

**2021 – 2025**

**JOINT LABOUR AGREEMENT**

**BETWEEN**

**SKOOKUMCHUCK PULP INC.,**

**AND**

**PUBLIC AND PRIVATE WORKERS OF CANADA,  
LOCAL 15**

In this collective agreement  
Skookumchuck Pulp Inc.,  
is referred to as “The Company”

*and*

P.P.W.C. Local 15  
is referred to as “The Union”

# LABOUR AGREEMENT

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# **LABOUR AGREEMENT**

## **ARTICLE I GENERAL**

### **Section 1: Purpose**

The general purpose of this Agreement is, in the mutual interest of the employer and employee, to provide for the operation of the Skookumchuck Pulp Operations, 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 and protection of property. It is recognized by this Agreement to be the duty of the Company and the employees to cooperate fully, individually and collectively, for the advancement of said conditions.

The Company and Union recognize their respective obligations and responsibilities to provide a work environment free from sexual or 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, managers, supervisors and others engaged in a supervisory capacity and it is recognized to be the duty of the Union to explain fully to its members, its and their responsibilities and obligations under this Agreement.

### **Section 3: No Interruption of Work**

It is agreed that there shall be no strikes, walkouts or other interruption of work during the period of this Agreement. It is agreed that there shall be no lockouts by the Company during the period of this Agreement.

### **Section 4: Human Rights Code**

The parties hereto subscribe to the principles of the Human Rights Code.

## **Section 5: Change of Employer Status**

In the event of a change in employer status, members of Local 15 will retain all of their rights under the Collective Agreement.

## **ARTICLE II - DEFINITIONS**

### **Wherever used in this Agreement, including Exhibits:**

(a) The word EMPLOYEES means all persons on the payroll of Skookumchuck Pulp Inc. located at Skookumchuck, excepting those engaged in administration, actual supervision, sales, engineering, research, accounting, clerical, stenographic and other office work or watchmen's functions, excluding those employed on jobs listed in Exhibit "A".

A complete list of the job categories and wage rates of the employees under this agreement is included in Exhibit A.

(b) The words TOUR WORKERS means employees when engaged in operations scheduled in advance for at least twenty-four (24) hours' continuous running; it being understood, however, that if a Tour Worker is temporarily assigned to work not connected with the continuous operation on which the employee is 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 work week begins.

## **ARTICLE III - BARGAINING AGENCY**

### **Section 1: Recognition**

The company recognizes P.P.W.C., Local 15, the union, as certified for a unit of its employees as defined in this Agreement.

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

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

## **ARTICLE IV - UNION SECURITY**

### **Section 1: Cooperation**

The Company will cooperate with the Union in obtaining and retaining as members the employees as defined in this Agreement, and to this end will present to new employees and to all supervisors the policy herein expressed. Any new employee shall be introduced to the shop steward by his supervisor within three (3) days of starting work.

- (a) A local union representative shall be given an opportunity to speak with all new employees during the employee's indoctrination.
- (b) The Company will cooperate with the local in booking individuals off for their attendance in union training.
  - Reimbursement of wages for union training will be paid by the union.

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

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

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

Any employee who fails to maintain his membership in good standing in the Union by reason of failure to pay dues or assessments

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

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

No employee shall be subject to any penalties against his application for membership or reinstatement, except as may be provided for in the Constitution and By-Laws of the Union.

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

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

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

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

- (1) The Mill Manager shall appoint a Company Standing Committee of four (4) individuals which shall represent the Company.
- (2) The Union shall select from its membership a Union Standing Committee of four (4) 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 to hourly paid workers 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 Articles XII and XIII of this Agreement.

- (b) For all work in excess of eight (8) hours in any one day or in excess of eight (8) consecutive, straight time hours.
- (c) For work performed on an employee's designated day off as provided for in Section 3 herein.
- (d) For work in excess of forty (40) hours average per week. By average is meant the number of weeks mutually agreed upon in advance as the correct schedule.
- (e) The Company agrees that employees may carry over Sunday Letter and statutory holiday time earned when sufficient straight time hours are unavailable that week. The hours may be carried over after the week in which they are earned provided a regular work schedule is being followed.

**(2) Tour Workers (8 hours shifts)**

- (a) For all work performed on Sunday (8:00 a.m. Sunday to 8:00 a.m. Monday) and on holidays as specified in Articles XII and XIII of this Agreement.
- (b) For all work in excess of eight (8) hours in any one day or in excess of eight (8) consecutive hours except:
  - (i) When such work in excess of eight (8) hours is caused by the change of shifts.
  - (ii) Overtime work by special arrangement between a Tour Worker and his mate to exchange shifts with the approval of his Supervisor, and when this can be accomplished without additional cost or penalty to the Company.
- (c) For work in excess of forty (40) hours average per week. By average is meant the number of weeks mutually agreed upon in advance as the correct schedule.
- (d) For work performed on an employee's designated day off as provided for in Section 3 herein.
- (e) For tour workers on a 12-hour compressed work week

schedule, refer to Addendum II, Schedule 1.

- (f) 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.

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

- (i) Tour Workers who work in excess of eight (8) consecutive hours shall have the options of:
  - a. Receiving a double time premium for hours worked in excess of eight (8) hours that will be paid out in the pay period in which the work was performed. If being paid at double time is not requested by the employee during the shift being worked, the time will automatically be banked at straight time.
  - b. 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 was earned, the Company shall pay the deferred one-half (1/2) premium pay. Tour Workers who choose to bank overtime may later re-elect to receive the deferred on-half (1/2) premium pay.

- (ii) For Tour Workers on a 12-hour compressed work week schedule, refer to Addendum II, Schedule 1.

- (iii) Day Workers who work in excess of ten (10) hours in a day shall have the following options of:
  - c. Receiving a double time premium for hours worked in excess of ten (10) hours that will be paid out in the pay period in which the work was performed. If being paid at double time is not requested by the employee during the shift being worked, the time will automatically be banked at straight time.
  - d. Receiving straight time for hours in excess of ten (10) 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 (1/2) premium pay. Day Workers who choose to bank overtime may later re-elect to receive the deferred one half (1/2) premium pay.

- (iv) When 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.
- (4) A Group Registered Retirement Savings Plan (RRSP) has been established for members of the union. Employees have, as a third option, the opportunity to contribute their equivalent banked overtime pay to this plan, in lieu of taking pay or time off with pay at a later date.

### **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.

The Company's policy is to schedule days off on a consecutive basis and every reasonable effort will be made to implement the said policy.

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-four (44) hours' notice must be given in advance of the new day or days off.

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

An employee may change his shift, day or days off by mutual arrangement with the foreman and shop steward of the department concerned without penalty to the company. The Company will consistently apply its policy on mutualling R Days throughout all departments.

- (b) Where a system of days off is now in effect, same shall remain in effect as long as mutually satisfactory to the signatory union and the signatory company.
- (c) When the Company changes an employee's shift schedule after the start of the week without notification being given during the first eight (8) hours of his last shift preceding the new shift, the employee shall receive two (2) hours penalty payment at the straight time day rate for the first shift worked resulting from the change.

If the change in shifts during the week is temporary, the penalty

payment is not payable for the second change in shifts when the employee returns to his previously established shift schedule.

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

- (d) 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.
- (e) The Company will cooperate with any Day Worker called in after twelve (12) midnight to ensure that this work does not preclude them working their 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**

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

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 reported to take on the responsibility of the position. If a Tour Worker does not report for their regular shift, their mate shall notify the foreman. The employee shall remain at their post until a substitute is secured, and, if necessary, they work an extra four (4) hours. If work in excess of twelve (12) hours is required by refusal of a mate to report in, or when no other qualified relief is available, then the employee shall complete the extra shift.

Supervision will make substantial efforts to secure a substitute and the Company agrees to discuss in Standing Committee mutually agreeable procedures to achieve this purpose.

Arrangements shall be made by the Company to provide a hot meal at the start of the extra shift and at each four (4) consecutive hour period thereafter.

In the event a tour worker cannot report for their regular shift, they will, if it is reasonably possible, notify their Supervisor or the office at least four (4) hours before their tour begins.

**(b) Day Workers**

Day Workers working 8-hour days 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 12:30 p.m. to 4:30 p.m., they shall be at t post ready to work at 8:00 a.m. and 12:30 p.m. and shall not quit work until 4:30 p.m.

- (c) Day Workers on 12 hour compressed work week dayshift schedules, refer to Addendum II, Schedules 2, 3, & 4.**

**Section 5 - Meals**

A hot meal shall be provided to an employee when they are required to remain at work for more than one (1) hour after completion of their shift. One additional meal shall be provided every four (4) hours thereafter. The meal shall be eaten on Company time.

If an employee is called in early, and less than two (2) hours' notice has been given, a meal shall be provided at each regular meal time.

**ARTICLE VII - WAGES**

**Section 1: Wage Scale**

The wage scale for the term of this Agreement is attached as

Exhibit "A" of this Agreement.

**Section 2: Shift Differentials**

**(a) Tour Workers**

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

	(% of base rate)
8:00 a.m. to 8:00 p.m.	2.50%
8:00 p.m. to 8:00 a.m.	4.25%

- (ii) Tour Workers on 8-hour shifts:

	(% of base rate)
8:00 a.m. to 4:00 p.m.	2.00%
4:00 p.m. to 12:00 a.m.	3.55%
12:00 a.m. to 8:00 a.m.	4.50%

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

	(% of base rate)
4:00 p.m. to 12:00 a.m.	2.25%
12:00 a.m. to 8:00 a.m.	3.25%

**(b) Day Workers**

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

	(% of base rate)
4:00 p.m. to 12:00 a.m.	2.25%
12:00 a.m. to 8:00 a.m.	3.25%

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

**(c) All Employees**

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

**Section 3: Job Evaluation Plan**

The Company and the Local Union agree to implement a job evaluation process consistent with the existing industry plan. The parties will constitute a committee to research job evaluation with the purpose of finalizing this process by April 30, 2003. Should a job evaluation plan be implemented, existing contract language will be amended or added to reflect the new plan. (See Exhibit E)

**ARTICLE VIII 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, they 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 IX 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 IX 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 XII.

### **Section 2: Payment**

- (a) The employee shall receive a minimum payment of four (4) straight time hours' pay including payment for Call Time and time worked.
- (b) The Call Time payment will not be added to or paid in lieu of allowances payable under Articles VI, VIII and X.

## **ARTICLE X 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.

## ARTICLE XI VACATIONS - Section I: Entitlement

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

An employee who is on the payroll on May 1st, who has been continuously employed during the qualifying period, and who has	Length of Vacation	Vacation Pay, greater of: % of the total wages earned by the employee during the preceding vacation period.	being the ) 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 40 hours 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	
<p>(B) been employed for less than one year but has worked not less than 1500 hours during the preceding vacation period</p> <p>or</p> <p>been employed for not less than one year and who has worked not less than 1200 hours during the preceding vacation period. The following hours will count as hours worked for the purpose of qualifying for a vacation: Vacations; Statutory Holidays; Special (Personal) &amp; Supplementary Special (Personal) Floating Holidays; Jury or Witness Duty; Bereavement Leave; Contractual Steam Plant, Apprenticeship and First Aid Leaves; Banked Days Off and Days Off in lieu of work performed on a Statutory Holiday;</p>			
	2 weeks	4-1/2% or 80 hours	
(C) qualified for his 2nd vacation under this agreement;	3 weeks	6-1/2% or 120 hours	
(D) qualified for his 7th vacation under this agreement	4 weeks	8-1/2% or 160 hours	
(E) qualified for his 14th vacation under this agreement	5 weeks	10-1/2% or 200 hours	
(F) qualified for his 23rd vacation under this Agreement	6 weeks	12-1/2% or 240 hours	
(G) qualified for his 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) and (G) above, be entitled to an additional amount of vacation pay equivalent to ten (10) hours' pay at the hourly rate of the employee's regular job in respect of the first week of his vacation.

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

In the event an employee's employment terminates either before they become entitled to a vacation with pay, or, being entitled to it, before they take it, they shall be paid on termination 4 1/2%, 6 1/2%, 8 1/2%, 10 1/2%, 12 1/2% or 14 1/2% (depending on whether 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 their termination in respect of which no vacation or vacation pay to which they remain entitled to has been paid or taken.

## **Section 4: General Rules**

- (a) The vacation period is May 1 to April 30.
- (b) Vacations with pay provided in accordance with Section 1 above for employees in category (A) may not be counted when determining whether an employee has qualified for the vacations provided under Section 1 for employees in categories (C), (D), (E), (F) or (G).
- (c) Vacations with pay are not cumulative and must be taken during the vacation period except as provided below:
  - 1) Vacations earned under Section 4(d)
  - 2) i) At the start of the vacation year, employees may elect to receive all, or 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 2 weeks per year for which the vacation pay in advance has not been paid. Employees may accumulate a maximum of 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 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. Vacation pay shall be paid to employees, upon request, within fourteen (14) days after May 1st, except as provided for in (m) below.
- (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 employees' wishes.
- (g) Time lost as a result of an accident recognized as compensable by WorkSafeBC, 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, or approved parental 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, or commencement of parental 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) Time on Leave of Absence for union business duly approved by the employer in writing shall be considered as uninterrupted service for the purpose of establishing vacation time off, during the year of his absence as well as in ensuing years.

**Vacation pay will apply as follows:**

- (i) For the period of the person's absence while in the employ of the Union, the Union will be responsible for payment of all vacation credits due to the employee.
  - (ii) On return to active regular employment, the employee shall receive vacation pay equal to the appropriate percentage of the total wages earned by the employee while actively employed by the Company during the vacation year.
  - (iii) Subsequent vacation pay will be paid on the basis that Company service was uninterrupted.
- (k) Employees will be allowed to take vacations on a tour basis.
- (l) An employee, who has not taken his full vacation entitlement and who is precluded from doing so before the end of the vacation year by reason of sickness or injury, may defer unused vacation time into the next vacation year. Such deferred vacation time must be taken at a time to be decided by the Company which will endeavor by discussion with the employee to arrange the deferred vacation to suit the employee's wishes. Pay for such deferred vacation shall be the same as if taken in the original vacation year.

- (m) 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 and will be paid out between May 15th - 31st of the vacation year.

### **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 XII 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. the 3rd 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.

### **Superseded by Letter of Understanding #11 JLA**

- (b) On Christmas Eve, Christmas Day and Boxing Day, operational and maintenance manning required will be identified on a schedule 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 them 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).
- (d) An employee shall have the option of taking equivalent time off if a statutory holiday falls on a regular day off.



#### **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. Employees who work Easter Monday will have until December 31st of the same calendar year to take this time off.
- (c) The time off and pay provided in (b) above replaces any time off and pay provisions in respect of the same statutory holiday work under current local arrangements.

#### **Section 5: Qualifying Conditions**

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

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

- (i) When the employee is on their regular authorized paid vacation;
- (ii) When the employee is unable to work by reason of an industrial accident as recognized by WorkSafeBC or non occupational sickness or injury;

**Note: WorkSafeBC and WI will not pay for Statutory Holiday if already paid by the Company.**

- (iii) When the operation in which the employee is engaged is curtailed or discontinued by the decision of the Company and which curtailment or discontinuance changes or eliminates the employee's scheduled work day before, or his scheduled work day after, such holiday;
  - (iv) When a trade in shifts agreed upon between employees and approved in advance by the Company results in a temporary change of the scheduled work day before, or the scheduled work day after, the holiday, provided the employee works the shift agreed upon;
  - (v) When the employee is on a leave of absence authorized by the Company.
- (d)** The employee who has been on the payroll for at least sixty (60) days but who has not previously qualified for a statutory holiday will qualify for the holiday if they have worked a minimum of one hundred 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 WorkSafeBC, suffered during the course of employment, or time lost

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

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

## **ARTICLE XIII 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 (personal) 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. Tour workers on Schedule 1 CWW Schedule will receive twelve (12) hours pay for Special (Personal) Floating Holidays.

Employees who work twelve (12) hour shifts on a relief basis will become eligible for twelve (12) hour special (personal) floating holidays based on the number of twelve (12) hours shift worked during the contract year.

Relief employees will begin the contract year with a credit of forty (40) hours in their personal floating holiday bank. For every thirty (30) twelve-hour shifts worked, an additional four (4) hours will be added to this bank to a maximum of twenty (20) additional hours, or sixty (60) hours in total. The employee would still only be eligible for five (5) special (personal) floating holidays and would schedule them as per normal practice. If the employee has hours

remaining in the bank after taking his/her (5) special (personal) floaters, these excess hours will be converted to banked time and placed in his personal banked time hour bank.

## **Section 2: Qualifying Conditions**

For each Special (Personal) Floating Holiday taken an employee will be granted eight (8) or twelve (12) hours' pay on the straight time rate of the employee's regular job subject to the following:

- (a) A new employee must have been on the payroll for not less than ninety (90) days to qualify for his first Special (Personal) Floating Holiday and on the payroll for one hundred eighty (180) days to qualify for his second, third, fourth and fifth Special (Personal) Floating Holidays.
- (b) Employees will not qualify for Special (Personal) Floating Holidays if on leave of absence of more than nine (9) months in the contract year except in the case of sickness or injury.
- (c) If an employee is required to work on any of these Special (Personal) Floating Holidays, after a definite date has been designated for such holidays, the employee shall be paid overtime for such work at the rate of time and one half. The employee will then be entitled to take 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 granting of Special (Personal) Floating Holidays. The employee shall receive written notice of the disposition of his request a minimum of seventy-two (72) hours prior to the requested Personal Floating Holiday.

## **ARTICLE XIV SUPPLEMENTARY SPECIAL (PERSONAL) FLOATING HOLIDAYS**

### **Section 1: Five Year Service**

After completing five (5) years of continuous service with the Company, an employee shall, in addition to the Special (Personal) Floating Holidays to which he is entitled under Article XIII of the Agreement, be entitled to one (1) Supplementary Special (Personal) Floating Holiday with pay each contract year, such special holiday 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.

An employee may elect to take his Supplementary Special (Personal) Floating Holidays as a vacation after completing five (5) years of continuous service with the Company. If an employee wishes to elect this option, he must advise the Company in writing of his election in advance for that five (5) year period. If an employee elects to take his Supplementary Special (Personal) Floating Holidays as a vacation, it 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.

### **Transition**

An employee, who has taken single days as Supplementary Special (Personal) Floating Holidays under previous Joint Labour Agreements within his current five (5) year entitlement period, will receive Supplementary Vacation proportionate to their remaining entitlement within that period.

### **Section 2: Ten Year Service**

After completing ten (10) years of continuous service with the Company, an employee shall, in addition to the Supplementary Special (Personal) Floating Holidays to which the employee is entitled under Article XIII of the Agreement, be entitled to two (2) Supplementary

Special (Personal) Floating Holidays with pay each contract year, 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.

An employee may elect to take his Supplementary Special (Personal) Floating Holidays as a vacation after completing ten (10) years of continuous service with the Company, and again on his fifteenth (15) year of continuous service with the Company. If the employee wishes to elect this option, they must advise the Company in writing of his election in advance for that five (5) year period.

If an employee elects to take their Supplementary Special (Personal) Floating Holidays as a vacation, it 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.

### **Transition**

An employee, who has taken single days as Supplementary Special (Personal) Floating Holidays under previous Joint Labour Agreements within his current five (5) year entitlement period, will receive Supplementary Vacation proportionate to his remaining entitlement within that period.

### **Section 3: Twenty Year Service**

- (a) After completing twenty (20) years of continuous service, employees shall be granted three (3) Supplementary Special (Personal) Floating Holidays; after completing thirty (30) years of continuous service, employees shall be granted four (4) Supplementary Special (Personal) Floating Holidays, and after completing forty (40) years of continuous service employees shall be granted five (5) Supplementary Special (Personal) Floating Holidays, each contract year.

- (b) After completing twenty (20) years of continuous service an employee may elect to take their Supplementary Special (Personal) Floating Holidays in one, two-, three-, four- or five-week periods, depending on entitlement. In order to do so the employee must advise the Company in writing of their election in advance for each five (5) year period. The Employee will be immediately entitled at the start of each five (5) year period to the number of days that would normally accrue to their credit during the said five (5) year period. If an employee elects to take their Supplementary Special (Personal) Floating Holidays in full week periods they 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 Holiday shall be taken at a time to be agreed upon by the Company and the employee.

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

If an employee is required to work on the special holidays provided under Section 1, 2 and 3 above, after a definite date has been designated for such holidays, the employee shall be paid overtime for such work at the rate specified in the Agreement.

#### **Section 5: Holiday Pay**

In addition to any other compensation earned, an employee entitled to the special holidays provided under Sections 1, 2 and 3 above will be granted eight (8) hours' pay on the straight time rate of his regular job for each such holiday.

#### **Section 6: Credit for Time Lost**

Time lost as the result of an accident as recognized by WorkSafeBC, suffered during the course of employment, shall be considered as time worked for the purpose of qualifying for the special holidays provided under Sections 1, 2 and 3 above, it being understood that the employee will only be entitled to this credit for time while on Workers' Compensation for a period of up to but not exceeding one (1) year from the date of their accident or injury.

## **Section 7: Service Period**

For the purpose of determining eligibility for the special holidays provided under Sections 1, 2 and 3 above, an employee's service shall be calculated from the date of their joining the Company.

## **Section 8: Partial Entitlement**

At retirement or termination from the Company, an employee shall be entitled to pay for Supplementary Special (Personal) Floating Holidays earned by completion of one or more five (5) year periods of service, but not taken, and to that portion of Supplementary Special (Personal) Floating Holiday pay proportionate to the number of years of service completed subsequent to their last five (5) year entitlement period.

## **ARTICLE XV WELFARE PLAN**

### **Section 1: Plan**

It is agreed that a Health and Welfare Plan will be established based on the principles set out in this Article and Exhibit "B".

### **Section 2: Board of Trustees**

A Board of Trustees will be constituted composed of two (2) members representing the Public and Private Workers of Canada and two (2) members representing the companies, who are members of the Health and Welfare Plan, are to be responsible for the selection of the underwriter or underwriters and the administration of the Plan.

### **Section 3: Interpretation**

The Board of Trustees will decide all questions arising on matters of operation, administration and interpretation of the Plan and their decision will be binding on both parties.

### **Section 4: Umpire**

Where a dispute is unresolvable by the Board of Trustees, it



shall be submitted to an umpire whose decision will be binding on both parties. The umpire shall be mutually acceptable and be experienced in the group insurance field.

Notwithstanding the above, an umpire shall not decide on matters affecting the overall cost of the Plan and benefits it provides, nor are they empowered to deal with matters properly handled through the Adjustment of Complaints Procedure of this agreement or matters that are properly dealt with through collective bargaining.

Should any conflict arise between the terms of the contract or contracts issued by the underwriter or under writers and the terms of the Plan, the terms of the Plan shall prevail.

### **Section 5: Portability**

The Plan will be on an industry basis and coverage will be portable in all units covered by Industry Labour Agreements. There will be no further waiting period for qualified employees changing employers within those covered by the joint industry plan.

## **ARTICLE XVI PENSION PLAN**

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

The Company agrees to contribute to a Pension Plan which will be established pursuant to the general principles set forth in the Pension Plan Summary dated December 6, 1975 and revised effective January 1, 1997.

### **Section 2: Contributions**

The Company contribution level will remain at 10% for the duration of the agreement. Employee contributions will remain at 8% for the duration of the agreement.

### **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. Effective May 1, 2003, the Board will consist of three (3) elected trustees of the PPWC, three (3) appointed trustees of the Unifor and three (3) appointed trustees of the member employers.

### **Section 4: Pension Bridging**

Bridging is paid directly by the Company to employees aged 61 (aged 60 effective May 1, 2008) or older who opt to retire early.

1. Effective May 1, 1997 the Company will provide a bridging supplement of \$20/month/year of service.  
The bridging will not be payable beyond age 65.
2. That subject to the foregoing amendment, the term annuity benefit is to be renewed.
3. Effective May 1, 2008 an employee who chooses to retire at age fifty-five (55) or later shall have access to the bridging benefit paid by the company when they reach age sixty (60).

### **Section 5: Pension Plan - Banked Overtime Hours**

Effective January 1, 1997, the employer agrees to submit a letter to the Pension Plan trustees recommending that banked overtime earned, when taken off the following calendar year, will be treated in a like manner to banked overtime hours taken off earned before the employee reached the 2080-hour cutoff.

### **Section 6: Pre-retirement**

The Company will implement a pre-retirement counseling program.

## **ARTICLE XVII SENIORITY**

### **Section 1: Principles**

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

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

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.

- (b) The Company and the Union recognize that it is desirable to reduce the effect of layoffs on employees and at the same time continue to recognize mill seniority, job qualifications and the role of lines of progression, job seniority and departmental seniority.
- (c) Arrangements to implement the above principles will be discussed by the Company and the Local Union.

### **Section 2: Job Postings**

- (a) Where job postings are required, they will be posted on the notice boards for a period of not less than two weeks.
- (b) Employees who may be absent from the mill by reason of Weekly Indemnity, WorkSafeBC, L.T.D. or vacations should advise Human Resources of their wish to be notified of any job postings.

(c) Refer to Bull Session Letter of Understanding # 28.

### **Section 3: Probationary Period**

- (a) Until an employee has been on the payroll of the Company for ninety (90) calendar days, or until they have accumulated sixty (60) working days in a one hundred and eighty (180) calendar day period, they shall be considered a probationary employee and shall have no rights under Article XVII with respect to seniority.
- (b) No person will be considered a probationary employee more than once without mutual agreement of the Company and the Union.

### **Section 4: 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 year's continuous service shall retain these rights for six (6) months from the date of lay off.
  - (ii) An employee with one or more year's continuous service shall retain these rights for twelve (12) months from the date of lay off, plus two (2) additional months for each year's 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 5: 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 four (4) 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) Where a layoff results from a permanent partial plant closure or a temporary closure in excess of ninety (90) days, the Company will participate in a program of training or retraining for another job within the operations of facilitate the exercising of mill seniority, recognizing there will be limitations where special qualifications are required. Phasing in arrangements to implement the program will be discussed by the Company and the Local Union and shall not exceed three (3) months from the date of closure.

### **Section 6: 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 7: Welfare Coverage**

- (a) An employee with one (1) or more year's seniority may have their welfare coverage continued for six (6) months while on layoff.
- (b) An employee with more than four (4) months but less than one (1) year's 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 paragraphs (a) and (b) above will on return to work have their welfare coverage extended by one month for each month in which they work.<sup>33</sup>

- (e) An employee whose welfare coverage under paragraphs (a) and (b) above has expired will on return to work be eligible for coverage for the period of their employment.
- (f) An employee will qualify for a new period of welfare coverage as provided in paragraphs (a) and (b) above if they return to work for at least ten (10) days within a floating period of thirty (30) consecutive days

## **ARTICLE XVIII 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 their 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: Bereavement Leave**

- (a) 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 the employee shall be compensated at their regular straight time hourly rate for hours lost from their regular schedule for a maximum of three (3) shifts.
- (b) 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, son in law, daughter in law, step parents, grandparents and grand

children. (Effective August 30, 2008 employee's immediate family for bereavement leave purposes shall include their spouses' siblings).

- (c) Compensable hours under the terms of the section 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.

### **Section 3: Jury or Witness Duty**

#### **(a) 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 they would normally have worked, will be reimbursed by the Company for the difference between the pay received in such duty and their regular straight time hourly rate of pay for their 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 their straight time rate of pay for their 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.

#### **(b) 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.

#### **Section 4: Steam Plant Leave**

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

#### **Section 5: Pregnancy/Parental Leave**

The Company will adhere to the British Columbia Employment Standards Act.

#### **Section 6: 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 (10) or more years' service will be given special consideration.

#### **Section 7: Time of Application**

An application for leave of absence shall be made by the employee as far in advance of the date requested as is reasonably possible under the circumstances.

### **ARTICLE XIX ENVIRONMENTAL COMMITTEE**

The Company agrees to establish a Joint Labour/Management Environmental Committee to review environmental issues at the Pulp Mill. The Committee will consist of two (2) elected Union representatives and two (2) management representatives. They will meet on a quarterly basis.

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



## **ARTICLE XX JOB SECURITY**

### **Section 1: Objective**

In view of the interest and concern by the parties in the impact on manpower and conditions of employment resulting from mechanization, technological changes and automation, it is recommended that the parties utilize to the best advantage of the Company and the employees all scientific improvements.

### **Section 2: Definition**

Technological change, which term shall include automation, mechanization and process change, or cumulative changes brought on by technology, 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 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 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 XVII Seniority.
  
- (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 set back 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 out lined 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 the last period of continuous service, it being the choice of the affected employee as to which of such methods of calculation is used:

<u>Years of Employment</u>	<u>Severance Allowances</u>	
	<u>Weeks/Yr. or</u>	<u>% of Earnings</u>
1st Twenty (20) Years	Two (2) weeks	4%
Subsequent Years	One (1) week	2%
MAXIMUM SEVERANCE ALLOWANCE	*52 weeks	2080 hours

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

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

Where an 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.

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 year from the date of termination. They may apply in writing at any time during the year, at which time their full severance allowance will be paid forthwith.

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

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

- (b) In the event that downsizing occurs under this article, the Company undertakes to discuss the application of severance pay provisions with the Union.
- (c) Such employees for whom no employment is available will be given at least thirty (30) days' notice of separation.

### **Section 7: Training**

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

## **ARTICLE XXI PERMANENT MILL CLOSURE**

### **Section 1: Notice**

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

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

Severance allowance will be calculated as follows:

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

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

Two (2) weeks' pay per year of service to a maximum of sixty (60) weeks.

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

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

## **ARTICLE XXII JOB ELIMINATION**

### **Section 1: Definition**

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

### **Section 2: Exclusions**

No payment will be made under Section 5 in cases:

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

### **Section 3: Notice**

The Company will advise the Standing Committee at least forty-five (45) days prior to such job elimination. Crew reduction will be in accordance with Article XVII 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 XVII Seniority, or
  - (ii) Severance allowance as per section 5 below.

Such employee must elect their option within thirty (30) days of notification that their loss of employment is permanent. If Option (ii) 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.

- (b) In the event that downsizing occurs under this article, the Company undertakes to discuss the application of the severance pay provisions with the Union.

**Section 5: Severance Allowance**

Severance allowance will be calculated by one of the two methods described in Article XX, Section 6, it being the choice of the affected employee as to which of such methods of calculation is used.

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

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

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

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.

No Payment will be made under Section 5 in cases:

- a) of curtailments of a temporary or indefinite duration,

however, curtailments in excess of one (1) year will allow employees the option of taking severance.

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

### **ARTICLE XXIII CONTRACTING**

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

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

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

- (ii) Working under the flexible work practice provisions does not mean that an employee has been displaced and is working outside their job category.
- (e) Notice of contracting form  
A standardized “intent to contract form” shall be utilized.

## **ARTICLE XXIV 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 "C", which is attached hereto and forms part of this Agreement.

### **Section 2: Industry Training Authority (ITA)**

The ITA will set standards for trades training Programs in BC.

## **ARTICLE XXV 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 XXVI SAFETY**

### **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 condition without being subject to discipline.



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

The Union and the Company shall cooperate in selecting a Safety Committee, which will meet at least once a month to consider all safety problems.

The parties to this Joint Labour Agreement agree to cooperation and exchange of information with others in the industry with respect to health studies.

## **Section 3: Safety Education**

The Signatory Union undertakes to promote safety education among its members in an effort to overcome accidents.

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

- (1) A joint labour/management Safety Conference of two (2) days will be held annually.
- (2) 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 for each mill.
- (3) 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.
- (4) 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.
- (5) The agenda shall address issues that will promote occupational health and safety in their respective work

places. Agenda items shall be submitted to the respective representative no later than November 30th prior to the conference.

- (6) 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.
- (7) This Planning Committee shall be composed as follows:
  - (a) One (1) Unifor Local Union member
  - (b) One (1) PPWC Local Union member
  - (c) One (1) Unifor representative from the Regional Office
  - (d) One (1) PPWC representative from the National Office
  - (e) One (1) Employer representative from the employer group
  - (f) One (1) Industry representative
  - (g) One (1) Conference Facilitator
- (8) The Occupational Health and Safety Conference shall be funded on the basis of an industry contribution of three cents (\$0.03) per employee per hour worked into a Jointly Trusted Occupational Health and Safety Conference Fund.

The funding shall provide that when the monies in the Jointly Trusted 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 Dollars (\$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 XXVII CAUSES FOR 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 them at any time after twelve (12) months.

In cases involving suspension, the disciplinary notice will re-main 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 Union Shop Steward is mandatory at any meeting during which an employee is disciplined.

For the purpose of this article, an information meeting will be deemed as any meeting prior to the commencement of the formal disciplinary procedure where information flowing from that meeting may be used against an employee at a later date.

Before any information meeting commences, the employee will be informed, by the employer, that it is their right to have a Shop Steward present. If, during the course of the meeting, the employee requests a Shop Steward, their request will be accommodated.

It is also understood that the employer may request a Shop Steward to be present.

## **ARTICLE XXVIII ADJUSTMENT OF COMPLAINTS**

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

**Step One** - Should there be any dispute or complaint as to the interpretation of any of the clauses of this Agreement, or any grievance arising out of the operation of this Agreement, except in cases of discharge or suspension, the employee shall continue to work as per the conditions existing prior to the time the dispute,

complaint or grievance arose, and such dispute, complaint or grievance shall first be taken up with the supervisor by the employee with or without the Shop Steward.

Any formal meeting to discuss a grievance shall be held in the presence of a shop steward

**Step Two** - If no satisfactory settlement is made, the employee may, within thirty (30) days, refer the question to the Union Standing Committee. Within three (3) days after written notification by either the Union or Company Standing Committee to the other of the existence and general outline of any dispute, complaint or grievance, the Company Standing Committee and the Union Standing Committee shall agree on a mutually satisfactory date for a meeting thereon, but in no case longer than five (5) days after such notice is given. Subjects not listed on the written notice shall nevertheless be dealt with.

**Step Three** - If the two (2) Standing Committees are unable to arrive at a satisfactory settlement within five (5) days, the question may, within thirty (30) days, be taken up directly with the Mill Manager.

**Step Four** - If the Mill Manager and Union are unable to come to a satisfactory settlement within five (5) days, the question may, within thirty (30) days, be referred to an impartial Board of Arbitration.

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 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 above, 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 will have the right to select one (1) member of this Arbitration Board and the Union shall select one (1) member, then the two (2) arbitrators thus named will choose a third Arbitrator who shall act as Chairman.
- (b) After the Board of Arbitration has been chosen by the foregoing procedure this Board shall meet and hear evidence of both sides and render a decision within fifteen (15) days after they have concluded their hearings, said decision to be final and binding upon all parties to this Agreement.
- (c) In the case of discharge or suspension which the Board of Arbitration has determined to have been unjust, the Board shall order the reinstatement of the employee and shall award themback pay. In the case of back pay, should there be any doubt in the opinion of the Board, the Board may order all or part back pay as it deems fit.
- (d) Should the parties be unable to agree on a third arbitrator, either party may request the Minister of Labour to appoint one (1).
- (e) The parties may agree to submit the grievance to a sole arbitrator.

#### **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. 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 themselves 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 within one (1) week after the hearing. The reasons need not be given at the same time as the decision.
- (f) The provisions of Section 4(c) as they apply to discharge, shall apply to this section.

### **Section 6: Minutes**

Approved minutes of Standing Committee meetings shall be signed by the Company and the Union. The Company agrees to post and distribute, in an expeditious manner, jointly signed and approved minutes.

### **Section 7: Agreements**

Disputes arising under signed, local agreements, which are supplementary to the Joint Labour Agreement, shall be subject to the grievance procedure contained herein.

## **ARTICLE XXIX – PULP PRICE TRIGGER BONUS**

Deleted without prejudice.

## **ARTICLE XXX DURATION AND AMENDING PROCEDURE**

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

This Agreement shall be in effect from midnight April 30, 2021 to midnight April 30, 2025 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 sub section (2) of Section 50(2) of the Labour Relations Code of British Columbia and Amendments thereto, is hereby excluded.

### **Section 3: Notice of Re Opening**

This Agreement may be opened for collective bargaining as to changes as follows: either party desiring any change shall mail to the other party notice in writing, by registered mail, on or after January 1, 2025 but in any event not later than midnight April 30, 2025 that a change is desired, and if no such notice is given by either party on or after the said January 1 and before the said April 30, the earliest time at which such notice may be given by either party is the corresponding period in the following year. All notices given under the provisions of this section on behalf of the Union shall be given by the President (or Vice President) of the Union, and similarly notices on behalf of the Company shall be given by the President of the Company (or their representative).

### **Section 4: Collective Bargaining**

If notice of desire for changes has been given in accordance with Section 3 above, the parties shall, as soon as agreeable to the parties following such date of notice, meet for collective bargaining, the Company being represented in such negotiations by a Bargaining Committee appointed by the Company, and the Union being represented by a Bargaining Committee selected by said Union. Any agreement on changes arrived at and approved in such negotiations shall be binding upon the parties to this Agreement. If such

negotiations cannot be completed prior to the May 1 following the date on which such notice was given, any changes in compensation to employees shall nevertheless be retroactive to the said May 1.

### Section 5: Termination

In case negotiations conducted in accordance with Section 4 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 Cranbrook, British Columbia

### Memorandum of Agreement between PPWC Local 15 and Skookumchuck Pulp 2021 – 2025

Subject to final approval by Company Management and Union Membership.

The undersigned agree in principle to the terms and conditions as laid out above.

  
For the Company, Curtis Jeffrey

  
For the Union, Gregory Ball

  
For the Company, Dan Kennedy

\_\_\_\_\_  
For the Union, Mark Berkhiem

  
For the Company, Jeremy Reid

  
For the Union, Art Burley

  
For the Company, Corey Miller

  
For the Union, Leighton Wilson

  
For the Company, Shawn Fenner

  
For the Union, Ryan Grier



**EXHIBIT 'A'**  
**JOB CATEGORIES AND WAGE RATES**

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

	<b>May 1/21</b>	<b>May 1/22</b>	<b>May 1/23</b>	<b>May 1/24</b>
<b>MECHANICS</b>				
Journeyman	44.970	46.095	47.245	48.660
<b>APPRENTICES</b>				
5th Year Apprentice	44.970	46.095	47.245	48.660
4th Year Apprentice	41.680	42.720	43.790	45.105
3rd Year Apprentice	38.310	39.270	40.250	41.460
2nd Year Apprentice	36.725	37.645	38.585	39.745
1st Year Apprentice	36.080	36.980	37.905	39.040
<b>LABOUR RATE</b>	32.090	32.890	33.710	34.720
<b>MAINTENANCE</b>				
Lubrication Mechanic:				
- after 3 years	41.875	42.920	43.995	45.315
Lubrication Inspector:				
60 days - 3 years	36.825	37.745	38.690	39.850
Oiler: 0 – 60 days	35.885	36.780	37.700	38.830
Trade Utility				
- After 18 months	35.885	36.780	37.700	38.830
- Next 12 months	34.610	35.475	36.360	37.450
- 0 - 6 months	34.540	35.405	36.290	37.380
Todano Crane Operator	39.705	40.700	41.720	42.970
Broderson Operator	36.420	37.330	38.265	39.415
<b>CHIP HANDLING</b>				
Chip Control Operator	37.000	37.925	38.875	40.040
Operator #2	35.525	36.415	37.325	38.445
Operator #3	35.235	36.115	37.020	38.130
Operator #4	34.915	35.790	36.685	37.785

	May 1/21	May 1/22	May 1/23	May 1/24
<b>YARD</b>				
Equipment Operator	34.630	35.495	36.380	37.470
Yard 2	32.620	33.435	34.270	35.300
Yard 3	32.090	32.890	33.710	34.720
Track Maintenance	35.525	36.415	37.325	38.445
Janitor	32.090	32.890	33.710	34.720

### **PULPING GROUP**

Pulping Group Operator #1	43.870	44.965	46.090	47.475
Pulping Group Operator #2	39.410	40.395	41.405	42.645
Pulping Group Operator #3	37.595	38.535	39.500	40.685
Pulping Group Operator #4	37.000	37.925	38.875	40.040

### **MACHINE ROOM**

Machine Tender	42.960	44.035	45.135	46.490
Back Tender	40.275	41.280	42.310	43.580
Baler	36.125	37.030	37.955	39.095
Trucker/Loader	34.330	35.190	36.070	37.150
Pulp Mill Utility/ Trucker	32.870	33.690	34.530	35.565
Pulp Mill Utility	32.089	32.890	33.710	34.720

### **POWER AND RECOVERY**

Control Room				
Engineer, 3 <sup>rd</sup>	46.240	47.395	48.580	50.035
Asst. Control Room				
Engineer, 3 <sup>rd</sup>	42.075	43.125	44.205	45.530
Recovery Assistant, 3 <sup>rd</sup>	39.085	40.060	41.060	42.290
Kiln/Recaust Engineer, 4 <sup>th</sup>	37.305	38.240	39.195	40.370
Field Engineer, 4 <sup>th</sup>	35.815	36.710	37.630	38.760
Sputman, 4 <sup>th</sup>	34.630	35.495	36.380	37.470
Sputman (no ticket)	33.445	34.280	35.135	36.190
Labourer Relief	32.090	32.890	33.710	34.720

### **TICKET INCREMENT**

The following bonus system will be paid to employees in the Power and Recovery Department who acquire steam tickets which are not required in their current position (no stacking).

1st class ticket - forty (40) cents per hour over job rate

2nd class ticket - thirty (30) cents per hour over job rate

3rd class ticket - twenty-five (25) cents per hour over job rate

4th class ticket - ten (10) cents per hour over job rate

	May 1/21	May 1/22	May 1/23	May 1/24
<b>TECHNICAL DEPARTMENT</b>				
Lab Technician	37.900	38.845	39.815	41.010
Chip Tester	32.870	33.690	34.530	35.565

**MILL STORES**

Mill Storesperson:

- over 18 months	34.630	35.495	36.380	37.470
- over 12 months	34.050	34.900	35.775	36.850
- 7 to 12 months	33.150	33.980	34.830	35.875
- 0 to 6 months	32.620	33.435	34.270	35.300

**MISCELLANEOUS**

Shift Personnel Assistant	35.815	36.710	37.630	38.760
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Provide a lump sum payment of \$5,000. for year 1.

Provide a general wage increase as follows:

2.5% effective May 1, 2022

2.5% effective May 1, 2023

3.0% effective May 1, 2024

Trades Adjustment

Applied before wage increases.

\$1.00 per hour, effective May 1, 2017

\$0.50 per hour, effective May 1, 2020

## **EMERGENCY RESPONSE CREW (ERC) PAY**

Reference to Bull Session letter #15.

Note: The parties agree to the recommendations made by the Job Evaluation Administrative Committee that the education credits for Steam and Power Certificates be changed as follows:

- Applied before wage increases.
- 2nd Class Certificate from 6 steps to 10 steps.
- 3rd Class Certificate from 4.5 steps to 8 steps.
- 4th Class Certificate from 2 steps to 4 steps.
- The Job Evaluation Directors have confirmed that a Job Field Survey will be conducted for Steam and Recovery jobs.

## **EXHIBIT "B"**

### **WELFARE PLAN**

This Exhibit sets forth the respective coverages, benefits, rights and obligations of the Company and its employees, effective January 1, 1977 under the Welfare Plan pursuant to Article XV of this Agreement.

#### **1. Compliance**

The Board of Trustees will use its best efforts to provide coverage in accordance with its obligations set forth in Article XV and Exhibit "B" of this Agreement, the coverages shall be subject to the usual and customary charges of the selected carrier or carriers.

#### **2. Coverage and Benefits**

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

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

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

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

Dismemberment 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 and provides coverage for quadriplegia, paraplegia and hemiplegia at 200%.

##### **(c) Non-Occupational Accident and Sickness Insurance**

The Welfare Plan will include Non-occupational Accident and Sickness Insurance benefit based on 62% of job rate with a cap of \$1000. The cap is tied to the yearly wage increase in accordance with

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

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.

Weekly indemnity benefits which begin prior to age 65 will continue until the employee has received at least 15 weeks of benefits, or until the employee is no longer disabled or retires, whichever comes first. 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 Plan is amended to provide for benefits for loss of time as a result of attempted suicide under the Plan Provisions covering mental illness. Coverage shall also include injury disability arising from attempted suicide.

**(d) Extended Health Benefits**

- (i) The Welfare Plan will include Medical Surgical coverage as required by the B.C. Medical Services Plan and an Extended Health Benefit Plan equitable to the standard plan provided by the Pacific Blue Cross, including Vision Care coverage for employees and eligible dependents. Effective July 1, 1984, the co insurance rate for hospitalization will be incorporated into the Extended Health Benefit coverage to a maximum of \$8.50 per day.
- (ii) The maximum benefit payable of \$200 per member or dependent in any calendar year will apply to any professional licensed to perform acupuncture in British Columbia.
- (iii) Lifetime maximum is increased to \$300,000 per person.
- (iv) Deductible is \$70 each benefit year per person or family.
- (v) Effective date of ratification the maximum payable amount on Vision Care will be increased to \$450 per member or dependent in any 24 calendar month period, and allow for the use of this for Eye Exams and laser Surgery Procedures.
- (vi) Psychologist Increase to \$1,000 annually.
- (vii) Increase orthotics maximum to \$300. per person in a benefit year.
- (viii)Hearing aids prescribed by an ear, nose and throat specialist, up to a maximum of \$600 per person over a period of 2 years. Repairs, batteries and recharging devices are included in this maximum.
- (ix) Paramedical Pooling  
Licensed physiotherapists, licensed massage therapists, licensed naturopaths, licensed occupational therapists, and licensed chiropractors – up to a combined maximum of \$750 per person in a benefit year. All other Paramedicals remain in place.
- (x) Birth control coverage to be covered by extended health benefits.

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

Weekly Indemnity benefits will be calculated at 62% of job rate with a cap at \$1,270 effective date of ratification 2021. The cap will then be indexed to the yearly wage increase:

	<b>Group Term Life</b>	<b>A.D.&amp;D.</b>
Date of Ratification 2021	\$114,840	\$114,840
May 1, 2022	\$117,720	\$117,720
May 1, 2023	\$120,660	\$120,660
May 1, 2024	\$124,280	\$124,280

(f) **Weekly Indemnity Benefit -  
The Weekly Indemnity benefit scale will be extended as follows:**

Date of ratification 2021	\$1270.00 per week
May 1, 2022	\$1305.00 per week
May 1, 2023	\$1335.00 per week
May 1, 2024	\$1375.00 per week

**Note:** The increases effective May 1, 2017 to May 1, 2020 reflect the benefit being increased in accordance with the general wage increases effective on those dates.

(g) **Dental Care Plan**

The Welfare Plan will include a Dental Care Plan which will reimburse members for expenses incurred on the following general principles:

- (i) Basic Dental Services (Plan A) Plan pays 90% of approved schedule of fees.
- (ii) Prosthetics, crowns and bridges (Plan B) Plan pays 50% of approved schedule of fees.



- (e) Orthodontic (Plan C) Plan pays 50% of approved schedule of fees to a maximum benefit of \$5,000 per person for all services provided by an Orthodontist.
- (f) 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 pre-existing gold restorations.

The Plan will not duplicate benefits provided now or which may be provided in the future by any government programs.

#### **(h) Long Term Disability Plan**

##### 1. Eligibility

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

##### 2. Level of Benefits

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

Employees who are under 60 years of age, will have their disability benefit recalculated annually on the job rate. The job rate will be tied to yearly wage increases.

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 employee's job rate in effect. Effective April 20, 1998, the Long-Term Disability Plan will assume all costs for completion of required forms to a limit of \$25 per form.

### 3. Elimination Period

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

### 4. LTD Benefit Payments

- (i) There will be a minimum of sixty (60) months of benefit payment for persons with sixty (60) or less months of service.
- (ii) Additional benefits will be paid on the basis of one (1) month for each two (2) months of continuous service beyond the sixty (60) months service with the member pulp and paper company up to the date of onset of disability.
- (iii) Benefits will be paid to age sixty (60) as a minimum if the employee does not have sufficient service to carry them further under (b) above. At the point when they run out of LTD benefits, they will retire.

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

### 5. Definition of Total Disability

- (i) The disabled employee's inability to perform the duties

of their own occupation for the first eighteen (18) months of LTD disability payments and thereafter their inability to perform the duties of any occupation for which they are qualified by education, training or experience.

- (ii) 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

- (i) All other disability income will include: CPP/QPP primarily disability pension benefits, Workers' Compensation, disability income from a group or association plan, disability income arising out of any law or legislation, and wage continuation or pension plan of any employer including the Pulp and Paper Industry Pension Plan. Private or individual disability plan benefits of the disabled employee will not reduce the benefit from this plan.
- (ii) In the event that all other disability income reduces the payment from this Plan below \$25 per month, this Plan will nevertheless pay a minimum of \$25 per month from the date disability income commences.
- (iii) 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

- (i) 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.
- (ii) 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 their doctor in consultation with the underwriter of the LTD plan.
- (iii) Rehabilitative employment will be deemed to continue until such time as the employee's earnings from rehabilitative employment exceed 75% of their 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:

- (i) War, insurrection, rebellion, or service in the armed forces of any country.
- (ii) Participation in a riot or civil commotion.
- (iii) 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 they were 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:

- (i) On termination of employment.
- (ii) On a date fifty-two (52) weeks prior to an employee's 65th birthdate.
- (iii) On the date leave of absence commences except as provided for in the Labour Agreement.
- (iv) On the date an employee is laid off except when an employee has requested continuation of coverage in accordance with section 6 of Article XVIII of the Labour Agreement, in which case coverage under the plan will

continue only for the periods specified in the aforementioned sections of the Labour Agreement. 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.

### **(i) Cost Competitiveness and Productivity / Retirement Health Care Benefits**

Local 15 and the PPWC and the Management of Skookumchuck Pulp Inc. will form respective committees to discuss issues affecting local operations and the pulp and paper industry in general. The committees will meet jointly once per quarter. Issues identified as local problems or bull session items will be addressed as is the normal local worksite practice. Items of a more global or main wage purview will be referred over to the next round of collective bargaining.

## **CONDITIONS FOR IMPLEMENTING THE PLAN**

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

- (2) When an employee becomes totally disabled under this Plan they shall have the option of taking all outstanding earned time off with pay, such as vacations, supplementary vacation, statutory holidays, special (personal) floating holidays, and any half-time portion of banked overtime.
- (3) Upon commencement of LTD benefits all terms and conditions of the Collective Agreements will become inoperative except where provided for in Article 4 (b), (c) and (d) below.
- (4) (a) Negotiated wage increases will apply as per Article 2 of the Plan Summary but subsequent increases in Plan benefits will not affect employees on LTD benefits.
- (b) Employees in receipt of LTD benefits from this Plan will continue to accrue credit under the Pulp and Paper Industry Pension Plan provided such employees are not in receipt of a disability pension under the Pulp and Paper Industry Pension Plan.
- (c) Employees in receipt of disability payments from this Plan will continue to be covered under their 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.
- (d) An employee returning to work from an LTD claim will return to a job their seniority, qualifications and ability to perform the work properly entitle them to.
- (e) Active claims as referred to in Section 10 of Exhibit "B" of the Labour Agreement will be defined as that period of time during which an employee is in receipt of weekly indemnity payments only.

**(j) Out of Province Travel Plan**

The Welfare Plan will include an Out of Province Travel Plan, as follows:

"When in the opinion of the attending physician and attending specialist a medical procedure is required that is not available in B.C., and is one for which the Medical Services Plan of B.C. will accept financial responsibility, the cost of travel and accommodation to the limits specified below will be paid for by the Plan. Where the attending physician specifies that an attendant is required, the travel and accommodation expenses for such person will be paid to the limit specified. The maximum limit under any one claim will be the return economy airfare or equivalent for patient and attendant, plus accommodation expenses up to a maximum of \$2,500. 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."

**(k) Retire Benefits**

Extended Health for retirees who retire after May 1, 2008. Effective date of the Plan is November 1st, 2008 and subject to a lifetime maximum of \$30,000.

**3. Waiting Period**

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

**4. Union/Management Welfare Committee**

A Union/Management Welfare Committee shall be established 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. The Union/Management Welfare Committee shall meet as necessary to



deal with questions which may arise concerning the operation of the Welfare Plan and to perform any service required by the Trustees to ensure the smooth running of the Plan.

**5. Changes in Classification**

The regular wage rate of the employee in effect on July 1 and January 1 will determine their entitlement to Group Life and Accidental Death and Dismemberment coverage as outlined in the schedule contained in Exhibit "B". Where an employee's regular duties consist of more than one job, their regular rate shall be deemed to be the average of the rates applicable to such jobs.

**6. Costs**

Net costs of the coverage 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 and Extended Health Benefit and Dental Plan

Company	100 %
Employee	Nil

Non occupational Accident and Sickness Insurance, Long Term Disability Plan

Company	70 %
Employee	30 %

**7. Distribution of Surplus**

The current practice for surpluses generated by the Health and Welfare Trust is for both parties to take a contribution holiday. It is agreed that the Union may use employee surpluses or increased employee contributions to improve benefits provided by the Health

and Welfare Trust. Such funds must be pooled separately in such a way that the additional benefits paid for by employees do not impact on the present or future experience of the base plan such that the employer's present or future costs would be increased.

## **8. Disputes**

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

## **9. Disputed WorkSafeBC Weekly Indemnity Claims**

If an employee covered by the Welfare Plan suffers a disability, payment for which is in dispute with WorkSafeBC, weekly indemnity payments under the Welfare Plan will be paid retro-actively 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 WorkSafeBC having accepted the claim.

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

## **10. 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.

### **11. Leave of Absence Full Time Union Employees**

Employees on leave of absence for the purpose of fulfilling duties assigned to them by the Public and Private Workers of Canada or the Local Union shall have their respective Welfare Plan coverage maintained at the mill while on such leave.

The coverage premium for these employees is to be paid by the National Office or the Local Union as applicable. The Company will submit an invoice monthly to the appropriate office.

### **12. Notice of Employees Receiving Benefits**

The Company will periodically provide the Local Union and Trustees the names of those employees receiving Non occupational Accident and Sickness Insurance, Long Term Disability Plan Benefits and WorkSafeBC Benefits.

### **13. Interpretation of "Company" and "Employees"**

For the purposes of the Welfare Plan, "Employees" includes qualified employees of the Public and Private Workers of Canada or any local thereof and "Company" includes the union employer of such employees.

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

Where a surviving spouse and dependents of a deceased employee are not covered by such plans by reason of their own employment, the company will extend the coverage under the Extended Health Plan, for twenty-four (24) months following the death, and the Medical Surgical Plan, and the Dental Plan for a period of twelve (12) months following the death.

### **15. Completion of Forms**

The Company agrees to 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 carrier.

## **16. Survivor Benefits for Work Related Death**

In the event of a work-related death (as defined by the WCB), the Company will continue the extended health benefits for all registered dependents until they reach the age of majority.

## **17. Subrogation**

Subrogation shall apply to both the Weekly Indemnity Plan and the Long-Term Disability Plan.

## **18. Optional Life Insurance**

The Company will provide employees the opportunity to purchase optional life insurance for themselves and their dependents through payroll deduction.

**EXHIBIT "C"**  
**APPRENTICESHIP TRAINING PROGRAM**

1. The purpose of the program is to provide tradesmen of the highest caliber.
2. The Apprenticeship Training Program will cover the trade where applicable as set forth below:

Electrician	Mason
Machinist	Carpenter
Pipefitter	Millwright
Instrument Mechanic	Heavy Duty Mechanic
Welder	Painter

**General Principles**

3. The period of Apprenticeship Training will be as defined by the ITA Branch for each trade. The apprentice will receive the journeyman's rate on successful completion of their apprenticeship or after successful completion of four (4) years, whichever happens sooner, only on the understanding that they complete their full term of training. If the apprentice refuses to continue their training, they will be removed from the program with no standing as a journeyman in their trade.
4. Training syllabus for each trade to be designed to meet the requirements of the particular trade involved.
5. All provisions of the appropriate labour agreements in effect at the mill concerned shall be applicable to Apprentices in the program.
6. Apprentices hired with previous training may be placed into the training program at a level determined by the Joint Apprenticeship Committee, with advice from the ITA.
7. Under the program, apprentices will receive rates as per Exhibit "A" of the Joint Labour Agreement.

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

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

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

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

- (a) The Company to establish in plant training programs to support the training syllabus as developed by the ITA for each trade involved. Supervision of the established program shall be the responsibility of the Joint Committee.
- (b) Set standards for entry into the Apprenticeship Program that are not inconsistent with the standards recommended by the ITA.
- (c) Carry out periodic reviews of the training programs at intervals of not more than three (3) months.
- (d) See that the required practical tests are carried out in cooperation with the ITA.
- (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 their requirements of time served.

### **Central Advisory Committee**

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

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

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

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

**11.** Upon completion of each period of training in an approved Vocational School, an apprentice will be required to pass examinations set by the ITA. 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 ITA authorities and will be required to be re examined within twelve (12) months. Failure to pass the second examination will result in a review of their position by the Joint Apprenticeship Committee and could result in their removal from the program. Employees who are removed from the program will be offered an entry job in keeping with their plant seniority.

- 12.** (a) Successful applicants will be assigned to a specific trade as a probationer for a two (2) month period. During the probationary period they shall receive the first year apprentice rate.
- (b) During each year of Apprenticeship, they shall work at

the trade and attend vocational school as required by the regulations pursuant to the Industry Training Authority.

- (c) Upon the successful completion of their term of Apprenticeship and receipt of their 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 they successfully pass 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. Successful completion of the fourth period of training at the vocational school and having spent twelve (12) months as a fourth-year apprentice, they 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 their final examination set by the ITA and, upon becoming certified, shall be designated as a certified journeyman at the regular hourly rate for "A" Mechanics.

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



## **Cost of Books**

**14.** The Company will pay 100% of the cost of text books specified by the ITA. The apprentice will keep these books as their personal property.

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

**15. (a)** 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 per day at the first-year apprentice rate on a seven (7) day basis while in attendance at school. The reimbursement will also apply to Steam plant personnel. This allowance will be paid for the duration of vocational training, regardless of whether the employee remains at school or commutes to and from school during the period of training. This allowance provided by the employer will not apply to any periods of retraining as specified in Item #11.

(b) The payment of this allowance is in addition to the payment of the employee's regular straight time rate, based on a forty (40) hour work week.

(c) The Company will reimburse for the costs of tuition and student fees.

## **General**

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

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

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

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

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

**17.** Testing of existing "A" and "A+" Mechanics for a certificate of competency shall be at the employee's option. Failure to have obtained a trade qualification certificate shall not prejudice the status of a journeyman within the pulp and paper industry. Should they 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 they shall receive pay, not to exceed four (4) hours, for time lost from work, if they are required to take the test during their regular work schedule. The Company will pay the fee cost of this first Tradesmen's Qualification Certification examination.

### **18. Letter of Understanding – Apprenticeship Training (2017)**

Should the employee choose to leave Skookumchuck Pulp Inc. prior to 24 months after receiving their 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 their Red Seal Qualification will be a debt owing to Skookumchuck Pulp Inc. Employees will need to sign a promissory note prior to commencement of their 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 "D"**

### **LEAVE OF ABSENCE FOR STEAM PLANT PERSONNEL ATTENDING VOCATIONAL SCHOOL**

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

During their first week at the school the employee will be evaluated by the school authorities to determine their knowledge of the subject, and if the evaluation is favourable they will continue their studies at the school during the two (2) 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 they 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.** Upon successful completion of the Department of Education Correspondence Course for a **THIRD CLASS STATIONARY STEAM ENGINEERING CERTIFICATE**, or possessing equivalent qualifications acceptable to the vocational school authorities, employees shall be granted six (6) weeks' leave of absence with pay to attend the vocational school of choice to complete the course and write the examination for the Third Class Stationary Steam Engineering Certificate.

During their first week at the school the employee will be evaluated by the school authorities to determine their knowledge of the subject, and if the evaluation is favourable they will continue their 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 they 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.** Upon successful completion of the Department of Education Correspondence Course for a **SECOND CLASS STATIONARY STEAM ENGINEERING CERTIFICATE**, or possessing equivalent qualifications acceptable to the vocational school authorities, employees shall be granted ten (10) weeks' leave of absence with pay, on the basis set forth hereunder, to attend the vocational school of choice to complete the two part course and write the examination for the Second Class Stationary Steam Engineering Certificate.

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

During their 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 their knowledge of the subject, and if the evaluation is favorable they will continue their 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 they 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.** 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.** Leaves of absence with pay will be granted to steam plant personnel on the basis as set forth in 1, 2 and 3 above. Any further vocational training required to pass each respective certificate shall be at the employee's expense and such additional leave of absence will be granted.

**6.** The Company will bear the cost of the prescribed examination and tuition fees, if any, required of candidates writing for stationary engineering certificates.

**7.** The Company will grant transportation allowance to steam plant personnel attending vocational school on the same basis that transportation allowance is being granted at the time by the ITA to apprentices attending an approved vocational school. Refer to Bull Session Letter of Understanding # 30.

**8.** Leaves of absence will be granted at a time suitable to management, bearing in mind the Vocational School curriculum.

**9.** Normally it will not be possible to grant leave of absence to more than one (1) steam plant employee at a time. However, if relief is available this limit may, at the discretion of management, be exceeded.

**10.** If at any time provision is made whereby transportation and/or other allowances are granted by the government to steam plant personnel attending an approved vocational school to write for

stationary engineering certificates, the provisions set forth above will then be amended to take into account such government allowances.

**11.** While an employee is attending vocational school on the basis set forth in 1, 2 and 3 above, their employer will pay them a living out allowance which, combined with any government living out allowance to which they may be entitled, is equal to the living out allowance they would receive from the appropriate government authorities as an apprentice, pursuant to Section 15 of Exhibit "C".

**12.** The Company will pay 100% of the cost of text books specified by the vocational training school as required for those writing for stationary engineering certificates. The employee will keep these books as their personal property.

**13. Letter of Understanding – Steam Plan Certification (2017)**  
Should the employee choose to leave Skookumchuck Pulp Inc. prior to 24 months after receiving their qualifications, the pro-rated portion of Living Out Allowance, Tuition, Books and testing fees invested by the employer in supporting an employee to obtain their Stationary Steam Engineering Certificate will be a debt owing to Skookumchuck Pulp Inc. Employees will need to sign a promissory note prior to commencement of their 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 'E'**  
**JOB EVALUATION PLAN**

**1. The Job Evaluation Plan**

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

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

- (a) The Job Evaluation Plan shall not be applied to the following job fields covered by Appendix "A" of the Labour Agreement:
  - (i) Mechanical Trades (See Exhibit "1" attached for definition).
  - (ii) Longshoring.
  - (iii) Saw Filers and Saw Fitters.
  - (iv) Jobs on Newsprint Machines.
- (b) Except as provided in Section 2(a) above, all jobs covered by the Labour Agreement shall be considered eligible for evaluation when presented in the manner prescribed herein to the Joint Job Evaluation Board hereinafter provided for.

**3. Administration and Procedure**

**(a) Job Evaluation Directors**

- (i) The Job Evaluation Directors shall be composed on one (1) representative of the Public and Private Workers of Canada (PPWC) and one (1) representative of the Companies.
- (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 Agreement through the Administrative



Committee comprised of the Job Evaluation Directors, three designated representatives from the PPWC Local Unions and three designated representatives of the companies using the plan.

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

**(b) Joint Job Evaluation Board**

- (i) The Joint Job Evaluation Board shall consist of one (1) representative of the National Union and one (1) representative of the Companies.
- (ii) It shall be the duty of the Joint Job Evaluation Board to evaluate and set the rate for any job presented for evaluation in accordance with this Plan. It shall also be the duty of the Board to develop, revise and maintain in an up- to-date manner the tables necessary to the functioning of the Job Evaluation Plan. All decisions of the Joint Job Evaluation Board must be agreed to by both members of the Board before becoming official.

**(c) Plant Evaluation Committee**

- (i) The Mill Manager and the Union shall create a Plant Evaluation Committee which shall consist of not less than two (2) nor more than three (3) members representing the Union involved and not less than two (2) nor more than three (3) members representing the Company.
- (ii) It shall be the duty of the Plant Evaluation Committee
  - (a) to act upon all requests for job evaluation, within the scope and limitations of the Plan as stipulated in Section 2 above, which may arise if, in their opinion, such evaluation would result in a rate change. Any decision to submit a job to the Joint Job Evaluation Board for evaluation must be unanimously agreed upon by all members of the Plant Evaluation Committee representing both the Company and the Union.
  - (b) to make investigations of jobs to be submitted for evaluation, prepare job descriptions, arrange schedule of interviews required, determine and arrange for the attendance of those job representatives who desire to be

present at the explanation of the evaluation computations, as provided in Section 4(d) and to assist in pointing out factual and pertinent information relative to the job to the Joint Evaluation Board at the time of evaluation.

- (c) to make a written report to the Job Evaluation Directors of the jobs on which the Union and the Company members of the Committee have been unable to agree as to whether an evaluation should be made, with a statement of the facts on which the disagreement was based.
- (iii) Either the Union or the Company members of the Plant Evaluation Committee may request a review by the Job Evaluation Directors of any case of evaluation where, in their opinion, proper application of the job evaluation standards has not been accomplished.

**(d) Independent Review Officer**

- (i) The Public and Private Workers of Canada and the Companies shall appoint an Independent Review Officer for the term of the Collective Agreement.
- (ii) The Independent Review Officer shall neither be an employee of the Union, Companies, nor their agencies.
- (iii) The Independent Review officer shall have the authority to render decisions on matters that have been referred to them, which are appropriate under the Plan.
- (iv) The Companies and the Public and Private Workers of Canada shall each pay one-half of the fees and expenses of the Independent Review Officer incurred in the adjudication of disputes.

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

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

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

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

**(d)** The Joint Job Evaluation Board will complete its evaluation of all jobs at the particular mill involved. The Joint Job Evaluation Board will explain in detail the evaluation computations to the Plant

Evaluation Committee and to those job representatives present, before leaving the mill. In those cases where it is not possible to complete the evaluation at the mill, the Joint Job Evaluation Board will return to the mill and explain the evaluation computations before making the results official.

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

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

(f) Members of the Plant Evaluation Committee or other employees in the mill who are relieved from their jobs during working hours to assist in carrying out the functions of the Job Evaluation Plan or to receive training therein will be paid by the Company at their regular rates for the time lost during their regular shifts, thereby preventing any loss in regular income. Time put in on evaluation work outside the employee's regular shift will not be paid for by the Company.

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

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

**EXHIBIT “I”**  
**DEFINITION OF MECHANICAL TRADES**

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

Machinists	Tinsmiths and Sheet Metal Workers
Millwrights	Automotive Mechanics
Carpenters	Masons
Electricians	Roll Grinders
Pipefitters	Instrument Mechanics
Welders	Pattern Makers
Painters	Heat & Frost Insulators
Blacksmiths	Refrigeration Mechanics
Heavy Duty Mechanic	

## **LETTERS OF UNDERSTANDING**

### **Letter # 1 - (May 23, 1988) - REHIRING**

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 XVII 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 they fail to accept an offered position. Those hired under this practice will be new employees.

### **Letter # 2 - (June 10, 1988) - SENDING EQUIPMENT OUT**

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

### **Letter # 3 - (June 15, 1988) - TRADELINES**

The issue of tradelines in our industry is a complex and difficult one. While the Companies are concerned about work practice restrictions, they recognize the Unions' concerns about new initiatives which alter existing maintenance work practices.

Therefore, the Companies make the following commitments for the term of the new collective agreement:

New initiatives relative to maintenance work practices will be

restricted to common sense change of work practice inefficiencies and the application of new technology. No tradesperson or apprentice will be displaced from their trade by the introduction of changed work practices.

Current local agreements are unaltered.

The Company will consult with the Union about proposed changes in existing maintenance work practices. The commitments in this letter are subject to the grievance procedure in the Joint Labour Agreement.

#### **Letter # 4 - (February 19, 1995) - CONTRACTING - CODE OF ETHICS**

This is to confirm the agreement between the Company and Local 15 PPWC respecting the conditions that would apply to contractors coming onto the mill site to perform construction work or perform maintenance and repair work of a nature normally performed by employees in the bargaining unit. This agreement will prevail for the duration of the Collective Agreement. In entering into this agreement, Local 15 acknowledges that subject to contracting Article XXIII, the Company retains the right to select contractors as is deemed appropriate.

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



## **1. Minimum Wages**

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

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

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

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

## **3. Remittance to the Local Union**

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

## **4. Adherence to Safety Regulations**

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

## **5. Honouring of Picket Lines**

Contractors' employees shall honour all legal picket lines at the mill site. Failure to do so shall result in disqualification from future

access to the mill site during 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.

## **6. Notes of Mediation Meetings**

If there are current practices for outside companies coming on site (examples include owner-operators, warranty work, calibration and computer maintenance), these practices would not be negatively impacted by the agreement reached on contractors' conditions. It is understood that what was agreed upon was continuation of what is actually happening now and no expansion.

The hourly contribution calculation to be provided to the Union and the Industry Pension Plan would be based on the contractors' blue collar work force (i.e. those who would normally be included in a bargaining unit for construction and maintenance/repair including trades, labourers, apprentices, etc.)

The Company will ensure that any contractor who is required to abide by the Code of Ethics does so.

The share of the remittance to the Local Union will be determined by the unions involved.

The Pension Plan contribution agreement is subject to approval by the plan trustees and the appropriate regulatory authorities. If such approval cannot be obtained, the matter will be subject to further discussions between parties.

## **Letter # 5 - REHABILITATION AND REINTEGRATION PROGRAM**

The Company and Union agree to the on-going use of the Joint Health & Welfare Committee to assist in the rehabilitation and re-integration of employees on sick leave. The goal of the program will be to assist workers injured either on or off the job to return to the mainstream of employment at the mill.

## **Letter # 6 (December 6, 1998) - SCOPE OF AGREEMENT**

For the term of this agreement, in the event of a separation of business the labour agreement shall be applied as a master agreement to each business except in respect to permanent layoffs.

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

## **Letter # 7 - (April 6, 2003) - COMMITMENT TO EMPLOYMENT**

Protecting and enhancing employment in the pulp and paper industry is a joint commitment of the Company and Union. The Company and Union agree 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 apprenticeship and employment opportunities. The joint committee will be made up of PPWC local and National representatives and Mill Management and representatives.
2. The joint committee will examine ways to enhance employment opportunities through new work arrangements, including reduced overtime and working time alternatives. The Company agrees to provide the joint committee with relevant information to ensure an

informed discussion of the issues.

3. The joint committee will make recommendations to the parties on enhanced employment opportunities and make recommendations no later than March 31, 2004.

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

#### **Letter # 8 - (April 6, 2003) – TRADES QUALIFICATION LETTER**

British Columbia is facing a skills shortage and the pulp and paper industry is not exempt from the impending crisis. PPWC and Skookumchuck Pulp Inc. both clearly recognize the critical nature of apprenticeship training and certified trades qualifications mechanisms, and to this end will work toward 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 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 trade's persons in BC and as such agree to establishment of a committee comprised of equal representation from Skookumchuck Pulp Inc. and the Public and Private Workers of Canada.

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.

## **LETTER # 9 - (February 14, 1995) - SENIORITY & PERSONAL NEEDS**

The Company, in the past, has recognized the needs of employees and provided the opportunities for them to change shifts to accommodate personal needs.

Depending on the mill requirements at the time of request, the Company will make every effort to make such moves.

## **LETTER #10 - FLEXIBLE WORK PRACTICES**

Flexible work practices will be implemented consistent with following:

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 XXIII 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 trade's persons.
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 WorkSafeBC. 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 an 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 on-going 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 which 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, lubrication mechanics, shift maintenance assistants and trade utilities.

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.

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 tradesperson or apprentice will be involuntarily displaced from their respective trade on a permanent basis as a result of the implementation of flexible work practices.

13. It is not intended that flexible work practices shall result in a tradesperson's being assigned to a non-trades classification when someone outside of their trade is performing their 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. Executive Council - For the term of the renewed Collective Agreement, the Company and the Local Union agree to establish and participate in an Executive Council that 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 Executive Council shall be comprised of the:

- Mill Manager
- Senior VP of Operations and/or designate
- National President PPWC and/or designates
- President PPWC Local 15
- Members of the local union as designated by the Union
- Members of mill management as designated by the employer

The Company will pay all reasonable expenses to attend the Executive Council meetings.

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

19. Clarification Letter on Flexibility between Skookumchuck Pulp Inc. and PPWC, Local 15 as set out in Letter of Understanding #18.



## **LETTER #11 – NOTICE OF OPERATION**

It is the Company's intent to operate on all Statutory Holidays as per current practice. The Union will be advised at least 30 days in advance if it is the Company's intent to not operate on any of the Statutory Holidays covered by the JLA.

## **LETTER #12 – LETTER OF INTENT – E.F.A.P.**

The Company and the Union commit to promoting an effective and collaborative Employee & 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.

## **LETTER #13 – 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.

## **LETTER #14 – RETIREE CONTRIBUTIONS**

See page 182.

# **STATEMENTS OF POLICY**

## **FOREWORD**

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 labour and management representatives. They are intended as a supplemental guide in the interpretation of the Agreement on the points which they cover.

Deletions have been made to this agreement for the purpose of brevity. Deletions of this nature that have not been negotiated out of this agreement shall remain in effect.

## **STATEMENTS OF POLICY**

### **ARTICLE II - DEFINITIONS**

**(a) Definition of "Supervision".**

Employees and employers recognize that supervisors are excluded from the provisions of the Joint 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".**

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

**(c) Definition of "Engineering".**

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.

- (i) The general principle to be followed is that no employee's normal earnings shall be reduced by virtue of their attendance at a Standing Committee meeting.
- (ii) Employees attending meetings called while they are on duty will be paid for the time in attendance providing a meeting does not extend past the end of a shift. If it does extend past the end of the shift, no allowance is made for such additional time.
- (iii) Employees attending meetings during their time off will not be paid.

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

## **ARTICLE VI - HOURS OF WORK**

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

Computation of Overtime for Sunday and Holiday Work.

(Statement by Manufacturers on June 1, 1962, in reply to Union Agenda Item No. 7 requesting that the terms and conditions of the letter of October 18, 1946, commonly referred to as the "Sunday Letter", be extended to apply to all mills, parties to the Joint Labour Agreement).

- (i) The hours worked on Sundays and on the recognized paid Statutory Holidays provided for in the above referred to Joint Labour Agreement will be used in the computation of the forty (40) hour work week.
- (ii) The foregoing arrangement applies only to Sunday and recognized paid statutory holiday hours and no other hours on which time and one half has been paid, nor hours paid for Call Time, may be used for the purpose of calculating the forty (40) hour week.
- (iii) For the purpose of calculating overtime, the basic forty (40) hour work week shall be reduced by eight (8) hours in any week in which a recognized paid statutory holiday occurs. Should more than one (1) recognized paid statutory holiday occur in any week, the basic forty (40) hour work week shall that week be reduced by eight (8) hours for each such recognized paid statutory holiday.

For example, in a week in which one (1) recognized paid statutory holiday occurs, overtime will be paid for hours worked in excess of thirty two (32). Should it happen that two (2) recognized paid statutory holidays occur in one (1) week, then overtime will be paid for hours worked in excess of twenty four (24) that particular week.

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

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

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

Clarification of Overtime to Day Workers. Example:

The employee's designated day off is Tuesday. The employee is given less than forty eight (48) hours' notice that it is to be changed to Friday. They are 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 the employee is called back at 1:00 p.m. Saturday to work four (4) hours in the afternoon, are they entitled to time and one half? The answer is "no" for the reason that the Agreement 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 (40) hour week, 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, their designated day off, are eliminated from inclusion in the forty (40) hour week.

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

Clarification of Payment of Overtime to Tour Workers.

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

Relief of Mates.

Management will do everything in its power to relieve employees within twelve (12) hours when these employees are working due to the absence of a mate.

**(d) Section 3: Days Off and Schedule of Shifts**

**(i) Scheduling of Days Off.**

The scheduling of days off shall be on a consecutive basis wherever practicable.

**(ii) Clarification of "Breakdown".**

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.

**(e) Section 4: Starting and Stopping Work (b) Day Workers**

Clarification of "Starting".

When a day worker is established on a job that is some distance from their shop they shall be on that job ready to begin work at the time their pay starts and shall not cease work in advance of the time their pay stops.

## **ARTICLE VIII - ALLOWANCE FOR FAILURE TO PROVIDE WORK**

### **(a) Clarification of the word "Accident".**

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".**

In the application of this section it is considered that the allowance is due to an employee only in the case where they are reporting for their regular duties and then no work is provided. 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 their election, they shall nevertheless receive the rate paid them on their regular job.

## **ARTICLE IX - CALL TIME**

### **(a) Applicability of Section in Specific Instances.**

- (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, they will receive two (2) hours' Call Time because the shift was designated at 12:00 noon.
- (ii) A day worker whose shift is from 8:00 a.m. to 5:00 p.m. is told to continue their work until 6:00 p.m. and then at 6:00 p.m. is told to go home and return at 8:30 p.m. will receive two (2) hours' Call Time since more than two (2) hours have elapsed.
- (iii) A day worker whose shift is from 8:00 a.m. to 5:00 p.m. is told to continue his work until 6:00 p.m. and then at 6:00 p.m. is told to report at 7:30 p.m. will not receive Call Time because two (2) hours have not elapsed.

- (iv) Section 1(d) relating to the payment of Call Time to tour workers, the phrase "after they have completed their shift" shall be considered to mean a that point when their pay stops upon being relieved by a mate.
- (v) A day worker is called in on their designated day off reporting for work at 8:00 a.m. and working until 10:00 a.m. for which they received four (4) hours' pay as the minimum allowance for an employee who starts work. If notification had not been given during their last shift preceding the work involved, they would qualify for Call Time and would also qualify under the provisions of Section 2(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 them to five (5) hours' pay, thereby meeting the requirements of Section 2. 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.
- (vi) A day worker normally working the 8 5 or 8 4 shift is ordered to go home at 12:00 noon and report back for work at 4:00 p.m. or 12:00 p.m. The employee in question is entitled to Call Time since their designated shift terminated at 12:00 noon and more than two (2) hours elapsed between their designated shift and their return to work.

**(b) Definition of "Regular Scheduled Shift".**

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

## **ARTICLE XI - VACATIONS**

### **(a) Allotment of Vacation Time.**

Companies will endeavor, by discussion with the employees or their representatives, to arrange vacations to suit the employees' wishes.

### **(b) 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 XII - STATUTORY HOLIDAYS**

### **(a) Work to be performed.**

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.**

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 , employees are expected to perform repair work on holidays.

### **(c) Clarification of Section 4.**

- (i) In the calculation of the forty (40) hour work week the payment of holiday pay will not be used unless the employee actually worked.
- (ii) It is understood that an employee's vacation shall be exclusive of a paid holiday as recognized by the Joint Labour Agreement. Therefore, if one or more such holidays fall within the employee's vacation period, they 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 their vacation period when they take the required additional time off.



- (iii) Where an employee, after having agreed to do so, fails or refuses to work on a holiday, on account of sickness, or other bona fide reason, the company reserves the right to investigate the absence of the employee to decide whether or not they are entitled to holiday pay.
- (iv) The sixty (60) day qualifying period referred to in clause (a) refers to "calendar" days.

**(d) Clarification of Section 5(c).**

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 Management in each Mill in each case.

## **ARTICLE XVIII - LEAVE OF ABSENCE**

### **Section 2: Bereavement Leave**

Bereavement Leave Clause Does Not Affect Changing of Days Off.

That in the application of the Bereavement Leave clause, days off may only be changed in accordance with the provisions of Article VI of the Joint Labour Agreement.

### **Section 3: Jury or Witness Duty**

Jury or Witness Duty Clause Does Not Affect Changing of Days Off.

That in the application of the Jury or Witness Duty clause, days off may only be changed in accordance with the provisions of Article VI of the Joint Labour Agreement.

## **ARTICLE XXVI SAFETY**

### **Unsafe Working Conditions.**

It is not the policy of management to require an employee to work under unsafe conditions. It is admitted by the union and management 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 XXVII - CAUSES FOR DISCIPLINARY ACTION**

### **(a) Notification of Union Standing Committee by Employer.**

Wherever practical, Management 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 their case to the Standing Committee for consideration and if deemed proper the Standing Committee may follow the usual grievance procedure.

### **(b) Neglect of Duty.**

It is recognized by both management and the union that a mutual problem exists on the question of neglect of duty and the union undertakes to do everything possible to see that its members live up to the spirit and intent of the agreement.

### **(c) Definition of "Gambling" and "Mill Premises".**

- (i) Definition of gambling will be in accordance with local mill rules.
- (ii) Mill premises are defined as the actual mill area.

## **ARTICLE XXVIII ADJUSTMENT OF COMPLAINTS**

Standing Committee can call in Members for discussion of grievances with Management.

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.**

An employee shall be considered as having been promoted to a higher rate job when they have taken over the duties and responsibilities of that job, without the guidance of the employee who is breaking t h e m in. They 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 their previous regular job.

## **MISCELLANEOUS**

### **(a) Status of Employees Refusing to Work in Excess of Eight (8) Hours per Day or Scheduled Hours per Week.**

If an employee is requested to work in excess of eight (8) hours in any one day or in excess of their 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.

**ADDENDUM I**

**2021 – 2025**

**CODIFICATION**

**OF**

**BULL SESSION AGREEMENTS**

**BETWEEN**

**SKOOKUMCHUCK PULP INC.**

**AND**

**PUBLIC AND PRIVATE WORKERS OF  
CANADA**

**LOCAL 15**

## **1 - APPRENTICESHIPS**

(a) The Company will institute the standard Industry Apprenticeship program, set forth as Exhibit C to the Joint Labour Agreement. It is also agreed that Maintenance personnel using tools must either be qualified journeymen or apprentices enrolled in the approved program.

(b) A **Joint Apprenticeship Committee** shall be set up comprised of Union and Management representatives. This Committee will provide oversight for the Apprenticeship Program.

An **Apprenticeship Selection Committee** will be formed with equal participation of both Management and Union participants (2 of each) selected independently by each party. This Committee will conduct evaluation of candidates.

### **1) Reference information**

The Company will institute an Apprenticeship Program, set forth as Exhibit C to the Joint Labour Agreement. However, it is understood that many aspects of Exhibit C are outdated and this Apprenticeship Program will recognize the requirements of the most current apprenticeship authority (ITA).

## 2) **Screening Process for Apprenticeship Applicants**

The intent of the selection process is to ensure the best chance of success for the candidate selected. The selection process will stand largely on its own merits, minimizing opinions of those on the selection committee.

- a) Applicants will be provided with documents describing the selection process, requirements and expectations of them and associated deadline dates. Persons who fail to provide necessary materials by the required dates will be eliminated from consideration.
- b) Only applicants who possess all mandatory requirements will be considered for selection. Human Resources will conduct the initial screening of all applicants (meet minimum requirements as specified on job posting and as per ITA).
- c) Candidates will be scheduled a maximum of two times to complete any required test. Should a candidate fail to attend scheduled testing, they and their department manager will be advised and in the absence of a valid reason to reschedule, they will be eliminated from further consideration.

### Mandatory Requirements

- i) Applicants must meet the following requirements, in order. Should an applicant fail to meet any requirement, they will not proceed in the process.
- ii) Meet minimum acceptable standards as identified in the Apprenticeship Selection Test Criteria (ITA).
- iii) Meet standards with respect to bona fide occupational requirements (e.g. colour vision assessment, etc). Any medical exam required by the Company will be at the Company's expense and there will be no loss of wages to the employee.

## Initial Screening Test

- i) Applicants who meet all the mandatory requirements will be tested using a trade-specific pre-apprenticeship / aptitude screening test. Applicants who achieve a score of 70% or greater on this test will be considered “Candidates” and will proceed in the screening process. Applicants whose scores are less than 70% will be eliminated from consideration.
- ii) Scores from the initial screening test will be used to rank candidates per Evaluation Procedure part 1.
- d) Candidates resulting from prior described processes will be considered for selection by the Apprenticeship Selection Committee. Applicants who are unsuccessful in meeting the mandatory requirements or who failed to achieve 70% on the screening test will be advised that they will not be considered further on this selection and also in what areas they can concentrate to improve their chances on future postings.
- e) Human Resources will provide full details (**in confidence**) of all apprenticeship selection tests to the Apprenticeship Selection Committee for all candidates.
- f) Access to personal information (safety incidents, transcripts, employment record, etc.) may be required to complete evaluation process. Employees who refuse to provide such information will be disqualified from the selection process. Employees will be permitted access to their personnel files for the purpose of compiling required information.

### 3) **Joint Selection Process for Apprenticeship Candidates**

The Apprenticeship Selection Committee, (consisting of two (2) Management and two (2) Union representatives) will evaluate, review and assess the candidates to identify the best candidate for a given apprenticeship. To ensure continuity, the changing of evaluator mid-process is not acceptable unless extenuating circumstances arise.

**Committee members with expertise in the field being selected are preferable.**

Evaluation Procedure

Candidates will be evaluated by the Committee using the following factors and scoring will be recorded on the attached summary sheet. All rankings will be based on a consensus of the committee.

- a) Screening Test (maximum 15 Credits)
  - i) Candidates will be ranked based on performance on the Apprenticeship Selection Tests.
  - ii) All Candidates will receive credits based upon their test score as follows:

Test Score	Credits
> 95% - 100%	15.0
> 90% - 95%	12.5
> 85% - 90%	10.0
> 80% - 85%	7.5
> 75% - 80%	5.0
70% - 75%	2.5
< 70%	0.0



- b) Aptitude Tests (maximum 30 Credits, 10 Credits for each of 3 tests)
- i) Candidates will be evaluated based on scoring on the Company aptitude tests (Mechanical Reasoning, Abstract Reasoning, Numerical Ability, Verbal Reasoning and Spatial Relations). Three of these tests will be administered, determined by the joint committee depending upon the trade under consideration.
  - ii) For each test, the candidate with the highest total score will receive 10 credits down to 0 in reverse order of ranking (1<sup>st</sup> – 10 pts., 2<sup>nd</sup> – 9 pts., 3<sup>rd</sup> – 8 pts., etc). In the event there are more than 10 candidates, all those ranked beyond the 10<sup>th</sup> position will receive 0 credits. Tied scores will share credits, consistent with table below.
- c) Additional Education (maximum 10 Credits)
- i) Based solely upon information supplied by each candidate to the Selection Committee:
  - ii) Candidates will receive points for each successfully completed recognized course (related to the trade applied for – **using attached list as guidance, but as judged by the Selection Committee**).
  - iii) The candidate with the highest total score will receive 10 credits down to 0 in reverse order of ranking (1<sup>st</sup> – 10 pts., 2<sup>nd</sup> – 9 pts., 3<sup>rd</sup> – 8 pts., etc) In the event there are more than 10 candidates, all those ranked beyond the 10<sup>th</sup> position will receive 0 credits. Tied scores will share credits, consistent with table below.

- d) Training / Employment Practical Experience (maximum 10 Credits)
- i) Based solely upon information supplied by each candidate to the Selection Committee:
  - ii) All candidates will receive points based upon practical experience (related to the trade applied for – **using attached list as guidance, but as judged by the Selection Committee**).
  - iii) The candidate with the highest total score will receive 10 credits down to 0 in reverse order of ranking (1<sup>st</sup> – 10 pts., 2<sup>nd</sup> – 9 pts., 3<sup>rd</sup> – 8 pts., etc) In the event there are more than 10 candidates, all those ranked beyond the 10<sup>th</sup> position will receive 0 credits. Tied scores will share credits, consistent with table below.
- e) Work History (maximum 10 Credits)
- i) Based solely upon information supplied by each candidate to the Selection Committee:
  - ii) The work history of candidates, including history with previous employers, will be considered and ranked as per the chart below.
  - iii) The candidate with the highest total score will receive 10 credits down to 0 in reverse order of ranking (1<sup>st</sup> – 10 pts., 2<sup>nd</sup> – 9 pts., 3<sup>rd</sup> – 8 pts., etc) In the event there are more than 10 candidates, all those ranked beyond the 10<sup>th</sup> position will receive 0 credits. Tied scores will share credits, consistent with table below.

- f) Interview (maximum 10 Credits)
- i) Candidates will be interviewed only if they have a mathematical chance of succeeding after prior evaluation and ranking has been completed. Since the maximum potential for interview is 10 credits, and in consideration of the 2 credits available to the senior candidate: at the end of stage 5, all candidates more than 12 credits below the top scoring candidate will NOT be interviewed.
  - ii) Only those candidates being interviewed will be notified.
  - iii) The Selection Committee will jointly interview candidates using a prepared list of questions (one will be open ended).
  - iv) The Selection Committee members will individually assess and score each candidate. Candidates will be ranked by the committee following the conclusion of all interviews.
  - v) The candidate with the highest total score will receive 10 credits down to 0 in reverse order of ranking (1<sup>st</sup> – 10 pts., 2<sup>nd</sup> – 9 pts., 3<sup>rd</sup> – 8 pts., etc) In the event there are more than 10 candidates, all those ranked beyond the 10<sup>th</sup> position will receive 0 credits. Tied scores will share credits, consistent with table below.

4) **Process of selection:**

- a) Following the evaluation of candidates, the Apprenticeship Selection Committee will review the scores of all candidates. If a senior employee is within 2 points of the top score (Sub-Total), the senior employee will be awarded the apprenticeship.
- b) Should a problem arise with the above procedures, the Joint Apprenticeship Committee will convene to address and resolve concerns prior to final selection of the apprentice.

## 5) Clarification on Ranking:

Selection Committee will, wherever possible, arrive at consensus for ranking of candidates, assign a unique ranking number to each person and apply the associated credits. Where test scores apply, ties are possible, so available credits will be shared per the following examples.

Credits Available	Raw score	Ranking	Calculation	Credits Awarded
10 for 1 <sup>st</sup>	45	1 <sup>st</sup>	None	10
9 for 2 <sup>nd</sup>	43	2 <sup>nd</sup>	None	9
8 for 3 <sup>rd</sup>	40	Tied for 3 <sup>rd</sup> / 4 <sup>th</sup>	$(8+7)/2=7.5$	7.5
7 for 4 <sup>th</sup>	40	Tied for 3 <sup>rd</sup> / 4 <sup>th</sup>	$(8+7)/2=7.5$	7.5
6 for 5 <sup>th</sup>	38	5 <sup>th</sup>	None	6
5 for 6 <sup>th</sup>	35	Tied for 6 <sup>th</sup> / 7 <sup>th</sup> / 8 <sup>th</sup>	$(5+4+3)/3=4$	4
4 for 7 <sup>th</sup>	35	Tied for 6 <sup>th</sup> / 7 <sup>th</sup> / 8 <sup>th</sup>	$(5+4+3)/3=4$	4
3 for 8 <sup>th</sup>	35	Tied for 6 <sup>th</sup> / 7 <sup>th</sup> / 8 <sup>th</sup>	$(5+4+3)/3=4$	4
2 for 9 <sup>th</sup>	30	9 <sup>th</sup>	None	2
1 for 10 <sup>th</sup>	29	10 <sup>th</sup>	None	1
0 – All others	27	N/A	None	0

Other than what is specified within this Letter, this Letter does not vary nor supersede any other terms of the Joint Labour Agreement.

Either party may cancel this Letter with 30 days written notice or within 7 days, if mutually agreed. In the event of cancellation of this Letter, where apprenticeship selection and/or training commenced under the terms of this Letter, the apprenticeship would continue in the manner laid out when the selection occurred or the training commenced until such time as the apprenticeship is completed or terminated.

## **II - BASIC MEDICAL PLAN FOR RETIREES**

Effective July 1, 1991 the Company will provide the provincial Basic Medical Health Plan (MSP) for employees of the Company who retire, having a minimum of five years service.

## **III - CHEMICAL FALLOUT (1973)**

In case of extraordinary chemical fall out and damage individual claims will be reviewed by the Company, in light of abnormal operating conditions, at the time of the alleged damage.

## **IV - CLOTHING (1969)**

### **(a) Chemical Resistant Clothing**

Chemical resistant clothing will be provided where required.

### **(b) Safety Equipment (1973)**

The Company will study and improve the safety equipment distribution system for rubber boots available for issue for special jobs. Details of the system to be worked out by the Mill Occupational Health & Safety Committee.

### **(c) Safety Footwear Policy**

Effective date of ratification, the Company will revise the level of reimbursement to 85% up to a maximum of \$500 annually, provided the employee works 60 days in the calendar year in which the footwear is purchased. This provision will also include the resoling of safety footwear. The Company will reimburse the cost of therapeutic inserts for safety toed footwear that is prescribed by a medical doctor or chiropractor.

### **(d) Loss of Clothing due to Chemical Splash (1970)**

In unusual circumstances where an employee's clothing has been damaged by a chemical splash, where protective clothing was not required, and caution had been taken by the employee, the employee will be reimbursed for the actual loss. The decision to pay for such loss would be carefully considered and be at the sole discretion of the Company.

**(e) Coveralls and Alternative Work Clothing**

The following policy will apply in respect of supplying coveralls and work clothing:

Coveralls will be provided to regular full time employees. Where, in consultation with the Union the Company determines coveralls are not required, suitable alternative work clothing will be provided.

All employees will be required to wear the Company supplied coveralls or alternative work clothing while in attendance at work. The cleaning of coveralls will be arranged by the Company.

The cleaning of alternative work clothing will be the responsibility of the employee.

**(f) Winter Clothing**

The Company will have, in stock, snowmobile type suits and snowpak type safety footwear, each of various sizes, for those employees who are required to work on an occasional and unplanned basis in outside cold temperatures. As the snowmobile suits need replacement, they will be so changed with winter type coveralls. The Company undertakes to expand the number of winter boots by six more pairs in the smaller and medium sizes.

The Company will annually (calendar year) make available, no later than November 15th, one pair of leather winter mitts and wool liners to members of the Chip Handling and Yard crew who are required on a regular basis to work outside during winter conditions.

## **V – CONTRACTING (March 27, 2007)**

In an effort to resolve the outstanding Contracting Grievance Related Issues with respect to notification, I offer the following clarification of our commitment to communicate work to be contracted out.

- o As was committed in the November 23, 2004 3rd stage grievance letter from Brian Clifford we will communicate to the Local information about upcoming projects. Prior to initiating any construction, fabrication (on or off site) and installation, we will review with the Local the scope of the work and required timeline.
- o Furthermore, to facilitate discussion with respect to work taking place off site, prior to equipment being sent off site for repair a maintenance planner, maintenance supervisor, stores supervisor, representative tradespersons and a contracting committee member will review whether these equipment repairs can be done on or off site, or a combination of both (G. McIvor memo dated May 28, 2004).
- o We also have committed to actively identify opportunities for on-site fabrication (Stores stock replenishment) through the addendum to the Tony Lazzaro grievance resolution dated July 24, 2006.
- o We will discuss rebuilds at the Quarterly Contracting Committee meetings. We will develop a list of rebuilds normally done off site. This list is "without prejudice" to either party but will be helpful in identifying potential opportunities.
- o We will develop a list of "service work" that is normally done by a contractor.

These proactive steps (in the context of the full documents referenced above) will clarify both the requirements for discussion and communication, as well what will be expected by the parties.



This will ensure that, in a timely manner, both the Local and the Company clearly understand each others position on matters. To aid in clarifying the communication process, a Flow Chart has been developed.

Both parties will need to commit to follow this process of communication and where disputes arise, the grievance procedure must be followed.

## **VI - EDUCATIONAL COURSES**

(a) Effective July 1, 1975 the Company will amend its present Educational Refund Policy to provide a 100% refund to the employee on the successful completion of an approved course, which is related to the employee's job or one in the Pulp Industry. All other aspects of the present policy remain unchanged.

If it is considered to be in the interest of the Company, the Company will pay for a portion of the cost of courses of study completed by employees.

### **Rules:**

1. The Company will refund 100% of the cost of tuition and textbooks (not equipment, tools or travel) associated with approved courses of study.
2. In order to be eligible for reimbursement, the employee must:
  - i) select courses which are in line with their work, and work which they have assurance of obtaining with the Company.
  - ii) have applied for and received the approval of the Company before taking the course.
  - iii) have completed the course, as substantiated by official documents of the school, and present receipts, showing payment in full has been made. For certain courses, reimbursement may be made in stages, provided the employee has successfully completed a stage and has paid for it.

- iv) be employed by the Company at the time the request for reimbursement is made.

**Procedure:**

1. Where an employee wishes to undertake a course of study, which they believe may qualify under the terms of the above policy; they will complete the Application for Refund for Course Studies in duplicate. They will give both copies to their department head for signature and processing, if considered appropriate.
2. The employee's department head will forward these forms to the Personnel Supervisor, who will make the necessary investigation, including an interview with the employee.
3. The Personnel Supervisor is responsible for ensuring that the employee is informed, through their own supervisor, of the result of the application. If the course is approved for refund, the approved duplicate of the form is to be returned to the employee.
4. The employee may obtain reimbursement at the successful completion of the course, or at any appropriate stage of the course, on presentation to the Personnel Supervisor of the necessary documents as per Rule 2(iii).
5. The Human Resources department is responsible for obtaining copies of progress reports, results of examinations and certification that the employee has successfully completed the course. This information is to be recorded in the employee's records and communicated to the department head and other supervisors concerned.
6. The Company does not prepay approved study courses.

**(b) Drivers License**

Employees who are required to have a Class 3, 4 or 5 License as a requirement of their job at the Mill, can write on Company time and, if so, will be paid for time lost in taking the examination provided the license is granted. The license fee will be paid by the Company in these cases.

**(c) Library - Re: Trade Magazines**

The Company will set up a library with trade magazines and texts for use by all Mill personnel on a loan basis.

**VII - ENVIRONMENT COMMITTEE (1970)**

At the request of the Union, the Company will meet with its representatives for the purpose of discussing anti-pollution activities.

## **VIII - EXTENDED MEDICAL TRAVEL**

Effective July 1, 1979, provision will be made for the following Medical Travel/Accommodation Plan for the employees of the Company who are members of the Public and Private Workers of Canada, Local 15, and their registered dependents, all of whom are resident in the province of British Columbia.

### **(a) Eligibility**

All full time employees who are actively working and have completed 30 days service shall be enrolled and eligible for coverage and benefits as set forth under this plan.

### **(b) Terms and Conditions**

1. Where, in the opinion of the attending physician or surgeon treating a member employee, and/or their registered dependents (registered dependents to be defined as spouse of employee and any child, stepchild, legally adopted child, or legal ward of the employee [including a child in respect of whom an adult stands in place of a parent] who is supported by the employee; and who is not married and is under the age of 21 or is in full time attendance at a school or university, or who is a handicapped dependent not attending college or university, who is ordinarily a resident in British Columbia), adequate treatment is not available locally, transportation by public transportation will be provided to and from the nearest locale equipped to provide the required and recommended treatment, provided such treatment is performed by a member of the College of Physicians and Surgeons of British Columbia and occurs within two months of referral, but said transportation will not be provided beyond Vancouver. (This may include a major city outside of B.C. but closer than Vancouver.)

- (a) Where a member employee, and/or their registered dependents, is/are referred for treatment to a location outside of the region, vehicle expenses will be recognized as an eligible form of transportation and vehicle expenses reimbursement will be available at a per kilometer rate as per the CRA rate, reviewed January 1 of each year. If the employee flies they will be reimbursed at the actual cost of air travel upon provision of receipt. (b) Where, in the opinion of the attending physician or dentist treating a member employee, and/or their registered dependents, adequate oral surgery treatment, involving teeth extraction, gum or bone material, is not available locally, the above transportation provisions will apply for purposes of oral surgery.
2. Where necessary, and at the request of the attending physician or surgeon, provision will be made for transportation of an attendant in connection with the aforementioned transportation of any employee or their registered dependents.
  3. Where transportation has been provided to the nearest locale where adequate facilities are available, provision will be made for assistance regarding food and accommodation, limited to commercial facilities for patients or attendant travelling with the patient before and after medical treatment as follows:
    - to a maximum of \$125 per day up to 10 days from October to May (receipts required);
    - to a maximum of \$135 per day up to 10 days from June to September (receipts required)
  4. The terms and limitations of the plan as provided by the Carrier will apply, and the plan will not be subject to the adjustment of Complaints Article of the Joint Labour Agreement.

**(c) Procedures:**

1. The Union/Management Welfare Committee shall review with the employee the limitations of the program prior to the employee utilizing the benefit. The employee will then be given a claim form and requested to obtain the necessary receipts and signatures.
2. Actual claim for reimbursement must be reviewed and approved by the Union/Management Welfare Committee prior to its submission to the Carrier. Any questions raised by these claims will be further reviewed by the Welfare Committee.
3. Claims submitted subsequent to obtaining medical treatment will not be accepted under the scheme.

**(d) Cost Sharing:**

Net cost of the coverage and benefits made available under the Medical Travel/Accommodation Plan will be shared by the Company and the employee on a 70/30 basis.

**(e) Medical Leave of Absence**

Effective July 1, 1986, an unpaid special leave of up to one tour or 36 hours will be granted for bonafide reasons to attend to family matters which arise from sickness or injury. Such leaves will be subject to no overtime being payable and will be limited to the employee's immediate family; i.e., current spouse, dependent children, parents and immediate parents in law.

## **IX - PROBATIONARY PERIOD EXTENSION (1973)**

When the Company desires to hire temporary tradesmen or other employees for a length of time that will exceed the probationary period, the situation shall first be brought before the Standing Committee and Standing Committee approval must be received prior to extension of the probationary period.

## **X - PAY FOR MOVE UPS OVER 30 DAYS (1986)**

Where an employee has been temporarily moved up to a higher paid position for a period in excess of 30 consecutive days, and where time off in the appropriate categories takes place while moved up, the higher rate will be used in calculating their rate of pay for:

1. Special (Personal) Floating Holidays
2. Supplementary Special (Personal) Floating Holidays.
3. Any additional Vacation Pay as provided under J.L.A., Article XI, Section 2.
4. Non Occupational Weekly Accident and Sickness Insurance.

## **XI - FIRST AID TICKET POLICY**

The Company will pay the full costs of the registration and examination if the employee successfully completes the course and obtains an Industrial First Aid certificate from WorkSafeBC.

Effective July 1, 1991, the Company will revise its present First Aid Bonus Policy to provide an annual bonus of \$200.00 to the holder of a valid Industrial First Aid Certificate.

## **XII - ERC INSURANCE**

The Company will maintain the life insurance coverage at \$100,000 to cover employees fighting fires while engaged in activities for the Company, including fire fighting competitions and practices.

Provide Accidental Death and Dismemberment insurance in the amount of \$150,000 for employees fighting fires while engaged in activities for the Company under the same conditions as the life insurance. The schedule of A.D. & D. coverage is as follows:

- Loss of Life 100% of policy
- Loss of both hands and feet 100% of policy
- Loss of entire sight in both eyes 100% of policy
- Loss of one hand and one foot - 100% of policy
- Loss of one hand or one foot 50% of policy
- Loss of entire sight in one eye 50% of policy

## **XIII - IMPROVEMENTS**

**The Company will install and maintain the following items:**

- i) block heater electrical outlets in the parking lot area (1973)
- ii) vehicle wash near the parking lot (1973)
- iii) shower and lunchroom facility for the Chip Handling & Yard area (1973) (1997)
- iv) safety lockers (1973)
- v) shower rooms for all areas of the mill (1973) (1997)
- vi) refrigerators, stoves/ovens/hot plates, table/chairs and microwave ovens in the areas mentioned in previous agreements (1973) (1991) (1997)
- vii) air conditioning, heaters and improved seats in mobile equipment (1979) (1981)
- viii) install radiant heater - Bale pick up area (1997)
- ix) deleted October 1, 2008.
- x) improvements to be completed as per Appendix 9 of the 1997-2003 Memorandum of Agreement (1997)



- xi) Safety Smart Posters - Company agrees to discontinue posters (1997)
- xii) Exercise Equipment - Company will provide one treadmill on a trial basis, if trial is successful two additional treadmills will be added (1997)
- xiii) Road Dust - problems identified put on the Yard list for resolution (1997)
- xiv) Chip Handling Screen Room Dust - Company to install a dust suppression system should funds become available (1997)
- xv) The Company will continue to investigate solutions to the concerns tabled during negotiations regarding the emissions from the NCG incineration system. The chair of the OH&S Committee shall be kept informed on a quarterly basis (1997)
- xvi) The Company will install a new fan in the Production change room (1994)
- xvii) A new maintenance lunchroom will be provided (1994)
- xviii) The Company will continue to address dust concerns and will have an independent dust study completed, the results of which will be shared with the Local. Eating areas will be the priority (2003)
- xix) The Company will continue to submit a CPA for Dust Control in the Chip Pit area (2003)
- xx) The Company will conduct an independent ergonomic / industrial hygiene/safety assessment or study on mobile equipment in a timely fashion with Dave Coates (Ergo Risk) or comparable consultant with the intention of acting on the recommendations, where feasible. The Company will share the results of the study with the Local. The focus of the study will be on the Loaders and Forklifts (2003)
- xxi) Company will continue to monitor dust in Control Rooms and Lunchrooms through a third party Industrial Hygienist, and will continue to share results with the Joint Health and Safety Committee.

xxii) The Company agrees to provide professional training for Janitors.

#### **XIV - JANITOR SERVICE**

The Company will provide temporary help to the janitor as required to maintain a good standard of service.

#### **XV - MEAL TICKETS AND OVERTIME MEALS**

**(a) Meal Tickets**

Effective May 1, 2017: \$25.00

**(b) Overtime Meal Arrangements**

In compliance with Article VI, Section 5 of the Labour Agreement, where an employee chooses a hot meal rather than a meal ticket, the Company will provide a meal (prepared from a frozen state) supplied locally. The supervisor concerned will advise the gate to prepare the meal. Proper advance notice is essential in order that meals are received when required.

**(c) Meal tickets will be paid on employee paycheck effective January 1, 2009, taxed as per CRA regulations.**

## **XVII - OVERTIME CONTINUANCE FOR MAINTENANCE TRADES**

A Maintenance employee called in on an emergency job and who commences this work two hours prior to the start of their regular shift will continue to receive overtime rate of pay until the job is completed. This provision only covers their first regular shift following the call-in.

## **XVIII - PAY FOR INJURED EMPLOYEES**

When an employee, injured on the job, reports to a physician for treatment and is unable to return to work that day, they will receive pay until the end of their regular shift that day. When an employee injured on the job is taken to the hospital, Company will supply transportation from hospital to home if requested by the employee.

## **XIX - PAY FOR INDUSTRIAL HEALTH AND SAFETY COMMITTEE MEMBERS**

Any member of Local 15, who is a member of the Occupational Health and Safety Committee, who comes into the mill on their day off to attend a meeting of the Committee, will receive 2 hours overtime pay at their regular job rate. Call time provisions will not apply.

## **XX - RELIEF POOL OPERATION (2008)**

The Company will endeavour to schedule the relief employees by seniority.

## **XXI - RELIEF POOL SCHEDULING (Tradesmen) 1986**

A tradesperson scheduled from the Relief Pool to a position other than their trade will be rescheduled on shift for vacancies to and from their trade as required without penalty to the Company, provided other qualified relief is available.

## **XXII - SALE OF GASOLINE AT MILL SITE**

In 1970, the Company agreed to install two underground tanks, and two industrial gasoline pumps with printometer heads, for marketing No. 1 and No. 2 gasoline to Crestbrook employees. The

cost of gasoline will occasionally be adjusted in the event of change in dealer price. Local 15 Standing Committee Chairman to receive a quarterly gas information report.  
(See Bull Session Letter of Understanding # 1).

The 1991-93 Bull Session Agreement states "following approval by the principals of ICG Propane and the conclusion of the survey to satisfy minimum user requirements, a propane dispensing station will be installed which will incorporate a key lock system."

### **XXIII - SENIORITY**

#### **(a) Deletion of Common Seniority**

The parties agreed to the deletion of common seniority date January 1. An employee's seniority date will be their date of hire at Skookumchuck Pulp Inc.

The Company agrees that, in the event of lay off, date of hire shall govern the order of lay off within a department, where departmental and mill seniority are equal. Date of hire will also govern preference for vacation scheduling.

### **XXIV - SUMMER STUDENT AGREEMENT**

**(a)** Summer students hired will be governed by the following terms and conditions:

1. Any student hired for the sole purpose of providing summer vacation relief shall be designated as a Relief Pool Summer Student, and shall have seniority rights only as he/she relates to other summer students.
2. This system shall apply to students hired during the period of April 15 to September 15.
3. A Relief Pool Summer Student will be terminated at the end of the above period without retention of seniority rights. They can then apply for a permanent position in the Relief Pool if they desire.

4. All Relief Pool Summer Students will receive a copy of this agreement, and shall agree to abide by this practice.
5. All Relief Pool Summer Students shall be subject to Article IV, Union Security, Joint Labour Agreement.
6. When information is being placed in a summer student's file, a copy will be made available to the student. Any summer student and/or the parent, with student approval, can make arrangements through Human Resources to review their file.

## **XXV - SHIFT SCHEDULES**

### **(a) Shift Schedule Changes (1970)**

Changes in the shift schedule (i.e., A crew to B crew) and changes in days off will be confirmed in advance, verbally, by the supervisor.

### **(b) Truck Driver Utility (1973)**

The Company will establish the category of Truck Driver Utility at Truck Driver rate and present a job description covering the duties performed in this category. Duties contained in this job description may also be done by others (i.e., snow ploughing and sanding). The Yard/Materials Handling department will be recognized into two separate lines of progression.

## **XXVI - SPECIAL ALLOWANCE SCHEDULE FOR TRAVEL VOUCHER**

Where an employee works overtime, they will be provided a Special Allowance Voucher for Travel, unless transportation has been provided by the Company, on the following basis:

- Zone A - \$16
- Zone B - \$30
- Zone C - \$39
- Outside Zone C - \$41
- See map on page 181.

## **XVII - SPECIAL (PERSONAL) FLOATING HOLIDAY (1986)**

Refer to Article XIII Section 2 (d).

## **XXVIII STATUTORY HOLIDAY PAY (1970)**

The following will apply when calculating statutory holiday pay for an employee who is upgraded above their regular rate of pay:

(a) The higher rate will be used in calculating pay for that statutory holiday when an employee works at the higher rate on the day preceding and following the holiday.

(b) The higher rate will be used in calculating pay for that holiday when the employee would have worked and received the higher rate that day, had there been no statutory holiday.

## **XXIX - WORK DURING NON-OPERATING STATUTORY HOLIDAY**

### **(a) Regular Employees (Pay/Banking)**

1. An employee who is required to work under JLA Article XII will be entitled to have their banked time treated in the same way as a floater.
2. An employee who is on their day off who does not choose to work will have the option of banking, but such time will be treated as Banked Overtime.
3. An employee who is on their regular scheduled day off and volunteers to come in to work at their regular job will have the right to have their banked time treated as Banked Overtime.

### **(b) Regular Employees (Scheduling)**

When the Company requires employees to perform work on a non-production statutory holiday, regular full-time employees will be provided the first opportunity to perform this work under the following arrangements:

## **1. Maintenance Work**

The Company will offer available work to individual tradesmen as follows:

- (i) to regular scheduled tour tradesmen
- (ii) to other tradesmen as required on an alphabetical rotational basis
- (iii) Helpers will first be requested from the maintenance area and then from production as required on a tour basis.
  
- (iv) Tradesperson, oilers and storesperson will be utilized as needed in their job category. They will not be utilized as helpers within this policy.

## **2. Operational Work**

When the Company requires operations personnel to perform "operational" work on a down stat, the following procedures will be followed:

- (i) Offered to normally scheduled crew employees on "position" basis as required. Day crew for days and night crew for nights.
- (ii) If the 'position' person is unavailable, those scheduled on the day or night crews and trained in that position will be requested by seniority.
- (iii) If further requirements are needed, the day off personnel will be requested by seniority if they are currently qualified to do the work.
- (iv) If the nature of the work in the area is non-positional, the same procedure as above will apply, but based on seniority and not position.

**For purposes of this agreement, 'operational' work is defined as:**

- (i) Equipment lock-out and its associated procedures to allow the performance of maintenance work

- (ii) Procedures necessary to allow water washing of Boilers
- (iii) Any other work the parties agree to at Standing Committee

### **3. Non-Operational/Non-Maintenance Work**

Where there are requirements for personnel to perform non-operational/non-maintenance work such as gas testers, manhole watch or spark chasers, etc., the Company will schedule volunteers using the following procedure:

- (i) Employees volunteering must contact Industrial Relations a minimum of 10 days prior to the down stat in order to exercise their mill seniority.
- (ii) Work will first be offered to those normally scheduled employees on a mill seniority basis, Day Crew for days and Night Crew for nights. Normally scheduled employees will be asked before going to (iii).
- (iii) If further requirements are needed, work will be offered to those on days off on a mill seniority basis.

#### **(c) Casual Employees**

Casual employees who do not qualify for Statutory Holiday pay will be utilized to perform work on Statutory Holidays including shutdown maintenance.

### **XXX - STAT FALLING ON A REGULAR DAY OFF**

When an employee's scheduled day off falls on a statutory holiday, the employee may elect to receive eight (8) hours pay in accordance with the terms of the Joint Labour Agreement, or in lieu of this take another day off, with pay, during the Contract year, in the same manner as Banked Overtime. The employee must make their choice on the last time sheet preceding the statutory holiday.



Employees who qualify for the statutory holiday, who are re- quired to work on a statutory holiday, may elect to take another day off with pay, during the Contract year, in the same manner as a floating holiday, or may, in lieu, receive eight (8) hours pay in accordance with the terms of the Joint Labour Agreement.

### **XXXI - TOOL POLICY**

A tradesperson, who inadvertently loses a tool during the course of their duties, may apply to the Maintenance Superintendent for consideration of replacement of the tool by the Company. Each case will be considered on its own merit. A tool which is legitimately broken on the job will be replaced by the Company.

Effective July 1, 1980, the policy will be expanded to provide replacement of worn out tools, which are used by the tradesmen in the course of their work at the pulp mill.

Prior to July 1, 1980 the Apprentice Advisory Committee will develop tool lists for each mill trade. The tools on this list will be a minimum requirement for each tradesperson. A tradesperson will carry additional tools to the list and these will be covered by the tool replacement policy, provided these tools have been approved by the supervisor and recorded on their personal inventory list.

### **XXXII - TRADES**

#### **(a) Trade Lines (1969)**

The Company agrees, as a general principle, to recognize trade lines established in the Pulp and Paper Industry of British Columbia.

#### **(b) Trade Classification**

The Company will establish the following trade classifications:

Pipefitter	Mason/Carpenter
Electrician	Instrument Mechanic

Welder	Automotive Mechanic
Machinist	Oiler
Millwright	Shift Maintenance Assistant (SMA)
Painter	Trade Utility (TU)

**(c) Dual Trades (1973)**

The Company will eliminate the dual trade category of Carpenter/Painter and change Carpenter/Mason to Mason/Carpenter, as requested by the Union.

**(d) Track Maintenance (1973)**

The 3rd Year Apprentice's rate will be paid for the following track maintenance:

1. adjusting and oiling switches
2. repairing or replacing ties
3. levelling tracks or adjusting tracks
4. replacing rails
5. inspecting tracks and switches

**(e) Shift Maintenance Assistant/Lubrication Mechanic**

Effective July 1, 1991 when a Shift Maintenance Assistant (S.M.A.) has worked as relief in the Lubrication mechanic category for a minimum of 1000 hours, has the prescribed tools of the job description and carries out the duties of the Lubrication Mechanic when in a relief role, they will be paid the Lubrication Mechanic for the time so employed.

**(f) Shop Millwright/Tool Operator (1970)**

The Company will classify one employee as Shop Millwright, who in addition to shop Millwright work will be responsible for proper care of Tool Crib equipment and tools.

**(g) Monthly Overtime List**

Effective July 1, 1991 the Company will provide the Union with a list of employees and the overtime worked by each on a monthly basis.

### **XXXIII - TRANSPORTATION FOR STEAM PLANT CREW (1969)**

A suitable small vehicle will be provided for this purpose.

### **XXXIV - VENDING MACHINE (1973)**

The Company is prepared to provide limited space and services to accommodate vending machines.

### **XXXV - MUTUAL POLICY**

Joint Statement on Sexual or Personal Harassment

Skookumchuck Pulp Inc. and Local 15, Public and Private Workers of Canada support the following:

#### **Policy:**

It is the policy of this Company to recognize the right of employees to work in an environment free from sexual or personal harassment. The Company will make every reasonable effort to ensure that no employee is subjected to sexual or personal harassment. This policy applies to all hourly and salaried employees.

For the purposes of this policy, sexual or personal harassment refers to any unwanted conduct (either verbal, physical, visual or by innuendo) that:

1. causes offence or humiliation to an employee;
2. is perceived by an employee as placing sexual conditions on employment opportunities or performance.

#### **Complaint Procedure**

Complaints of harassment should be made in writing directly to a senior person in the Human Resources Department.

All complaints will be investigated in a fair and free manner. The employment status of the complainant will not be jeopardized for issuing a complaint.

When complaints of harassment are found to be valid corrective action will be taken by the Company.

All issues covered by this policy will be treated in a confidential manner.

## **LETTER # 1**

### Gasoline Sales at Mill

The Company will cease fuel sales as of May 1, 2010.

## **LETTER # 2**

### Life Insurance

See Bull Session Article XII.

## **LETTER # 3**

April 23, 1991

### Personal Records

This letter will confirm our commitment during 1991 Bull Session discussions relative to disciplinary material being placed in an employee's file.

The Company will ensure that if a written notation, memo or letter of reprimand is being inserted in an employee's personal file, a copy of that document will also be sent to the affected employee.

## **LETTER # 4**

### Summer Students

Language deleted October 1, 2008.

## **LETTER # 5**

July 8, 1991

### Crew Reductions on Short Notice

The Company recognizes that it is a hardship on employees who come to work, and through no fault of theirs, find that a problem

has resulted in their department being affected by a temporary short-term curtailment for a partial shift.

Whenever it is reasonable, every effort will be made to find alternate employment in such circumstances. It is recognized that it is not possible to guarantee such alternate work.

## **LETTER # 6**

July 9, 1991

This letter will confirm our reaffirmation of the statement made to you in 1988 Bull Session discussions relating to Standing Committee items brought up during those meetings and repeated during 1991 Negotiations.

The following is the list of the Standing Committee items discussed:

- a) March 25th, 1969 - Maintenance Shutdown. Include schematic of operation in Bull Session Agreement.
- b) June 19, 1969 - Relief (Revised to "Seniority Move for Progression Lines", 1997 - 2003 Memorandum of Agreement, Appendix 13)
- c) August 15, 1969 - Job Posting
- d) October 7, 1969 - Job Bidding
- e) October 31, 1969 - Work to be performed by P&R personnel
- f) October 31, 1969 - Payment of representatives (Union) on committees
- g) November 25, 1970 - Freezing in line of progression
- h) January 24, 1973 - Probationary Period
- i) March 5, 1974 - Vacation guidelines, day workers
- j) December 17, 1975 - P&R promotion to ticketed positions (Revised 1997 - 2003 Memorandum of Agreement, Appendix 12)
- k) April 15, 1976 - Priorities for granting time off

## **LETTER # 7**

August 24, 2017

### Vacation Call Back Policy

It is not the policy of the Company to call an employee into work on their vacation days. In exceptional circumstances when an employee's services are required on their vacation days, the Company will contact the Union to seek their agreement to call an employee in such circumstances.

## **LETTER # 8**

### Notification of Contracting Out

Reference Bull Session Article V.

## **LETTER # 9**

July 9, 1991 (Revised August 14, 1991)

### Re: Callout for Overtime Work in Maintenance Department

Considerable discussion took place in 1991 Bull Sessions on the matter of Call Out for overtime work in the Maintenance Department.

Local 15 identified that their concerns were for the "breakdown type" work, stating that their members should be utilized before casuals are called.

The Company explained their rationale for the past practice and acknowledged that it was a source of some ill feeling on the part of some. It also identified that there were some people who consistently refused overtime call outs.

The Company identified that it would modify its policy on overtime in order to utilize regular maintenance employees whenever possible. It would, however, continue to utilize casuals if volunteers were not forthcoming and may use casuals for work over and above that which caused the breakdown.

**LETTER # 10**

February 23, 1995

Addendum II, Schedule 3 - Dayshift Compressed Work

This letter is to confirm that the parties agreed in 1994-95 negotiations that Schedule 3 can be implemented through agreement in Standing Committee.

**LETTER # 11**

Computer Access

Language deleted without prejudice October 1, 2008.

**LETTER # 12**

Oxygen Plant

Language deleted without prejudice October 1, 2008.

**LETTER # 13**

March 23, 1995

Local 15 Future Work

This letter is developed to take into consideration the concerns of Local 15 as far as the possibility of their involvement in future operational plants at the Skookumchuck Pulp Mill site.

The opportunity for maintenance and operation of any future additional plants at the Skookumchuck Pulp Mill will be discussed with Local 15 prior to any outside commitments. Guidelines to decide on Local 15's involvement will be set up during the term of this agreement with the objectives of such discussions being that Local 15 will operate and maintain any such plants.

#### **LETTER # 14**

February 22, 1995

Re: Union Leave Notice

With 7 Days Notice:

If relief is available, overtime payment will not be a factor in granting the officially requested leave.

With Less Than 7 Days Notice:

If relief is available, special consideration will be given to over-time not being a factor in granting officially requested leave.

#### **LETTER # 15**

April 12, 1999

Emergency Response Crew (ERC)

Selection Process

All tour employees will have the opportunity to become members of the ERC based upon Article XVII, seniority, of the JLA following a minimum one year's regular employment at the mill. Present members of the Fire or Spill crews will be given first opportunity to volunteer for the ERC regardless of seniority or shift status.

An appropriate training program will be established by the company to ensure that ERC members will attain and maintain a high degree of



fitness. A doctor's clearance of the volunteer is required before being accepted to the crew.

### Pay / Compensation

Insurance provision of Addendum 1, Article XII will apply for ERC members when responding to an emergency situation, training or in competition. ERC members will receive \$.25/hour above their carded rate for all hours worked upon becoming members of the crew. After completion of four training modules, they will receive an additional \$0.25 an hour for a total of \$0.75 an hour for all hours worked. After completion of the final 4 training modules, they will be paid an additional \$0.25 an hour for a total of \$1.00 an hour for all hours worked.

The content of the 12 training modules will be developed by the ERC leadership Group.

### Training

Training of ERC members will be provided on their designated days off. It is understood that ERC members must commit to attend training sessions. However, if a member is unable to attend on their day off and wants to make up the missed training they will be given the opportunity to train on their regular shift. If an ERC member is unwilling to attend 50% of the scheduled training for the year, they will be removed from the crew. All overtime provisions of the JLA will be paid where applicable.

### Vacation and Time Off

The establishment and operation of the ERC will not negatively impact upon the granting of time off.

## **LETTER # 16**

April 12, 1999

### Beard Policy

The importance of a Facial Hair Policy at the mill is that people are

prepared to respond to an emergency where self-contained breathing apparatus is required and also to protect the individual doing specific tasks within his occupation.

On the condition of successful implementation of the documented ERC Program, where success is defined as a minimum of 10 volunteers from each crew and is recognized for those crews, there will be further relaxation of our Mill Beard Policy. These 10 employees must not include any more than two operators from each crew from the Pulping Group control room and the Power and Recovery control room, in order to respond to an emergency at an operational level.

Beyond those required for Emergency Response, the following people are to be clean shaven:

1. Power and Recovery - top 3 operators
2. Pulping Group Operators
3. All personnel using the elevators
4. All personnel using man lifts/baskets (note last paragraph)
5. Shift electricians
6. #4 Chip Handling operator
7. Shift pipefitters
8. All welders
9. All painters
10. Machine Tenders

This allows the following personnel to be added to the list of personnel not required to be clean shaven unless their task for that day calls for a face sealing respirator:

1. All Instrument Mechanics
2. Machinists, depending on their task
3. Day Pipefitters, depending on their task
4. #1, #2, and #3 Chip Handling Operators
5. Shift Millwrights, depending on their task
6. All Machine Room positions with the exception of the Machine Tender
7. Maintenance helpers, TUs, SMAs & Oilers.

Where a person's work or assigned task has or develops a condition

that requires a face sealing respirator, the individual is expected to shave and use that respirator. If the individual has to shave in order to meet the regulations, there will be no discussion on the matter and it will be done expeditiously not to delay the job at hand.

## **LETTER # 17**

April 12, 1999

### **Relief Supervision Agreement**

This Agreement will apply when it is determined that Supervisory Relief will be provided by hourly employees as follows:

1. Relief Supervisory positions will be posted.
2. Three (3) weeks' minimum training will be given.
3. Selections of Relief Supervisors will be in accordance with Article XVII - Seniority, Section I: Principles: (a) The Company recognizes the principles of seniority in their application to the promotion, demotion, transfer, layoff, 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) Qualifications and abilities for a Relief Supervisor will be assessed through:
  - (i) An aptitude assessment;
  - (ii) Participation in a selection interview panel;
  - (iii) Completion of or enrollment in the Management Training Program;
  - (iv) When requested by the Company, the Relief Supervisor will enroll in additional training programs which will help them better perform their duties.
4. No employee's time off will be prejudiced as a result of an employee being moved up to a Relief Supervisory position.
5. When training or being employed as a Relief Supervisor the rate of pay will be 10% above the highest hourly rate of the employees being supervised.

6. Relief Supervisors will be expected to carry out all the duties of a Supervisor, with the exception of discipline.

7. Relief Supervisors will regularly have their performance evaluated and feedback will be given. If the performance is not satisfactory, the employee will be given a chance to improve before selection of another employee for the position. The Company will review with the Union Standing Committee before the employee is removed from the position.

8. Relief Supervisors will be expected to actively participate and pass the Supervisory Training Course on the same basis as a staff Supervisor. The Company may ask for additional training in areas that will help the Relief Supervisor better perform their job.

9. The Company will post for Relief Supervisors within the first year of the agreement. The trained, senior, qualified (available) employee will be offered the opportunity to do the relief supervision. (Amended April 6, 2003).

10. This Agreement may be canceled by: (1) either party with thirty (30) days written notice, or (2) within seven (7) days if mutually agreed by the Union and the Company.

## **LETTER # 18**

April 12, 1999

### Clarification Letter on Flexibility

This letter outlines an understanding between the PPWC, Local 15 and Skookumchuck Pulp on the intent and implementation of flexible work practices at Skookumchuck Pulp.

1. The Company and the Union are committed to implement flexible work practices in a safe and common sense manner.

2. The Company and the Union will work together, collectively and individually, to identify and seize the benefits flexibility is intended

to provide. By so doing we will enhance the viability of Skookumchuck Pulp Inc. which should improve employment security.

3. Upon ratification of this agreement, each employee will utilize all of their existing skills as well as:

- those which have been taught in the apprenticeship program and have been restricted by past practice and may require refresher training;
- those which can be passed on by hands on instruction and those which can be developed without extensive training;
- those skills acquired while assisting each other, regardless of department or occupation;
- employees having multi-trade qualifications will be expected to utilize all skills of their qualifications while respecting the individual's core trade.

4. Employees will learn and utilize new skills to enhance their effectiveness. New skills will be acquired through the delivery of module training and ongoing training. It is the responsibility of the Company to provide the training. The Company and Union should work together in the identification, development and delivery of the training material.

5. The Company will endeavor to deliver Module I training within 18 months of ratification and the second maintenance module within 30 months of ratification. Should the Company fail to provide an employee's training for reasons beyond the employee's control, the flexibility compensation for that module will be paid 18 months and 30 months after date of ratification as applicable. Employees failing to complete the training for reasons outside the Company's control (e.g., illness, earned time off, failure to demonstrate competency, etc) will not receive flexibility compensation until the training has been completed. Special cases may be referred to the Joint Council. Should an employee be unable to attend a scheduled module training session for reasons beyond his control the Company will make every

reasonable effort to reschedule the employee for training upon the employee's return to work.

- Wherever possible, module-based training will be assigned by seniority.
- The premium associated with each module will be paid upon successful completion of the module by that individual. Successful completion will be determined by demonstrating competency and ensuring that the employee understands the materials taught. The Company will recognize 50% of the rates upon successful completion of 50% of the module.
- The individual will be expected to utilize new skills when learned.

6. The length of time that a maintenance employee will be assigned work outside of their classification will depend upon the circumstances in terms of productivity, safety and capabilities. The core of the trades will be respected; however employees will use all of their existing skills and new skills in completing their tasks. Tasks will be assigned in a fair manner.

7. In operations, an operator can be assigned work outside his line of progression while his equipment is operating if it makes good common and business sense. Control room operators will not be assigned such tasks unless alternate arrangements have been made to cover their duties. Under normal circumstances, for work outside the line of progression, the junior person will be assigned the task unless his work requirements prevent it. In this case, the next junior person will be assigned. It is the intent of the Company to utilize the current practices of filling vacancies that are scheduled in advance in the lines of progression. Tasks will be assigned in a fair manner, respecting lines of progression and seniority.

8. It is every employee's responsibility to ensure that the economic value of flexibility is achieved.

9. Wherever there is a work requirement that is governed by regulations or legislation, a person with the appropriate certification will do the work. It is recognized that not all aspects of such a job needs to be done by a person with appropriate certification.

10. The Company and the Union believe that flexible work practices will enhance our employee's abilities and are intended to assist in reducing contracting out of work.

11. Opting out Provision:

Employees age 61 and over in 1999 will have the opportunity to opt out of module training. Employees selecting the opting out provision will receive the flexibility premium of 45 cents per hour for maintenance employees or 20 cents per hour for operating employees, whichever is applicable, for the immediate utilization of existing skills that may not have been previously used for restrictive work practices. Employees who elect the Opting out Provision will not be entitled to any module premium. This is a one-time opportunity and will not be offered after June 30, 1999.

12. Module Training Premium - New Hires

This section is effective 30 months after date of ratification.

- Employees hired with flexibility qualifications will be paid the module premium payment(s) effective date of hire.
- Employees hired without flexibility qualifications will be given module training and upon successful completion paid the module premium payment(s) retroactive to date of hire.

## **LETTER #19**

April 6, 2003

### Trades Relief Pool

Where the Company hires temporary tradesperson for the purpose of a specific project, the tradesmen will be terminated upon completion of the task. Other than for cause, the Company will not terminate a tradesperson for the specific reason of ensuring the tradesperson does not complete a probationary period.

## **LETTER #20**

April 6, 2003

### Punitive Damages for Contract Violations

The Company will sit down with our Supervisors and Managers to explain the seriousness of scheduling errors. The Company will track scheduling errors and will address areas of consistent problems.

## **LETTER #21**

April 6, 2003

### Bottled Water and Dispensers

The Company will train additional operators to ensure the chlorine residual tests are done. In addition, the Company will investigate an inline Chlorine monitor with the intention of installing it. Also, there will be an independent assessment of our water quality, the results of which will be shared with the Local.



## **LETTER #22**

### Training rates for Operators

The Company and Union agree once trained at the entry level position, employees training further up the line of progression positions will be paid a minimum of the department entry level position rate.

## **LETTER #23**

December 22, 2012

### Parallel hours

When contractors are on site performing work associated with planned shutdowns (major, area or equipment) and utilizing trades which would be available at the mill, parallel hours will apply. The Company will endeavor to offer equal hours to Local 15 workers of the same trade. It is understood that there will be no accumulation or banking of parallel hours.

## **LETTER #24**

August 21, 2008

### Union, Management Liaison Committee

The Company and Union will work together to establish a functioning committee titled the Union, Management Liaison Committee. The Committee will meet quarterly.

## **LETTER #25**

August 21, 2008

### Crew Moves

The Company and Union agree to amend the current time frame for crew moves as follows:

1. Where it is known in advance that the employee will be absent for a period in excess of 45 days the crew move will be made within a reasonable timeframe.
2. Where an employee within a line of progression is absent for 60 days, crew moves will be made at the time until the employee returns.

## **LETTER #26**

May 1, 2012

### Seniority – Article XVII

The Company and Union agree to the following with respect to Article XVII Section 2:

An employee who is successfully appointed to a regular job posting will not be eligible to bid on another job posting until one year following the seniority date of their current bid position. Unless the employee:

- Has been displaced from that regular position through no fault of their own and they are bidding back into the department they were displaced from.
- Is bidding on an apprenticeship posting.

## **LETTER #27**

August 21, 2008

### Statement of Policy – Article II (d)

The Company and Union agree to the following definition of the word “Emergency”:

“Emergency” means a sudden, unexpected occasion or combination of events calling for immediate action, which could not have been undertaken prior to the event; contingent on the particular circumstances of the situation.

## **LETTER #28**

### Leave of absence for Steam Plant Personnel – Exhibit D

The Company and Union agree where an employee travels by private automobile transportation, such transportation will be recognized as an eligible form of transportation and vehicle expenses will be available at the Company kilometer allowance for attending a recognized vocational school.

## **LETTER #29**

January 1, 2013

### Stationary Engineer / Trades Course Material

Stationary engineering and trades course materials to be purchased by the Company prior to the employee starting said course. Should an employee abandon or fail the course they must reimburse the company. i.e.: for 4th and 3rd Class complete with timeline, 2nd Class must be completed within 5 years of receiving course material

It is understood that a 2nd Class Ticket is currently not a job requirement.

In the event that an employee is in their last month of the timeline to complete their third class ticket, the Company shall cover their wages for one shift, in the event that their only option to write an exam was on their normal work day or on the day immediately following a night shift.

### **LETTER #30**

August 24, 2017

Amended July 31, 2022

#### Health and Wellness

Upon ratification the company will provide all active fulltime employees \$150.00 as a health and wellness incentive and there after payable in May of each year.

### **LETTER #31**

May 1, 2012

#### Union Representation

The Company will continue to respect the union's right to fair representation of their members. The Company does not have an issue with a Local 15 member selecting their shop steward providing it can be done in a timely manner and efficiently as determined by the supervisor. The shop steward can leave work only with the permission of their direct supervisor and such permission will not be unreasonably withheld providing it does not affect the efficiency of the operation.

## **LETTER #32**

May 1, 2012

### Union Education Fund

The Company agrees to pay Local 15, \$0.04 on all hours worked as an education fund, with the understanding that Local 15 will provide to the Company an annual report of expenditures of the education fund. To be administered by Local 15 and paid on a monthly basis.

## **LETTER #33**

### Maintenance Call-In

A maintenance day worker called in, who works after midnight, shall receive time off with pay within the same calendar day, equal to the time worked between 11:30 pm and 7:30 am; (i.e. hour for hour) provided they are scheduled to work their dayshift that calendar day. The employee will have the option to report at the deferred starting time.

## **LETTER #34**

May 1, 2013

### Overtime Cancellation Procedure

- a) Upon acceptance of an overtime shift by a worker; the shift is considered scheduled.
- b) The Company may cancel an overtime shift no later than 48 hours prior unless there are circumstances beyond the Company's control.
- c) If the Company fails to provide 48 hours' notice of cancellation of an overtime shift, then the employee will be offered a make-up shift, at a mutually agreeable date and time.
- d) Notwithstanding, a scheduled overtime shift can be cancelled upon mutual agreement between both parties.
- e) This procedure will be reviewed prior to December 31, 2013 to ensure effectiveness.

## **LETTER #35**

August 24, 2017

### **Banking of Overtime**

This agreement may be cancelled by: (one) either party with thirty (30) days written notice or, (two) within 7 days if mutually agreed to by the Union and the Company. Consistent with the Company's efforts to have employees attend work on a more regular basis, employees will be afforded the following option: Double time pay for hours worked that qualify for banking, as provided for in the Joint Labour Agreement.

## **LETTER #36**

July 31, 2022

### **R-Day Entitlement**

The employee will have the option of working their R-days, it is understood that if the employee elects to work their R-days, they must make the option known prior to the start of their 18 weeks averaging period, if they do not make their choice known prior to the start of the 18 week averaging period, then it will be assumed that they will be taking their R-days off. All overtime provisions apply.

This Letter of Understanding will expire at the end of the Joint Labour Agreement 2021 – 2025.

**ADDENDUM II**

**SCHEDULES 1, 2, 3 AND 4 MEMORANDUMS**

**OF AGREEMENT**

**BETWEEN**

**SKOOKUMCHUCK PULP INC.**

**AND**

**PUBLIC AND PRIVATE WORKERS OF CANADA  
LOCAL 15**

**SCHEDULE 1**

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**PUBLIC AND PRIVATE WORKERS OF CANADA  
LOCAL 15**

**AND**

**SKOOKUMCHUCK PULP INC.**

For the purpose of a compressed work week schedule for Tour Workers (Standard Agreement) the parties hereby agree to the following terms and conditions:

1. The word "DAY" means a period of twenty-four (24) hours beginning at 8:00 a.m

The word "SHIFT" means a tour of twelve (12) hours either 8:00 a.m. to 8:00 p.m. and/or 8:00 p.m. to 8:00 a.m.

The word "WEEK" means a period of seven (7) calendar days beginning at 8:00 a.m. Sunday.

2. This agreement may be cancelled by: (one) either party with thirty (30) days written notice, or, (two) within seven (7) days if mutually agreed to by the Union and Company.
3. The implementation of the compressed work week will be on the condition that there will be no extra cost to the Company and the efficiency of any department or departments will not decrease.
4. a) Overtime will not be payable should the Compressed Work Week Schedule be abandoned and the parties revert back to the standard eight hour schedule.  
b) An eight (8) hour Day Worker entering the schedule to relieve, will be paid on the first day, eight (8) hours straight time and four (4) hours overtime, unless adequate notice was given as per Article VI, Section (3) of the Collective Agreement. The next days in the schedule will be in accordance to this compressed work week schedule. Call time will not apply.  
c) Relief employees entering or leaving the compressed work week will have time off arranged on a basis of working forty (40) hours per week over an averaging period.
5. Overtime at the rate of time and one half will be paid to tour workers on the following basis:



- 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 XII and Article XIII of the Joint Labour Agreement.
  - b) For all work in excess of twelve (12) hours in any one day.
  - c) For work in excess of forty (40) average per week. By average is meant the number of weeks mutually agreed upon in advance as the correct schedule. The compressed work week, 12-hour shift, 3 on - 3 off, averaging period will be eighteen (18) weeks.
6. a) Tour workers who work in excess of twelve (12) consecutive hours on a regularly scheduled shift, or in excess of eight (8) consecutive hours on a scheduled day off shall have the option of receiving the overtime premium on the basis of Article VI of the Joint Labour Agreement or of receiving straight time for the hours in excess of twelve (12) or eight (8) consecutive hours respectively, and taking equivalent time off in units of not less than four (4) hours at the hourly rate of the job when the work was performed, at a time suitable to the Employee and the Company during the contract year.
- b) Any overtime remaining at the end of the 2nd Contract Year after which it is banked shall be paid their 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. For the purposes of the twelve (12) hour shift schedule, the payment of Shift Differential will be based on tour work being scheduled 8-4, 4-12 and 12-8 in accordance with Article VII - Section 2, Paragraph (a) of the Joint Labour Agreement.
9. Employees who are employed on a continuous 20 or 21 shift per week schedule, or on a schedule of 14 twelve-hour shifts per week, will receive shift differential for all hours worked while on that schedule. This premium will be paid in addition to the hourly rate.
10. An employee who has been employed for less than one year and does not qualify under (B) of Article XI - Vacations of the Joint Labour Agreement will receive a vacation of 1/4 day for each 40 hours of actual work performed during the preceding vacation period provided no vacation of less than one day will be granted.
11. Employees will be allowed to take vacations on a tour basis. For the purpose of the twelve (12) hour shift schedule, a tour will be the number of consecutive working days without a scheduled day off.
12. a) For the purposes of the twelve (12) hour shift, floating holiday entitlement will be forty (40) hours subject to all other conditions of Article XIII of the Joint Labour Agreement.  
b) Employees regularly scheduled on the compressed work week schedule are entitled to 12 hours pay for their five (5) floating holidays. Pay for floating holidays for employees relieving into the CWW Schedule will be in accordance with JLA Article XIII, Section 1, paragraph 3.

13. For the purpose of the twelve (12) hour shift schedule, entitlement to supplementary special (personal) floating holidays will be calculated on the basis of the number of days for which the employee has qualified multiplied by eight (8) hours, subject to all other conditions of Article XIV of the Joint Labour Agreement.
14. Taking of special (personal) floating holidays and supplementary special (personal) floating holidays:
  - a) Personal floating holidays will be grouped together so that days can be taken off in twelve (12) hour units.
  - b) Personal floating holidays can, at the employee's option, be taken off as eight (8) hour units (see 12B).
  - c) Special (personal) floating holidays will be grouped together so that days can be taken off in twelve (12) hour units.

With the above exceptions and those elsewhere in the Memorandum of Agreement, all other conditions of the Joint Labour Agreement will apply to matters covered in this Item 14.

15. Taking of Banked Overtime, Deferred Vacation Time and Deferred Statutory Holiday Hours:
  - a) Banked overtime, deferred vacation time from a week(s) vacation and deferred statutory holidays hours, will be grouped into twelve (12) hour units.
  - b) Deferred vacation time from a week(s) vacation and deferred Statutory Holiday hours, can only be taken off in units of twelve (12) hours.

- c) Banked overtime can be taken off in units of two (2) or more hours.
  - d) On a Statutory Holiday, if an employee elects to take pay for the holiday, they may also take four (4) hours from the above bank to supplement the statutory holiday pay. This applies only to people who would normally work on a Statutory Holiday or to people who would be on their normal day off.
  - e) At the end of the contract year, any deferred vacation hours which are less than twelve (12) hours will be paid to the employee.
  - f) At the end of the Second Contract Year, any banked overtime hours not taken which are less than twelve (12) hours will be paid at the deferred half time banked rate.
  - g) The above banked hours will not be covered by overtime.
  - h) These will not be granted after the fact.
  - i) With the above exceptions and those elsewhere in this Memorandum of Agreement, all other conditions of the Joint Labour Agreement will apply to the matters covered in this item 15.
16. When a 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 they shall be compensated at their regular straight time hourly rate for hours lost from their regular schedule for a maximum of twenty-four (24) hours, according to the provisions of Article XVIII, Section 2 of the Joint Labour Agreement.

17. Any regular full-time employee who is required to perform jury duty, or who is subpoenaed to serve as a witness in a Court action or Coroner's Inquest, save and except actions involving the Company or Trade Unions, unless subpoenaed by the Crown, on a day on which they would normally have worked, will be reimbursed by the Company for the difference between the pay received for such duty and their regular straight time hourly rate of pay for their 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 in accordance with the provision of Article XVIII, Section 3 of the Joint Labour Agreement.
  
18. When an employee is injured on the job and, on the advice of a doctor, does not return to work, they will receive pay for the full shift on which they were injured to a maximum of twelve (12) hours at their regular rate of pay.
  
19. When an employee's scheduled day off falls on a Statutory Holiday or he works on a Statutory Holiday, the qualified employee may elect to receive eight (8) hours pay in accordance with the terms of the Joint Labour Agreement, or in lieu of this, take another eight (8) hours off with pay during the Contract Year at a time suitable to the employee and the Company so that there is no loss of production. If the employee elects to bank this day, then it will be put into the bank referred to as Item #15 and will be subject to those conditions under Item #15.

## 20. R-Day Pay Deferral

“Employees working a compressed work week schedule (CWW) will have the option of deferring two hours straight time pay per week, at their pay rate, for purposes of receiving this pay during their next scheduled averaging days (R Days).”

### General Rules:

- (1) Employee would have to elect in the previous averaging period whether they want to defer two (2) hours pay/week into their R Day Pay Deferral.
  - (2) Once the 18 week averaging period starts they would be locked into the decision for that period.
  - (3) The accrued “R Day Pay Deferral” would automatically be paid through the normal pay system for the period covering the time on which the employee was on “R Days” off. The employee cannot elect to defer payment into a future date beyond that pay period.
21. Weekly Indemnity benefits will continue to be calculated on the basis of seven (7) calendar days and the loss of income that has occurred.
22. It is understood by both parties that problems may arise during the trial period. Should this occur, the twelve (12) hour shift committee will meet to resolve the problem.
23. It is clearly understood by both the Company and the Union that replacements must be available for relief purposes when required and that if replacements cannot be made by shift move-ups, then these replacements must come from employees on their scheduled days off.

In the event there is no adequate relief available, then the Company will schedule people to cover and the area will revert back to eight (8) hour schedule until adequate relief in the twelve (12) hour shift committee's opinion can be maintained for resumption of the twelve (12) hour shift schedule.

24. Employees will give us as much notice as they possibly can on requests of leave, so that they can be replaced at straight time. Requests for leave will not be granted if overtime is a requirement for granting leave. Otherwise, the necessity to work employees on their days off will effectively negate the benefits from additional days free from work in the compressed work week.
25. For purposes of calculating overtime, the scheduled work week shall be reduced by eight (8) hours in any week in which a recognized paid Statutory Holiday occurs. Should more than one recognized paid Statutory Holiday occur in any week, the scheduled work week shall then be reduced by eight (8) hours for each such paid Statutory Holiday.

For example, in a forty-eight (48) hour work week in which one recognized paid Statutory holiday occurs, overtime will be paid for hours worked in excess of forty (40). Should it happen that two (2) recognized paid Statutory Holidays occur in one week, then overtime will be paid for hours worked in excess of thirty- two (32) of that particular week.

With the above exception, all other conditions will apply as laid out in Article VI - Hours of Work, in the Joint Labour Agreement.

## **SCHEDULE 2**

### **MEMORANDUM OF AGREEMENT**

#### **BETWEEN**

#### **PUBLIC AND PRIVATE WORKERS OF CANADA LOCAL 15**

#### **AND**

#### **SKOOKUMCHUCK PULP INC.**

For the purpose of a compressed work week schedule for Tour Relief Twelve (12) Hour Day Workers, the parties hereby agree to the following terms and conditions:

1. This agreement may be cancelled by: (one) either party with thirty (30) days written notice, or, (two) within seven (7) days if mutually agreed to by the Union and Company.
2. This Memorandum is consistent with the terms of the Collective Agreement and Standard Compressed Work Week Agreement for Tour Workers and does not restrict the Company's ability to schedule as required.
3. Employees in this schedule are relief day workers unless assigned to relieve into the continuous tour schedule.
4. The averaging period in this schedule is eighteen (18) weeks as outlined in the Standard Compressed Work Week Memorandum.
5. Relief employees will not be paid Continuous Operating Premium (C.O.P.) unless relieving into the continuous tour schedule.



6. Relief positions are non-replaceable.

7. R-Day Pay Deferral

“Employees working a compressed work week schedule (CWW) will have the option of deferring two hours straight time pay per week, at their pay rate, for purposes of receiving this pay during their next scheduled averaging days (R Days).”

General Rules:

- (1) Employee would have to elect in the previous averaging period whether they want to defer two hours pay/week into their R Day Pay Deferral.
- (2) Once the 18-week averaging period starts they would be locked into the decision for that period.
- (3) The accrued “R Day Pay Deferral” would automatically be paid through the normal pay system for the period covering the time on which the employee was on “R Days” off. The employee cannot elect to defer payment into a future date beyond that pay period.

## **SCHEDULE DIVISION 3**

### **MEMORANDUM OF AGREEMENT**

#### **BETWEEN**

#### **PUBLIC AND PRIVATE WORKERS OF CANADA LOCAL 15**

#### **AND**

#### **SKOOKUMCHUCK PULP INC.**

For the purpose of a compressed work week schedule for Twelve (12) Hour Day Workers, the parties hereby agree to the following terms and conditions:

1. This agreement may be cancelled by: (one) either party with thirty (30) days written notice, or (two) within seven (7) days if mutually agreed to by the Union and Company.
2. Overtime will not be paid if incurred as a result of implementing or discontinuing the compressed work schedule.
3. This Memorandum is consistent with terms of the Collective Agreement and Standard Compressed Work Week Agreement for Tour Workers and does not restrict the Company's ability to schedule as required.
4. The implementation of the Compressed Work Week will be on the condition that there will be no extra cost to the Company and the efficiency of any department or departments will not decrease.
5. Employees in this schedule are day workers and will not be paid Continuous Operation Premium (C.O.P.).

6. The Company Policy for a vacation leave option for tour workers does not apply to day workers scheduled under this agreement.
7. Workers on this schedule will work a combination of four (4) day weeks and three (3) day weeks averaged over the eighteen (18) week averaging period to forty (40) hours.
8. Relief employees entering or leaving the compressed work week will have time off arranged on a basis of working forty (40) hours per week over the averaging period.
9. The Company will recognize the compressed work weekday shift to be twelve (12) consecutive hours.
10. Day workers who work in excess of fourteen (14) 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 fourteen (14) 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 the purpose 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 (1/2) premium pay.

**SCHEDULE DIVISION #4**  
**COMPRESSED WORK WEEK SCHEDULE**  
**FOR DAY WORKERS**  
**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**PUBLIC AND PRIVATE WORKERS OF CANADA**  
**LOCAL 15**  
**AND**  
**SKOOKUMCHUCK PULP INC.**

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For workers assigned to work on the compressed work week schedule for Day Workers, the parties agree to the following terms and conditions:

1. This agreement may be canceled by: (one) either party with thirty (30) days written notice or, (two) within seven (7) days if mutually agreed by the Union and Company.
2. Overtime will not be paid if incurred as a result of implementing or discontinuing the compressed work week schedule.
3. This memorandum is consistent with the terms of the Collective Agreement and Standard Compressed Work Week Agreement for Tour Workers and does not restrict the Company's ability to schedule as required. In case of conflicts between the terms of this memorandum and any

other terms found outside of this memorandum, the terms of this memorandum of agreement shall apply.

4. The Company will assign schedules as required on an individual or crews basis to maximize efficiency and productivity and to control costs. The 8 hour day worker schedule and the crew 12 hour day workers schedule 2 and 3 remain available for scheduling at the company's option. It is the intention of the Company to schedule maintenance day workers and certain other non-maintenance day workers on the 10 hour schedule. The Company will notify the Union of their intention to reschedule any day workers, on a shift other than a 10 hour schedule, and will, emergencies excepted, afford the Union the opportunity to review it with the Company prior to a final decision being made.
5. Definitions:  

The word "day" means a period of twenty four (24) hours beginning at 8:00 a.m.

The word "shift" means a period of eight (8) or ten (10) consecutive hours.

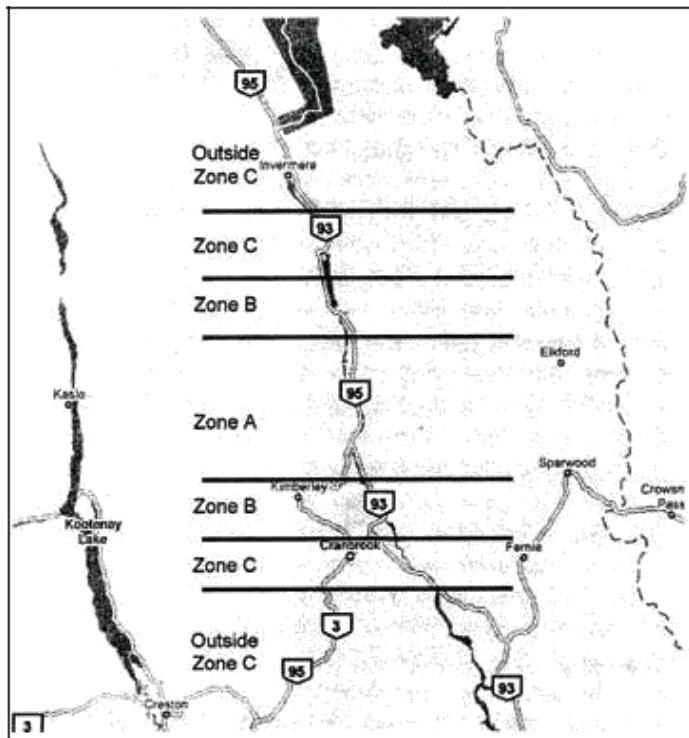
The word "week" means a period of seven (7) consecutive calendar days beginning at 8:00 a.m. Sunday.
6. Employees on this schedule are day workers.
7. The payment of Shift Differential will be in accordance with Article VII Section 2 of the JLA.
8. The Company Policy for vacation leave for tour workers does not apply to day workers scheduled under this agreement.

9. As with tour workers, individuals working under this agreement will be expected to work through their break periods if the task or condition of the mill requires it. For employees working on the 10-hour schedule, the Company will recognize two 25 minute paid rest breaks; for employees working on the 8 hour schedule, the Company will recognize two 20 minute paid rest breaks. No personal clean-up time is provided.
10. Overtime at the rate of one and one half (1 ½) will be paid to employees working under this schedule on the following basis:
- 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 XII and Article XIII of the Labour Agreement, unless agreed otherwise at Standing Committee.
  - b) For all work in excess of eight (8) or ten (10) hours in any one (1) day or in excess of eight (8) or ten (10) consecutive straight time hours depending on the employee's schedule.
  - c) For work in excess of forty (40) hours per week. The same principles of averaging 8 hour day workers, being scheduled in and out of CWW Schedules I, II, and III, will be applied to employees moving in and out of Schedule IV to Schedules I, II, and III or the 8 hour day worker schedule.
  - d) For work in excess of eight (8) or ten (10) hours performed on an employee's designated day off as provided in Article VI, Section 3 of the Labour Agreement.

11. For this schedule, the first sentence of Article VI, Section (3) (iii) of the Labour Agreement shall read, “Employees working under Schedule IV who work in excess of eight (8) or ten (10) hours depending on the employees’ schedule in a day shall have the option of receiving the overtime premium for hours in excess of eight (8) or ten (10) hours depending on the employees’ schedule or receiving straight time for hours in excess of eight (8) or ten (10) hours depending on the employees’ 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 where the time was earned.
12. An eight hour Day Worker entering the schedule, will be paid on the first day, eight hours straight time and two (2) hours overtime, unless adequate notice was given as per Article VI, Section 3 of the Labour Agreement. The next days in the schedule will be in accordance to this compressed work week schedule. Call time will not apply.
13. Employees working under this agreement will normally be scheduled to work either any four (4) consecutive days or any five (5) consecutive days in any given week. The Company will assign which days of a week will be the schedule for employees on a crew or on an individual basis as required. The normal schedule of work under this Agreement is 4 consecutive days either Monday to Thursday or Tuesday to Friday, for ten (10) hour shift workers and Monday to Friday for eight (8) hour shift workers. The Company will notify the Union of their intention to reschedule any day workers on a weekly schedule other than one of the preceding schedules, and will, emergencies excepted, afford the Union the opportunity to review it with the Company prior to a final decision being made.

14. When an employee is not required on a statutory holiday, their schedule will reflect that and they will only be paid for hours worked.
15. Schedule IV day workers on the 10-hour schedule will receive a 2 hour top up for each 8 hours Special (Personal) Floating Holiday taken. The rate paid will be the same as the rate paid for the 8-hour floater.
16. It is the Company's intent to average all day maintenance workers relieving into shift over the fixed 18-week periods divided into three equal blocks of 6 weeks.
17. This agreement supersedes all other agreements and practices related to the 10-hour shift schedule.





Dated for Reference, November 10, 2021

**PPWC ARTICLE XVI – PENSION PLAN**

**LETTER OF UNDERSTANDING**  
**("LOU")**

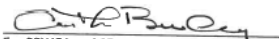
- A. Under Bill C-30 that received Royal Assent on June 29, 2021, the Income Tax Act does not permit accruals under a registered pension plan after age 71.
- B. This pension legislation change no longer permits a retired plan participant to accrue additional benefits under the plan.

**THEREFORE:**

1. Effective immediately, the Company will no longer make the 10% employer contributions to the Pension Plan for active employees over 71 years of age or for employees returning to work after commencing retirement.
2. The Parties agree to set up a pooled fund/trust for which the 10% contributions will be deposited into.
3. A Committee comprised of the PPIP trustees will be struck and will meet within one year after ratification. The Committee will decide the most appropriate use for the pooled fund/trust.



For PPWC Local 15



For PPWC Local 15

Date: July 14, 2022



For Skookumchuck Pulp Inc.



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Date: July 14, 2022