

**January 1<sup>st</sup> 2019 to April 30<sup>th</sup> 2025**

**LABOUR AGREEMENT**

**BETWEEN**

**HOWE SOUND PULP AND PAPER CORPORATION**

**AND**

**LOCAL #8 PUBLIC AND PRIVATE WORKERS OF CANADA**

**LABOUR AGREEMENT  
IN THE PROVINCE  
OF BRITISH COLUMBIA  
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**AND**

**LOCAL #8 OF THE PUBLIC AND PRIVATE WORKERS OF CANADA**

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

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‡ the double sword notation is used before references to other Articles within the document.

## **ARTICLE 1 – GENERAL**

### **Section 1: Purpose**

- 1.1 The general purpose of this Agreement is, in the mutual interest of the employer and employee, to provide for the operation of the Plant hereinafter mentioned under methods which will further, to the fullest extent possible, the safety and physical welfare of the employees, economy of operation, quality and quantity of output, cleanliness of Plant and protection of property. It is recognized by this Agreement to be the duty of the Company and the employees to cooperate fully, individually, and collectively, for the advancement of said conditions.

### **Section 2: Mutual Responsibilities**

- 2.1 It is recognized by this agreement to be the duty of the Signatory Company to explain fully the terms of this Agreement to all its officers, and others engaged in a managerial capacity and it is recognized to be the duty of the Signatory Union to explain fully to its members, its and their responsibilities and obligations under this Agreement.

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

- 3.1 It is agreed by the Union that there shall be no strikes during the period of this Agreement. It is agreed that there shall be no lockouts by the Signatory Company during the period of this Agreement. The bargaining unit shall abide by any other strikes or picket lines of any other union or organization that are affected at Howe Sound Pulp and Paper.

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

- 4.1 The parties hereto subscribe to the principles of the Human Rights Code of B.C.
- 4.2 The Company and the Union recognize their respective obligations and responsibilities to provide a work environment free from sexual or personal harassment.

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

- 5.1 In the event of a change in employer status, members of Local 8 will retain all of their rights under the Labour Agreement.

## **ARTICLE 2 – DEFINITIONS**

### **Section 1: Terms**

- 1.1 Wherever used in this Agreement, including Exhibits:
- 1.2 The word **COMPANY** and/or **EMPLOYER** refers to Howe Sound Pulp and Paper.



- 1.3 The word **EMPLOYEES** refers to all persons on the payroll of the Signatory Company, excepting: those engaged as managers and those represented by any other union excluding those employed on jobs listed in Exhibit "A".
- 1.4 A complete list of the job categories and rates of the **EMPLOYEES** under this Agreement is attached hereto as Exhibit "A".
- 1.5 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 they are usually employed, their status as to tour or day work during such temporary assignment is determined by the nature of such assignment. All other employees are considered Day Workers.
- 1.6 The word **DAY** means a period of twenty-four (24) hours beginning at 7:00 a.m., or at the regular hour of changing shifts nearest to 7:00 a.m.
- 1.7 The word **WEEK** means a period of seven (7) calendar days beginning at 7:00 a.m. Sunday, or at the regular hour of changing shifts nearest to 7:00 a.m.
- 1.8 The words **MILL SENIORITY** shall mean length of continuous service with the Company, Howe Sound Pulp and Paper.
- 1.9 The words **BARGAINING UNIT SENIORITY** shall mean length of continuous service accumulated within the Howe Sound Pulp and Paper/PPWC bargaining unit.

## **ARTICLE 3 – BARGAINING AGENCY**

### **Section 1: Recognition**

- 1.1 The Company recognizes the Public and Private Workers of Canada Local #8 as the certified unit for its employees as defined in this Agreement.

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

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

## **ARTICLE 4 – UNION SECURITY**

### **Section 1: Cooperation**

- 1.1 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 the policy herein expressed. Any new employee shall be introduced to the shop steward by a management representative within three (3) days of starting work.

## **Section 2: Union Shop**

- 2.1 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 ninety (90) calendar days after becoming employed by the Company.

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

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

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

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

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

- 5.1 The Company will deduct union dues from new employees who have worked a minimum of forty (40) hours.
- 5.2 The Company will provide a bi-weekly detailed accounting of union dues collected 30 days post pay period. Employees will be paid bi-weekly.

## **Section 6: Casual Employees (employees working under 90 calendar days)**

- 6.1 Union dues of 2% of Gross Earnings will be deducted each pay period.

## **Section 7: Full Time Employees (employees hired as a Full-Time employee and serving a 90-calendar day probationary period.)**

- 7.1 Deductions will be made based on monthly due deductions set by the Union.

## **ARTICLE 5 – STANDING COMMITTEE**

### **Section 1: Terms**

- 1.1 Standing Committee shall be maintained in the following manner:
- 1.2 The Resident Manager shall appoint a Company Standing Committee which shall represent the Company.

- 1.3 The Local Union shall select from its membership a Union Standing Committee of two (2) which shall represent the Local Union for the purposes stated in this Agreement.

**Section 2: Payment of Representatives on Union Standing Committee**

- 2.1 The general principle to be followed is that no employee's normal earnings shall be reduced by virtue of her/his attendance at a Standing Committee meeting.
- 2.2 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.
- 2.3 If it does extend past the end of the shift, no allowance is made for such additional time.
- 2.4 Employees attending meetings during their time off will not be paid by the Company unless the Company requests an employee to attend outside of the committee.
- 2.5 The time of the meeting shall be determined by mutual agreement.

**ARTICLE 6 – HOURS OF WORK**

**Section 1: Basic Work Week**

- 1.1 Both parties to this Agreement are committed to maintaining 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.
- 1.2 Status of Employees Refusing to Work in Excess of Eight (8) Hours Per Day or Scheduled Hours Per Week:
  - 1.2.1 If an employee is requested to work in excess of their scheduled workday 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 Company is entitled to look for reasonable cooperation from their employees.

**Day Workers (8-hour workers):**

- 1.3 The normal schedule of work under this agreement is five (5) consecutive eight (8) hour days beginning Monday at 8:00 a.m. and ending Friday at 4:00 p.m. followed by two consecutive days off.
- 1.4 The company agrees to provide 30 days' notice to Standing Committee of indefinite schedule change from 8 to 10 hours or 10 to 8 hours.

### **Day Workers (10-hour workers)**

- 1.5 The normal schedule of work under this agreement is four (4) consecutive ten (10) hour days beginning Monday or Tuesday at 7:00 a.m. and ending Thursday or Friday at 5:00 p.m.
- 1.6 A graveyard shift starting at 7:00 p.m. until 5:00 a.m. may be implemented during the major annual Maintenance Shut and other planned shuts.
- 1.7 An afternoon shift starting at 5:00 p.m. until 3:00 a.m. may be implemented during the major annual Maintenance Shut and other planned shuts and other planned shuts.
- 1.8 Start and stop times and schedules in Facilities will vary based on operational requirements. A change of shift penalty will apply to any call after 5:00 p.m. on the previous day.

### **Tour Workers (12-hour workers)**

- 1.9 For the purpose of the Compressed Work Week (CWW) Schedule, the parties hereby agree to the following terms and conditions:
- 1.10 The twelve (12) hour shift time of 7:00 a.m. to 7:00 p.m. and 7:00 p.m. to 7:00 a.m. will define a “day” as a period of twenty-four (24) hours beginning at 7:00 a.m., and a “week” as a period of seven (7) calendar days beginning at 7:00 a.m. Sunday.
- 1.11 Compressed work weeks will be either thirty-six (36) hours or forty-eight (48) hours, with the CWW schedule being two (2) twelve (12) hour day shifts followed by two (2) twelve (12) hour night shifts, followed by four (4) consecutive days off.
- 1.12 All regularly scheduled Sunday pay will be at time and a half (1.5x).

## **Section 2: Overtime**

### **Day Workers (8-hour workers)**

- 2.1 Overtime at the rate of time and a half (1.5x) will be paid to employees for the first 2 hours in excess of 8 hours on their regular workday.
- 2.2 Overtime at the rate of double time (2.0x) will be paid to employees on the following basis:
- 2.3 For all work in excess of ten (10) hours in any one day.
- 2.4 For all work performed on Sunday (7:00 a.m. Sunday to 7:00 a.m. Monday).
- 2.5 For work performed on an employee’s designated day off.

### **Day Workers (10-hour workers)**

- 2.6 Overtime at the rate of double time (2.0x) will be paid to employees on the following basis:
- 2.7 For all work performed on Sunday (7:00 a.m. Sunday to 7:00 a.m. Monday).
- 2.8 For all work in excess of ten (10) hours in any one day or in excess of ten (10) consecutive straight time hours.
- 2.9 For work performed on an employee's designated day off as provided for in Section 3 herein.
- 2.10 For work in excess of forty (40) hours average per week. By average is meant the number of weeks mutually agreed upon in advance as the correct schedule.
- 2.11 Facilities Supervisors: for work performed after 5:00 p.m. and on Saturdays regardless of the number of hours worked. When a ship or barge is being loaded on afternoon shift, overtime pay will commence at 4:00 p.m.

### **Tour Workers (12-hour workers)**

- 2.12 Overtime at the rate of double time (2.0x) will be paid to employees on the following basis:
- 2.13 For all work in excess of twelve (12) hours in any one day or in excess of twelve (12) consecutive hours except:
- 2.14 When such work in excess of twelve (12) hours is caused by change of shifts.
- 2.15 Overtime work by special arrangement between a Tour Worker and their mate to exchange shifts with the approval of their manager, and when this can be accomplished without additional cost or penalty to the Company.
- 2.16 For work in excess of forty (40) hours average per week. By average is meant the number of weeks mutually agreed upon in advance as the correct schedule.
- 2.17 For work performed on an employee's designated day off as provided for in Section 3 herein.
- 2.18 For all work in excess of thirty-six (36) hours for those weeks with 36-hour schedules as defined in this agreement.
- 2.19 For all work in excess of forty-four (44) hours for those weeks with 48-hour schedules as defined in this agreement.

### **Section 3: Banking of Overtime**

- 3.1 All overtime hours eligible for banking will be paid at double time (2x).

- 3.2 Time in lieu of overtime may be banked up to a maximum of eighty (80) hours for day workers and ninety-six (96) hours for tour workers. Time off in lieu will be paid out at the current rate of pay. Any time cashed out will be paid at the rate earned. Banked overtime can be carried forward indefinitely.
- 3.3 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 cancelling approved time off.

#### **Section 4: Computation of Overtime for Sunday and Holiday Work**

- 4.1 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.
- 4.2 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.
- 4.3 For the purpose of calculating overtime, the basic forty (40) hour work week will 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 will be reduced by eight (8) hours for each such recognized paid statutory holiday.
- 4.4 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.

#### **Section 5: Reschedule of Shift**

- 5.1 If an employee's shift is rescheduled in under forty-eight (48) hours' notice, cancellation penalties will apply as follows:
- 5.2 Eight (8) hours break required before returning for rescheduled shift.
- 5.3 Any shift past the first rescheduled shift shall be at regular time pay.

#### **Section 6: Days Off and Schedule of Shifts**

- 6.1 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.

- 6.2 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.
- 6.3 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.
- 6.4 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.
- 6.5 An employee may change their shift, day, or days off by mutual arrangement with the Manager and shop steward of the department concerned without penalty to the Company.
- 6.6 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.
- 6.7 When the Company changes an employee's shift schedule after the start of the week without notification being given during the first eight (8) hours of their last shift preceding the new shift, the employee shall receive two (2) hours penalty payment at the straight time day rate for the first shift worked resulting from the change.
- 6.8 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 their previously established shift schedule.
- 6.9 When an employee's established shift schedule is changed, the Company will notify the employee personally of the change.

## **Section 7: Starting and Stopping Work**

### **Tour Workers (12-hour workers)**

- 7.1 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 relief has reported to take on the responsibility of the position. If a Tour Worker does not report for their regular shift, the employee shall notify the Manager. They shall remain at their post until a substitute is secured, and, if necessary, they shall work an extra six (6) hours. No work in excess of eighteen (18) hours will be required. If the relief is not available or has their hours, then the premise is that "Senior may Junior must" will fill the position.
- 7.2 The Union President will make substantial efforts to secure a substitute.
- 7.3 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 periods thereafter.

- 7.4 In the event a tour worker cannot report for their regular shift, they notify their Superintendent / Manager via phone at least four (4) hours before their tour begins.

**Day Workers (8 or 10-hour schedule)**

- 7.5 Day Workers shall be at their respective posts ready to begin work at the time their pay starts and shall not quit work in advance of the time their pay stops.

**Section 8: Meals**

- 8.1 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.
- 8.2 If an employee is called in early, and less than three (3) hours' notice has been given, a meal shall be provided at each regular mealtime.
- 8.3 Employees have the option of accepting a meal ticket allowance when overtime has occurred before or after their shift, to a maximum of three (3) per day or thirty-five (\$35.00) indexed to the annual wage increase. The meal allowance(s) will be approved by the employee's superintendent or manager and applied through the pay system to their regular weekly pay.

**Section 9: Day Worker Called in After 11 p.m.**

- 9.1 A Day Worker called in to work after 11 p.m. will receive time off with pay within the same calendar day, equal to the time worked between 11 p.m. and 7 a.m. (i.e., hour-for-hour) provided they are scheduled to work the next day shift in the calendar day. The employee will have the option to report at a deferred start time after an eight (8) hour break from when the job was completed. For this to apply the worker must come in and complete their scheduled shift after the breakdown. The company reserves the right to call in the employee the following night shift if the job that initiated the original call in is not complete. All applicable provisions of this collective agreement will apply.

**Section 10: Continuity Pay**

- 10.1 A Day Worker who is called in on a job and commences this work two (2) hours or more 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.

**Article 7 – WAGES**

**Section 1: Wage Scale**

- 1.1 Future wage increase will be tied to the industry pattern agreement.



- 1.2 Compensation for tour workers on the compressed work week schedule will receive one hundred and four (104) CWW bank hours which equals a total value of 5% of the employee's current hourly rate multiplied by 2184.
- 1.3 The employee will have the option of taking these hours as time off under the same rules of the vacation guidelines of this collective agreement, ‡ Article 11 – Vacations, Section 5 – General Rules.
- 1.4 The employee also has the option of cashing out all or partial CWW hours at a rate of  $(2.5\% \times \text{current hourly rate} \times 2184) / 52$  per/hour by notifying their manager and payroll using the form agreed upon by the Union and the Company.

**Section 2: Shift Differentials**

**Tour Workers (12-hour workers)**

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

	(% of base pay)
7:00 am to 7:00 pm	3.25%
7:00 pm to 7:00 am	5.00%

**Day Workers (8-hour workers)**

- 2.2 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 pay)
4:00 pm to 12:00 am	3.25%
12:00 am to 8:00 am	5.00%

- 2.3 Eight-hour 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.

**Day Workers (10-hour workers)**

- 2.4 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 pay)
5:00 pm to 12:00 am	3.25%
12:00 am to 7:00 am	5.00%

- 2.5 Ten-hour Day workers normally scheduled in excess of ten (10) hours in a day will receive the appropriate shift differential for all hours in excess of ten (10) hours as outlined above.

## **All Employees**

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

### **Section 3: First Aid Premium**

- 3.1 In an effort to maintain a mill site qualified to assist its workforce in emergency situations, a First Aid Premium will be given to all Supervisors who hold a valid Designated Level 1 First Aid Certificate. The Company will endeavor to do training at the mill. Should the employee be sent out to training the Company will cover the costs.
- 3.2 They shall receive their job rate of pay plus the ticket premium of twenty-five cents (\$.25) per hour. No loss of pay will come to the employee of the Company who, by mutual agreement, trains or retrains for an Occupational First Aid Certificate.

## **ARTICLE 8 – ALLOWANCE FOR FAILURE TO PROVIDE WORK**

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

- 1.1 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 reporting.

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

- 2.1 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 9 hereof.
- 2.2 In cases of accident, breakdown, interruption of power or Acts of God, the employee shall receive a minimum of two (2) hours pay.

## **Article 9 – CALL TIME**

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

- 1.1 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:
- 1.1.1 Call to work following a shift: When required to report for work after completing their designated shift;
- 1.1.2 Call to work on a designated day off: When required to report for work on a designated day off;

- 1.1.3 Statutory Holiday Work: For any work performed on a holiday as specified in Article 12 – Statutory Holidays.

## **Section 2: Payment**

- 2.1 The employee shall receive a minimum payment of four (4) straight time hours pay including payment for Call Time and time worked.
- 2.2 Not more than one (1) basis shall be used to cover the same period of work.
- 2.3 The Call Time payment will not be paid in lieu of allowances payable under ‡ Article 6 – Hours of Work (Overtime) and ‡ Article 8 – No Work and ‡ Article 10 – Standby Coverage.

## **ARTICLE 10 – STANDBY COVERAGE**

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

- 1.1 An Employee must be formally placed on standby by their Manager or designate to receive this compensation.
- 1.2 Employees may be required at times to be on standby to assist in off hour by phone/computer if needed and approved, or by coming back to work if necessary.
- 1.3 The Standby Coverage schedule will be posted on the employers’ website.
- 1.4 The scheduling of an employee’s standby time will be done by department employee rotation.

### **Section 2: Payment for Standby Coverage**

- 2.1 Employees required to provide Standby Coverage will be entitled to receive standby pay for services offered based on the following conditions:
- 2.2 For each day or portion thereof, of Standby Coverage, the employee will receive two (2) hours of pay at time and one half (1.5x) the employee’s regular rate of pay.
- 2.3 When an employee is required to provide “Standby Coverage Supplemental Support” as defined in this Article Section 3, the employee will in addition to being paid as per this Article Section 2.2, also be paid as per ‡ Article 6 Section 2 - Overtime.
- 2.4 Accumulation of employee standby time shall not exceed ninety (90) days per year, unless agreed to jointly by Union and Management.

**Section 3: Definitions**

- 3.1 Standby Coverage Supplemental Support:
- 3.2 Standby Coverage Supplemental Support is defined as an event in which an employee providing Standby Coverage is requested to provide supplementary support to the employer through either, (but not limited to):
  - 3.2.1 On Site service.
  - 3.2.2 Additional services greater than 30 minutes.

**ARTICLE 11 – VACATIONS**

**Section 1: Entitlement**

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

	Length of Vacation	Vacation Pay, being the greater of:	
		% of the total wages earned by the employee during the preceding vacation period or	hours pay at the hourly rate of the employee's regular job
A temporary or casual employee is entitled to vacation pay accrual for all hours worked	Vacation pay accrual is paid as a % of total earnings per pay period. Time off requests are granted as a Leave of Absence.	4.5%	or NIL hours
An employee who is on the payroll on the first day of the Taxation Year, who has been continuously employed during the qualifying period, and who has: A) been an employee for less than one year and does not qualify under (B) below:	¼ day of each full week of actual work performed during the preceding vacation period provided no vacation of less than one day will be granted.	4.5%	or NIL hours

B) been employed for less than one year but has worked not less than 1500 hours during the preceding vacation period. OR been employed for not less than one year and who has worked not less than 1200 hours during the preceding vacation period.	3 weeks	6.5%	or 120 hours
C) Employee completed 2 years of service	3 weeks	6.5%	or 120 hours
D) Employee completed 7 years of service	4 weeks	8.5%	or 160 hours
E) Employee completed 14 years of service	5 weeks	10.5%	or 200 hours
F) Employee completed 23 years of service	6 weeks	12.5%	or 240 hours
G) Employee completed 29 years of service	7 weeks	14.5%	or 280 hours

## Section 2: Legacy Vacation Entitlements

- 2.1 All employees negotiated vacation entitlement previous to this collective agreement, regardless of seniority start date, will be honored until an employee reaches the subsequent qualifying period stated in ¶ Article 11 – Vacations.
- 2.2 Further vacation entitlement will be based on the employee's mill seniority start date as per ¶ Article 16 – Seniority, Section 1.5.

## Section 3: Computation of Vacation Pay

- 3.1 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.

## Section 4: Payment on Termination

- 4.1 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 has been paid or taken.

## **Section 5: General Rules**

- 5.1 The Vacation Year for vacation pay purposes and time off entitlements will commence with the beginning of the first pay period that is paid in the new taxation year, January 1st. This is intended to comply with Revenue Canada remittances for the taxation year.
- 5.2 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.
- 5.3 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).
- 5.4 Vacations with pay are not cumulative and must be taken during the vacation period except as provided below:
  - 5.4.1 Vacations earned 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.
  - 5.4.2 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.
  - 5.4.3 Employees shall have the option at any time during the vacation year to bank paid vacation entitlement in excess of the statutory minimum to a maximum of two (2) weeks per year for which the vacation pay in advance has not been paid. Employees may accumulate a maximum of six (6) weeks' vacation in the bank.
  - 5.4.4 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.
  - 5.4.5 Hours not taken in the vacation year may be carried over to the next vacation year. These hours must be taken in advance of the next year's vacation allotment.
  - 5.4.6 Vacation not used in the year it was earned, will be scheduled by the end of the first quarter by the Company.
- 5.5 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 Jan 1<sup>st</sup>,

except as provided for in 5.9 below. The fourteen (14) days may be extended by an additional fourteen (14) days, if necessary, to accommodate the calculation of vacation pay.

- 5.6 Time lost as a result of an accident recognized as compensable by WorkSafe BC, suffered during the course of employment with the Company, shall be considered as time worked for the purpose of calculating vacation entitlement upon return to work.
- 5.7 Time not exceeding one (1) year lost as the result of a non-occupational accident or illness, or approved maternity leave time not exceeding one and half (1½) years, shall be considered as time worked for the purpose of qualifying for vacation provided, if at the time of the accident or illness or commencement of maternity leave, the employee has been on the payroll for not less than one (1) year and returns to employment. It is understood that the employer may require that the employee provide a certificate from a qualified medical practitioner. Time exceeding one (1) year shall be recognized as uninterrupted service for the purpose of establishing vacation time off, upon return to work.
- 5.8 An employee, who has not taken their 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.
- 5.9 Time lost as the result of layoff shall not be considered as time worked for the purpose of qualifying for a vacation.
- 5.10 Vacation time cannot be used to extend an employee's last day worked.
- 5.11 Employees will be allowed to take vacations on a tour basis.
- 5.12 The company will exercise every reasonable effort to provide vacation coverage using relief, backfill or temporary workers to facilitate employees requesting vacation for three (3) consecutive weeks or less.
- 5.13 The policy will apply as follows for Day Workers (8-hour and 10-hour shift schedules) and Tour Workers (12-hour Compressed Work Week):
  - 5.13.1 First priority is vacations taken under the Vacation Rotation Ground Rules.
  - 5.13.2 The granting of vacations outside of the Vacation Rotation Ground Rules is on a first come / first serve basis.
  - 5.13.3 Vacation time can be taken in single days.
  - 5.13.4 Employees can choose to take two (2) hours of LOA and ten (10) hours of vacation time applied against a Vacation Day (for 12-hour shifts). The employee

may also choose to take eight (8) hours of LOA and forty (40) hours of vacation time in a forty-eight (48) hour vacation week.

## Section 6: Vacation Calculation

- 6.1 Computation of Vacation Pay: an employee's vacation pay for the current year will be reconciled after the end of the year and paid out by the end of January. It will 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. The vacation pay calculation under the Labour Agreement will take place after the completion of the Vacation Year based on the following rules:
- 6.2 The Vacation Year for vacation pay purposes and time off entitlements will commence with the beginning of the first pay period that is paid in the new calendar year. This is intended to comply with Revenue Canada remittances for the taxation year.
- 6.3 The Vacation Year for vacation pay purposes will end on the last day of the last pay period that is paid in the calendar year.
- 6.4 The vacation pay formula will apply as follows: Example based on calculation for the 2016 Vacation Year.



- 6.5 The Vacation Pay Makeup amount will be paid within three pay periods after completion of the Vacation Year.
- 6.6 In order to minimize the impact of Card Rate changes on the Vacation Pay Calculation the annual compensation review under the Labour Agreement will occur on the first day of the Vacation Year.
- 6.7 An employee who terminates prior to the completion of the vacation year, will be required to repay vacation time that has been taken but not earned. They will have the outstanding amount owing withheld from their final pay.

## Section 7: Union Leave of Absence

- 7.1 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 their absence as well as in ensuing years.



7.2 Vacation pay will apply as follows:

- 7.2.1 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.
- 7.2.2 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.
- 7.2.3 Subsequent vacation pay will be paid on the basis that Company service was uninterrupted.

**Section 8: Vacations and Leaves of Absence**

- 8.1 The purpose of this policy is to provide employees with a means of taking short term Leaves of Absence (LOA) while maintaining access to scheduled vacation time over the course of the Vacation Year (January through December).
- 8.2 The priority is for this to be done while allowing the Mill to operate with scheduled straight time crewing and avoid a buildup of unused vacations at the end of the Vacation Year.
- 8.3 It is intended that all employees take their annual vacations within the prescribed vacation period.
- 8.4 All leaves of absences will be reviewed by the department manager prior to approval.
- 8.5 In order for this approach to scheduling to be successful, employees must plan as far in advance as possible for time off and give consideration to the impact on the organization and fellow workmates of their time off requests.

**ARTICLE 12 – STATUTORY HOLIDAYS**

**Section 1: Recognized Days**

1.1 The following shall be the recognized Statutory Holidays:

New Year's Day	40 hours, 4:00 p.m. December 31 to 7:00 a.m. January 2
B.C. Family Day	24 hours, 7:00 a.m. Monday to 7:00 a.m. Tuesday
Good Friday	24 hours, 7:00 a.m. Friday to 7:00 a.m. Saturday
Easter Monday	24 hours, 7:00 a.m. Monday to 7:00 a.m. Tuesday
Victoria Day	24 hours, 7:00 a.m. Monday to 7:00 a.m. Tuesday
Canada Day	24 hours, 7:00 a.m. July 1 to 7:00 a.m. July 2
B.C. Day	24 hours, 7:00 a.m. Monday to 7:00 a.m. Tuesday
Labour Day	24 hours, 7:00 a.m. Monday to 7:00 a.m. Tuesday
Thanksgiving Day	24 hours, 7:00 a.m. Monday to 7:00 a.m. Tuesday
Remembrance Day	24 hours, 7:00 a.m. November 11 to 7:00 a.m. November 12

Christmas Eve	24 hours, 7:00 a.m. December 24 to 7:00 a.m. December 25
Christmas Day	24 hours, 7:00 a.m. December 25 to 7:00 a.m. December 26
Boxing Day	24 hours, 7:00 a.m. December 26 to 7:00 a.m. December 27

1.2 Statutory holidays that fall on a weekend will be observed in the following manner for 8-hour and 10-hour Day workers:

1.2.1 If the Stat falls on a Saturday it will be observed on a Friday, and if the Stat falls on a Sunday it will be observed on a Monday.

1.3 For workers on compressed work week schedules the respective compressed work week agreements will apply.

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

1.5 It is understood that employees whose regular duties require supervision of employees or work being done, will be given the priority to work the Stat.

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

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

2.2 Stat Holiday hours will be aligned with the shift schedules in place for Day Workers and Tour Workers e.g., 12-hour Compressed Work Week 24 hours -7 a.m. to 7 a.m., 10-hour Compressed Work Week 24 hours – 7 a.m. to 7 a.m.

## **Section 3: Holiday Work**

3.1 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.

3.2 Unanticipated weather conditions or maintenance requirements may alter those plans.

3.3 On Christmas Eve, Christmas Day and Boxing Day operational and maintenance manning required will be identified on a scheduled crew basis.

3.4 Any employee scheduled to work 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.

3.5 If no trained volunteer is found, the employee will be required to work the shift.

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

- 4.1 Employees, whose regularly scheduled day of work falls on a stat, or designated floating holiday, or is required to work, will be paid statutory holiday premium pay equal to one and a half (1.5x) their regular rate for hours worked plus their regular day of pay for that day. Or double time and a half (2.5x).
- 4.2 Employees are also entitled to equal hours off for any hours worked on a stat at a date that is mutually agreed upon by the employee and their Superintendent or Manager.
- 4.3 Employees whose Stat holidays or designated floating holidays occur on their regular day off will be entitled to an alternate day-off in-lieu mutually agreed upon by employee and manager and will be paid at their base rate times regular number of hours.

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

- 5.1 Any employee who is on the payroll a minimum of thirty (30) days and has earned wages on fifteen (15) days of the thirty (30) before the recognized statutory holiday will be granted their regular hours of work as payment.
- 5.2 The employee must have worked their scheduled workday before, and their scheduled workday after, such holiday, unless failure to work their scheduled workday before or after the holiday was due to any of the following events:
  - 5.2.1 When the employee is on their regular authorized paid vacation.
  - 5.2.2 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 workday before, or their scheduled workday after, such holiday;
  - 5.2.3 When a trade in shifts agreed upon between employees and approved in advance by the Company results in a temporary change of the scheduled workday before, or the scheduled workday after the holiday, provided the employee works the shift agreed upon;
  - 5.2.4 When the employee is on a leave of absence authorized by the Company.
- 5.3 It is understood and agreed, however, that an employee shall not receive the above provided holiday pay if they have agreed to work on such holiday and fails or refuses to work, except in the case where bona fide sickness, or other bona fide reason approved by the Company, prevents them working on such holiday.
- 5.4 Employees absent on the "scheduled workday before and/or the scheduled workday 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.
- 5.5 The question of the validity of the excuse of sickness can be determined by Management in each case.

## ARTICLE 13 – SUPPLEMENTARY SPECIAL (PERSONAL) FLOATING HOLIDAYS

### Section 1: Terms

- 1.1 After completing five (5), ten (10), fifteen (15), twenty (20), twenty-five (25), thirty (30), thirty-five (35) and forty (40) years of continuous service with the Company, an employee shall, in addition to the Statutory Holidays to which they are entitled under ¶ Article 11 of the Agreement, be entitled to the following additional Special (Personal) Floating Holiday (8) eight hours pay each contract year, such special holiday to be arranged at a time suitable to the employee and the Company.
- 1.2 These personal floating holidays must be used before the employee is awarded the next set of personal floating holidays.
- 1.3 An employee may elect to take their Supplementary Special (Personal) Floating Holidays as a vacation after completing five (5), ten (10), fifteen (15), twenty (20), twenty-five (25), thirty (30), thirty-five (35) and forty (40) years of continuous service with the Company.
- 1.4 If an employee wishes to elect this option, they must advise the Company in writing of their election in advance for the above-mentioned periods. 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. Vacation shall be taken at a time to be agreed upon by the Company and the employee.

Years of Service	No. of Special (Personal) Floating Holidays	Total of Service Year Hours
5 years	1 week	40 hours
10 years	2 weeks	80 hours
15 years	2 weeks	80 hours
20 years	3 weeks	120 hours
25 years	3 weeks	120 hours
30 years	4 weeks	160 hours
35 years	4 weeks	160 hours
40 years	5 weeks	200 hours

### Section 2: Rate for Holiday Work

- 2.1 If an employee is required to work on the special holidays provided under this Article, 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 3: Credit for Time Lost**

3.1 Time lost as the result of an accident as recognized by the Workers' Compensation Board, suffered during the course of employment, shall be considered as time worked for the purpose of qualifying for the special holidays provided under this Article, 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 4: Service Period**

4.1 For the purpose of determining eligibility for the special holidays provided under this Article, an employee's service shall be calculated from the date of them joining the Company.

**Section 5: Partial Entitlement**

5.1 At retirement or termination from the Company, an employee shall be entitled to receive 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 14 – HEALTH AND WELFARE PLAN**

**Section 1: Plan**

1.1 The Employer will provide Health and Welfare Benefits under the existing Howe Sound Pulp and Paper salaried Plan.

1.2 The Health and Welfare Plan established as per section 1.1 will apply:

1.2.1 To active employees, their spouse and dependents.

1.2.2 Retiree benefits for extended health to a lifetime maximum of \$30,000.

**ARTICLE 15 – PENSION PLAN**

**Section 1: Pension Plan Overview**

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

## **Section 2: Contributions**

- 2.1 The Company contribution level will remain at 10% for the term of the agreement.
- 2.2 Employee contribution level will remain at 8% for the term of the agreement.

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

- 3.1 A Board of Trustees will be established pursuant to the Pension Plan Summary dated December 6, 1975, to administer the said Plan.
- 3.2 The Company agrees to the revised governance of the plan as proposed below:
  - Three (3) Trustees appointed by the member employers;
  - Three (3) Trustees elected or appointed by Unifor;
  - Three (3) Trustees elected or appointed by the PPWC.

## **ARTICLE 16 – SENIORITY**

### **Section 1: Principles**

- 1.1 The Company recognizes the principles of seniority in their application to the promotion, demotion, transfer, lay-off, recall and permanent movement from day to shift positions of an employee, providing the employee has the bona fide qualifications and ability to perform the work.
- 1.2 In cases of permanent job transfers to other departments, 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.
- 1.3 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 and job qualifications, and bargaining unit seniority.
- 1.4 Arrangements to implement the above principles will be discussed by the Company and the local union.
- 1.5 The Company recognizes that an employee's mill seniority will be used for the purposes of calculating one's holiday accruals.
- 1.6 The Company recognizes that PPWC bargaining unit seniority will supersede ¶ Article 16 Section 1.5 when deciding postings, transfers, promotions, relief and training on all job classifications listed in ¶ Exhibit – "A" Job Categories and Wage Rates of this agreement.

## **Section 2: Probationary Period**

- 2.1 Until an employee has been on the payroll of the Company for ninety (90) calendar days, they shall be considered a probationary employee and shall have no rights under Article 16 with respect to seniority.

## **Section 3: Notice of Displacement or Layoff**

- 3.1 If a reduction of staff is necessary, the Company shall notify the Union prior to notifying the employees of the layoff, and the following procedure shall be adopted.
- 3.2 At the time of notification, the Company will meet with the Union to discuss the reason(s) for the lay-off, any alternatives which may exist, and all other options available to those affected employees. It shall be the intent that all temporary employees will be laid off first then the permanent employees in the bargaining unit with the least amount of bargaining unit seniority shall be the first laid off provided there are other employees in the bargaining unit who have greater bargaining unit seniority and have the ability to do the job(s).

## **Section 4: Layoff**

- 4.1 The employee in a job classification with the least amount of bargaining unit seniority will be the first laid off from the job, subject to possessing the necessary qualifications for the job.

## **Section 5: Retention of Seniority**

- 5.1 Any employee, other than a probationary employee, whose employment ceases through no fault of their own, shall retain all seniority and shall be recalled on the following basis:
- 5.2 An employee with less than one year's continuous service shall retain these rights for six (6) months from the date of lay-off.
- 5.3 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.
- 5.4 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.
- 5.5 Bona fide reasons for failure to report shall not deprive an employee of their recall rights.

## **Section 6: Training**

- 6.1 To facilitate laid off employees who exercise their Bargaining Unit Seniority, the following training will be provided:

- 6.1.1 Up to five (5) days where the layoff is estimated to be in excess of thirty-five (35) days;
  - 6.1.2 Where the layoff is estimated to be in excess of ninety (90) days the Company will discuss with the local union training provisions of up to fifteen (15) days;
  - 6.1.3 Where a layoff results from a permanent partial plant closure or a temporary closure in excess of one hundred eighty (180) days, the Company will participate in a program of training or retraining for another job within the operations to facilitate the exercising of mill seniority, recognizing there will be limitations where special qualifications are required.
- 6.2 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 7: Lay-off and Vacation Entitlement**

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

**Section 8: Extended Health and Dental Coverage**

- 8.1 An employee with one (1) or more year's mill seniority may have their Extended Health and Dental coverage continued for six (6) months while on layoff.
- 8.2 An employee with more than four (4) months but less than one (1) year's mill seniority may have their Extended Health and Dental coverage continued for three (3) months while on lay-off.
- 8.3 An employee who has welfare coverage as provided for in paragraphs 8.1 and 8.2 above will on return to work have their Extended Health and Dental coverage extended by one (1) month for each month in which they work.
- 8.4 An employee whose welfare coverage under paragraphs 8.1 and 8.2 above has expired will on a permanent return to work be eligible for coverage for the period of their employment.
- 8.5 An employee will qualify for a new period of extended health and dental coverage as provided in paragraphs 8.1 and 8.2 above if they return to work for at least ten (10) days within a floating period of thirty (30) consecutive days.



## **ARTICLE 17 – JOB VACANCIES, TRAINED RELIEF**

### **Section 1: Job Postings**

- 1.1 When a position in the bargaining unit requires filling, the vacancy will be posted for not less than fifteen (15) calendar days so that employees in the unit may have the opportunity of applying.
- 1.2 The bulletin will state the job title, pay rate, hours of work and a description of duties as stated in the job description.
- 1.3 A copy of the job vacancy posting will be sent to the Union at the same time it is posted.

### **Section 2: Job Descriptions**

- 2.1 The Company will provide the Union Standing Committee with a copy of all job descriptions. The job descriptions will list the qualifications and duties of each position.

### **Section 3: Job Selection**

- 3.1 Preference in appointments to jobs within the bargaining unit shall be given to the applicants in the bargaining unit. The Company reserves the right to determine the necessary qualifications, ability, skill and experience required for each job.
- 3.2 An outside hire must meet the qualifications for the job.
- 3.3 Should more than one employee within the bargaining unit have the ability, experience and skill to fill a job vacancy and should the ability, experience and skill be relatively equal then preference shall be given to the senior bargaining unit employee as defined under ¶ Article 16 - Seniority.

### **Section 4: Probationary New Employees**

- 4.1 An employee who has not completed their ninety (90) day probationary period shall not be eligible to apply for job postings unless otherwise agreed to by the Company and the Union.

### **Section 5: Lateral Transfer**

- 5.1 An employee who has applied for and has received a lateral transfer to an equal level job shall not be eligible to apply to a subsequent job of an equal level for a period of twenty-four (24) months unless otherwise agreed by the Company.

**Section 6: New Position**

- 6.1 Prior to recruitment, the Company will notify the Union of any new job including any new non-bargaining unit jobs.
- 6.2 The Parties will meet at the request of either Party, discuss inclusion of such new job(s) if the assertion is that the job is excluded from the bargaining unit.
- 6.3 The Company will prepare and provide the Union with a copy of the job description.

**Section 7: Trained Relief**

- 7.1 The Company will make every reasonable effort to ensure that trained relief is available, if and where to facilitate the granting of vacation and time off requests and to minimize any additional workload requirements upon return to work.

**ARTICLE 18 – LEAVE OF ABSENCE**

**Section 1: Union and Public Office**

- 1.1 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.
- 1.2 However, it is not the intention of the Company to grant lifetime leaves of absence.
- 1.3 An employee appointed or elected to full-time office in the Union, or to Federal, Provincial, Municipal or Aboriginal office, shall be granted as much leave as is necessary during the term of such office.
- 1.4 All seniority shall accumulate during the period of an employee's leave of absence.

**Section 2: Bereavement Leave**

- 2.1 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 they shall be compensated at their regular straight time hourly rate for hours lost from their regular schedule for a maximum of three (3) days and five (5) days for out of Province.
- 2.2 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, stepparents, grandparents and grandchildren.
- 2.3 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: Sick Leave**

- 3.1 Sick days are any day that prevents an employee from coming to work due to his/her physical or mental well-being. Sick pay will be based on a regular 8-hour, 10- or 12-hour day at straight time and at the employee's base rate.
- 3.2 Employees are entitled to ten (10) paid workdays annually. Doctors' note and or medical evidence may be required for any and all time, at the Company's direction.

### **Section 4: Jury or Witness Duty**

#### Wage Compensation:

- 4.1 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.
- 4.2 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.
- 4.3 The employee will be required to furnish proof of performing such service and such duty pay received.

#### Holidays and Overtime:

- 4.4 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 5: Other Leave**

- 5.1 Granting of leave is a matter between an employee 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.
- 5.2 Employees with ten (10) or more years' service will be given special consideration.

### **Section 6: Time of Application**

- 6.1 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 19 – TEMPORARY SHORT-TERM CONTRACT EMPLOYEES & TEMPORARY EMPLOYEES**

### **Section 1: Definition of Temporary Job Vacancy**

- 1.1 A temporary job vacancy shall be deemed to exist when the employer undertakes to:
- 1.1.1 Replace temporarily a permanent employee in the bargaining unit who is absent due to sick leave, Workers' Compensation, or any other approved leave of absence; or
  - 1.1.2 Replace temporarily a temporary employee in the bargaining unit who is absent due to sick leave, Workers' Compensation, or any other approved leave of absence; or
  - 1.1.3 Cover planned peak workload conditions or special projects.

### **Section 2: Duration of a Temporary Vacancy**

- 2.1 The duration of a temporary vacancy shall not exceed six (6) months without the mutual agreement of the Company and the Union to extend it.

### **Section 3: Filling a Temporary Vacancy**

- 3.1 Vacancies greater than four (4) weeks:
- 3.1.1 If deemed necessary, temporary job vacancies which are longer than four (4) consecutive weeks will be filled. If a vacancy is expected to be six (6) months or longer it will be posted and filled in accordance with ¶ Article 17 – Job Vacancies.
- 3.2 Status of Employees Who Fill Temporary Vacancies:
- 3.2.1 A permanent employee who fills a temporary vacancy shall continue to be deemed to be a permanent employee.
  - 3.2.2 Any person other than a permanent employee who fills a temporary vacancy shall be deemed to be a temporary employee.
- 3.3 Restriction on Use of Temporary Employees:
- 3.3.1 No person who is classified as a temporary employee shall work more than a total of one hundred and twenty-five (125) days in any calendar year, except by mutual agreement between the Company and the Union.
  - 3.3.2 Temporary employees, who obtain a permanent position without an interruption in service, shall have their seniority backdated to the date they were last hired.

3.4 Effect of Conclusion of a Temporary Vacancy:

- 3.4.1 At the conclusion of a temporary vacancy, if filled by a permanent employee, that permanent employee shall be returned by the Company to his or her previous job position and work location and shall be kept “whole” in all respects under the Collective Agreement as if he or she had remained working in said former job position.
- 3.4.2 At the conclusion of a temporary vacancy, if filled by a temporary employee, that temporary employee shall be terminated by the Company, unless his or her employment is continued by the Company in accordance with this Article and all other applicable provisions of the Collective Agreement.

3.5 Rates of Pay:

- 3.5.1 Temporary Employees Rates of pay will be in accordance with the ¶ Exhibit “A” - Wage Rates provisions of this agreement, except that former employees will be paid a minimum of the salary they had previously attained.
- 3.5.2 If the Company has to assign an employee to a Temporary position; the employee shall receive their rate of pay or the temporary position rate of pay, whichever is greater.

3.6 Benefit Entitlement:

- 3.6.1 Temporary employees upon completion of thirty days (30) of continuous service shall be eligible to participate in the Health and Welfare Plans of the Company except for Group Insurance Plan.

**Section 4: Filling a Vacancy or for Peak Workload Relief - Less Than Four (4) Weeks**

4.2 Status of Temporary Short-Term Contract Employees:

- 4.2.1 Temporary Short-Term Contract Employees are contract workers whose contract term is less than four (4) weeks. The Company will notify the Union of the Temporary Short-Term Contract duration in advance of the commencement of the contract employees work term.

4.3 Restrictions on Use of Temporary Employees:

- 4.3.1 The Company and the Union will meet to discuss the use of Temporary Short-Term Contract Employees to perform the work of employees during nonpeak workload periods. The preference, if possible, is to use bargaining unit members first if available to perform the work.
- 4.3.2 Temporary Short-Term Employees will pay 2% union dues for all hours worked.

- 4.3.3 The Company will consult with the Union, in utilization of a Temporary Short-Term employee for more than four (4) weeks.
- 4.3.4 Individuals filling the position of Temporary Short-Term Employee may not work more that sixteen (16) accumulated weeks in a calendar year.

## **ARTICLE 20 – CONTRACTING**

### **Section 1: Terms**

- 1.1 The Company will not bring a contractor into the mill:
  - 1.1.1 which directly results in the layoff of employees, or
  - 1.1.2 to do the job of employees on layoff, or
  - 1.1.3 to do the job of a displaced employee working outside their job category.

## **ARTICLE 21 – ENVIRONMENTAL PROTECTION**

### **Section 1: Provisions**

- 1.1 The Company and the Union Agree on the importance of Environmental Protection. As such, environmental concerns and problems will be addressed monthly as an agenda item at Standing Committee. Here environmental information will be received, problem areas reviewed, and appropriate suggestions made regarding compliance.

## **ARTICLE 22 – JOB SECURITY**

### **Section 1: Objective**

- 1.1 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**

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

### **Section 3: Required Notice**

- 3.1 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.
- 3.2 The Company will advise the appropriate committee or committees as soon as possible and, in any case, not less than thirty (30) days before the expected date of the change of the anticipated time sequence of final installation and production start-up and the anticipated effect on the job status of individual employees.

### **Section 4: Layoff**

- 4.1 The employee in a job classification with the least amount of bargaining unit seniority will be the first laid off from the job, subject to possessing the necessary qualifications for the job.

### **Section 5: Application of Setbacks**

- 5.1 In the event that it is necessary, employees will be reduced in accordance with ¶ Article 16 - Seniority.
- 5.2 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 set-back 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.
- 5.3 At the end of this twelve (12) month period, the rate of their new regular job will apply. However, such employee will have the option of terminating their employment and accepting severance pay as outlined in Section 6 below, provided they exercise this option within the initial six (6) month period referred to above.
- 5.4 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 below if the job should be proved to be unsuitable, provided they exercise their option within six (6) months of starting on the job.
- 5.5 In case of a dispute concerning suitability of the job, the employee may process a grievance.

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

- 6.1 An employee with one (1) or more years of continuous service for whom no job is available because of mechanization, technological change or automation will, upon termination, receive a severance allowance calculated by one of the two following methods based on their

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

- 6.1.1 Three (3) weeks per year of service.
- 6.1.2 Maximum Severance Allowance will be 74 weeks.
- 6.2 For employees with a minimum of one (1) year's employment during their last period of continuous service, severance allowance shall not be less than four (4) weeks' pay.
- 6.3 At the time of separation, the employee shall have the option of receiving the severance allowance on termination, or he/she may elect to have his/her severance allowance held in abeyance for up to one (1) year from the date of termination.
- 6.4 They may apply in writing at any time during the year, at which time their full severance allowance will be paid forthwith.
- 6.5 There are no working severance packages.
- 6.6 Where the right of recall and seniority retention under this Article is elected, the employee's severance allowance will be held in abeyance for the duration of their recall rights at which time the employee will be terminated, and their severance allowance paid forthwith.
- 6.7 Where the employee renounces the right of recall during this period, the employee will be terminated and his/her severance allowance paid forthwith with all seniority and recall rights being forfeited.
- 6.8 No payment will be made under this section in cases where the employee has already qualified under ¶ Article 24 – Job Elimination, or under ¶ Article 23 – Permanent Mill Closure.
- 6.9 Such employees for whom no employment is available will be given at least thirty (30) days' notice of separation.

## **Section 7: Training**

- 7.1 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 23 – PERMANENT MILL CLOSURE**

### **Section 1: Notice**

- 1.1 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**

- 2.1 Such employees shall be entitled to a severance allowance based on their years of continuous service at Howe Sound Pulp and Paper computed on the basis of forty (40) straight time hours at the employee's regular rate on the following basis:
- 2.2 Three (3) weeks' pay per year of service to a maximum of sixty (60) weeks.
- 2.3 For employees with less than one (1) year's employment during their last period of continuous service, severance allowance shall not be less than four (4) weeks' pay.
- 2.4 No payment will be made under this section in cases where the employee has already qualified under ‡ Article 22 – Job Security, or under ‡ Article 24 – Job Elimination.

**ARTICLE 24 – JOB ELIMINATION**

**Section 1: Definition**

- 1.1 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**

- 2.1 No payment will be made under Section 5 in cases:
  - 2.1.1 Of curtailments of a temporary or indefinite duration,
  - 2.1.2 Of employees hired for work of known or temporary duration,
  - 2.1.3 Where the employee has already qualified under technological change or permanent mill closure provisions.
- 2.2 In the event in the indefinite curtailment of the operation that exceeds the fifteen (15) months the following will apply in the application of Article 24 – Job Elimination, Section 2:
- 2.3 Where the intent of the restart of the idled equipment can be demonstrated within the 18-month period, no severance option is available.
- 2.4 To demonstrate the intent of a restart, the following must be in place:
  - 2.4.1 The equipment idled must be preserved to a serviceable state and be substantially intact.
  - 2.4.2 A start up plan has been developed, approved and will be implemented by the Company within the following three (3)-month period.

### **Section 3: Substantive Change to an Employee's Job Description**

- 3.1 A significant, substantive change to an employee's job description and or duties may be considered, effectively, the elimination of a position in exchange for another.
- 3.2 In these situations, the Union must be notified.
- 3.3 The employee affected will be granted the option of:
  - 3.3.1 Accepting the newly defined or created position, or
  - 3.3.2 Invoking the severance allowance as per Section 6 within a six (6) month period.
  - 3.3.3 If no agreement can be reached a grievance can be filed.

### **Section 4: Notice**

- 4.1 The company will advise the Standing Committee at least forty-five (45) days prior to such job elimination.
- 4.2 Staffing reduction will be in accordance with ¶ Article 16 - Seniority.

### **Section 5: Elimination Options**

- 5.1 An employee who qualifies under Section 1 above may elect one of the following options:
  - 5.1.1 Recall and seniority retention as per ¶ Article 16 - Seniority, or
  - 5.1.2 Severance allowance as per Section 5 below.
- 5.2 Such employee must elect their option within thirty (30) days of notification that their loss of employment is permanent.
- 5.3 If option 5.1.2 is selected, the employee will be deemed to have terminated effective the last day worked. Where a temporary curtailment becomes permanent, severance eligibility will be determined by the status of the employee at the time of the temporary curtailment.

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

- 6.1 Severance allowance will be calculated by one of the two following methods based on the last period of continuous service, it being the choice of the affected employee as to which of such methods of calculation is used:
  - 6.1.1 Three (3) weeks per year of service.
  - 6.1.2 Maximum Severance allowance will be seventy-four (74) weeks.

- 6.2 Computed on the basis of forty (40) straight time hours at the employee's regular rate.
- 6.3 For employees with less than one (1) year's employment during their last period of continuous service, severance allowance shall not be less than four (4) weeks' pay.
- 6.4 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.
- 6.5 There will be no working severance packages.
- 6.6 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.
- 6.7 They may apply in writing at any time during the year, at which time their full severance allowance will be paid forthwith.

## **ARTICLE 25 – SAFETY**

### **Section 1: Principle**

- 1.1 Employees and the Company are to comply with established safety rules, safety policies and safety programs as amended by the Joint Safety Committee from.
- 1.2 Employees will not be expected to work under unsafe working conditions.
- 1.3 Employees are expected to report immediately any unsafe condition to the employer.
- 1.4 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**

- 2.1 The Local Union and the Company shall co-operate in selecting a Safety Committee, which will meet at least once a month to consider all safety problems.
- 2.2 Where an existing joint committee is already in place, the Company will allow for up to two (2) members to sit on that committee.
- 2.3 The parties to this Joint Labour Agreement agree to cooperate and exchange information with respect to health studies.

### **Section 3: Joint Labour / Management Safety Conference**

- 3.1 A joint Labour /Management safety conference of two (2) days will be held annually.

- 3.2 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 in each mill.
- 3.3 To accomplish the implementation of an effective safety program in the mill, each Local Union shall have (1) delegate in attendance at the safety conference. The (1) delegate shall be compensated by their respective employer for any loss of wages, travel and hotel expenses.
- 3.4 A Senior Management representative shall attend the conference. Senior company officials and representatives of WorkSafe BC will be encouraged to attend. Additional delegates of either Labour or management will be permitted to attend on an observer basis
- 3.5 The agenda shall address issues that will promote occupational health and safety in their respective workplaces. Agenda items shall be submitted to the respective representative no later than November 30<sup>th</sup> prior to the conference.
- 3.6 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.
- 3.7 The planning committee shall be comprised of the following members:
- One other Local Union member
  - One PPWC Local Union member
  - One other union representative from the Regional Office
  - One PPWC representative from the National Office
  - One Employer representative from the employer group.
  - One industry representative
  - One Conference Facilitator
- 3.8 The Occupational Health and Safety Conference shall be funded on the basis of an industry contribution of three cents (\$0.03) per employee hour worked into a Jointly Trusteed Occupational Health and Safety Conference Fund.
- 3.9 The funding shall provide that when the monies in the Joint Trusteed Occupational Health and Safety Conference Fund reach two hundred thousand dollars (\$200,000), the funding will be discontinued until the fund has been reduced to fifty thousand dollars (\$50,000).
- 3.10 The Jointly Trusteed Fund will be used for the payment of wage loss for Local Union planning committee attendees and conference expenses.

## **ARTICLE 26 – DISCIPLINARY ACTION**

### **Section 1: Provisions**

- 1.1 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.

- 1.2 In cases involving suspension, the disciplinary notice will remain on the employee's file for twenty-four (24) months and not used after that period provided no other discipline has occurred during that time.
- 1.3 The presence of a Union Shop Steward is mandatory at any meeting during which an employee is being called into a fact-finding meeting or disciplined.

**Section 2: Notification to Union by Employer.**

- 2.1 Wherever practical, Management will notify the Union Local President and Plant Chair of its intention to discharge an employee.

**ARTICLE 27 – ADJUSTMENT OF COMPLAINTS**

**Section 1: Grievance Procedure**

- 1.1 It is mutually desired and intended by the parties that any dispute or complaint arising out of the interpretation of this agreement will be communicated by the employee to their Superintendent or Manager in order to provide an opportunity for discussion and timely resolution, prior to the issue becoming a grievance.
- 1.2 If an employee is not satisfied with the resolution offered by their manager, they may then initiate a grievance.
- 1.3 Step One - In the event that a written grievance is submitted arising out of the operation of this Agreement, except in the cases of discharge or suspension, the employee shall continue to work as per the conditions existing prior to the time that the grievance arose, and any formal meeting to discuss the grievance shall be held in the presence of the Shop Steward.
- 1.4 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.
- 1.5 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 Resident Manager.
- 1.6 Standing Committee can call in members for discussion of grievances with Management.
- 1.7 It is agreed that the Union Standing Committee may call in any other employee to accompany them in their meetings with company officials with no loss of pay. If on their day off the overtime and premium time provisions in this collective agreement will apply.

- 1.8 Step Four - If the Resident Manager and Local 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.
- 1.9 All financial compensation for a resolve to a grievance will be paid out.
- 1.10 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.

**Section 2: National Officer**

- 2.1 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**

- 3.1 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.
- 3.2 The time limit between steps may be extended by mutual consent.

**Section 4: Minutes**

- 4.1 Approved minutes of Standing Committee meetings shall be signed by the Company and the Union.

**Section 5: Local Agreements**

- 5.1 Disputes arising from undersigned local agreements, which are supplementary to the Labour Agreement, shall be subject to the grievance procedure contained herein.

**Section 6: Arbitration Procedure**

- 6.1 The Company and the Union will endeavor to agree upon the selection of the Arbitrator. In the event the Company and the Union are unable to agree upon the selection of the Arbitrator, they will apply within the thirty (30) day period to have the Arbitrator appointment under the provisions of Section 86 of the Labour Relations Code of B.C.

- 6.2 After the Arbitrator has been chosen by the foregoing procedure the Arbitrator 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.
- 6.3 In the case of discharge or suspension which the Arbitrator has determined to have been unjust, the Arbitrator shall order the reinstatement of the employee and shall award him/her back pay. In the case of back pay, should there be any doubt in the opinion of the Arbitrator, the Arbitrator may order all or part back pay as it deems fit.

## **ARTICLE 28 – DURATION AND AMENDING PROCEDURE**

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

- 1.1 This Agreement shall be in effect from midnight January 1, 2019 to midnight April 30, 2025 and thereafter from year to year subject to the conditions as set out in Article 28, Sections 2 to 5 which follow hereunder.

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

- 2.1 The parties agree that the operation of sub-section (2) of Section 50 of the Labour Relations Code of British Columbia S.B.C. Chapter 122 and Amendments thereto, is hereby excluded.

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

- 3.1 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, that a change is desired, and if no such notice is given by either party on or after the said January 1<sup>st</sup> and before the said April 30<sup>th</sup>, the earliest time at which such notice may be given by either party is the corresponding period in the following year.
- 3.2 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 his/her representative).

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

- 4.1 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 Signatory Company being represented in such negotiations by a Bargaining Committee appointed by the Company, and the Signatory Union being represented by a Bargaining Committee selected by said Union.
- 4.2 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

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

**Section 5: Termination**

- 5.1 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.

**ARTICLE 29 – EDUCATION**

**Section 1: Provisions**

- 1.1 It is the policy of Howe Sound Pulp and Paper to encourage all regular, full-time employees to improve and upgrade their academic and technical skills. Assistance for training courses, previously approved, is established as follows.

**Section 2: Education Reimbursement**

- 2.1 The Company will reimburse any employees with the full cost including, without limitation, the cost of textbooks, for any education course providing that it relates to their area of responsibility, or the Company agrees that this additional training bears direct relevance to the employee's recognized career path within the Company.
- 2.2 Reimbursement will be made upon successful completion of the course.
- 2.3 The Employer agrees not to seek any repayment of disbursements for courses under Section 2.1 from the Union or the Employee.

**Section 3: Approval**

- 3.1 Before commencing the course, the employee must obtain approval of their department Superintendent, which approval shall not be unreasonably denied.
- 3.2 In the event the employer denies an employee's educational request, the employer will provide the employee and the Union, a letter defining the causation of the denial.

**Section 4: Proof of Registration**

- 4.1 The employee is expected to produce copies of receipts, etc., at time of registration and evidence that they have passed the examination/course, etc.



**Section 5: Eligibility**

5.1 Only employees who have completed their probationary period are eligible.

**Section 6: Payment**

6.1 Payment of the approved subsidy will be made by the Company upon receiving proof of successful completion of a course and receipts produced for actual cost of course and examination fees (if applicable).

6.2 The subsidy payment will be included with the employee's next regular pay cheque.

**Section 7: Explanation of Education and Upgrading Fund**

7.1 The Company will provide funding of four (4) cents per hour worked for an education and upgrading fund to be administered by the Union. The contributions will be paid on a monthly basis. The Union agrees to provide the Company with an accounting of the money spent in the fund.

**ARTICLE 30 – MISCELLANEOUS**

**Section 1: Signing Bonus and Retroactivity**

1.1 Wages retroactive to January 1, 2020 will be applied to members in compliance with the terms of this Agreement.

**ARTICLE 31 – STATEMENT OF POLICY**

**Section 1: Collective Agreement Supersedes**

1.1 Where a difference arises out of any provision contained in this Agreement, and the subject matter is also covered in any policy, regulation, guideline, directive, or similar instrument of the Company, the Agreement shall supersede the policy, regulation, guideline, directive or similar instrument.

IN WITNESS WHEREOF, we, the undersigned have hereunto set our signatures\*

Date:

Howe Sound Pulp and Paper

Public and Private Workers of Canada Local No. 8

By: Curtis Jeffrey  
Doug Daniels  
Angie Horianopoulos  
Jessica Nichol

By: Gary Fiege  
Rod Gallant  
Adam Gibson  
Jimmy Gregor  
Curtis Ager  
Daniel Paolozza  
Tina Sebert

**Exhibit - “A”:**            **JOB CATEGORIES AND WAGE RATES**

<b>JOB TITLE</b>	<b>as of 1 Jan 2020</b>
Fibre Administrator	\$33.39
Jr. Procurement/Buyer	\$38.39
Procurement/Buyer	\$40.07
IT Network & Systems Administrator	\$45.36
Systems Engineer	\$45.36
Systems Operator CAD	\$36.73
Pulpmill Planner	\$43.58
Reliability Supervisor	\$53.68
Warehouse Supervisor	\$41.19
Facilities Services Supervisor	\$47.98
Reliability Coordinator	\$53.68
Mechanical Supervisor	\$53.68
Senior Maintenance Planner/ Capital Major Maintenance Coordinator	\$53.68
EI Planner (Kraft/P&R)	\$53.68
EI Supervisor (Kraft/P&R)	\$53.68
Mechanical Planner (Kraft/P&R)	\$53.68
Electrical Systems Specialist	\$53.68
Pulping Supervisor	\$52.84
P & R Supervisor	\$58.64

## LETTERS OF UNDERSTANDING

1. Administration of Discipline
2. Work at Home
3. Medical Travel
4. Weekend Worker
5. Employee Family Assistance Program
6. Monitoring
7. Prescription Safety Eyewear, Safety Footwear and Hearing Protection
8. Maternity Leave / Parental Leave
9. Health Spending Account
10. 90-Day Probationary Period

**LETTER OF UNDERSTANDING  
BETWEEN  
PUBLIC AND PRIVATE WORKERS OF CANADA, LOCAL 8  
AND  
HOWE SOUND & PAPER CORPORATION**

**Administration of Discipline**

The supervisory staff have a role in addressing matters of employee misconduct within their respective areas of responsibility.

That responsibility includes investigating potential incidents of misconduct, interviewing the employee(s) and any other witnesses to the event, if necessary.

The Supervisor will consult with their Superintendent as well as Human Resources, who will collectively determine an appropriate course of action. If it is decided that discipline is warranted, the Supervisor may be asked to issue written confirmation of the agreed upon discipline, to the employee.

However, if the Supervisor does not agree that discipline is warranted and / or that the level of discipline is not appropriate, then the disciplinary letter will be issued by the Supervisor's Superintendent or Manager.

1. \_\_\_\_\_

2. \_\_\_\_\_

For PPWC Local 8

For Howe Sound Pulp & Paper Corporation

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**LETTER OF UNDERSTANDING  
BETWEEN  
PUBLIC AND PRIVATE WORKERS OF CANADA, LOCAL 8  
AND  
HOWE SOUND & PAPER CORPORATION**

<b>Work at Home</b>
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No employee covered by this Agreement shall be required to perform any work at their personal domicile unless such assignment has been agreed to by the employee and the Company.

Such assignment performed at their personal domicile will be covered by this Collective Agreement. All normal, agreed to business-related costs and expenses will be borne by the Company.

Such assignments are intended to meet unusual situations and not intended to circumvent the normal operations of the bargaining unit.

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**LETTER OF UNDERSTANDING  
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<b>Medical Travel</b>
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The provisions of the "Medical/Dental Travel and Accommodation Plan" are subject to the limitations in the contract of the selected carrier.

Cost sharing of the premium for this benefit will be 100% by the employer. The plan will be compulsory for all eligible employees and will not duplicate benefits provided now or which any government program may provide in future.

**1. Terms and Conditions**

Where, in the opinion of the attending physician or dentist, treating a member employee and/or registered dependents, adequate treatment is not available locally, transportation costs will be provided to facilities in the Greater Vancouver area which are equipped to provide the required and recommended medical treatment or oral surgery. Provided such treatment is performed by a member of the College of Physicians and Surgeons of British Columbia or a member of the College of Dental Surgeons of British Columbia and occurs within six (6) months of the attending physician's/dentist's referrals.

Where necessary, and at the request of the attending physician/dentist, provision for transportation of an attendant in connection with the aforementioned transportation of any employee or registered dependents.

Also, where transportation has been provided to the Greater Vancouver area where adequate facilities are available, provision for assistance regarding accommodation is limited to commercial facilities for the patient and attendant before and after medical treatment and shall be limited to a total of seven (7) days, or up to fourteen (14) days with management approval.

The premium will be paid by the employer.

**2. Definitions**

"Registered Dependents" are defined as:

The spouse of the 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 is not married, and is under the age of 21 years, or is in fulltime attendance at a school or university and who is ordinarily resident in British Columbia.

**3. Applicable Costs**

Travel Costs – the Company will provide reimbursement for travel costs upon presentation of proof of travel to a medical/dental appointment off the Sunshine Coast. The amount of reimbursement shall be \$100, the reimbursement amount shall be adjusted each year by the negotiated wage increase.

Verification of reimbursement will be a medical/dental referral or equivalent documentation.

Employees will be required to apply for assistance under the Provincial Travel Assistance Program (TAP). The amount of reimbursement shall be reduced by any monetary reimbursement under the TAP.

Overnight accommodation assistance to a maximum of one hundred twenty-five dollars (\$125.00), to a maximum of seven (7) nights, or up to fourteen (14) nights with management approval as per 1 above.

**4. Claims Procedures**

Forms are available from the Human Resources Department. They should be completed by the employee and returned with receipts for applicable expenses.

The terms and limitations of the plan as provided by the carrier will apply.

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**LETTER OF UNDERSTANDING  
BETWEEN  
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**Weekend Worker (12 Hour Weekend)**

The normal schedule of work under this agreement is three (3) consecutive twelve (12) hour day shifts commencing at 6:00 a.m. on Friday and ending at 6:00 p.m. on Sunday.

All terms of the HSPP Collective Agreement not varied by this agreement will remain in effect.

Weekend Worker employees will be notified of their work schedule as per ¶ Article 12 – Statutory Holidays.

Weekend Worker employees would not normally be scheduled for work on Statutory Holidays. If scheduled and worked, premiums associated with work on Statutory Holidays will be paid as per the Collective Agreement.

Weekend Worker employees will receive time and a half (1.5x) rate of pay for all work performed on Sunday from 6:00 a.m. to Sunday 6:00 p.m.

Weekend Worker employees will receive straight time pay for Friday and Saturday regularly scheduled shifts.

Overtime shall apply for all work in excess of twelve (12) hours in any one day or in excess of twelve (12) consecutive hours.

For coverage of vacation and time off, the Company may place a HSPP unionized employee in the role.

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**Employee Family Assistance Program (EFAP)**

Management and Union will establish a Joint Employee Family Assistance Program (E.F.A.P) through which a joint committee, comprised of equal representation from Union and Management, will administer the program at the operational level as follows:

The committee will maintain a set of program responsibilities and procedures that fully respect the principle of confidentiality.

The committee will ensure the selection of an appropriate number of confidential referral contacts within the operations. The company will 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.

The referred contacts will direct troubled employees to a mutually agreed upon resource center, which will provide assessment, referral, and follow up for said employees.

The committee will ensure that the services of the E.F.A.P. are available to the members of an employee's immediate family.

When an employee elects referral through the E.F.A.P., the Company will continue to maintain all employee benefits in effect at the time of the referral.

This is a program fully funded by the employer for the referral service providers.

The intent of this Policy Statement is to provide a supportive, qualified and confidential E.F.A.P. for all who choose to use its services. Either party may request amendments to, or a review of and/or renewed commitment to the Employee Family Assistance Program at any time.

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**Monitoring**

The Employer agrees to advise employees of the monitoring and measuring capabilities of all job-related equipment prior to its application.

In situations where the existence of employee performance difficulties is evident, such that closer monitoring is required, the Union President will be advised that such monitoring is to occur.

The Employer will not install monitoring equipment for reasons not related to the employer's business.

The Employer will advise employees of the location of all such equipment and the reason for such equipment.

The Employer shall not normally and regularly use available technology to electronically monitor employee performance generally. Established parameters and practices understood

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**Prescription Safety Eyewear, Safety Footwear and Hearing Protection**

The Company is to maintain an appropriate prescription safety eyewear program for any employee requiring prescription safety glasses.

Employees shall be entitled to a safety footwear allowance of two (2) pairs per contract year and be entitled to a reimbursement of 80%. All footwear has a three-hundred-dollar (\$300) retail limit per pair, excluding GST.

Safety footwear must have a Class “A” rating under CSA standard Z195 “Safety Footwear”.

The footwear purchased must be for the employee’s own personal use for their position at Howe Sound Pulp and Paper.

Receipts outlining proof of purchase of footwear will be submitted to Human Resources for approval. Employees will be reimbursed through payroll deposit.

Employees may purchase safety footwear from the on-site “Boot Truck”. The employee portion will be processed through payroll deduction.

If safety footwear is damaged by exposure to chemicals, the employee may purchase a replacement pair the cost of which will be covered by the Company.

Employees are entitled to one (1) pair of custom molded hearing protection per 3 years. Employees will be entitled to a reimbursement of 90%. All custom molded hearing protection has a one hundred-and fifty-dollar (\$150) retail limit per pair, excluding GST.

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<b>Maternity Leave / Parental Leave</b>
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The Company will adhere to the British Columbia Employment Standards Act.

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

With one (1) year minimum service, a forgivable loan with return to work for one (1) year, six (6) weeks maternity and four (4) weeks paternity will be topped up to 100% of the difference between their regular job rate and regular Employment Insurance while receiving Employment Insurance benefits.

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

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**Health Spending Account**

There will be a five-hundred-dollar (\$500) Health Care Spending Account to each active employee on an annual basis.

The account balance may be rolled over for one (1) year.

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**90-Day Probationary Period**

The Company and Union agree to provide a ninety (90) calendar day probationary period for any employee who has accepted a posting. The intent of the 90-calendar day probationary period is to assess the employee's ability to perform the job and provide the employee on-going feedback on their suitability for the position. If either the employee or the Company decides that the position posted into is not a fit from the employee's perspective, or the employee is not suitable from the Company's perspective, then the employee will return to their previously held position.

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