26

Boxing Day - 24 hours,  
8:00 a.m. December 26 to 8:00 a.m. December 27

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

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

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

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

- (a) The Company will provide the Union with not less than thirty (30) days' notice of the general scope of operating and/or maintenance plans on statutory holidays. Unanticipated weather conditions or maintenance requirements may alter those plans.
  
- (b) On Christmas Eve, Christmas Day and Boxing Day, operational and maintenance manning required will be identified on a scheduled crew basis. Any employee who wishes to be excused from working on a particular statutory holiday will be accommodated provided a request for leave is requested seven (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 their 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: Statutory Holiday Deferral**

An employee shall have the option of taking equivalent time off if a statutory holiday falls on a regular day off.

#### **Section 6: Qualifying Conditions**

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

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

- (b) The employee must have worked at least one- (1) day during the sixty (60) day qualifying period just preceding the holiday, and
- (c) The employee must have worked their scheduled workday before and their scheduled work day after such holiday, unless failure to work their scheduled workday before or after the holiday was due to any of the following events:
  - (i) When the employee is on a 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 nonoccupational 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 their 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 they have 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 nonoccupational 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 nonoccupational sickness or injury for a period of up to but not exceeding one (1) year from the date of their sickness or injury.
- (f) However, it is understood and agreed that an employee shall not receive the above provided holiday pay if they have 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 their 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 (12) 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 their first Special (Personal) Floating Holiday and on the payroll for one hundred and eighty (180) days to qualify for their 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 their 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**

- (a) 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.
- (b) The parties agree to refer the matter of integrating the bridge provisions into the Pulp and Paper Industry Pension Plan to the Board of Trustees for their review and consideration.

On the above issue, it is agreed that prior to the implementation of any change to the Pulp & Paper Industry Pension Plan or proceeding with the review, there must be unanimous approval of the nine (9) trustees.

### **Section 2: Contributions**

- (a) The Company contribution level will remain at 10% for the term of the agreement.
- (b) Employee contribution level will remain at 8% for the term of the agreement.

The parties understand that arrangements have been made with the Pension Trustees that will ensure that anyone retiring during the term of this Agreement will receive a supplemental pension credit of each month of the 1997-98 strike based on the \$40 minimum in the plan.

### **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.

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

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

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

### **Section 4: Pension Bridge Benefit**

The Company shall provide employees with a pension bridge annuity benefit of twenty dollars (\$20.00) per month per year of service at age sixty (60) or older who retire prior to attaining age sixty-five (65). The pension bridge benefit will not be payable beyond age sixty-five (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 fifty-five (55) or later shall have access to the pension bridging benefit paid by the Company when they reach age sixty (60).

## **ARTICLE XXI - SENIORITY**

### **Section 1: Principles**

- (a) The Company recognizes the principles of seniority in their application to the promotion, demotion, transfer, layoff and recall and

permanent movement from day to shift positions of an employee, providing the employee has the qualifications and ability to perform the work.

- (b) 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 they have acquired experience by providing relief.
- (c) If an employee is moved out of a line of progression for any reason, the employer will not require re-testing of the employee for them 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.
- (d) 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.
- (e) 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 ninety (90) calendar days, or until he/she has accumulated sixty (60) working days in a one hundred and eighty (180) calendar day period, he/she shall be considered a probationary employee and shall have no rights under Article XXI with respect to seniority.

No person will be considered a probationary employee more than once without the mutual agreement of the Company and the Union.

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

- (a) Any employee, other than a probationary employee, whose employment ceases through no fault of their own, shall retain seniority and shall be recalled on the following basis:
  - (i) An employee with less than one- (1) year's continuous service shall retain these rights for six- (6) months from the date of layoff.
  - (ii) An employee with one- (1) or more years continuous service shall retain these rights for eighteen (18) months from the date of layoff, 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 their last address reported to and received by the mill shall result in their termination of employment with the Company. Bona fide reasons for failure to report shall not deprive an employee of their recall rights.

### **Section 4: Training**

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

- (a) Up to two (2) days where the layoff is estimated to be in excess of ten (10) days.
- (b) Up to five (5) days where the layoff is estimated to be in excess of twenty-one (21) days.
- (c) Up to eight (8) days where the layoff is estimated to be in excess of thirty-five (35) days;
- (d) Up to ten (10) days where the layoff is estimated to be in excess of sixty (60) days.
- (e) Where the layoff is estimated to be in excess of ninety (90) days the Company will discuss with the Local Union training provisions of up to fifteen (15) days;
- (f) Where a layoff results from a permanent partial plant closure or temporary closure in excess of ninety (90) days, the Company will participate in a program of training or re-training for another job within the operations to facilitate the exercising of mill seniority, recognizing there will be some limitations where special qualifications are required. Phasing in arrangements to implement the program shall be concluded prior to the closure.
- (g) All layoffs which take place within one hundred and eighty (180) calendar days will be considered cumulative for the purposes of training.

## **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 their welfare coverage continued for six (6) months while on lay-off.
- (b) An employee with more than four (4) months but less than one (1) year seniority may have their 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 paragraph (1) and (2) above will, on return to work, have their welfare coverage extended by one (1) month for each month in which they work.
- (e) An employee whose welfare coverage under paragraphs (1) and (2) above has expired will, on return to work, be eligible for coverage for the period of their employment.
- (f) An employee will qualify for a new period of welfare coverage as provided in paragraph (1) and (2) above if they return to work for at least ten (10) days within a floating period of thirty (30) consecutive days.

## **ARTICLE XXII - JOB SECURITY**

### **Section 1: Objective**

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

### **Section 2: Definition**

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

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

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

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

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

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

The Company will advise the appropriate committee or committees as soon as possible and in any case not less than thirty (30) days before the expected date of the change of the anticipated time sequence of final installation and production startup 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 their regular job at the time of the setback for a period of six (6) months, and for a further period of six (6) months they will be paid an adjusted rate which will be midway between the rate of their regular job at the time of the setback and the rate of their new regular job. At the end of this twelve (12) month period, the rate of their new regular job will apply. However, such employee will have the option of terminating their employment and accepting severance pay as outlined in Section 6(a) below, provided they exercise 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 their employment and accepting severance pay as outlined in Section 6(a) below if the job should be proved to be unsuitable, provided they exercise their 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 their last period of continuous service. It will be the choice of the affected employee as to which of such methods of calculation is used:

Years of Employment	Severance Allowance	
	Weeks per year of service	% of earnings
1st Twenty (20) Years	2	4%
Subsequent Years	1	2%
Maximum Severance Allowance	52 Weeks *	2080 Hours

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

- (b) For employees with a minimum of one (1) year of employment during their last period of continuous service, severance allowance shall not be less than four- (4) weeks' pay.
- (c) At the time of separation the 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.
- (d) Where the right of recall and seniority retention under Article XXI is elected, the employee's severance allowance will be held in abeyance for the duration of their recall rights at which time the employees will be terminated and their severance allowance paid forthwith.
- (e) Where the employee renounces the right of recall during this period, the employee will be terminated and their severance allowance paid forthwith with all seniority and recall rights being forfeited. No payment will be made under this section in cases where the employee has already qualified under Article XXIV, Section 5, Job Elimination, or under Article XXIII, Section 2, Permanent Mill Closure.
- (f) Such employees for whom no employment is available will be given at least thirty- (30) days' notice of separation.

- (g) Employees will have their welfare coverage continued for the current month plus two (2) months from their date of termination.

**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 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 sixty (60) 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) year employment during their last period of continuous service, severance allowance shall not be less than four (4) weeks pay.

Employees will have their welfare coverage continued for the current month plus two (2) additional months from their date of termination.

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

## **ARTICLE XXIV - JOB ELIMINATION**

### **Section 1: Definition**

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

### **Section 2: Exclusions**

No payment will be made under Section 5 in cases:

- (i) Of curtailments of a temporary or indefinite duration.
- (ii) Of employees hired for work of known or temporary duration.
- (iii) 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**

- (a) An employee who qualifies under Section 1 above may elect one of the following options:
  - (i) Recall and seniority retention as per Article XXI Seniority, or

(ii) Severance allowance as per Section 5 below.

- (b) Such employees must elect their option within thirty- (30) days of notification that their 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**

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

Years of Employment	Severance Allowance	
	Weeks per year of service	% of earnings
1st Twenty (20) Years	2	4%
Subsequent Years	1	2%
Maximum Severance Allowance	52 Weeks *	2080 Hours

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

- (b) 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.
- (c) The severance allowance will not be more than the employee would normally receive if they remained at work at forty- (40) hours per week to their normal retirement date.
- (d) At the time of separation the employee shall have the option of receiving their severance allowance on termination, or they may elect to have their 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 their full severance allowance will be paid forthwith.
- (e) Where the right of recall and seniority retention under Article XXI is elected, the employee's severance allowance will be held in abeyance for the duration of their recall rights at which time the employees will be terminated and their severance allowance paid forthwith.
- (f) Where the employee renounces the right of recall during this period, the employee will be terminated and their severance allowance paid forthwith with all seniority and recall rights being forfeited.
- (g) Employees will have their welfare coverage continued for the current month plus two (2) additional months from their date of termination.

## **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 work force, the Committee will also meet quarterly to make recommendations regarding the utilization of the mill maintenance work force to minimize the use of contractors, both inside and out of the mill.

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

For 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/her job category.

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

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

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

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

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

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

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



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

### **Section 1: Principle**

Employees and the Company are to comply with established safety rules as amended by the Joint Safety Committees from time to time. Employees will not be expected to operate with unsafe equipment or under unsafe working conditions.

Employees are expected to report immediately any unsafe equipment. An employee who has reasonable cause to believe that an unsafe condition exists may refuse to work under such conditions without being subject to discipline.

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

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

- (a) A Joint Labour / Management Safety Conference of two (2) days will be held annually.
- (b) It shall be the basic principle of this Conference to assist the delegates in the development of an effective safety program through the promotion and implementation of best practices for an effective safety program in each mill.
- (c) To accomplish the implementation of an effective safety program in the mill, each Local Union shall have two (2) delegates in attendance at the safety conference. The two (2) delegates shall be compensated by their respective employer for any loss of wages. Travel and hotel expenses of the delegates shall not be paid by their respective employers.
- (d) A senior management representative shall attend the conference. Senior company officials and representatives of WorkSafeBC will be encouraged to attend. Additional delegates of either Labour or management will be permitted to attend on an observer basis.
- (e) The agenda shall address issues that will promote occupational health and safety in their respective workplaces. Agenda items shall be submitted to the respective representative no later than November 30<sup>th</sup> prior to the conference.

- (f) The Planning Committee shall initially meet no later than one hundred and eighty (180) days prior to the established date of the conference and then schedule follow up meetings in accordance as required by the planning committee.
  
- (g) The Planning Committee shall be comprised of the following members:
  - (i) One (1) UNIFOR Local Union member,
  - (ii) One (1) PPWC Local Union member,
  - (iii) One (1) UNIFOR representative from the Regional Office,
  - (iv) One (1) PPWC representative from the National Office,
  - (v) One (1) Employer representative from the employer group,
  - (vi) One (1) Industry representative,
  - (vii) One (1) Conference Facilitator.
  - (viii) The Occupational Health and Safety Conference shall be funded on the basis of an industry contribution of three cents (\$.03) per employee per hour worked into a Jointly Trusteed Occupational Health and Safety Conference Fund.

The funding shall provide that when the monies in the Joint Trusteed Occupational Health and Safety Conference Fund reach Two Hundred Thousand Dollars (\$200,000.00), the funding will

be discontinued until the fund has been reduced to Fifty Thousand (\$50,000.00).

The Jointly Trusted Fund will be used for the payment of wage loss for Local Union planning committee attendees and conference expenses.

## **ARTICLE XXIX - ENVIRONMENTAL PROTECTION**

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

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

## **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**

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

If an employee is not satisfied with the resolution offered by their immediate supervisor they may then initiate a grievance.

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

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 Committee by advising the chairmen of the Standing Committee of the intention to proceed with the grievance. The Standing Committee will then have thirty (30) Days to deal with and answer the grievance.

Step Four            If there is no satisfactory resolution at third step, the question may, within seven (7) days, upon written request to the Standing Committee, be referred to the President of the Local and the Mill Manager, who will then have thirty- (30) days to deal with and answer the grievance. Either party may elect to involve outside help at this step, such as a regional Union representative and/or senior 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. The time periods may be extended by mutual agreement by Management and the Local Union. Where a grievance arising from the discharge of an employee progresses to arbitration, either party may elect, in writing, to utilize the procedure outlined in Section 5 below as an alternative to the arbitration procedure set out in Section 4.

## **Section 2: National Officer**

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

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

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

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

- (a) The Company and the Union will endeavor 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, the Arbitrator shall meet and hear evidence of both sides and render a decision within fifteen (15) days after the Arbitrator has concluded 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 deemed fit.

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

- (a) A panel of six (6) arbitrators, each of whom shall be appointed for a two (2) year term, shall be selected by mutual agreement of the Company and Unifor of Canada 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 arbitration under this section.
- (d) The parties will endeavor 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 their decision and their written reasons within one week after the hearing. The reasons need not accompany the decision. Neither the decision nor the reasons will form precedent.
- (f) The provisions of Sections 4(b), (c), (d) and (e) as it applies to discharge, shall apply to this section.

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

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

This Agreement shall be in effect from midnight May 01, 2017 to midnight April 30, 2021, 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 Reopening**

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, 2018, but in any event no later than midnight, April 30, 2018, that any 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 representative).

#### **Section 4: 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.

Signed and agreed in Mackenzie, British Columbia

This \_\_\_ day of November, 2017.

On behalf of the Company:  
Mackenzie Mechanical Pulp Corporation

  
\_\_\_\_\_  
Doug Daniels


  
\_\_\_\_\_  
Brent Proctor


  
\_\_\_\_\_  
Andrew Keiver

  
\_\_\_\_\_  
Kirk Weich

  
\_\_\_\_\_  
Joe Murray

On behalf of the Union:  
Unifor Local 1092

  
\_\_\_\_\_  
Jon Hawkins

  
\_\_\_\_\_  
Andrew Dumond

  
\_\_\_\_\_  
Tim Murdick

  
\_\_\_\_\_  
Bob Berndt

  
\_\_\_\_\_  
Dan Berndt

  
\_\_\_\_\_  
Steven Putman

  
\_\_\_\_\_  
Daren George

# CODIFICATION OF LOCAL AGREEMENTS

## EXHIBIT "A" JOB CATEGORIES AND WAGE RATES

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

The 'flex premium' from the 1997-2003 Pattern Agreement has been folded in and compounded over the term of that Agreement. The compounded rate is reflected in the May 1, 2003, rates of pay.

Note: Employees will have the option of directing the lump sum payments in to a Tax Free Savings Account or RRSP of their choice.

	Apr	Trades	May	Dec	May	Trades	May
MECHANICS	30/17	Adjust	1/18	1/18	1/19	Adjust	1/20
Journeyman	40.075	41.075	41.895	42.735	43.590	44.090	44.970

### APPRENTICES

5 <sup>th</sup> Year Apprentice	40.075	41.075	41.895	42.735	43.590	44.090	44.970
4 <sup>th</sup> Year Apprentice	37.145	38.075	38.835	39.610	40.400	40.860	41.680
3 <sup>rd</sup> Year Apprentice	34.135	34.985	35.685	36.400	37.130	37.560	38.310
2 <sup>nd</sup> Year Apprentice	32.720	33.540	34.210	34.895	35.595	36.005	36.725
1 <sup>st</sup> Year Apprentice	32.155	32.955	33.615	34.285	34.970	35.370	37.080

<b>LABOUR RATE</b>	29.645	30.240	30.845	31.460	32.090
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### LUBRICATION

Lubrication Mechanic	37.145	38.075	38.835	39.610	40.400	40.860	41.680
(10) (Relief) Lubrication Mechanic:							
- over 6 months	32.255	E 32.900	33.560	34.230			34.915 E
(8) 1 - 6 months	31.715	E 32.350	32.995	33.655			34.330 E
(0) 0 - 30 days	29.645	E 30.240	30.845	31.460			32.090 E

### POWER & RECOVERY

(49) Assistant Shift Engineer - 3 <sup>rd</sup>	42.995	E 43.855	44.730	45.625			46.540 E
(46) #1 Power & Recovery Operator - 3 <sup>rd</sup>	42.190	E 43.035	43.895	44.775			45.670 E
(34) #2 Power & Recovery Operator - 3 <sup>rd</sup>	38.870	E 39.645	40.440	41.250			42.075 E
(30) #2 Power & Recovery Operator - 4 <sup>th</sup>	37.780	E 38.535	39.305	40.090			40.890 E
(15) #3 Power & Recovery Operator - 4 <sup>th</sup>	33.645	E 34.320	35.005	35.705			36.420 E
(11) #3 Power & Recovery Operator - No Ticket.	32.555	33.205	33.870	34.545			35.235 E
(12) #4 Power & Recovery Operator - 4 <sup>th</sup>	32.820	E 33.475	34.145	34.830			35.525 E
(8) #4 Power & Recovery Operator - No Ticket	31.715	32.350	32.995	33.655			34.330 E
(8) #5 Power & Recovery Operator - 4 <sup>th</sup>	31.715	E 32.350	32.995	33.655			34.330 E

(4) #5 Power & Recovery Operator - No Ticket	30.625		31.240	31.865	32.500	33.150	E
(2) Utility	30.135	E	30.740	31.355	31.980	32.620	E

#### **PULPING LINE**

(35) #1 Operator	39.140	E	39.925	40.725	41.540	42.370	E
(21) #2 Operator	35.300	E	36.005	36.725	37.460	38.210	E
(16) #3 Operator	33.935	E	34.615	35.305	36.010	36.730	E
(8) #4 Operator	31.715	E	32.350	32.995	33.655	34.330	E
(1) #5 Operator	29.885	E	30.485	31.095	31.715	32.350	E

#### **BLEACH LINE**

(31) #1 Bleach Operator	38.050	E	38.810	39.585	40.375	41.185	E
(19) #2 Bleach Operator	34.730	E	35.425	36.135	36.860	37.595	E
(10) #3 Bleach Operator	32.255	E	32.900	33.560	34.230	34.915	E
(5) Shift Utility	30.895	E	31.515	32.145	32.790	33.445	E

	<b>Apr</b>	<b>May</b>	<b>Dec</b>	<b>May</b>	<b>May</b>
<b>PULP</b>	<b>30/17</b>	<b>1/18</b>	<b>1/18</b>	<b>1/19</b>	<b>1/20</b>

#### **MACHINE RM.**

(35) #1 Machine Rm Operator	39.140	E	39.925	40.725	41.540	42.370	E
(26) #2 Machine Rm Operator	36.675	E	37.410	38.160	38.925	39.705	E
(13) #3 Machine Rm Operator	33.090	E	33.750	34.425	35.115	35.815	E
(10) #4 Machine Rm Operator	32.255	E	32.900	33.560	34.230	34.915	E
(4) Utility	30.625	E	31.240	31.865	32.500	33.150	E

#### **MILL STORES**

(10) Shipper / Receiver	32.255	E	32.900	33.560	34.230	34.915	E
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(8) Assistant Shipper / Receiver	31.715	E 32.350	32.995	33.655	34.330	E
(5) Head Counterman	30.895	E 31.515	32.145	32.790	33.445	E
(5) Warehouseman: - over 12 months	30.895	E 31.515	32.145	32.790	33.445	E
(4) - 6 - 12 months	30.625	E 31.240	31.865	32.500	33.150	E
(2) - 0 - 6 months	30.135	E 30.740	31.355	31.980	32.620	E

### MISCELLANEOUS

(3) Jack-hammerman	30.370	E 30.975	31.595	32.225	32.870	E
(0) Janitor	29.645	E 30.240	30.845	31.460	32.090	E

### PROTECTION

(14) Protection Officer Level III Unrestricted	33.375	E 34.040	34.720	35.415	36.125	E
(13) Protection Officer Level III Restricted	33.090	E 33.750	34.425	35.115	35.815	E

### DIRTY MONEY

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

- 1) Working inside Lime Kiln.
- 2) Working inside Lime Slaker.
- 3) Working inside Liquor Tanks.
- 4) Working inside Recovery Passes.
- 5) Working inside Power Boiler Passes.
- 6) Working inside Precipitator.
- 7) Working inside Clarifiers and mud washers.

- 8) Working inside Digester.
- 9) Working in Sewer System
- 10) Handling Bag Lime
- 11) All Fibreglass Work
- 12) Steam Cleaning
- 13) Fuel oil and storage
- 14) Working inside drum washers
- 15) Working inside Sternson Pressure Washers
- 16) Working inside of Flakt Dryer for intensive shutdown cleaning

### **SPRAY PAINTING**

While engaged in spray painting, the painter will receive eight (8) cents per hour over his regular rate.

### **POWER & RECOVERY TICKET DIFFERENTIALS**

Ticket differentials for Power & Recovery employees working on jobs below their ticket qualifications will be:

- 1st class - sixty-five (65) cents per hour
- 2nd class - fifty-five (55) cents per hour
- 3rd class - fifty (50) cents per hour
- 4th class - thirty-five (35) cents per hour

Note: Only one of the above bonuses is applicable - no stacking.

### **EMERGENCY RESPONSE**

Effective May 1, 2003, a bonus of forty (40) cents per hour for all hours worked will be paid to designated members of the Emergency Response Team, as long as they remain so designated. Effective May 1, 2006, a bonus of fifty (50) cents per hour for all hours worked will be



paid to designated members for the Emergency Response Team as long as they remain so designated.

#### **METRIC TOOLS**

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

#### **JOB EVALUATION**

As of April 11, 2010

The parties agree to the application of the following increase in step rates for the Education Credits for Steam and Power Certificates:

4th class Certificates from 2.00 steps to 4.00 steps

3rd class Certificates from 4.50 steps to 8.00 steps

2nd class Certificates from 6.00 steps to 10.00 steps

The parties agree that a job field survey will be conducted for the steam and recovery jobs.

## JOB EVALUATION PLAN CONVERSION TABLE BY STEPS

STEP	MAY 01/17	MAY 01/18	MAY 01/19	MAY 01/20
BASE	30.240	30.845	31.460	32.090
1/2	30.335	30.940	31.560	32.190
1	30.485	31.095	31.715	32.350
2	30.740	31.355	31.980	32.620
3	30.975	31.595	32.225	32.870
4	31.240	31.865	32.500	33.150
5	31.515	32.145	32.790	33.445
6	31.810	32.445	33.095	33.755
7	32.085	32.725	33.380	34.050
8	32.350	32.995	33.655	34.33
9	32.630	33.285	33.950	34.630
10	32.900	33.560	34.230	34.915
11	33.205	33.870	34.545	35.235
12	33.475	34.145	34.830	35.52
13	33.750	34.425	35.115	35.815
14	34.040	34.720	35.415	36.125
15	34.320	35.005	35.705	36.420
16	34.615	35.305	36.010	36.730
17	34.870	35.565	36.275	37.000
18	35.155	35.860	36.575	37.305
19	35.425	36.135	36.860	37.595
20	35.710	36.425	37.155	37.900
21	36.005	36.725	37.460	38.210
22	36.270	36.995	37.735	38.490
23	36.550	37.280	38.025	38.785

24	36.835	37.570	38.320	39.085
25	37.130	37.875	38.635	39.410
26	37.410	38.160	38.925	39.705
27	37.665	38.420	39.190	39.975
28	37.950	38.710	39.485	40.275
29	38.240	39.005	39.785	40.580
30	38.535	39.305	40.090	40.890
31	38.810	39.585	40.375	41.185
32	39.080	39.860	40.655	41.470
33	39.370	40.155	40.960	41.780
34	39.645	40.440	41.250	42.075
35	39.925	40.725	41.540	42.370
36	40.225	41.030	41.850	42.685
37	40.485	41.295	42.120	42.960
38	40.755	41.570	42.400	43.250
39	41.065	41.885	42.725	43.580
40	41.340	42.165	43.010	43.870
41	41.615	42.445	43.295	44.160
42	41.900	42.740	43.595	44.465
43	42.175	43.020	43.880	44.760
44	42.450	43.300	44.165	45.050
45	42.740	43.595	44.465	45.355
46	43.035	43.895	44.775	45.670
47	43.295	44.160	45.045	45.945
48	43.575	44.445	45.335	46.240
49	43.855	44.730	45.625	46.540
50	44.135	45.020	45.920	46.840

<b>STEP</b>	<b>MAY 01/17</b>	<b>MAY 01/18</b>	<b>MAY 01/19</b>	<b>MAY 01/20</b>
51	44.430	45.320	46.225	47.150
52	44.690	45.585	46.495	47.425
53	44.975	45.875	46.795	47.730
54	45.270	46.175	47.100	48.040
55	45.530	46.440	47.370	48.315
56	45.830	46.745	47.680	48.635
57	46.095	47.015	47.955	48.915
58	46.375	47.305	48.250	49.215
59	46.650	47.585	48.535	49.505
60	46.945	47.885	48.845	49.820
61	47.240	48.185	49.150	50.135
62	47.510	48.460	49.430	50.420
63	47.785	48.740	49.715	50.710
64	48.055	49.015	49.995	50.995
65	48.315	49.280	50.265	51.270
66	48.615	49.585	50.575	51.585
67	48.885	49.865	50.860	51.875
68	49.170	50.155	51.160	52.185
69	49.460	50.450	51.460	52.490
70	49.740	50.735	51.750	52.785
71	50.010	51.010	52.030	53.070
72	50.290	51.295	52.320	53.365
73	50.565	51.575	52.605	53.655
74	50.835	51.850	52.885	53.945
75	51.110	52.130	53.175	54.240
76	51.405	52.435	53.485	54.555
77	51.680	52.715	53.770	54.845

78	51.960	53.000	54.060	55.140
79	52.235	53.280	54.345	55.430
80	52.520	53.570	54.640	55.735
81	52.785	53.840	54.915	56.015
82	53.055	54.115	55.195	56.300
83	53.340	54.405	55.495	56.605
84	53.620	54.690	55.785	56.900
85	53.905	54.985	56.085	57.205
86	54.165	55.250	56.355	57.480
87	54.450	55.540	56.650	57.785
88	54.735	55.830	56.945	58.085
89	55.015	56.115	57.235	58.380
90	55.290	56.395	57.525	58.675
91	55.570	56.680	57.815	58.970
92	55.850	56.965	58.105	59.265
93	56.140	57.265	58.410	59.580
94	56.405	57.535	58.685	59.860
95	56.670	57.805	58.960	60.140
96	56.955	58.095	59.255	60.440
97	57.250	58.395	59.565	60.755
98	57.535	58.685	59.860	61.055
99	57.795	58.950	60.130	61.335
100	58.075	59.235	60.420	61.630

# **EXHIBIT “B” JOB EVALUATION PLAN**

## **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.

## **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 Mackenzie Pulp Labour Agreement:
  - i) Mechanical Trades (See Exhibit “1” attached for definition)
  
- (b) Except as provided in Section 2(a) above, all jobs covered by the Mackenzie Pulp Labour Agreement shall be considered eligible for evaluation when presented in the manner prescribed herein to the Joint Job Evaluation Board hereinafter provided for.

## **Administration and Procedure**

### ***Job Evaluation Directors***

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

- (a) To direct and supervise the functioning of the Job Evaluation Plan in accordance with the policies and procedures adopted by the parties to the Mackenzie Pulp 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 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 in the administrative committee is vested the power to amend, add to, or subtract from, the Plan. Ratification of improvements will be by such method as determined by each party to 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.

***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.



### ***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.
- (d) 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.

***Independent Review Officer***

- (i) The Communications, Energy & Paper-workers Union of Canada and the Pulp and Paper Employee Relations Forum shall appoint an Independent Review Officer for the term of the Agreement.
- (ii) The Independent Review Officer shall neither be an employee of the Union, Company, nor their agencies.
- (iii) The Independent Review Officer shall have the authority to render decisions on matters that have been referred to him which are appropriate under the Plan.
- (iv) The Pulp and Paper Employee Relations Forum and the Communications, Energy & Paper-workers Union of Canada shall each pay one-half of the fees and

expenses of the Independent Review Officer incurred in the adjudication of disputes.

### **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 startup 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.

**Note:** It is understood that the Plant Evaluation Committee files referred to in this subsection 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.

- (e) 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.
- (f) 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.
- (g) 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” 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	Painters
Millwrights	Welders
Carpenters	Insulators
Electricians	Instrument Mechanics
Pipe-fitters	Instrumentation Technologist

## **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 Mackenzie Pulp 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 usual and customary charges of the selected carrier or carriers.

### **2. 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.

### 3. Coverages and Benefits

- (a) Group Term Life Insurance & Accidental Death or Dismemberment 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.

In addition to Group Term Life Insurance coverage, the Welfare Plan will include Accidental Death Insurance as outlined in the Table on a twenty-four (24) hour coverage basis. Accidental Death and Dismemberment Coverage Schedule to reflect current insurance carriers' benefit levels.

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.

#### Maximum Insurance Benefits Payable

Effective Date	Group Term Life	AD & D
Date of Ratification 2017	\$108,400	\$108,400
May 1, 2018	\$110,600	\$110,600
May 1, 2019	\$112,900	\$112,900
May 1, 2020	\$115,200	\$115,200

(b) Non-Occupational Accident and Sickness Insurance

The Welfare Plan will include Nonoccupational Accident and Sickness Insurance that will provide a benefit of sixty-two percent (62%) of the employee's regular job rate. Weekly Indemnity benefits will be payable beginning with the first day of disability caused by nonoccupational accident and beginning with the fourth day of disability caused by nonoccupational sickness, except that in those cases of nonoccupational sickness, which results 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. 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 have received 100% of their gross wages lost.

Weekly Indemnity benefits which begin prior to age 65 will continue until the employee has received at least fifteen (15) weeks of benefits, or until the employee is no longer disabled or retires, whichever comes first. 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 have received 100% of their gross wages lost.

- (i) **Attempted Suicide**  
Amend Weekly Indemnity Plan to provide for benefits for loss of time as a result of attempted suicide under the Plan Provisions covering other mental illnesses. Coverage shall also include injury disability arising from attempted suicide.
  
- (ii) **Waiting Period**  
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
  
- (iii) **Subrogation Agreement**

Benefit payment will not be made beyond age 65 and in all cases, will cease upon recovery. Where the employee recovers an amount from a liable third party for loss of income as a result of the same accident or illness, they must reimburse the Plan once they receive 100% of their loss. One hundred percent (100%) of their loss includes gross wages lost

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

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

The Weekly Indemnity/Long Term Disability Plan will assume all costs for completion of forms required by the carrier. The Company will reimburse employees for the costs of medical forms and specialist reports when required by the WI and LTD carriers. This is agreed on the basis that the Company will be reimbursed by the insurance carrier.

(c) Weekly Indemnity benefit

The Weekly Indemnity benefit scale will be extended as follows:

<b>Maximum Weekly Indemnity Benefits Payable</b>	
Effective date	Benefit Maximum
Date of Ratification 2017	\$1000.00 per week
May 1, 2018	\$1020.00 per week
May 1, 2019	\$1050.00 per week
May 1, 2020	\$1080.00 per week

May 1, 2017 to May 1, 2021 reflect the benefit with general wage increases effective on those dates.

Note: The increases effective May 1, 2015 and May 1, 2016 reflect the May 1, 2014 benefit being increased in accordance with the general wage increases effective on those dates.

(d) Long Term Disability Plan.

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

(e) Medical-Surgical Coverage

The Welfare Plan will include Medical-Surgical coverage as required by the BC Medical Commission.

(f) Extended Health Benefits

An Extended Health Benefit Plan with coverage as per the Carrier Agreement (Formerly MSA) Pulp and Paper Brochure dated July 1, 1981 including Vision Care coverage for employees and eligible dependents will also form part of this Agreement. The plan will provide a lifetime maximum to \$300,000 under the Extended Health Benefits Plan.

Effective May 1, 1998 the maximum payable amount on Foot Orthotics will be \$300 per person per calendar year. Orthopedic shoes provision to remain as per the current Collective Agreement.

Effective January 24, 2013 the maximum payable amount during a two (2) calendar year period on Hearing Aids will be increased to \$600. Payment will be made for maintenance, batteries or recharging devices or other such accessories.

(g) Paramedical Pooling

Licensed physiotherapists, licensed massage therapists, licensed naturopaths, licensed occupational therapists, and licensed chiropractors – up to a combined maximum of \$500 per person in a benefit year. All other Paramedicals remain in place. Effective date of ratification the maximum payable amount on Vision Care will be increased to \$450.00 per member or dependent in any 24 calendar month period, and allow for the use of this for Eye Exam and laser Surgery Procedures.

Deductible is \$60 each benefit year per person or family.

(h) Out of Province Travel Plan

When, in the opinion of the attending physician and attending specialist, a medical procedure is required that is not available in BC and is one for which the Medical Services Plan of BC 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.

(i) 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.

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

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

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

The Union Welfare Committee shall be appointed and shall meet with a Management Welfare Committee with respect to questions that 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; 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 that 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.

The function of the committee will be to review the operations of the Plan and to permit the committee to ensure compliance with the terms and conditions of Exhibit 'C'. The company agrees to furnish to the Committee such reports as the Committee may require.

## **6. *Changes in Classification***

The regular wage rate of the employee in effect on May 1 and November 1 will determine his/her entitlement to Group Life and Accidental Death and Dismemberment and Weekly Indemnity

coverages as outlined in the schedule contained in Exhibit "C". Where an employee's regular duties consist of more than one job, his/her regular rate shall be deemed to be the average of the rates applicable to such jobs.

## **7. Costs**

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

### Group Term Life Insurance, Accidental Death or Dismemberment Insurance,

### Medical-Surgical Coverage, Extended Health Benefit and Dental Plan

Company	100%
Employee	Nil

### Non-Occupational Accident and Sickness Insurance, Long Term Disability Plan

Company	70%
Employee	30%

The Company will reimburse employees for the cost of medical forms and specialists reports when required by the WI and LTD carriers. This is agreed on the basis that the Carrier will reimburse the Company.

## **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 Mackenzie Pulp Labour Agreement. Any such disputes shall be adjudicated under the terms of the following Dispute Resolution Process.

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

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

- (i) a complete job description
- (ii) a physical demands analysis which indicates in detail the demands of the particular occupation.

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

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

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

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

### ***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 dependants of a deceased employee are not covered by such plans by reason of their own employment, the Company will extend the coverage under the Extended Health Benefit Plan, for twenty-four (24) months following the death, and the Medical-Surgical Plan, 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**

### **1. Benefits**

#### **(a) 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)

#### **(b) Preventive Services**

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

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

(c) Surgical Services

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

(d) Restorative Services

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

(e) Prosthetic Repairs

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

(f) Endodontics

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

(g) Periodontics

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

(h) Prosthetic Appliances and Crown and Bridge Procedures

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

(i) 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.

Effective January 24, 2013, the maximum lifetime benefit is \$4,000 per person for all services provided by an Orthodontist

## **2. Co-Insurance**

In respect of Benefits (i) to (vii), the Plan will provide reimbursement of 85% of eligible expenses, effective May 1, 1998, increasing to 90% effective May 1, 2000.

Benefits (viii) and (ix) will be subject to 50% coinsurance.

# **APPENDIX “2” PULP AND PAPER INDUSTRY LONG TERM DISABILITY PLAN SUMMARY**

## **1. Eligibility**

- (a) All hourly employees who are working full time for full pay will be eligible for coverage. Minimum hours worked must be no less than thirty (30) per week.
- (b) Coverage will commence after thirty (30) days of service.

- (c) Employees must be actively at work, full-time and for full pay on the date coverage commences.

## **2. Level of Benefits**

Fifty percent (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.

Employees who are under 60 years of age will have their future disability benefit recalculated by applying the contractual wage increases that were applied in each year, during the period of their disability, to their long term disability benefits.

The recalculated weekly benefit when combined with all other disability income which the disabled employee is receiving will not exceed 80% of 40 hours multiplied by the regular wage rate in effect at the time of the recalculation.

## **3. Elimination Period**

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

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

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

- (b) Additional benefits will be paid on the basis of one (1) month for each two (2) months of continuous service beyond the sixty (60) month's service with the member pulp and Paper Company up to the date of onset of disability.
- (c) For those who are either on WI or L.T.D. effective July 1, 1988, and continue to be disabled, benefits will be paid to age sixty (60) as a minimum if the employee does not have sufficient service to carry him/her further under (b) above. At the point that he/she runs out of L.T.D. benefit, he/she can elect to either retire early or go on disability pension benefit until age sixty-five (65), at which time he/she will retire.
- (d) For new claims that commence after July 1, 1988, benefits will be paid to age sixty- (60) as a minimum if the employee does not have sufficient service to carry him/her further under (b) above. At the point when he/she runs out of L.T.D. benefit, he/she will retire.
- (e) Benefit payment will not be paid beyond age sixty-five (65) and in all cases, will cease on recovery.

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

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



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

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

- (a) All other disability income will include: CPP/QPP 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 Industry Pension Plan. Private or individual disability plan benefits of the disabled employee will not reduce the benefit from this plan.
- (b) 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.
- (c) Increases in CPP/QPP 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 LTD plan exceeds 75% of the employee's basic wage at date of disability.

- (b) Rehabilitative employment shall mean any occupation or employment for wage or profit or any course or training that entitles the disabled employee to an allowance, provided such rehabilitative employment has the approval of the employee, and his/her doctor in consultation with the underwriter of the LTD plan.
- (c) Rehabilitative employment will be deemed to continue until such time as the employee's earnings from rehabilitative employment exceed 75% of his/her straight time earnings at date of disability but in no event for more than twenty-four (24) months from the date rehabilitative employment commences.

## **8. Exclusions**

Disabilities resulting from the following are not covered:

- (a) War, insurrection, rebellion or service in the armed forces of any country.
- (b) Participation in a riot or civil commotion.
- (c) Intentionally self-inflicted injuries.

## **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/she 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 LTD disability and the employee will not be eligible for weekly indemnity benefits. The employee under these circumstances will be eligible to receive benefits without the necessity of completing another elimination period.

## **11. Terminations**

Coverage will cease:

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

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

- (a) 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 E.I. premium reduction including the employee 5/12th's share will be retained by the employer.
- (b) When an employee becomes totally disabled under this plan, they shall have the option of taking all outstanding earned time off with pay, such as vacations, supplementary vacations, statutory holidays, special

(personal) floating holidays, and any halftime portion of banked overtime.

- (c) Upon commencement of L.T.D. benefits all terms and conditions of the Agreement will become inoperative except where provided for in Paragraph 4 (b), (c) and (d) below.
  - (i) 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.
  - (ii) Employees in receipt of L.T.D. benefits from this plan will continue to accrue credit under the Industry Pension Plan provided such employees are not in receipt of a disability pension under the Industry Pension Plan.
  - (iii) Employees in receipt of disability payments from this plan will continue to be covered under the employer's medical, extended health and dental plans. Coverage under the employer's group life and AD & D plans will also continue in accordance with the conditions of those plans.
  - (iv) An employee returning to work from an L.T.D. claim will return to a job his/her seniority, qualifications and ability to perform the work properly entitle him/her to.

- (v) Active claims as referred to in Section 14 of Exhibit “C” of the Mackenzie Pulp 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**

The purpose of the Program is to provide tradesmen of the highest caliber.

The Apprenticeship Training Program will cover the trades as set forth below:

Carpenter	Electrician	Lagger
Machinist	Millwright	Painter
Pipefitter	Welder	Instrument Mechanic

### **General Principles**

- (a) 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 the Apprenticeship or after successful completion of four (4) years, whichever happens sooner, only on the understanding that the Apprentice completes the full term of training. If the Apprentice refuses to continue the training, the Apprentice will be removed from the Program with no standing as a Journeyman in the trade.
- (b) Training syllabus for each trade to be designed to meet the requirements of the particular trade involved.

- (c) All provisions of the appropriate Labour Agreements in effect at the Mill concerned shall be applicable to Apprentices in the Program.
- (d) 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.
- (e) Under the Program, Apprentices will receive rates as per Exhibit "A" of the 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**

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 consistent 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 co-operation with the Apprenticeship Branch.
- (e) Determine the tool requirements by years of training.
- (f) Joint Committee to review any case of lost time from the Program because of sickness, accident, etc. and to determine the amount of additional time necessary before an employee meets his/her requirements of time served.

### **Central Advisory Committee**

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**

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**

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 retraining on subject material specified by the Apprenticeship Branch authorities and will be required to be reexamined within twelve (12) months. Failure to pass the second examination will result in a review of his/her position by the Joint Apprenticeship Committee and could result in his/her removal from the Program. Employees who are removed from the Program will be offered an entry job in keeping with their plant seniority.

- (a) Successful applicants will be assigned to a specific trade as a probationer for a two (2) month period. During the probationary period the Apprentice shall receive the first year Apprentice rate.
- (b) During each year of Apprenticeship, the Apprentice 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 the term of Apprenticeship and receipt of the 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 the Apprentice successfully passes the examinations. Retroactivity will not apply where retesting 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, the Apprentice 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 the 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.

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**

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

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

While attending an approved Vocational School the Apprentice will receive from the Government, allowances and school expenses in accordance with the Government's schedule of grants pertaining to Apprenticeship Training. In addition, the employee shall receive from the employer, an allowance comprised of the difference between the employee's 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**

- (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**

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.

### **Letter of Understanding (LOU) – Apprenticeship Training**

“Should the employee choose to leave Mackenzie Pulp & Paper prior to 24 months after receiving his/her qualifications, the pro-rated portion of the final two (2) years Living

Out Allowance, Tuition and Books invested by the employer in supporting an employee to obtain his/her Red Seal Qualification will be a debt owing to Mackenzie Pulp Mill Corporation. Employees will need to sign a promissory note prior to commencement of his/her training.

The Company will waive the employee's obligation in the event that the Company falls short of providing the twenty-four (24) month term or, if the employee has to terminate because of a life event beyond the control of the employee which includes:

Death of immediate family member  
Serious medical event

It is understood that this only applies to new entrants to the apprenticeship program after date of ratification.”

## **EXHIBIT “E” POWER & RECOVERY DEPARTMENT VOCATIONAL LEAVE**

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

Upon successful completion of the Department of Education Correspondence Course for a FOURTH CLASS POWER 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 Power Engineering Certificate.

During the first week at the School the employee will be evaluated by the school authorities to determine the employee's knowledge of the subject, and if the evaluation is favorable, the employee will continue studies at the school during the two weeks and write the prescribed examination. In the event that the evaluation is not favorable, the school authorities will indicate to the employee those areas where further study is needed and the employee 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 POWER 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 Power Engineering Certificate.

During the first week at the school the employee will be evaluated by the school authorities to determine the employee's knowledge of the subject, and if the evaluation is favourable, the employee will continue studies at the school during the following five (5) 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 the employee will return to the mill and carry out the recommended home studies. Upon completion of this additional studying, the employee will be granted six (6) weeks leave of absence, five (5) 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 POWER 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 twopart course and write the examination for the Second Class Stationary Power 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 the 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 the employee's knowledge of the subject, and if the evaluation is favorable the

employee will continue 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 favorable, the school authorities will indicate to the employee those areas where further study is needed and the employee 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 Power & Recovery Department 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 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 Power & Recovery Department 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 Power & Recovery Department 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 Power & Recovery Department personnel attending an approved Vocational School to write for Stationary

Engineering certificates, the provisions set forth above will then be amended to take into account such Government allowances.

## **12. Living Out Allowance**

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

### **Letter of Understanding (LOU) – Steam Plant Certification**

"Should the employee choose to leave Mackenzie Pulp Mill Corporation prior to twenty-four (24) months after receiving his/her qualifications, the pro-rated portion of Living Allowance, Tuition, Books and Testing fees invested by the employer in supporting an employee to obtain his/her Stationary Steam Engineering Certificate will be a debt owing to Mackenzie Pulp Mill Corporation. Employees will need to sign a promissory note prior to commencement of his/her training.

The Company will waive the employee's obligation in the event that the company falls short of providing the twenty-four (24) month term or, if the employee has to terminate because of a life event beyond the control of the employee which includes:

Death of immediate family member  
Serious medical event

It is understood that this only applies to new entrants to the program after date of ratification.”

## **EXHIBIT “F” CODIFICATION OF LOCAL ITEMS**

### ***Item #1: Employee Courses***

The Company will provide reimbursement to employees taking courses in accordance with the Company’s “Employee Courses Joint Policy” and the “Educational Refund Policy”. This will not apply to courses provided for under the terms of the Mackenzie Pulp Agreement or appendices attached thereto.

### ***Item #2: Welding Tickets***

When a welder is require to renew his P.P. 101 ticket we will grant him time (outlined below) to take the necessary exam to obtain a second ticket. The kind of ticket will be at the company’s discretion having regard to the current number of different kinds of tickets held.

Renewal Times: P.P. 101 – up to 2 days  
Stainless or Tig. – up to 2 days.  
Total time away from mill would be up to 4 days and this would be in one block.

### ***Item #3: Pension Credits – Leave of Absence***

The company agrees to apply the policy covered in the industry proposal at the 1970 Wage Conference which reads as follows:

“Pension benefits will continue to accrue up to a total of three months in any one calendar year for employees on authorized leave of absence on Local Union business. Such benefits will be

based on earnings received by the employee from the Union. The Local Union will periodically provide the Company with a statement of earnings received by the employee from the Union during the leave of absence. The Company will calculate the employee's pension contribution that would normally be made on such earnings and will deduct the contribution from the employee's earnings received from the Company during the first pay period following receipt of the statement of earnings.

The Company will pay the employer contribution required in respect of the pension benefits accruing during the leave of absence." This will apply to the Pension Plan existing prior to July 1, 1975.

#### ***Item #4: Leave of Absence***

As per past practice the Company will take a reasonable approach to requests from Day Workers for leave of absence in conjunction with vacations, providing such leaves do not adversely affect the operation particularly during shutdowns and periods when vacation demand is high.

The Company will grant one week leave of absence to each employee each vacation year. The granting of such leave will be on the same basis as vacations.

#### ***Item #5: Payment of Floating and Statutory Holidays***

Floating and Statutory Holidays will be paid at the straight time job rate for the job worked or the job that would have been worked had the employee

worked that day. The rates earned on a Statutory Holiday will apply to days off in lieu.

The following are examples of this principle:

1. The #2 operator is on annual vacation which ends June 30<sup>th</sup>. He has July 1<sup>st</sup> off, as his statutory holiday. If July 1<sup>st</sup> was a normal work day he would have returned to his #2 job. Therefore, in this situation the #3 would receive the #3 rate and the #2 would receive the #2 rate for the statutory holiday.
2. If the statutory holiday came during the #2 operator's vacation period (Contract statement of policy, Article XVII € (II) the relief operator would perform the work of the #2 if there was work on that day and he would therefore receive the #2 operator's rate for that statutory holiday.

***Item #6: Overtime (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 the District of Mackenzie.

In cases where the driver of 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 employees' homes in the District of Mackenzie. When an employee is called in to work and is

required to use a taxi for transportation to work because he has no other means of transportation available to him, and if he is unable to cover the cost of the taxi fare, the Company will accept the taxi charges, if requested to do so by the employee, and deduct the amount of the fare from the employee's pay.

### ***Item #7: Overtime Distribution***

Where overtime is required it will be distributed fairly having regard to all circumstances. To further this policy the Company will post a monthly overtime list for all maintenance and stores employees to include the number of hours worked, call-ins, opportunities and refusals.

### ***Item #8: Meal Policy***

The Company policy is to provide a meal(s) when required in accordance with the following:

1. If an employee is held over in excess of two (2) hours beyond his regular shift, he will be provided with a meal if he so chooses. A second meal will be provided if requested, every four (4) hours beyond the previous meal.
2. If an employee is called to report to work in advance of his regular shift without a minimum of two (2) hours' notice, he will be provided with a meal within two (2) hours of the start of his regular shift and a meal every four (4) hours thereafter to a maximum of three (3) meals.

Normally, meals will be provided from off site. When that is impractical due to the time of day, provision will be made for pre-prepared meals.

***Item #9: Disability Management Program***

To facilitate the reintegration of injured or disabled Mackenzie Pulp Operation employees into the mill workforce, the Company and the Union agree to establish a joint program that will provide support and guidance to affected employees.

A Joint Disability Management Program will provide an opportunity for employees who want to return to work from an illness or injury to be re-integrated back to regular duties in a safe, effective and timely manner. The planned process will provide meaningful work that is fair and equitable to both the employee and the company.

The program will promote employee health and recovery through active claims and case management and safe return to work opportunities.

***Item #10: Safety – Loss Wages***

An employee injured during his shift and not able to continue working, shall be paid his regular shift earnings for that shift, subject to medical evidence if required and prior approval of the Company where practicable.

Similarly an employee injured while on a call out that would continue into his regular shift will not receive less than his regular shift earnings, inclusive of all monies to be paid as a result of the call out.



### ***Item #11: Tool Allowance***

In the event that an employee loses a tool while working in an awkward place where it is impossible to retrieve the tool or he breaks a tool, where warranty does not apply, and where such loss or breakage is not due to carelessness on the part of the employee, then the employee is entitled to apply for a new tool.

In the course of the application, it is expected that a maximum of details will be supplied to the Supervisor within one day of such loss or breakage where practical.

It is expected that every precaution will be used to prevent breakage or loss of tools in awkward or dangerous places, not so much for the value of the tools, but to avert potential injury to employees, and damage to equipment and shutdowns when such tool drops into systems.

### ***Item #13: Call Time***

1. A tradesman called in on an emergency job prior to two hours before the start of the day shift will remain on the job at time and one-half until the job is completed, subject to the Company having the option of removing him from the job eight hours after he has been called. If they decide not to remove him, the rate of pay will remain at time and one-half until such time as he is removed, or the job is completed. The said tradesman would have the option of completing his shift or going home after 8 hours.

2. A Day Worker called in to take care of emergency situations will be informed by the supervisor of the nature of the work and the estimated duration.

***Item #14: EMERGENCY RESPONSE TEAM***

Effective May 1, 2018: Increase shift premium to \$0.65 per hour.

Effective May 1, 2020: Increase shift premium to \$0.80 per hour.

The bonus will be paid for all hours worked by designated members of the Emergency Response Teams as long as they remain so designated.

Emergency Response Team (ERT) members must attend all required training and cannot miss more than three (3) practices per year to remain designated as an ERT member.

Designated Emergency Response Team:

1. Shift Millwright and Shift Electrician
2. 6 Volunteer Emergency Response Team Operators per crew

As it is recognized that firefighting is the responsibility of all employees the Company will provide additional accidental death and dismemberment insurance in the amount of \$100,000 for all employees only on claims arising from firefighting activities including practice. Premiums will be paid by the Company.

### ***Item # 15: Car Wash***

1. The Company will maintain the existing car wash and vacuum cleaner. The car wash will operate as weather conditions permit.
2. Car wash tickets will be issued to every employee once per month. This will only apply during the winter months while the Company car wash is inoperative. Tickets will be issued to those employees who work during the pay period and are non-redeemable. Tickets will be valid until September 30<sup>th</sup> following the winter in which they were issued.

### ***Item #16: Cold Weather Clothing***

The Company will amend its divisional practice to increase the amount of reimbursement to employees for cold weather clothing (jackets and/or pants) on a 50/50 cost sharing basis for purchases of up to \$250 once every five (5) years.

### ***Item #17: Safety Meetings***

Safety meetings will be held on site and the Company will pay all contractual remuneration.

### ***Item #18: Student Memorandum***

Only students in full time attendance at an accredited educational institution will qualify under this provision. This item does not apply to those enrolled in 'online' or 'distance learning' programs.

The Parties agree that students hired for the summer months must terminate their employment at the end of their allotted work term. Students as defined above will not have access to or be covered by those articles of the Mackenzie Pulp Agreement dealing with the probationary period, job postings and overtime distribution.

Any student who wishes to be considered for permanent employment must terminate and then re-apply through regular channels. This agreement also covers students employed as weekend janitors.

**Item # 19: Seniority**

1. Seniority dates will be based on the following:

- (a) Plant. Date of Hire.  
When two or more employees are hired on the same date, seniority will be determined by random selection.
  
- (b) Department:  
First day of a permanent assignment to a job in a new department

The following will be considered departments for the purposes of this section:

- |                       |                     |
|-----------------------|---------------------|
| 1. Power and Recovery | 9. Millwrights      |
| 2. Pulping Line       | 10. Machinists      |
| 3. Bleach Line        | 11. Carpenters      |
| 4. Machine Room       | 12. Painter         |
| 5. Mill Stores        | 13. Electrical      |
| 6. Lubrication        | 14. Instrumentation |
| 7. Welding shop       | 15. Lagger          |
| 8. Pipefitters        | 16. Production      |

Job: First Day of a permanent assignment to a posted job or to a higher job in a line of progression.

Job Seniority shall only be applicable in the following departments:

- Power and Recovery
- Pupling Line
- Bleach Line
- Protection
- Mill Stores
- Machine Room

Note: Changes in the above from the previous Memorandum of Agreement will not affect existing seniority lists.

2. Employees promoted to a permanent staff positions shall retain their bargaining unit seniority for a period not exceeding nine hundred (900) hours.
3. Employees transferring from one department to another shall retain their former departmental seniority for a period not exceeding sixty (60) days.

***Item #20: Power and Recovery – Seniority***

1. New employees who post into Power and Recovery after December 1, 2013, may move into a position based upon their Certification. Current Power and Recovery employees, as of November 30, 2013, have the right to bump promoted employee out of the position when the senior employee attains the proper Certification.
2. Effective December 1, 2013, employees that post to the Power and Recovery as a Utility must have a 4<sup>th</sup> Class Certificate from

recognized institution. Current employees wishing to complete this course will be provided with course materials by the Company, with personal re-imburement if the course is not completed successfully in a one year period.

3. The current 4 year clock for current Power and Recovery employees will be restarted, from December 1, 2013, in which to attain a 3<sup>rd</sup> Class Certificate. Future employee that post into Power and Recovery after December 1, 2013, will have 36 months following successful completion of 4<sup>th</sup> Class Certificate in which to attain a 3<sup>rd</sup> Class Certificate.

### ***Item #21: Hiring and Terminations***

Company will provide an up-to-date monthly list of changes in employee complement. One copy will go to the main bulletin board and one copy to the Union Office.

### ***Item #22: Clothing***

1. Clothing suitable for chemical protection will be available to employees working on jobs which require such protection.
2. Leather armllets or jackets and gloves, protective goggles and helmets will be issued where necessary for use by welders.
3. Hooded coveralls will be made available when required.

4. All employees will be entitled to three (3) pairs of cloth coveralls per year, upon return the worn out coveralls.
5. Leather pants will be available to welders at the Company's actual cost.
6. Clothing damaged in progress of work in a situation where protective clothing would not normally be worn and where natural care had been taken by the employee will be replaced.
7. Leather gloves (Ranger Stag or equivalent) will be issued to Power and Recovery Operators where necessary.
8. For those employees covered by sub-section 4 above, the Company will pay for cleaning up to three (3) pairs of coveralls each week. Bins will be provided for picking up their cleaned coveralls. (This means the Company will be billed direct for the cleaning of coveralls.
9. Protection Officers will be issued "blues" on the following schedule:
  - (a) Three (3) shirts and three (3) pants every year.
  - (b) One (1) winter parka and one (1) light fall jacket as required but on the minimum of every two (2) years.

### ***Item #23: Safety Glasses***

1. The Company will select an optical supplier through which employees may purchase safety eyeglass frames and lenses for use on the job. The Company will bear the cost of safety frames, side shields and safety lenses that meet mill requirements. Safety lenses will include all prescription lenses, bifocals and progressives if personal wear glasses are progressives.
2. Employees whose glasses are damaged as a result of an “on the job” accident will apply to the Workers Compensation Board for compensation.
3. Where safety eyeglasses become un-serviceable as a result of unusual and unavoidable work hazards, such as welding splatter, the Company will pay the cost of replacing the employee’s prescription glasses.
4. Damaged lenses or frames will be replaced a maximum of once per year upon return of the damaged eye wear to the Company.

### ***Item #24: Codification of Local Items***

This Agreement is to be issued in booklet form as part of the Mackenzie Pulp Agreement, within six (6) months of ratification.

### ***Item #25: Ovens***

The company will provide microwave ovens in the following areas only:



Maintenance Lunch Room  
Pulping Group Control Room  
Dry End Control Room  
Wet End Control Room  
Power & Recovery Control Room

***Item # 26: Safety Footwear***

The Company will assist in the purchase of safety toed boots or shoes by refunding 60% of the cost of each pair of safety toed boots or shoes purchased by the employee for his personal use at any retail store upon valid receipts being presented to the Payroll Department. The footwear purchased will not exceed \$350.

***Item #27: Job Freezing***

The intent of this Agreement is to establish procedures for the processing of freezing and unfreezing requests and to establish guidelines for decision making on such requests.

The Parties agree that:

1. Job Freezing should be discouraged by both parties and that only well substantiated requests will be considered. In the consideration of any freezing or un-freezing request the Company and/or the Union shall have the right to require the applicant to supply specific medical evidence in the support of his case. Such evidence shall not be published in Standing Committee Minutes.

2. Applications to freeze or un-freeze must be made in writing by the employee concerned to his supervisor.
3. All cases of freezing shall be taken up before the Standing Committee and dealt with by that body.
4. Where a freezing position is not suitable the employee will be assigned to whatever utility position his seniority will hold. His rate will be the rate of his regular job at the time of the move-back for a period of twelve (12) 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 previous job and the rate of his new job. At the end of this eighteen (18) month period, the rate of his new job will apply.
5. A frozen employee will be junior in department seniority to those employees who have by-passed him in permanent moves.
6. An employee frozen in a position will not relieve up.
7. An employee not wishing to continue in his present line of progression may revert to utility at the utility rate.
8. An employee may not be frozen in a position for less than one year. To unfreeze an employee shall again make written application to his supervisor and the case shall again be taken up by the Standing Committee. Frozen positions may be open to

review annually subject to agreement of the Standing Committee.

### ***Item #28 - Job Posting***

#### 1. Permanent Posting

- (a) An employee who has been selected for a posting will have thirty (30) days to decide if he will stay on that job.
- (b) Once an employee accepts his initial posting, with a 30 day period, that employee then forfeits the 30 day right for all future postings. Once the employee accepts and starts training in the subsequent posting, he does not have the right to return to his former job and is considered permanent.
- (c) An hourly employee may apply for an apprenticeship.
- (d) If two different jobs are posted within the same week, an applicant may post or apply for both jobs. When job postings are separated by more than a week, applicants may not await the outcome of the second posting before deciding on the first.
- (e) A posting will remain valid until a candidate accepts the postings and starts training on the new job. Should the posting fail to produce a qualified applicant then the Company will hire from the outside to fill the job.

- (f) When a vacancy occurs, the Company will post the position on the bulletin boards within seven (7) days and the postings will remain posted for ten (10) days.
- (g) To decline a posting one must do so in writing.
- (h) No vacation request can be approved in a new department until the employee has become permanent to that department
- (i) Once a posting has been awarded, the Company will have a maximum of sixty (60) days to move the employee into their posted position/apprenticeship.

In special circumstances where the Company is unable to release a successful applicant within the sixty (60) day time frame, the matter will be referred to Standing Committee within the first thirty (30) days and will only be extended once for a further sixty (60) day period.”

## 2. Temporary Vacancies

- (a) Vacancies will be filled from the bottom for a maximum of six (6) months.
- (b) Temporary vacancies in the stores department will not be posted, and will be filled by a trades utility or a training relief.
- (c) An employee who fills a temporary posting will remain in the temporary posting until:

- The incumbent returns; or
- They are awarded a permanent posting

If there are no candidates for the temporary vacancy, the bottom position shall be filled from the Training Relief Pool.

- (d) Should there be more than one temporary position in a department, the first employee into the department will be the last one to leave upon the incumbent's return.
- (e) Temporary vacancies in the Protection Department will be filled by a qualified employee first.

***Item #29: Shift Labour Utility***

The Parties agree to the following:

1. For the purpose of posting, the entry level position in each of the following departments will be a Machine Room Utility, Power and Recovery Utility, Pulping Group Utility, Bleach Utility.
2. When one of the above positions becomes vacant, it will be posted as a biddable job open to employees in the bargaining unit. Selection will be based on mill seniority.

For a Power and Recovery Utility vacancy, as of December 1, 2013, employees must have a minimum of a 4<sup>th</sup> Class Certificate from a recognized institution. Current

employees wishing to complete this course will be provided with course materials by the Company, with personal re-imbusement if the course is not completed successfully in a one year period.

3. An individual will begin to accumulate seniority in the department as soon as he starts in the posted job.

Note: For clarification only, utilities can be accessed from any department and used where necessary, as determined by mill supervision, for daily work assignments.

### ***Item #30: Apprenticeship Selection***

It has been agreed that apprentices will be selected on the basis of the criteria listed below. The maximum number of points for each item is indicated.

#### **A. Education**

Grade 10 - 0 points  
Grade 11 - 6 points  
GED - 8 points  
Grade 12 - 10 points

Note: A candidate may not be considered for an apprenticeship without documentary proof of a Grade 10 standing.

#### **B. Seniority**

Any employee who has completed his probationary period is eligible to apply for an apprenticeship. Seniority will be measured from the date the apprenticeship posting comes down. One and one half (1.5) points for each year of mill

seniority to a maximum of fifteen (15) points.

### **C. Pre-Apprenticeship Training**

Any candidate who has successfully completed a recognized pre-apprenticeship course shall be awarded eight (8) points. The eight (8) points is if the pre-apprenticeship is in the specific trade. A candidate may receive up to a maximum of five (5) points for successfully completing a related pre-apprenticeship course.

Additional points will be awarded for meeting ITA (Industry Training Authority) pre-program recommendations to a maximum of 10 points

### **D. Courses**

(Technical, University, College, Vocational and Night School)

Any candidate who has successfully completed one or more courses from the classifications listed above may be awarded points to a maximum of ten (10). Points will be awarded by the apprenticeship Committee and will be based on the relevance of the course(s) to the apprenticeship applied for.

### **E. Point Allotment**

Points awarded under sections A through E will be reviewed with the Apprenticeship Selection Committee before a candidate is required to write the tests.

### **F. Tests**

There will be six different tests. The tests will be scaled and a maximum of nine (9) points per test awarded. An average of four (4) must be obtained in the two aptitude/interest tests before an applicant can qualify for an apprenticeship.

To qualify for an Electrical or Instrumentation apprenticeship an applicant must score six (6) or higher of the General Learning Test.

Employees may write the tests twice provided at least one year has passed from the date of the first writing. With documented proof of upgrading an employee may write the tests for a third and final time.

### **G. Marking Tests**

A union member of the Apprenticeship Selection Committee shall assist in the marking of the tests.

### **H. Test Results**

An individual's apprenticeship test results shall be made available to the applicant upon request.

### **I. Multiple Apprentice Postings**

When more than one trade apprenticeship is posted at the same time, interested employees must apply for each trade apprenticeship by completing a separate application form.

For example: If two millwright apprenticeships were posted at the same time, interested employees would fill out one application. If a Millwright and Electrical apprenticeship were posted and the employee was interested in both, two applications would need to be submitted.

### **J. Eligibility**

An employee will be eligible to receive only one apprenticeship sponsored through the mill.



***Item #31: Apprenticeship and Power Engineering School***

Where as a result of the apprenticeship school schedule starting after Monday or ending before Friday and reasonable transportation schedules prevent the apprentice from working the day before school starts or the day after school ends the Company will make up the apprentice's wages for such day on the basis of eight hours at the apprentice's regular straight time rate. The application of this provision will not result in an employee being paid more than 40 straight time hours in any one week. This provision will be for a maximum of one day at the beginning, and one day at the end of any one school session.

The Company will pay for one return air travel trip between Prince George and Vancouver for apprentices at school in the lower mainland only, if the employee is away at school for six weeks or more in duration.

***Item #32: Medical Travel***

The Company will institute the following coverage under the Extended Health Benefits Insurance effective July 1, 1979.

The Medical Travel program will continue to be administered by the Mill under the following terms:

1. Travel Beyond Prince George
  - (a) Where in the opinion of the attending physician treating a member employee and/or his registered dependents

adequate treatment is not available locally, transportation by regularly scheduled air, rail, or bus will be provided to and from the nearest locale in BC or Alberta equipped to provide the required and recommended treatment by a physician or surgeon within two months of referral.

- (b) Where necessary and at the request of the attending physician, provision for transportation of an attendant in connection with the aforementioned transportation of any employee or his registered dependents.
- (c) Reasonable fare allowances for transportation to and from the Hospital or Doctor's office will be provided.
- (d) Where transportation has been provided to the nearest locale where adequate facilities are available, provision for assistance regarding accommodation limited to commercial facilities for patients or attendants but not both (where the attendant is a member of the patient's immediate family) before and after medical treatment to a limit of seven (7) days. Included in the seven (7) days are, if necessary, two (2) nights in Prince George (one (1) going and one (1) returning). Sympathetic consideration shall be given on an individual basis to extend the seven (7) days maximum time. The criteria for this consideration shall be determined by the joint Union-Management Health and Welfare Committee.

- (e) Where an employee qualifies for transportation under section 1(a) above:
  - (i) he may elect to use his own vehicle and receive equivalent return bus fare from Prince George to the nearest locale in BC or Alberta equipped to provide the required and recommended treatment.
  - (ii) he may elect to have his air fare prepaid by the Company.

Any employee receiving transportation assistance beyond Prince George but not between Mackenzie and Prince George will be entitled to the flat rate of \$95.00 for the Mackenzie-Prince George return segment.

## 2. Travel to Prince George

- (a) Employees and/or their registered dependents referred to treatment as outlined in 1(a) to Prince George will be entitled to:
  - (i) A flat rate of \$95.00 per trip
  - (ii) Overnight accommodation limited to commercial facilities for up to two nights. Sympathetic consideration shall be given on an individual basis to extend the two (2) days maximum where the required treatment extends beyond this length of time.

3. Travel to Dawson Creek or Fort St. John

- (a) Employees and/or their registered dependants referred to treatment as outlined in 1 (a) to Dawson Creek or Fort St. John will be entitled to:
  - (i) A flat rate of \$100.00 per trip to Dawson Creek
  - (ii) A flat rate of \$115.00 per trip to Fort St. John
  - (iii) Overnight accommodation limited to commercial facilities for up to two nights. Sympathetic consideration shall be given on an individual basis to extend the two (2) days maximum where the required treatment extends beyond this length of time.

4. Travel Accommodation To and Beyond Prince George

- (a) Both parties agree on arranged accommodations by the company for the length of the current agreement.
- (b) Prearranged accommodations will be paid for by the Company subject to the conditions in (f) below. All accommodations will be booked through the Human Resources Department or the Management Secretary upon receipt of initialed travel forms.
- (c) The company will arrange accommodations of up to \$125.00

(Prince George and North) or \$125.00 (beyond Prince George) if a room is unavailable on short notice for treatment requiring accommodations.

- (d) If accommodations are not available at a place identified by the company, or if an employee elects not to stay at a chosen accommodation then a maximum of \$125.00 (Prince George and North) or \$100.00 (beyond Prince George) will be paid, upon receipt, to the employee towards other accommodations.
- (e) Accommodations will be provided during the non-winter season if the appointment is prior to 9:00 a.m. and prior to 11:00 a.m. during the winter months in Prince George.
- (f) The employee will cover the cost of cancellations or non-use of the provided room if sufficient notice isn't given to the company. Any costs incurred for damage to the room will be covered by the employee. Incidentals outside initial room cost will be covered by the employee.
- (g) Pre-authorization for air travel form to be signed by the Doctor and Human Resources, then taken to Cana Globe Travel.
- (h) The authorization for prearranged medical travel form must be signed by Human Resources or Management Secretary after being completely filled out in the appropriate areas by the employee and signed by the Doctor.

5. Referrals to Prince George, Dawson Creek or Fort St. John for Chiropractic and (by a dentist) for orthodontistry will be included as long as these services are not available in Mackenzie.

The following referrals will qualify as long as such treatment is covered by the Extended Health Benefit Plan: Acupuncture, Clinical Psychology, Speech Therapy, and Physiotherapy

6. Employees and/or their registered dependants who are receiving the services of a specialist outside of Mackenzie prior to a specialist of the same discipline being available in Mackenzie, may continue receiving treatment with the original specialist for the duration of the initial treatment. Any new or recurring ailment will be attended by the specialist in Mackenzie.

Should an employee choose to attend a specialist out of Mackenzie, no medical travel will be payable.

7. The premiums for this insurance will be paid by the Company.

Note: Refer to the Joint Policy on Prepaid Accommodation.

### **Definitions**

Registered Dependents shall be the same as defined under the Medical Services Plan of BC.

### ***Item #33: Employee Assistance Program***

The Company and the Union will continue the joint Company – Union Employee and Family Assistance Program with equal representation.

The program will identify employee problems at their earliest detectable stage and make referrals to the appropriate treatment resources.

### ***Item #34: First Aid Courses***

If response is sufficient the Company will endeavor to offer First Aid courses at times suitable to interested employees.

Employees who are ERT members will continue to earn the regular wages while attending the Level III First Aid course and writing the exams. Any other Employees who miss time as a result of being on leave to take the Level III First Aid Course and writing the exams, will be reimbursed lost wages upon successful completion. A Protection Officer who attends an Industrial First Aid course in Prince George will receive a living out and travel allowance equivalent to the government allowance for apprentices (see Exhibit D, Mackenzie Pulp Agreement)

Employees will be eligible for prepayment of an Industrial First Aid Course cost on the understanding that should the employee be unsuccessful in obtaining the First Aid Qualification, the employee will reimburse the Company for the full amount. Rewrites will be the responsibility of the employee.

A Protection Officer who is unsuccessful in passing the First Aid Exam will be allowed to stay in the Protection Department until the earliest rewrite can be arranged in Prince George or Mackenzie. During this period the Protection Officer will attempt a rewrite of the test. If unsuccessful at the rewrite the Protection Office will be allowed to receive 10 hours of instruction with a final rewrite. If unsuccessful he/she will no longer be considered part of the Protection Department and will use their seniority to enter as a training relief person.

***Item #35: Compressed Work Week***

For the purpose of a compressed work week schedule, the parties hereby agree to the following terms and conditions.

1. The compressed work week schedule may be canceled by either party with fourteen (14) days written notice. Extra cost and/or loss of efficiency could be reason(s) for discontinuance of the compressed work schedule.
2. Overtime will not be paid if incurred as a result of implementing or discontinuing the twelve (12) hour shift schedule. Employees entering or leaving the schedule eg. for relief purposes, will not be paid overtime for the ninth (9th) to twelfth (12th) hours of the shift but will be paid in accordance with Item 5(b).
3. It is understood by both parties that problems may arise during the operation of the compressed work week schedule.



Should this occur the Standing Committee will meet to discuss the problem to reach a satisfactory conclusion.

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 day off will effectively negate the benefits gained from the additional days free from work in the compressed work week.
5. (a) Overtime at the rate of time and one-half will be paid for all work in excess of twelve (12) hours in one day except:
  - (i) When such work in excess of twelve (12) hours is caused by the change of shifts.
  - (b) In order to maintain the 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.
  - (c) During maintenance shutdown of less than one (1) week some employees are assigned to work with maintenance as helpers and continue to follow their normal scheduled days of work and days off, but are assigned to the 8:00 a.m. to 8:00 p.m. shift. These employees will be subject to the terms and conditions of the compressed work week memorandum (i.e. overtime after 12 hours/day and 44 hours/week).

6. Tour workers who work in excess of twelve (12) consecutive hours shall have the option of receiving the overtime premium on the basis of Article VI of the Mackenzie Pulp Agreement or of receiving straight time for hours in excess of twelve (12) consecutive hours and taking equivalent time off 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.

7. When the Company changes an employee's shift schedule after the start of the week without notification being given during the first twelve (12) hours of his last shift preceding the new shift, the employee shall receive two (2) hours penalty payment at the straight time day rate for the first shift worked resulting from the change.  
If the change in 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.

8. (a) A hot meal, if not declined, shall be furnished at the usual time by and at the expense of the Company to any Tour Worker required to work more than thirteen (13) consecutive hours. If he continues to work, a meal, which shall be hot if practicable, shall be provided every four (4) hours thereafter.  
  
(b) Any employee called for an emergency before his shift commences, will be given meals, hot if practicable, at the usual meal hours, or as close to that time as can conveniently be arranged.
9. For the purposes of the twelve (12) hour shift schedule the payment of Night Shift Differential will be based on Tour Work being schedule 8-4, 4-12 and 12-8 in accordance with Article VII-Section 2, Paragraph (a) of the Mackenzie Pulp Agreement.
10. 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. Employees will not be on standby coverage on days off immediately prior to or immediately after their vacation, if other stand by coverage is available.
11. For the purposes of the twelve (12) hour shift schedule: Floating Holiday Entitlement will be sixty (60) hours, subject to all other conditions of Article XIX of the Mackenzie Pulp agreement.

12. Taking of Special (Personal) floating holidays, banked overtime and days in lieu of statutory holidays. The following rules will apply:

- (a) Floating Holidays, Banked Overtime, Days in Lieu of Statutory Holidays can only be taken off in twelve (12) hour units.
- (b) Employees will be permitted to group Floating Holidays, Banked Overtime and days in lieu of Statutory Holidays to facilitate taking them off in twelve (12) hour units.
- (c) At the end of the Contract Year, Floater and Bank Overtime hours not taken or hours less than twelve (12) will be paid to the employee (in the case of Banked Overtime the deferred half-time will be paid - see Item #6 above, except that an employee who has eight or more but less than twelve hours remaining will have the option of taking a twelve (12) hour shift off and be paid the number of hours remaining.
- (d) 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.
- (e) Employees may take four (4) hours from the above hours if so desired to supplement Statutory Holiday pay, if they would normally have worked a twelve (12) hour shift on that day.

- (f) A minimum of four (4) hours must be used when taking Floating Holiday time out of the grouped hours.
  - (g) With the above exceptions and those elsewhere in this Memorandum of Agreement all other conditions of the Mackenzie Pulp Agreement will apply to the matters covered in this Item No.12.
13. Any regular full-time employee who is required to report for jury duty, or who is required to appear as a Crown witness, on a day which he would normally have worked, will be reimbursed by the Company for the difference between the pay received for jury or witness duty and his regular straight time hourly rate of pay for his regularly scheduled hours of work necessarily lost. It is understood that such reimbursement shall not be for hours in excess of twelve (12) per day of forty-eight (48) per week, less pay received for jury or witness duty. The Employee will be required to furnish proof of jury or witness service and jury duty or witness pay received.

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

14. When a Statutory Holiday falls on an employee's regular day off, they may, if they elect to, take an alternate day off within the Contract Year, with the exception of the Easter Statutory Holiday which may be carried over into the next contract year.

15. The twelve (12) hour shift times of 8:00 a.m. to 8:00 p.m. and 8:00 p.m. to 8:00 a.m. will define a DAY as a period of twenty-four (24) hours beginning at 8:00 a.m. Sunday.
16. Weekly Indemnity benefits will continue to be calculated on the basis of seven (7) calendar days and that loss of income has occurred.
17. An employee who works up to twelve hours on a twenty-four (24) hour statutory holiday shall receive equal time off up to twelve (12) hours with pay at his straight time hourly rate, at a time mutually agreed upon by the employee and his supervisor. For the purpose of calculating 44 hours week overtime, the work week shall be reduced by the time off in any week in which such time is taken. The time off shall be taken within twelve (12) months following the statutory holiday.
18. In accordance with all the conditions of Mackenzie Pulp Agreement

***Exhibit "F" Item #31***

- (a) An employee who works up to twelve hours on a twenty-four (24) hour statutory holiday shall receive equal time off up to twelve (12) hours with pay at his straight time hourly rate, at a time mutually agreed upon by the employee and his supervisor. For the purpose of calculating 44 hours week overtime, the work week shall be reduced by the time off in any week in which such time is taken. The time off shall be taken within twelve (12) months following the statutory holiday.

## ***Call-In Procedure***

### **1. Production**

It is clearly understood by both parties that replacements must be available for relief purposes when required and that all of these replacements will come from employees on their scheduled days off. To ensure that such replacements will be available, relief employees, prior to going on their scheduled days off, will indicate to the supervisor when they will be available for work. In the event that the Company decides adequate relief will not be available, a member of the Union Executive will be informed immediately and through Local 1092 will cooperate fully to provide the necessary relief.

- (a) When a vacancy in a tour position requires overtime coverage of four (4) hours or less, and the vacancy is expected to extend to the normal change of shifts, the incumbent on the relieving shift will be given first option to provide coverage. If he is not available, or elects not to come in early, the call board will be used.
  
- (b) It is not the intention of the Company to operate each department more than two consecutive shifts on individual crews without filling the posted positions.

## 2. Maintenance Shift Relief

### (a) Scheduled Relief

“Day Workers” will provide relief for shift workers and will be chosen by consulting the overtime list. This will be the case regardless of the duration of the vacancy or whether overtime will be a consideration. If all others refuse, then the junior qualified man will cover the shift(s).

As stated in the Mackenzie Pulp Agreement ‘both parties are committed to maintain the principle of a basic work week of forty (40) hours; but agree that additional time

### (b) Short Notice Relief (defined as within the current week) for periods of one shift will be covered:

(i) On dayshift Monday to Friday 8:00 a.m. - 8:00 p.m. by moving up a day worker. On an emergency basis (notification not being given prior to the end of his last shift worked); he will be paid time and one-half for work over 8 hours in a day and will be allowed to bank after 10 hours.

(ii) On night shift Monday to Friday 8:00 p.m. to 8:00 a.m. and 8:00 a.m. Saturday to 8:00 a.m. Monday by:

(1) First accessing the shift man on his two middle days off. If he



cannot cover he will be charged with twelve hours of refusal.

- (2) Next, checking the shift schedule to see if the second shift person (on his day off) can cover. If he refuses he will be charged with twelve hours of refusal.
  - (3) If neither can cover, then the overtime list will be used, as per 2(a).
  - (4) If coverage is unavailable refer to the "Twelve Hour Memorandum Agreement".
- (c) Short Notice relief for periods of more than one shift but less than a tour.
- (i) Schedule a 'day worker' if the shifts to be covered will not result in overtime 2 hours shift change penalty and a maximum of 4 hours overtime).
  - (ii) If overtime is required then refer to 2(b) ii.
- (d) Short Notice Relief for periods of a tour refer to 2 (a).
- (e) When a 'day worker' has been given notice to cover three or more shifts on the compressed work week, then for the purposes of calculating overtime in that week, he will be treated like a 'shift worker'. See A 5 (b) above.

- (f) On shutdowns the shift tradesmen will maintain their schedule although they may be asked to work days instead of nights or vice versa. If called to work on their regular days off during the shutdown, then the tradesman will be treated as a shift worker. i.e. call time and overtime
- (g) In the event the Company decides adequate relief will not be available a member of the Union Executive will be informed immediately and through Local 1092 will cooperate fully to provide the necessary relief.

### 3. Protection Shift Relief

- (a) The Relief Protection Officer will provide relief in their respective departments. When overtime is required to cover a shift vacancy then the overtime list will be used.

As stated in the Mackenzie Pulp Agreement 'both parties are committed to maintain the principle of a basic work week of forty (40) hours; but agree that additional time may be worked'.

- (b) When functioning as a 'day worker' and required to cover an 8:00 a.m. to 8:00 p.m. shift on an emergency basis (notification not being given prior to the end of his last shift worked) he will be paid time and one-half for work over 8 hours in a day and will be allowed to bank after 10 hours.

- (c) When a 'day worker' has been given notice to cover three or more shifts on the compressed work week, then for the purpose of calculating overtime in that week, he will be treated like a 'shift worker'.

See A 5 (b) above.

- (d) In the event the Company decides adequate relief will not be available a member of the Union Executive will be informed immediately and through Local 1092 will cooperate fully to provide the necessary relief.

Note:

1. For the purpose of making an individual "whole" in a week make up shifts will be a minimum of 8 hours (ie. 36 hours + 8 hours = 44 hours).
2. It is clearly understood by both parties that replacements must be available for relief purposes when required.
3. See Call In examples in Policy & Procedure Manual.

### ***Item #36: Leave of Absence - Union Business***

Employees granted leaves of absence for union business will have their time lost from work submitted to the Company by the Union. The Company will pay the employees' wages for the time lost and will be reimbursed for these wages, by the Union, on a monthly basis.

### ***Item #37: Personal File Information Disclosure***

Employees who wish to review the contents of their personal files may arrange to do so through the Human Resources Manager.

The Company will not release personal information, other than standard employment verification information, to outside sources unless requested, in writing, to do so by an employee or required to do so by law.

### ***Item #38: Vacation Time***

The Company will advise an employee of the disposition of his vacation request within seven (7) days of receiving the application.

### ***Item #39: Power and Recovery Certificate Bonus***

Employees outside of the Power and Recovery Department who hold a valid Stationary Engineering Certificate will receive the Power and Recovery ticket bonus as outlined in Exhibit "A" of the Mackenzie Pulp Agreement.

### ***Item #40: Retiree Benefits***

The Company will provide the following for employees who have retired from active service in Unifor Local 1092 after April 11, 2010.

For the lifetime of the retired employee and his/her spouse at the time of retirement:

1. Full premium payment for BC Medical Plan for the retired employee and eligible dependents.

2. Full premium payment for a basic extended health benefits plan for the retired employee and eligible dependents.
3. Retirees who elect to reside outside the province will, upon receipt of proof of medical & extended health plan participation, be reimbursed to a maximum of the equivalent of BC premiums.

***Item #41: Joint Policy Manual***

It is understood by both parties that the intention of the Joint Policy Manual is to clarify the working practices at Mackenzie Pulp.

These policies can be updated or changed by Standing Committee with the intent of clarifying a practice or policy.

A policy may be cancelled by either party, should it become unworkable, provided there is an attached cancellation clause.

***Item #42: Maintenance Rest Time – Day Worker***

Maintenance day workers will be paid rest time under the following conditions and criteria:

- (a) The employee is regularly scheduled to work the next day.
- (b) The employee is called in between 12:00 AM (Midnight) and 4:00 AM.
- (c) Rest time hours will be the equivalent of hours worked to a maximum of six (6) hours.

- (d) Rest time must be taken at the start of the regular shift, or at the conclusion of the call-in job if it extends beyond the start of the regular shift.
- (e) Rest time cannot be banked to be taken at a later time or date.

***Item #43: Sunday Letter***

The Sunday Letter as provided for in the Statement of Policy of the Mackenzie Pulp Agreement under Article VI (Hours of Work) will apply at the Company's Mackenzie Pulp Operation.

***Item #44 Fitness Credit***

Health and Wellness

The Company will provide an annual reimbursement of \$100.00 (one hundred) dollars to each employee who purchases a membership at a fitness facility. Reimbursement will be made upon presentation of a receipt.

**EXHIBIT "G" – PAID EDUCATION LEAVE**

**Paid Education Leave**

The Employer agrees to pay into an education fund an amount of three (3) cents per hour for all straight time hours worked to provide for a Unifor Paid Education Leave (PEL) program. Such payment will be remitted on a bi-annual basis into a trust fund established by the Unifor National Union effective from the date of ratification. Payments will be sent by the Employer to the following address:

Unifor Paid Education Leave Program  
205 Placer Court  
Toronto, ON M2H 3H9

The Employer will give special consideration in providing Education Leave for the members of a bargaining unit at the request of the Union. Candidates for PEL shall be selected by the Union to attend. The Union will provide written confirmation to the Employer of such selection. An application for PEL request will be made by the Union as far in advance of the date requested as is reasonably possible but no less than four (4) weeks in advance of the date the leave is requested for. Employees on PEL will continue to accrue seniority and service. It is not intended that leaves will exceed three (3) weeks.

## **MEMORANDUM OF AGREEMENT**

1. The Company will add a position to the Power & Recovery Line of Progression. This position will be the senior operating position. The additional position will mean that there will be two (2) panel operators. This operating position will be titled Assistant Shift Engineer and will work with the Shift Engineer in providing leadership and direction to the crews, as well as field assistance as required.
2. The Company will, on a without precedence or prejudice basis from both Parties, utilize non-Union operators in operating positions for a period of twenty-four (24) months or until adequate number of Union operators have been trained and have obtained proper certification. Extension will be by mutual agreement.

3. A comprehensive training program will be mutually developed between the parties and put into place, within 90 days of ratification, which will facilitate effective and efficient training in Power and Recovery. The training program is intended to assist operators in line of progression training and attaining proper certification. The program includes instructor led on-site and off-site classroom training and all related costs to be incurred by the Company. Training program progress to be monitored quarterly by both Company and Union.
4. Maintenance employees work schedule of 4 – 10 hour shifts will become a regular work schedule. The Company has the right to schedule employee on the work schedule, in accordance with language in the agreement and seniority rights.
5. The Company will apply the industry standard agreement and pattern agreement effective December 1, 2013

The Parties agree to extend the current contract until April 30, 2017

STATEMENTS OF POLICY 1945 2012  
MACKENZIE PULP LABOUR AGREEMENT

Taken from the Transcripts of Negotiations for Contract Years 1945 1952 inclusive and from Memoranda issued during subsequent Wage Conferences



\*\*\*\*\*  
Communications, Energy & Paperworkers Union  
\*\*\*\*\*

Pope & Talbot Ltd.  
Mackenzie Pulp Operation

## **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 194546 and the 194647 Joint Conferences "Statements of Policy" which were then to be approved by the National 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 readopted at subsequent Labour Conferences.

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

## **STATEMENTS OF POLICY**

### ***Article II - Definitions***

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

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

accordingly it is improper for supervisors normally to do the kind of work which is done by those defined as employees in the Agreement.

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

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

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

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

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

### ***Article V - Standing Committee***

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

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

- (c) Employees attending meetings during their time off will not be paid.
- (d) Where it is necessary to relieve an employee attending a meeting, the relief person 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.
- (e) The time of the meeting shall be determined by mutual agreement.

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

### **Section 2: Overtime**

It is hereby agreed by the Companies party to the BC Standard Labour Agreement that:

- (a) The hours worked on Sundays and on the recognized paid Statutory Holidays provided for in the above referred to BC Standard Labor Agreement will be used in the computation of the forty (40) hour work week.
- (b) The foregoing arrangement applies only to Sunday and recognized paid Statutory Holiday hours and no other hours on which time and onehalf has been paid, nor hours paid for Call Time, may be used for the purpose of calculating the forty (40) hour week.
- (c) 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 workweek shall start at 8:00 a.m. (or at the regular hour of changing shifts nearest to 8:00 a.m.) Sunday.

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

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

## 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 195253), even though time and one-half had been paid on it. They did not agree to include any other time on which time and one-half had been paid and there is no intention of broadening it at this time. On this principle, therefore, in the case above, the hours the employee worked on Tuesday, his/her designated day off, are eliminated from inclusion in the forty-four (44) hour week (amended to 40 hours 195253).

## **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/her mate who has given proper notice and the overtime worked by the Tour Worker extends into another day, he/she will still be paid at the rate of time and one-half.

Definition of What Constitutes a Mate at Powell River. (Page 312, 1950 Transcript)

In the case of the Block Loader, there are two men on one side and one on the other. These will be numbered 1, 2 and 3. No. 1 man relieves No. 1; No. 2 relieves No. 2; and No. 3 relieves No. 3. Relief of Mates. (Page 328, 1950 Transcript)  
The Company will do everything in its power to relieve men within twelve (12) hours when these men are working due to the absence of a mate.

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

- (a) Scheduling of Days Off. (Memorandum, 1953 Wage Conference)
- (b) The Manufacturers agree that the scheduling of days off shall be on a consecutive basis wherever practicable.
- (c) Sunday Running

At a meeting held in Vancouver, BC, on June 15th, 1953, between the representatives of the Powell River Company Limited and those of Local 142 of the United Paper-makers and Paper-workers, continuous operation of the paper machines was agreed upon in accordance with

an understanding as set out in the Minutes of the said meeting.

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

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

**Ten (10) Hour Shift Schedule**

The following terms and conditions will apply to those employees following the ten (10) hour day shift schedule.

1. General

(a) The Parties agree to the following terms and conditions with respect to employees who are assigned to a ten (10) hour day shift schedule for Maintenance Trades day workers and the following support group day workers:

- All positions in Mill Stores

(b) The ten (10) hour shift schedule is intended to be consistent with the terms and conditions of the Mackenzie Pulp Labour Agreement between the Parties, and is not intended to restrict the Company’s ability to schedule.

- (c) With the exception of the articles amended by this ten (10) hour shift schedule Memorandum, all other articles of the Mackenzie Pulp Labour Agreement apply.

## 2. Definitions

- (a) The word 'day' means a period of twenty-four (24) hours beginning at 7:00 a.m.
- (b) The word 'shift' means a scheduled period of ten (10) consecutive hours beginning at 7:00 a.m.
- (c) The normal schedule of work under this agreement is four (4) consecutive ten (10) hour days beginning Monday at 7:00 a.m. and ending Thursday at 5:00 p.m., followed by three (3) consecutive days off. It is agreed that there are specific areas where a different shift will be necessary. This shift is identified as four (4) consecutive ten (10) hour days beginning Tuesday at 7:00 a.m. and ending Friday at 5:00 p.m. Currently the areas where the two (2) shift scenario applies are mill stores. Other groups identified as requiring two (2) shifts will be brought to Standing Committee. No personal clean up time is provided.
- (d) The word 'week' means a period of seven (7) calendar days beginning at 07:00 hours on Sunday



### 3. Implementation Conditions

The implementation of this schedule will be on the conditions that:

- (a) This schedule shall apply to the Maintenance Trades and day worker group only, as defined in: (1) General (a).
- (b) Overtime will not be paid if incurred as a result of implementing or discontinuing the ten (10) hour shift schedule within one week (7 calendar days) in or out.

### 4. System of Schedules and Scheduled Days Off

The system of scheduling employees, and assigning an employee's days off will be to work a period of ten (10) consecutive hours of four (4) consecutive days starting Monday 7:00 a.m. to 5:00 p.m. followed by three (3) consecutive days off, or a period of ten (10) consecutive hours of four (4) consecutive days starting Tuesday 7:00 a.m. to 5:00 p.m. followed by three (3) consecutive days off.

### 5. Breaks

The ten (10) hour shift schedule will include two (2) meal/rest breaks of twenty-five (25) minutes each at 10:00 a.m. and 13:00 p.m. Meal/rest breaks may be adjusted for the purpose of accommodating emergency work. Adjusted meal/rest breaks will be without penalty to the Company and the Employee. An additional twenty-five (25) minute break

will be provided if an employee is asked to work overtime of more than one hours.

6. Call in System

As per the Collective Agreement

7. Shift Differential

As per the Collective Agreement

8. Overtime

Overtime at the rate of time and one half will be paid on the following bases:

- (a) For all work in excess of ten (10) hours in any one day or in excess of forty (40) hours in any one week. For work performed on an employee's designated day off as provided for in (2) Definitions, subsection (c) above.

9. Banking of Overtime

Employees working under this agreement, who work in excess of ten (10) hours in a day, shall be paid as per the Mackenzie Pulp agreement. The employee shall have the option of banking hours in excess of ten (10) hours and therefore be paid at straight time for those hours in excess of ten (10) hours and taking equivalent paid time off at the hourly rate for the job when the work was performed, at a time suitable to the employee and the Company. For review after a one (1) year period to determine if there has been a reduction in banking, with the

ability to re-enter discussions on banking of overtime.

#### 10. Overtime Meals

Any employees working under this agreement required to work more than one (1) hour beyond the end of their regular scheduled ten (10) hour shift, shall be furnished a hot meal (stored and heated on site) or a meal allowance. The value of the meal shall be maintained at the equivalent of the meal allowance as is the current practice.

The meal will be taken at the usual meal time (5:00 pm) furnished by and at the expense of the Company. If the worker continues to work, a hot meal or meal allowance will be provided every four (4) hours thereafter. The meal shall be eaten on Company time.

#### 11. Floating Holidays

Employees following the ten (10) hour shift schedule shall be granted five (5), ten (10) hour (Personal) Floating Holidays.

#### 12. Grouped Hours

For employees working under this schedule, the following rules apply to the taking of banked overtime and Deferred Statutory Holidays:

- (a) When only banked time off is requested, it must be taken in units of not less than two (2) hours.

- (b) Deferred Statutory Holidays will be taken in units of not less than eight (8) hours. This time may be coupled with accumulated banked overtime, Stat-in-Lieu time, unpaid leave, or any combination of these hours to facilitate taking time off in ten (10) hour units.
- (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 two (2) hours from accumulated banked overtime, Stat-in-Lieu time, unpaid leave, or any combination of these hours to supplement Statutory Holiday pay, if they would normally have worked a ten (10) hour shift that day.

### 13. Bereavement Leave

Compensation for bereavement leave as defined in Article XIII – Bereavement Leave in the Mackenzie Pulp Agreement will be for a maximum of thirty (30) hours (three (3) days).

#### ***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/she is reporting for his/her regular duties and then no work is provided. If the employee's regular duties consist of ship loading and bull gang work, he/she may be transferred from one regular assignment to another without penalty providing he/she obtains work on either job. However, while working on ships he/she will receive the ship rate and while working in the yard he/she 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/her election, he/she shall nevertheless receive the rate paid him on his/her 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/her regular shift" shall be considered to mean at that point when his/her pay stops upon being relieved by a mate.
- (ii) A Day Worker is called in on his/her designated day off reporting for work at 8:00 a.m. and working until 10:00 a.m. for which he/she received four (4) hours pay as the minimum allowance for an employee who starts work. If notification had not been given during his/her last shift preceding the work involved, he/she 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/her 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 85 or 84 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/her designated shift terminated at 12:00 noon and more than two (2) hours elapsed between his/her designated shift and his/her return to work.

### ***Article XVII - Statutory Holidays***

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

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

- (b) Clarification of What Repair Work May Be Done. (Page 240, 1948 Transcript)

In a case of an emergency involving the closing of the mill for a day or more and a loss of employment to a substantial number of men, employees are expected to perform repair work on holidays.

- (c) Clarification of Section 4. (Page 265, 1948 Transcript)
- (i) In the calculation of the forty-two (42) hour work week (amended to forty (40) hours 195253) the payment of holiday pay will not be used unless the employee actually worked Section 2(a) relating to the payment of Call Time to Tour Workers.
  - (ii) It is understood that an employee's vacation shall be exclusive of a paid holiday as recognized by the BC Standard Labour Agreement. Therefore, if one or more such holidays fall within the employee's vacation period, he/she 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/her vacation period when he/she 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 bonafide reason, the Company reserves the right to investigate the absence of the employee to decide whether or not he/she is entitled to holiday pay.
  - (iv) The sixty (60) day qualifying period referred to in Clause (a) refers to "calendar" days.
- (d) Clarification of Section 4(c). (Page 105, 1950 Transcript)



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

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

Unsafe Working Conditions. (Page 136, 1947 Transcript)

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

***Article XXX - Disciplinary Action***

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

Wherever practical, the Company will notify the Union Standing Committee of its intention to discharge an employee. Under certain well recognized circumstances where no premeditation is involved, it is permissible for the Company to discharge an employee immediately without recourse to the Standing Committee. The employee still has the right to present his/her

case to the Standing Committee for consideration and if deemed proper the Standing Committee may follow the usual grievance procedure.

**Article XXXI - Adjustment of Complaints**

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

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

**Exhibit "A"**

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

"An employee shall be considered as having been promoted to a higher rate job when he/she has taken over the duties and responsibilities of that job, without the guidance of the employee who is breaking him/her in. He/she 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/her 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/her scheduled work week hours in any one week, the employee has the right to come in or not to

come in and no penalty can be imposed by the employer for the failure of the employee to come in. It is understood, however, that the Companies are entitled to look for reasonable cooperation from their employees.

(b) Conflict Between BC Standard Labour Agreement and Transcript. (Pages 467, 1951 Transcript)

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

(c) Native Indian Employment

In response to a Union proposal relative to encouragement of Native Indians to seek employment, the Industry will participate with the National Union in a joint committee to function during the term of the 1970 Labour Agreements. The committee will be known as the Native Indian Employment Committee, and will consist of eight (8) members, four (4) representatives of the Unions and four (4) representatives of the Industry.

The purpose of the committee will be to examine problems relative to employment of Native Indians and make appropriate recommendations to the Company and Union to further this objective.

**RE: LETTER OF UNDERSTANDING -  
APPRENTICESHIP**

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 attending 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.

February 1, 1995

Mr. Brian Payne  
Vice-President  
Communications, Energy and Paper-workers  
Union  
#540-1199 West Pender Street  
Vancouver, B.C.  
V6E 2R1

Dear Brian:

**RE: LETTER OF UNDERSTANDING - REHIRING**

The following practice will be observed during the 1994-97 contract. "When hiring new employees, preference will be given to laid off former employees of the hiring mill in order of their previous mill seniority, providing:

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

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

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

Yours very truly,

Stuart Irving  
Mill Manager

February 1, 1995

Re: 1992 Union Agenda Item – Contracting Out

Mr. Brian Payne  
Vice-President  
Communications, Energy and Paper-workers  
Union  
#540-1199 West Pender Street  
Vancouver, BC  
V6E 2R1

Dear Brian:

**LETTER OF INTENT RE: CONTRACTING OUT**

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

Yours very truly

Stuart Irving  
Mill Manager

## **LETTER OF UNDERSTANDING FLEXIBLE WORK PRACTICES**

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.
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 BC. 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 Union 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, \$.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 that defines who is an Operator and who is a Maintenance employee shall apply to the payment of premiums. Maintenance employees will include all journey-persons as identified under Exhibit 1 - Definition of Mechanical Trades - of the Collective Agreement and roll balancers, lubrication mechanics, riggers, and saw-filers.

The parties agree that there will be no pyramiding of credits under the job evaluation plan for duties

that are being compensated for under the flexible work practices agreement, unless the changes constitute new regular job duties added to their classification as defined by the job evaluation plan. These new regular job duties must result from either new or changed procedures/ equipment or from the permanent reassignment of duties from another job classification.

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

10. Training programs implemented under point (6) are not intended to force qualification in another trade.
11. The Company agrees that no employee will lose their employment with the Company as a direct result of the implementation of flexibility initiatives under this letter. This provision applies to only those employees employed at the date of ratification of this Agreement.
12. No trades person or apprentice will be involuntarily displaced from their respective trade on a permanent basis as a result of the implementation of flexible work practices.
13. It is not intended that flexible work practices shall result in trades' person being assigned to a non-trades classification when someone outside of his/her trade is performing his/her 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.
17. The Company agrees to pay all reasonable expenses for the attendance of the Local President (or their delegate) and another member to attend the Joint Committee meeting.
18. 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

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.

January 27, 1995

**LETTER FROM PRESIDENT OF POPE &  
TALBOT LTD. TO THE CEP**

This is to confirm the agreement between the Company and your respective unions respecting the conditions that would apply to contracts coming onto the mill site to perform construction work or perform maintenance and repair work of a nature normally performed by employees in the bargaining unit. This agreement will prevail for the duration of the Collective Agreement. In entering into this agreement, the Unions acknowledge that, subject to contracting Article XXV, the Company retains the right to select contractors as it deems appropriate.

No aspect of this policy applies to contractors which are certified to a Union recognized by the Local Union, it being clearly understood that a Union's affiliation to the Canadian Labour Congress, BC 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 follow Code of Ethics. This Code defines the terms and conditions under which these contractors and their employees will be governed during the term of their contract.

## 1. Minimum Wages

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

## 2. Contributions to the Pulp & Paper Industry Pension Plan

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

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

## 3. Remittance to the Local Union

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

#### 4. Adherence to Safety Regulations

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

#### 5. Honouring 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.

September 3, 2002

David Coles  
Vice President  
Communications, Energy and Paperworks Union  
#540 – 199 West Pender Street  
Vancouver, BC V6E 2R1

**LETTER OF UNDERSTANDING -  
COMMITMENT TO EMPLOYMENT**

Dear David:

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

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

1. The Company and the Union will establish a joint committee on employment opportunities. The joint committee will be made up of Local Union representatives, Mill Management representatives, representatives of the CEP National office and Pope and Talbot Inc.
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.

Both parties undertake to give active consideration to all recommendations and vigorously work towards implementation of recommendations where agreement is reached.

Yours very truly

R. Thomas Boughner  
General Manager, Mackenzie Operations  
Pope & Talbot Ltd.

April 14, 1998

Mr. Brian Payne  
Vice-President, Region IV  
Canadian Paperworks Union  
#540 – 1199 West Pender Street  
Vancouver, BC V6E 2R1

**LETTER OF UNDERSTANDING - JOB  
SECURITY**

Dear Brian:

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 Union.

Yours truly,

Howard Burleigh  
Vice President  
Human Resources

September 3, 2002

## **LETTER OF UNDERSTANDING - TRADES QUALIFICATIONS**

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

The parties agree to work cooperatively on the issues of workplace and trades training. The Union and the Company agree that closer cooperation will help protect them against any changes that could negatively impact the skills' levels and portability of trades' persons in BC

The parties agree to the establishment of a committee comprised of management representatives of Pope and Talbot Inc. 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 all 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.

R. Thomas Boughner  
General Manager, Mackenzie Operations  
Pope & Talbot Ltd.

Dave Coles  
Western Region Vice President

November 15, 2017

## **LETTER OF UNDERSTANDING – OVERTIME DISTRIBUTION**

This Letter of Understanding is to confirm and clarify the agreement between the Company and the Union regarding the distribution of overtime in the Maintenance Department.

The Company and the Union agree to form a committee of equal members to discuss improving the current overtime distribution process in place. The Union members of the committee will be from the Maintenance Department.

Any proposed changes that are identified in the distribution of overtime will be brought to Standing Committee and will also have to be ratified by the members in the Maintenance Department before implementation.

Either party can cancel this agreement with thirty (30) days` notice.

**On behalf of the Union:** Jon Hawkins

**On behalf of the Company:** Doug Daniels

November 15, 2017

**LETTER OF UNDERSTANDING – FULL TIME  
SAFETY CHAIRPERSON**

This Letter of Understanding is to confirm and clarify the agreement between the Company and the Union regarding a Full-time Union Safety Chairperson.

The Company and the Union agree to explore the potential of a Full-time paid Union Safety Chairperson; these discussions will take place through the Joint Occupational Health and Safety Committee to determine the case study for the position and the parameters for the aforementioned position.

The Joint Occupational Health and Safety Committee will bring its recommendations to Standing Committee.

Either party can cancel this agreement with thirty (30) days notice.

**On behalf of the Union:** Jon Hawkins

**On behalf of the Company:** Doug Daniels

November 14, 2017

## **LETTERS OF INTENT**

### **RE: E.F.A.P.**

The Company and the Union commit to promoting an effective and collaborative Employee and Family Assistance Program (E.F.A.P). The Company will also continue to coordinate training for E.F.A.P. committee members. This training equips committee members in how to appropriately refer employees to professional E.F.A.P. services that can support them and their families.

### **RE: Steam Plant Vocational Leave**

The Company will continue to support Steam Plant employees in their endeavors to achieve their Power Engineering Certification(s). As required, the Company provides additional study time at work as operational conditions allow.

