## TABLE OF CONTENTS

SECTION 1 - General Purpose of Agreement ..... 7
SECTION 2 - Recognition and Membership ..... 7
SECTION 3 - Contracting Out ..... 11
SECTION 4 - Term of Agreement and Changes in Agreement ..... 14
SECTION 5 - Payment for Company/Union Meetings ..... 14
SECTION 6 - No Interuption of Work ..... 14
SECTION 7 - Adjustment of Grievances and Arbitration. ..... 15
SECTION 8 - Seniority ..... 20
SECTION 9 - Hours of Work ..... 41
SECTION 10 - Overtime ..... 46
SECTION 11 - Shift Differential ..... 53
SECTION 12 - Report Time ..... 55
SECTION 13 - Call Time ..... 56
SECTION 14 - Wire Clause Allowance for Tour Workers ..... 57
SECTION 15 - Statutory Holidays - Pulpmill \& Sawmill ..... 57
Statutory Holiday Conditions ..... 62
SECTION 16 - Floating Holidays - Pulpmill \& Sawmill ..... 63
Floating Holidays - Office \& Clerical ..... 64
Floating Holiday Conditions ..... 64
Supplementary Vacation \& Supplementary Vacation Days ..... 65
SECTION 17 - Vacations - Pulpmills \& Sawmill ..... 65
Vacations - Office \& Clerical Group ..... 69
SECTION 18 - Bereavement Leave ..... 74
SECTION 19 - Welfare Plans ..... 75
SECTION 20 - Wages \& Job Classifications ..... 75
SECTION 21 - Leave of Absence ..... 86
SECTION 22 - Jury Duty/Selection ..... 90
SECTION 23 - Bulletin Boards ..... 90
SECTION 24 - Safety, Lockout and Envionmental ..... 90
SECTION 25 - Meal Allowance ..... 97
SECTION 26 - General Provisions ..... 99
SECTION 27 - Hinton Wood Products ..... 101

## Letters of Understanding/Intent/Agreement

Re: Flexible Work Practices ..... 140
Re: Flexible Work Practices Note of Understanding ..... 144
Re: Contracting Out-Swipe Card System ..... 146
Re: Application of Seniority and Section 8:14 ..... 149
Re: Apprenticeship Selection Process ..... 150
Letters of Understanding/Intent/Agreement/ Hinton Pulp
Re: Memorandum of Agreement Compressed Work Week ..... 153
Re: Maintenance ..... 157
Re: Temporary Employees - Office And Clerical. ..... 158
Re: Christmas Coverage Guidelines ..... 159
Re: Compressed Work Week - Pulpmill 10 Hour Shift Conditions ..... 161
Re: Disability Management Program ..... 168
Re: Contractors Working in Admin. Building ..... 170
Re: Chemical Unloading Relief ..... 172
Re: Distribution/Transportation Asst. Positions ..... 174
Re: Transportation/Distribution Asst. ..... 177
Re: Trial for Electricians and Millwrights Relief Shift Schedule ..... 178
Re: Hours of Work for Technical Department ..... 181
Letters of Understanding/Intent/Agreement Hinton Wood Products
Re: Maintenance Clean-Up I and II ..... 182
Re: Weekend Hours of Work for Welders Friday, Saturday, and Sunday Day shift ..... 183
Re: Lubrication Mechanics (HWP) ..... 184
Re: Staggered breaks for HWP ..... 185
Re: Maintenance "New Hire" Training Shift Schedule ..... 187
Re: Maintenance Lead Hand Shift Schedule ..... 188
Re: Mobile Shop Lead Hand Shift Schedule ..... 189
Re: Shipping Lead Hand (Temporary) ..... 190
Re: Training/Safety Shift Schedule (Maintenance only) ..... 191
Re: Statutory Holiday Guidelines for HWP ..... 192Appendix " C "Office \& Clerical - Lines of Progression193
CEP Local 855 Standing Committee 2012/2013 ..... 196

## INDEX

SUBJECT PAGE
Alberta Health Care ..... 131
Appendix "A" (Rates/Apprentices) ..... 116
Appendix "B" (Benefits) ..... 126
Appendix "C" (Office \& Clerical Qualification) ..... 193
Banking Of Overtime ..... 49
Bereavement Leave ..... 74
Bulletin Boards ..... 90
Call Time ..... 56
Dental Plan ..... 135
Dependent Coverage ..... 138
Employee Retirement Benefit Plan - Appendix B ..... 126
Floating Holidays - Pulpmill \& Sawmill ..... 63
Floating Holiday - Conditions ..... 64
Floating Holidays - Office \& Clerical ..... 64
General Provisions ..... 98
General Provisions For Hours Of Work ..... 44
General Sign-Up Rules ..... 52
Hinton Wood Products ..... 101
Hinton Wood Products Shift Schedules ..... 105
Hours Of Work ..... 41
Hours Of Work - Hinton Wood Products ..... 43
Jury Duty/Selection ..... 90
Lead Hands ..... 76
Long Term Disability Income Protection Plan - Pulpmill, Sawmill And Office \& Clerical ..... 135
Maternity Benefits. ..... 137
Meal Allowance ..... 97
Overtime ..... 46
Overtime Distribution ..... 51
Report Time ..... 55
Rest Period ..... 50
Retirement Benefit Plan ..... 126
Safety, Lockout And Environmental ..... 90
Shift Differential - Hinton Pulp ..... 53
Shift Differential - Hinton Wood Products ..... 101
Sickness, Accident, Weekly Income Protection Plan ..... 133
Sign-up System ..... 51
Statutory Holiday - Conditions ..... 62
Statutory Holidays - Office \& Clerical Group ..... 61
Statutory Holidays - Pulpmill \& Sawmill ..... 57
Steam Plant Vocation Leave ..... 81
Supplementary Health Care Plan ..... 133
Supplementary Vacation \& Supplementary Vacation Days ..... 65
Surviving Spouse \& Dependent Coverage ..... 137
Vacations - General Conditions ..... 71
Vacations - Office \& Clerical Group ..... 69
Vacations - Pulpmill \& Sawmill ..... 66
Vision Care ..... 137
Wages \& Job Classifications ..... 75
Welfare Coverage - Layoff ..... 34
Welfare Plans ..... 75
Wire Clause - Allowance For Tour Workers ..... 57

## LABOUR AGREEMENT

This Agreement is by and between West Fraser Mills Ltd., (Hinton Pulp and Hinton Wood Products Sawmill Division) hereinafter referred to as the Company, and the Communications, Energy \& Paperworks Union of Canada, C.L.C. and its Local Union 855, A.F.L., hereinafter referred to as the Union.

Although the Hinton Wood Products Sawmill Division is covered under this current Labour Agreement, it is agreed by both Parties that Hinton Wood Products will be an independent stand alone operation from the Pulpmill. It will be self-contained and not reliant on the Pulpmill. In maintaining the separate nature of Hinton Wood Products, the Parties to this agreement are committed to a co-operative relationship.

This Agreement contains the full and complete agreements on all bargaining issues between the Parties. There are and shall be no other agreements except as enumerated herein, or have been agreed upon in writing. Any such agreements shall be reduced to writing and signed by both Parties.

For the purpose of interpreting this Agreement, words in the masculine will apply to the feminine and words in the feminine will apply to the masculine.

## SECTION 1 - GENERAL PURPOSE OF AGREEMENT

1:00 (a) The general purpose of this Agreement is, in the mutual interest of the Company, the Union, and the Employee, to provide for the operation of the Plant hereinafter mentioned under methods which will further, to the fullest extent possible, the safety, welfare, health, dignity, rights and human rights of the employees, economy of operation, quality and quantity of output, cleanliness of Plant and protection of property. It is recognized by this Agreement to be the duty of the Company and the Union and all the Employees to cooperate fully, individually and collectively, for the advancement of said conditions.

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

1:00 (b) Workplace Harassment: The Company and the Union have jointly developed a policy on workplace harassment in an effort to maintain a harassment-free workplace. A copy of the policy is available through either Party. Incidents of alleged harassment will be promptly investigated and, if the allegations have merit, then the person or persons involved in the harassment may be disciplined or terminated, depending on the severity of the incident(s).

1:00 (c) Flexible Work Practices: Flexible work practices will be implemented consistent with the Letter of Understanding attached to this Agreement.

L of $U$ - Re: Flexible Work Practices (p.140)

## SECTION 2 - RECOGNITION AND MEMBERSHIP

2:01 (a) In order to accomplish the purpose of this Agreement, the Company recognizes the Union as the sole agency representing all employees of West Fraser Mills Ltd., (Hinton Pulp Division and Hinton Wood

Products Sawmill Division) Hinton, Alberta who are eligible for Union membership for the purpose of collective bargaining as set out in Certification Order No. 81-2005 (varied - May 9, 2005), issued by the Labour Relations Board of the Government of the Province of Alberta.

2:01 (b) In the event of a change in employer status members of CEP Local 855 will retain all of their rights under the Labour Agreement.

2:02 It is agreed that all new employees will as a condition of employment join the Union within thirty (30) days from the date of hire, and report to the Union for the same.

2:02 (a) The Company agrees to deduct on the last payday of each month, regular monthly Union dues, initiation fees and assessments from each employee who has signed a check-off authorization, provided such deduction conforms with the Alberta Labour Act.

2:02 (b) All amounts deducted under foregoing check-off system will be forwarded by the Company to the Union within ten (10) working days of the deductions. The Company will furnish a list showing the name of each employee, dues, initiation fees, and assessments deducted as well as amount uncollected. It is agreed that the Human Resources Department will instruct new employees of the necessity of joining the Union within thirty (30) days after commencement with the Company.

2:02 (c) Failure of employees to apply for membership within thirty (30) days of employment will constitute grounds for dismissal.

2:02 (d) Until an employee has been on the payroll of the Company for forty (40) calendar days, or until he/she has accumulated thirty (30) working days in a ninety (90) calendar day period, he/she shall be considered a probationary employee and shall have no rights with respect to seniority.

2:02 (e) if an employee does not complete his/her probationary period in one continuous period of time and is rehired over one or more times over a period of six (6) months, the days worked will be counted as days worked for purpose of computing his/her probationary period. If any period of employment spans a weekend those two (2) days will be counted as days worked. His/her seniority will start thirty (30) days prior to the date he/she completes his/her probationary period.

2:02 (f) Any employee, coming under the terms of this Agreement, will as condition of continued employment, maintain membership in good standing in the Union throughout the terms of this Agreement.

2:03 The terms and conditions of employment of students hired for relief purposes from April $1^{\text {st }}$ to October $31^{\text {st }}$

The Company will provide Health Care, Blue Cross, Dental, Group Life Insurance and A.D. \&D. for the same conditions as regular employees coming under the terms of the Labour Agreement, if students are not already covered by their parents. Students will also be eligible for one (1) floating holiday after ninety (90) days of employment and the remainder after one hundred and eighty (180) days of employment. In the unlikely event a student, while working as summer relief, becomes permanent, his/her date of seniority commences as of the date he/she fills the permanent positions.

Student employees hired for the summer season, between the period of April $1^{\text {st }}$ to October $31^{\text {st }}$, will receive holiday pay for the Statutory Holidays set out in this Agreement that fall within this period of employment as per the terms of Section 15 of this Agreement.

2:04 In the event of the Union intending to suspend a member for non-maintenance of membership, the Company will be notified by the Union in writing of such intention at least seven (7) calendar days before the Union proposes to make such suspension effective.

2:05 The Company agrees to the following as a result of requests for information the Union requires to assist in the running of their office.

2:05 (1) (a) New employees will be advised that they have to report to the Union within the thirty (30) day probationary period. The Company will advise new employees that they must join the Union within the thirty (30) days and will provide new employees with a brochure made up by the Union outlining the procedure.

2:05 (1) (b) As part of the new employee's induction the Company commits that it will provide an opportunity for the Union President or his/her designate to meet with such employees for up to one (1) hour. It is understood and agreed that the Company will only compensate the Union President or his/her designate for time away from his/her regular shift. No overtime, rest period, or other compensation will be paid.

If the Union cannot attend the induction then the employee will be informed that he/she must report to the Union Hall within thirty (30) days of employment.

2:05 (2) The Company will provide an accumulated seniority list on a monthly basis.

2:05 (3) A monthly list will be provided to the Union showing whether or not deductions have been made.

2:05 (4) The Company will provide hire, termination and reason, transfer, and vacation lists on a weekly basis.

2:05 (5) The Company will send a copy of the records of frozen employees to the Union.

2:05 (6) When possible, the Union will be advised if employees are hospitalized. However, the Company is not always aware of employees being hospitalized.

## SECTION 3 - CONTRACTING OUT

In applying all of Section 3, the Hinton Wood Products Sawmill Division stands alone as an independent unit. Conditions in the Pulpmill or Sawmill will not impact on each other in the application of this Section.

3:01 Definition of Contractors - For the purpose of this section all references to contractors will include subcontractors, assignees, transferees and their employees.

3:02 The Company will not contract work except such work for which it does not have equipment or skills and/or work which would require the use of its own personnel to the extent that normal and necessary work be curtailed or delayed.

3:03 (a) Prior to contracting out bargaining unit work, a "Contracting Out Committee" from the Company and the Union, will meet to discuss contracting issues and Maintenance shutdown issues.

3:03 (b) A "Contracting Out Committee" consisting of equal representation from the Company and the Union, will meet bi-weekly to discuss contracting out issues shutdown Maintenance issues.

In order to facilitate notification of contractors coming on site, a weekly meeting will be held in Human Resources at 1:00 p.m. each Thursday where the Company will advise the Union of any contractors who will be commencing work the following week.

Security will not allow contractors on site until cleared by Human Resources subsequent to this meeting, with the exception of emergencies.

Provisions have been added to contract documents that will cause any contractor who willfully violates any part of Section 3 to be removed from the plant site.

3:03 (c) The Committee shall work on issues brought forward with the goal of maximizing the use of Company employees where practical.

3:03 (d) The Company will discuss, with the Contracting Out Committee and prior to the work being done, all situations where the hours of work, days of work, or statutory holidays of the contractors or sub-contractors, do not coincide with the provisions of the Labour Agreement.

3:04 In the event bargaining unit work is to be contracted out to a contractor not affiliated with the Canadian Labour Congress or the Alberta Federation of Labour, the contractor will pay on behalf of their sub-contractors, assignees, transferees, and/or employees a monthly work permit fee (equal to 1 months union dues without special assessments) by cheque or money order, prior to entering the work site during that calendar month. The Company shall be ultimately responsible for payment of the fee if the contractor fails to pay the fee.

3:05 All of the above mentioned individuals will be issued temporary work permit cards.

3:06 Each temporary work permit card shall have the individual's name, trade (if applicable) and Union and Local (if applicable).

3:07 In the event of a work stoppage, the temporary work permits issued for that period of time will be considered void for the length of the work interruption.

3:08 Contractors shall also comply with all safety and lockout regulations as they apply to employees covered by this Labour Agreement.

3:09 (a) Trades Employees of non-union contractors will be paid a minimum of " $A$ " Mechanic rate as per Appendix "A" of our Labour Agreement.

3:09 (b) All other employees of non-union contractors will be paid a minimum of labourer (base) rate as per Appendix "A" of our Labour Agreement.

3:10 Employees of "dues" paying union contractors will be paid according to their Labour Agreement. (If a problem arises as to who is dues paying and who is
paying a work permit fee to another Union, the employee will be paid a minimum of " $A$ " Mechanic rate as per Appendix "A" of our Labour Agreement.)

3:11 The Company agrees there will not be any reduction of normal crews, when it is necessary to contract work under this Section.

3:12 The Company will submit a weekly list to the Union showing all contractors working on site during the previous seven (7) day period.

3:13 Contracting out of work where the work is being performed by a manufacturer or supplier under warranty shall be exempt from the provisions of Section 3.

3:14 The Company agrees that equipment brought in on a temporary basis will be operated by hourly personnel of Local 855 , within thirty (30) days.

Exceptions to this rule would be situations where new equipment is brought in on a trial basis, where the Seller's Operator would be required to operate and/or train Company Operators.

The above statements do not preclude the Company from hiring Owner-Operator equipment or PrivatelyOwned equipment for short term jobs in the Mill compound for a period up to thirty (30) days.

However, the Company agrees that when OwnerOperator equipment or Privately-Owned equipment is hired the Local Union will be notified as to the length of time that is anticipated and the specific job that is to be undertaken by the contractor.

3:15 Contractors shall honour all legal picket lines at the mill site. Failure to do so shall result in disqualification from future access to the mill site for the term of the contract. A contractor will not be allowed on the mill site if he/she has a current, demonstrated practice of crossing legal picket lines.

> LOU Contracting Out - Swipe Card System (p.146) LOU Contractors in the Admin Building (p. 170)

## SECTION 4 - TERM OF AGREEMENT AND CHANGES IN AGREEMENT

4:01 This Agreement shall be in effect from June 1, 2012 to and including May 31, 2017 and from year to year thereafter unless termination or changes are desired by either Party, in which event the Party desiring the change shall serve written notice on the other Party, not less than sixty (60) days nor more than one hundred and twenty (120) days prior to June 1, in any given year.

4:02 This Agreement remains in effect until a new Agreement has been negotiated and signed. When the new Agreement has been signed, this Agreement becomes null and void.

4:03 There will be no suspension or stoppage of work upon the termination of this Agreement or failure of renewal except with the approval of the Executive Board of the National Union as provided for in their Constitution and after all provisions of the Alberta Labour Act have been fulfilled.

4:04 All notices given under the provisions of this Section on behalf of the Union will be given by the President of the Union or his/her designated representative in writing and similarly notices on behalf of the Company will be given by the Hinton Division Human Resources Manager, or his/her representative in writing.

## SECTION 5 - PAYMENT FOR COMPANY/UNION MEETINGS

If a meeting between the Parties is required at the mill, the Company will reimburse an employee at his/her regular straight time rate for the time spent at such meetings and such time will be considered as time worked. This does not include negotiations, conciliation and arbitration.

## SECTION 6 - NO INTERRUPTION OF WORK

It is agreed that there shall be no strikes, lockouts, walkouts, slowdowns nor other interruptions of work during the life of this Agreement.

## SECTION 7 - ADJUSTMENT OF GRIEVANCES AND ARBITRATION

7:01 The term grievance means a difference or dispute between the Company and the Union, or between the persons bound by this Agreement concerning its interpretation, application, operation, claim or breach or alleged violation thereof.

7:02 Recognize that wherever possible complaints, grievances, or differences are settled more amicable within the department concerned, the following procedure shall be followed:

STEP 1The aggrieved person or persons will within fourteen (14) days of commencement or knowledge of the alleged incident creating the complaint, endeavor to adjust the complaint with the immediate Supervisor concerned, and will be accompanied by the Shop Steward. The Supervisor shall give verbal answer within five (5) days of the meeting.

If the Supervisor's verbal answer is not acceptable the grievance will be reduced to writing within a maximum of five (5) days and the Supervisor shall affix his/her answer likewise within a maximum of five (5) days.

STEP 2 Failing to satisfactory settle the grievance at the Supervisor's level, the Shop Steward shall take the matter up with the Executive of the Union, and if the Executive of the Union decides the matter will be processed further they will submit Pulpmill grievances in writing to the Pulpmill Human Resources Manager (hereinafter referred to as the Divisional Company Representative) or their representatives within seven (7) days after the Shop Steward received the reply in writing from the Supervisor.

The Grievance Committee of the Union and the Shop Steward and the aggrieved employee will meet within twenty-one (21) calendar days with the Divisional Company Representative or his/her representative and the immediate Supervisor concerned, to try and reach a satisfactory settlement between the Parties. The Divisional Company Representative or his/her
representative will submit his/her reply in writing to the President of the Local Union or his/her representative within a further five (5) days from the date of the meeting.

Grievances other than those involving individual employees may be initiated at Step 2 by either Party, but shall be dealt with by the Union Grievance Committee and the Divisional Company Representative.

STEP 3 Failing to satisfactorily settle the grievance between the Divisional Company Representative and the Grievance Committee of the Union, Pulpmill matters may be referred to the General Manager, Pulp Operations and Hinton Wood Products matters to the General Manager, Forest Resources and Lumber, or their respective representatives. Grievances for either Division will also be referred to the Vice President of the Western Region of the Communications, Energy and Paperworks Union of Canada or his/her representative. These referrals will be made within seven (7) days after receipt of the Divisional Company Representative's answer in writing.

The affected Divisional Company Representative mentioned above, or his/her representative and the Vice President of the Western Region or her/her representative will meet within thirty (30) days in an effort to satisfactorily resolve the matter. The grievor's immediate Supervisor will attend meetings in the cases of disciplinary grievances. The affected Divisonal Company Representative mentioned above or the Divisonal Human Resources Manager will submit his/her reply in writing to the Union within five (5) days from the date of the meeting.

STEP 4 Failing to satisfactorily settle the matter at Step 3 , the matter may be referred to Arbitration within five (5) days following the next regular Union meeting after receipt of the General Manager, Pulp Operations' or his/her representative's reply in writing for the Pulpmill; or the General Manager, Forest Resources and Lumber's or his/her representative's reply in writing for Hinton Wood Products.

## ARBITRATION

7:03 Either of the Parties wishing to submit a grievance to Arbitration shall notify the other Party in writing of its intention to do so and shall submit three (3) names of suggested single arbitrators within five (5) days of referring the matter to Arbitration. If the grievance relates to human rights, harassment or employment equity issues then either Party may choose that the grievance be arbitrated by an Arbitration Board. If the grievance concerns the termination of an employee then the Company and the Union may, by mutual agreement, choose to have the matter heard by a Board.

7:04 (a) The Party receiving the notice of arbitration with a single arbitrator shall, within ten (10) days after receipt of notification as provided in Section 7:03 above, submit its list of three (3) suggested single arbitrators to the other Party. The Party requesting or choosing an Arbitration Board shall submit the name of its appointee within five (5) days of referring the grievance to arbitration.

7:04 (b) Within ten (10) days after receipt of notification or request for an Arbitration Board as provided in Section 7:03 above, the Party receiving the notice or request shall advise the other Party of its appointee to the Arbitration Board in the case of an employment equity, human rights, or harassment grievance or, in the case of a termination, whether it agrees that the grievance be heard by a Board. If the Party agrees, in the case of a termination, to an Arbitration Board then it shall submit the name of its appointee within ten (10) days of the request.

7:05 (a) If the Parties are unable, within ten (10) days of exchanging nominations for a single arbitrator, to agree on an arbitrator then the grieving Party shall immediately request the Minister of Labour for the Province of Alberta to appoint an arbitrator.

7:05 (b) The appointees nominated by the Parties shall, within ten (10) days, endeavor to select a mutually acceptable chairperson for the Arbitration Board. If they are unable to agree upon the choice of a chairperson
they shall immediately request the Minister of Labour for the Province of Alberta to appoint a chairperson.

7:06 After a single Arbitrator or Arbitration Board has been formed in accordance with the above procedure, he/she or it shall meet within thirty (30) days of the appointment of the chairperson and hear such evidence as the Parties may desire to present to assure a full, fair hearing, and shall render his/her or its decision, in writing, to the Parties within fourteen (14) days after the completion of the hearing.

7:07 (a) A single Arbitrator shall have the authority to render the decision and a decision thus rendered shall be final and binding on the Parties.

7:07 (b) The chairperson shall have authority to render the decision with the concurrence of either of the other members, and a decision thus rendered shall be final and binding on the Parties.

7:08 The single Arbitrator's or Arbitration Board's decision shall be governed by the terms of this Labour Agreement and shall not alter, amend or change the terms of this Labour Agreement.

7:09 Each of the Parties to this Labour Agreement shall bear the expense of its appointee to the Arbitration Board. The fees and expenses of the chairperson or single arbitrator shall be borne equally by the two Parties to the dispute.

7:10 This provision will be drawn to the attention of the chairperson or single arbitrator upon his/her appointment.

## DISCHARGE OR SUSPENSION

7:11 If an employee has been discharged or suspended, and feels that his/her discharge or suspension was unfair or unjust under the terms of this Agreement, he/she may appeal his/her case with a written grievance directly to either the Pulpmill Human Resources Superintendent or his/her representative, or to the Hinton Wood Products Human Resources Manager or his/her representative, as applicable, (hereinafter referred to as the Divisional

Company Representative) within seven (7) days of the incident.

7:12 The applicable Divisional Company Representative or his/her representative will meet with the aggrieved employee and the Grievance Committee of the Union at the earliest agreeable time in an attempt to resolve the matter. The applicable Divisional Company Representative or his/her representative will notify the Union in writing of his/her reply within two (2) days of the date the meeting was held.

7:13 If the matter is not satisfactorily settled at the applicable Divisional Company Representative's level the Union may process the grievance to Step 3 within five (5) days of receipt of the Divisional Company Representative's written reply.

7:14 The Company agrees to advise the Union President or Vice President of its intention to discharge or suspend a full-time employee (not probationary employees). It is recognized that there are occasions and circumstances when the advice will not be timely (safety, security, vacations, environment, etc.).

## DISCIPLINE

7:15 When an employee is disciplined and the disciplinary measures become part of the employee's personal employment record, then the employee will be accompanied by the Shop Steward from his/her area, if that Shop Steward is on site. If the employee's Shop Steward is not available, the employee will select another Shop Steward who is on site.

7:16 At a time when an employee and Steward are in a disciplinary meeting, the Steward and the employee will be allowed to discuss the situation in private.

7:17 It is understood and agreed that the Company will remove from personnel records, any disciplinary action if the employee's record is free from any infractions for one (1) year from date of last disciplinary action so recorded.

When a disciplinary grievance is resolved in the Union's favour, all originals and copies of the grieved discipline documentation will be returned to the Union.

## TIME LIMITS

7:18 The time limits as outlined above in all clauses of Section 7:00 may be extended by joint agreement between the Parties and confirmed in writing by the Party requesting the extension. Any request for an extension will not be unreasonable denied (example: sickness, vacation).

For the purpose of this Section, days shall be deemed to mean consecutive days exclusive of Saturdays, Sundays and Statutory Holidays.

## SECTION 8 - SENIORITY

> Note: Hinton Wood Products seniority with respect to the Job Posting, Relief and Reduction of Forces is found in Section 27 - Hinton Wood Products. Page 111-115

8:01 (a) Seniority will govern promotions, job postings, layoffs, demotions, filling vacancies, transfers, rehiring, moving from day to shift positions, and from shift to day positions, provided the employee has the necessary qualifications, dependability and ability to perform the work properly, safely and efficiently.

A vacancy occurs when less than the normally required number of positions or classifications are filled, the exception being those positions subject to Section 8:19.

8:01 (b) In the cases of permanent job transfers, it is not the Company's intent to give a junior employee preference over a senior employee on the basis that he has acquired experience by having previously performed the job.

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

8:01 (c) The Company and the Union recognize that it is desirable to reduce the effect of layoffs on the employees and at the same time recognize mill seniority, job qualifications and the role of lines of progression, job seniority and departmental seniority. In the even of layoffs, the Company and the Union agree to meet and discuss these principles.

8:02 For the purposes of this Agreement there shall be three (3) classes of seniority - Job Seniority, Departmental Seniority and Mill Seniority.

8:03 Job Seniority is defined as the length of service in a given job classification.

8:04 Departmental Seniority is defined as the length of service of an employee in a Department.

8:05 Mill Seniority is defined as the length of service in the work force in the Plant at Hinton, and only applicable to employees coming under the terms of this Agreement.

8:06 (a) In the consideration of seniority in promotions, first preference will be given Job Seniority. Where Job Seniority is equal, Departmental Seniority will prevail. If Job and Departmental Seniority are equal, then Mill Seniority will determine the promotion, all other qualifications being equal. It is agreed that when qualified employees are not available in the present crew, the Company has the right to hire experienced applicants.

8:06 (b) Where there is a common relief or labour group at the bottom of two (2) or more split lines of progression, Department Seniority will take precedence over Job Seniority when slotting employees into the common relief or labour group as a result of job elimination in any of the above mentioned lines of progression. Employees who have voluntarily frozen themselves in a line of progression will remain below those already moved ahead of them because of their freezing when there is a move back to the common relief or labour group. This applies to those employees who were voluntarily frozen as of October 20, 1987.

8:06 (c) If there is a split line of progression that merges upwards into a single line, then Departmental Seniority will take precedence over Job Seniority on temporary and permanent move-ups.

8:06 (d) If a permanent move-up occurs at the spit in a line of progression which merges upwards from a single line into two (2) lines, then the senior employee must declare whether or not he/she wishes to make the permanent move. If the senior employee does not accept the move-up, then the next senior employee in the line of progression shall have the option, and so on down the line. Any employee wishing to refuse the promotion must do so in writing and shall be committed to the other part of that line.

8:06 (e) If a split line of progression is to be merged into a single line, then Departmental Seniority will take precedence over Job Seniority, when merging the employees into the new single line.

8:06 (f) If two (2) or more lines of progression are to be merged into a single line, then Departmental Seniority will take precedence over Job Seniority when merging the employees into the new single line. However, the employees who have bypassed a frozen employee in a line of progression will remain ahead of those employees upon creation of a single line of progression.

8:06 (g) If a job evaluation causes job classifications in a line of progression to change, such that job classifications occupied by frozen employees are evaluated higher in the line of progression, then, those employees who are frozen will have the opportunity to unfreeze (as per the condition in Section 8:08(b)) and accept their new job classification, or they may move down in their line of progression to any job classification providing they do not freeze in a job classification occupied by a frozen or grandfathered employee unless the employee in motion is freezing for a valid medical reason.

8:06 (h) If a job evaluation causes job classifications in a line of progression to change, such that the job classifications below frozen employees are evaluated
higher in the line of progression, then, those employees who are frozen will have the opportunity to unfreeze as per the conditions of Section 8:08(b) or they may remain frozen in their current job classification as it fits in the reevaluated line of progression.

8:06 (i) The job incumbents in the one (1) job classification below a frozen employee may request a lateral transfer to the same shift as the frozen employee. This request must be made by the employee (within on (1) calendar week of his/her return to work) after the freezing agreement has been signed. The intent of this provision is to allow senior employees to temporarily move-up over frozen employees to higher paid jobs in the line of progression. If no one wishes to transfer then the individual, in the job classification below the frozen employee on the crew, will remain on that shift. It is understood and agreed that there will be no additional cost (ie - overtime) to the Company for the employee opting to transfer under this Section and there will be no guaranteed hours to the employee opting to transfer under this Section.

8:07 (a) In filling subsequent vacancies in the lines of progression, the senior qualified employee will be promoted. Should a question arise as to whether or not the senior employee is qualified, the senior employee will be given a trial period of up to thirty (30) working days on the job in question. If after this trial period it is found that the employee is not performing satisfactorily, he/she will be returned to his/her former job without loss of seniority and the job will be filled by the next senior qualified employee.

8:07 (b) Where there is an option within a department as to which line of progression is entered from a common relief or labour group of employees, the position may be refused by the senior employees. The junior employees must take the position. An employee refusing a promotion must declare the line of progression he/she chooses to enter.

8:07 (c) All temporary move-ups caused by the employee being off-duty for vacation or other purposes authorized by the Company, will be made on a shift basis
where possible. This will apply in all cases except permanent promotions and absences of an anticipated thirty (30) calendar days or more. In such cases, the senior tour workers will be promoted, subject to all other considerations contained in this Section 8 - Seniority.

8:07 (c) (i) Maintenance Labourers may be utilized as Trades Utility Persons. A Trades Utility Person is a person in the Maintenance Labour group who uses trades tools while assigned to and directly assisting a Tradesperson on the job. Maintenance Labourers will have the first opportunity to Trades Utility jobs prior to summer students.

## 8:07 (d) DURING THE MONTHS OF JULY AND AUGUST

All temporary move-ups caused by the employee being off duty for vacation or other purposes authorized by the Company, will be made on a shift basis where possible. This will apply in all cases except permanent promotions and absences of an anticipated sixty (60) calendar days or more. In such cases, the senior tour workers will be promoted, subject to all other considerations contained in this Section 8 -Seniority.

8:08 (a) It is understood and agreed that no step in the line of progression, the training of which is necessary to the next step will be blocked by more than any one (1) employee who is unwilling to progress further. It is also recognized that other jobs within the same progression step may be blocked where necessary by employees having valid medical reasons substantiated by medical certificate or by employees whose ability limits further progression.

8:08 (b) An employee who may choose to unfreeze and accept promotion within the line of progression will be subject to the following. In the event of unfreezing the employee next in Job Seniority in that job classification will have the right to promotion before the frozen employee. A Union Executive member must be present when an employee is voluntarily freezing, is being frozen by the Company, or is unfreezing.

8:08 (c) An employee frozen in the line of progression will, prior to unfreezing have his/her application for unfreezing reviewed by the Parties to this Agreement, following the establishment of a valid reason for this review. A copy of the unfreezing notice will be forwarded to the Local.

8:08 (d) Any employee promoted to a position within the Company over which the Union has no jurisdiction, may be returned by the Company or at his/her own request, to his/her former position within three (3) months or an extension thereof by mutual consent of the Parties and will have all his/her former standings re-established providing he/she remained in good standing with the Union during this period of promotion.

8:09 (a) In a reduction of the working force in the Maintenance Department, the junior employee in the trade involved in respect of departmental seniority will be laid off first regardless of classification. The journeyman tradesperson, when displace due to departmental seniority, will be granted the opportunity to exercise his/her mill seniority to remain in their respective department, within their respective Division. Each trade is considered to be a separate department.

8:09 (b) In reduction of the working force in any line of progression, employees will be demoted step by step down their line of progression.

8:09 (c) In the event of a temporary reduction in the work force, the seniority provisions as defined in $8: 14$ will prevail.

If the temporary reduction affects a line of progression, then the employees will be demoted step by step down their line of progression. An employee displaced out of the bottom of his line will, in this instance only, be placed back into their line by mill seniority (not just the entry level job) provided he has the required qualifications, and is capable of performing the job. The employees being placed back into the line will be placed in such a way that all displaced persons will remain in order of department seniority when slotted back into the lines. All displaced persons re-entering the line will be placed as low into the
ling as possible, recognizing the principles of mill seniority.

When mill seniority no longer allows displaced persons to re-enter the line, those displaced persons will be afforded the provisions defined in 8:14

When employees are recalled from temporary reduction, they will be assigned to the position they occupied in the line of progression before the temporary reduction occurred, provided the position still exists.

8:09 (d) In the event of permanent reduction in the work force the provisions of Sections 8:14, 8:17, 8:18 and 8:19 will prevail.

8:10 For purposes of this Agreement, the effective date for Job and Departmental Seniority is established as September 29, 1957. This common seniority date applies also to employees who were off duty, on authorized leave of absence, sick or absent from work due to a compensable accident. This common seniority date does not interfere with an employee's Mill Seniority, nor his/her last effective employment date with the Company.

## JOB POSTING

8:11 (a) Where a permanent job vacancy occurs, notice shall be posted within five (5) working days at appropriate locations, including all bulletin boards, for a minimum of seven (7) working days, exclusive of Saturdays, Sundays and Holidays, and a copy sent to the Union. The notice shall set out a job description, qualifications required for the job classification and wage rate.

8:11 (b) If a temporary non-maintenance vacancy occurs which potentially could exceed six (6) months, then the position will be posted as a permanent vacancy with a notation on the posting indicating that the position may end up as temporary, and the reason(s) why. If the original employee returns to work, then the employee being displaced will exercise his/her seniority rights as per Section 8:14.

8:11 (c) If a temporary maintenance vacancy occurs due to sickness or accident, which potentially could exceed six (6) months, and the Company determines that the position needs to be filled, then the Company will advertise for a tradesperson for a temporary period of time. If an internal, qualified, non-maintenance employee applies, then the employee will be given the opportunity to transfer to fill the vacancy. Upon completion of the temporary vacancy, the employee awarded the position will exercise his/her seniority rights as per Section 8:14.

8:11 (d) If a non-maintenance job arises which will last longer than six (6) months, then the Company and Union will meet to discuss whether the opening can be handled through a line of progression move-up or whether the position needs to be posted. Upon completion of the temporary job, if it was handled as a line of progression move-up, then the employee filling the job will move back into his/her old spot in the ling and the line will be moved back down step by step. Upon completion of the temporary job, if it was posted, then the employee awarded the position will exercise his/her seniority rights as per Section 8:14.

## 8:11 (e) Job Posting Qualifications

These are the Job Posting Qualifications for the following departments:

| Department | Qualifications |
| :--- | :--- |
| Pulpmill Operations | Grade 12 or equivalent <br> including: <br> -2 of: Chem 20, Math 20, and <br> Physics 20; or <br> - - Successful completion of 4 <br> th <br> Class Power Engineering <br> technical training; or <br> - Pulp \& Paper Technology <br> Certification |
| Power \& Recovery | Grade 12 or equivalent <br> including: <br> -2 of: Chem 20, Math 20, and <br> Physics 20; or <br> - Successful completion of 4 <br> Class Power Engineering <br> technical training; or <br> - Pulp \& Paper Technology <br> Certification |
| Fibre \& Site <br> Services | Grade 10 |
| Hard Trades <br> Apprentices | Government qualifications |
| Electrical <br> Apprentices | Government qualifications |
| Instrument <br> Apprentices | Government qualifications |
| Office \& Clerical | Appendix "C" |

8:11 (e) (i) Current employees can bid into Pulpmill Operations and Power \& Recovery with the old qualifications until November $2^{\text {nd }}, 2014$. From November $3^{\text {rd }}, 2014$ to April $2^{\text {nd }}, 2016$, if they are taking courses to attain new qualifications, and making progress, the Company will still allow them to bid into Pulpmill Operations and Power \& Recovery.

8:11 (e) (ii) Until April $2^{\text {nd }}$, 2016, approved course, tuition and books are reimbursed $50 \%$ upon registration. Further 50\% will be reimbursed upon successful completion. After April $2^{\text {nd }}, 2016$, approved courses are reimbursed upon completion.

8:11 (e) (iii) In the event a Union employee is put into motion (loss of job or bumped) the previous qualifications (below) will apply to anybody employed before April 2, 2013. People with recall rights are also exempt from the new qualifications.

| Department | Qualifications |
| :--- | :--- |
| Pulpmill Operations | Grade X |
| Power \& Recovery | Grade X, including Grade <br> X Math, Physics and <br> English or a minimum of <br> Government qualification, <br> whichever are greater. |
| Fibre \& Site Services | Grade X |
| Hard Trades <br> Apprentices | Government qualifications |
| Electrical Apprentices | Government qualifications |
| Instrument <br> Apprentices | Government qualifications |
| Office \& Clerical | Appendix "C" |

8:11 (f) It is mutually agreed to by the Company and the Union that when the Company posts a job for bid requiring a specific grade (ie: Grade 12 or Grade 11) then the posting notice will include the following statement: "Grade 12 (or Grade 11, etc.) is preferred, however employees who do not have Grade 12 but who nevertheless feel they have the capability to do the job in questions, then they are encouraged to bid and their capabilities and work experience will be taken into consideration."

8:11 (g) Interviews will be governed by seniority, providing the senior employee has the required qualifications. Once the position has been awarded, a list of applicant names along with their seniority dates will be posted identifying the successful applicant. The
successful applicant will be advised in writing, by the applicable Human Resources Department.

## 8:11 (h) Inter-Divisional Posting

Inter-divisional bidding will be allowed on the following posted jobs:

| Hinton Wood Products | Hinton Pulp |
| :--- | :--- |
| Janitor/Chipper Knife | Chemical Unloader |
| Changer | Distribution/Transportati |
| Kiln Forklift | on Assistant |
| Cleanup | Tech 2 |
| Oiler Trainee | Janitor |
| Planerman | Day Wicket Clerk |
| Sticker attendant | Relief Cleanup - |
| Spareborline |  |
| Log Bundler /Debundler | Relief cleanup - |
| Senior Accounting Clerk |  |
| Utility Yard Cleanup | Silo Person |
| Yard Bucker | Stock Records Clerk |
| Logyard Utility | Relief Field Engineer |
| CTL Operator | Water Treatment Plant |
| Shipping | Operator |
| Forklift/Carblocker | Voucher Clerk II |
| Reclaim Operator | Asbestos Management |
| Lumberyard Utility | Day Labourer - FSS |
| Material Handler | Maintenance |
| Tilthoist | Apprentices |
| Planer and Sawmill Bin |  |
| Operator |  |
| Planer Floor Cleanup |  |
| Maintenance Apprentices |  |

8:12 It is the Company policy to promote within the ranks of the Company's employees, where employees possess the required capability and qualifications. Job postings will be filled from among suitably qualified employees of the seniority in promotions (by the job posting procedure only) the preference will be given to Mill Seniority, provided the employee has the necessary qualifications, dependability and ability to perform the work properly, safely and efficiently. When there are no qualified applicants from within to fill all of the duties and responsibilities of the job opening, the position will be filled from any source. Current or recent temporary onsite mill experience will not overcome the lack of similar experience of senior employees.

8:12 (a) The Company will post a bulletin advising employees of their intention to seek applicants from outside sources. When a vacancy occurs within a Department, employees coming under the terms of this Agreement who make application for an opening will be given first consideration.

## 8:12 (b) Job Posting Trial Period and Penalties

8:12 (b) (i) If an employee is awarded a job posting, transfers to the job and then chooses to return to his/her previous job classification within the first tour or one (1) week (minimum 36 hours), then the employee will be allowed to re-bid on other job postings.

If an employee is awarded a job posting, transfers to the job and then chooses to return to his/her previous job classification between the time allotted above and fourteen (14) working days, then the employee shall not have the opportunity to apply for another job posting for a period of twelve (12) months from the date he/she advises the Company of his/her choice.

If an employee is awarded a job posting, transfers to the job and then chooses to return to his/her previous job classification within fifteen (15) to thirty (30) working days, then the employee shall not have the opportunity to apply for another job posting for a period of eighteen (18) months from the date he/she advises the Company of his/her choice.

8:12 (b) (ii) The Company maintains the right to return the employee to his/her previous classification for reasons of poor performance, with no posting penalties to the employee.

8:12 (b) (iii) The "working days" referred to above will not be extended due to the employee taking Floaters, Vacation, Supplementary Vacation, Statutory Days Off in Lieu or Banked Time unless the time off was submitted in writing to his/her Supervisor before the job being posted. Exceptions for reasons such as personal difficulties may be considered.

8:12 (b) (iv) Notwithstanding the above, employees who have been awarded and have moved to a downward job posting (regardless of whether they stay in the job or not) shall not have the p[[opportunity to apply for another downward job posting for the greater of twelve (12) calendar months from the date the employee was awarded the posting, or the penalties outlined in (i) above. It is clearly understood and agreed that an employee posting from a bottom job in the line of progression to a bottom job in another line of progression is not considered a downward job posting.

8:12 (c) Employees who have been the successful applicant on a job posting shall accumulate Job and Department seniority beginning on the date they are awarded said job posting. Their rate of pay and all items under Section $8: 13$ will be applicable from the date the employee is physically transferred to the posted position.

8:13 An employee who has been transferred from one department to another will have the privilege of returning to the job from which he/she was transferred, subject to the penalties in 8:12 (b), within thirty (30) working days of the date of the commencement of the transfer, if in the opinion of the Company will have the right to return the employee to his/her former job within a period of thirty (30) working days of the date of commencement of the transfer if in the opinion of the company the employee is not qualified to do the job to which he/she was transferred. An employee returned to his/her former job will retain his/her seniority when returned.

8:14 (a) It is agreed that an employee being subject to layoff will have the opportunity to exercise his/her Mill Seniority to the bottom jobs in the lines of progression and all posted jobs except Apprentices, providing he/she has the required qualifications, and is capable of performing the job to which he/she desires to transfer.

It is understood that if problems arise with this application, the Union and the Company will meet to attempt to reach a satisfactory conclusion.

To facilitate the exercising of Mill Seniority as outlined in 8:14 (a) above, the following training will be provided:

8:14 (b) Up to two (2) days where the layoff is estimated to be in excess of ten (10) days.

8:14 (c) Up to five (5) days where the layoff is estimated to be in excess of twenty-one (21) days.

8:14 (d) Up to eight (8) days where the layoff is estimated to be in excess of thirty-five (35) days.

8:14 (e) Up to ten (10) days where the layoff is estimated to be in excess of sixty (60) days.

8:14 (f) Where the layoff is estimated to be in excess of ninety (90) day, the Company agrees to provide up to fifteen (15) days training.

8:14 (g) Where a layoff results from a permanent partial plant closure or a temporary closure in excess of ninety (90) days, the Company will participate in a program of training or retraining for another job within the operations to facilitate the exercising of mill seniority, recognizing there will be limitations where special qualifications are required. Phasing in arrangements to implement the program shall be concluded prior to the closure.

The intent of this Section $8: 14$ is to enable senior employees, by virtue of Mill Seniority, to remain employed somewhere else on the plant site should a layoff occur.

8:14 (h) All layoffs which take place within one hundred and eighty (180) calendar days will be considered cumulative for the purposes of training.

L of $U$ - Re: Application of Seniority and Section 8:14
(p. 149)

## LAYOFF \& RECALL

8:15 (a) Any employee, other than a probationary employee, whose employment ceases through no fault of his own, shall retain seniority and shall be recalled on the following basis:

8:15 (a) (i) An employee with less than one (1) year continuous service shall retain these rights for six (6) months from the date of layoff.

8:15 (a) (ii) An employee with one (1) or more years of continuous service shall retain these rights for eighteen (18) months from the date of the layoff, plus two (2) additional months for each year of service up to an additional twenty-four (24) months.

8:15 (a) (iii) Should the cessation of employment referred to in this Section last longer than the seniority retention periods mentioned in (i) and (ii) above, then the employee will be considered permanently separated from the Company.

8:15 (b) Time on layoff shall not be considered as time worked for the purpose of qualifying for vacation pay or holiday pay.

## 8:15 (c) Welfare Coverage

8:15 (c) (i) An employee with one (1) or more years' seniority may have his welfare coverage continued for six (6) months while on layoff.

8:15 (c) (ii) An employee with more than four (4) months but less than one (1) year seniority may have his welfare coverage continued for three (3) months while on layoff.

8:15 (c) (iii) An employee who elects to maintain coverage while laid off will be required to pay the employee portion of the premium in advance on a monthly basis.

8:15 (c) (iv) An employee who has welfare coverage as provided for in paragraph (i) and (ii) above, will on return to work have his welfare coverage extended by one (1) month for each month in which he works.

8:15 (c) (v) An employee whose welfare coverage as provided for in paragraph (i) and (ii) above has expired, will on return to work be eligible for coverage for that period of employment.

8:15 (c) (vi) An employee will qualify for a new period of welfare coverage as provide in paragraphs (i) and (ii) above if he returns to work for at least ten (10) days within a floating period of thirty (30) consecutive days.

8:15 (c) (vii) The welfare coverage mentioned in this Section shall apply to all coverage's listed in Appendix B of this Labour Agreement.

8:15 (d) In the event of a departmental layoff, employees without departmental seniority will be laid off first. Section $8: 14$ will not be applied to that department until all employees without departmental seniority have been laid off.

8:15 (e) Employees who have lost their established job, position or classification as per Section $8: 17$ (b) will be given the first opportunity to refill those jobs, positions or classifications prior to Section 8:11 taking effect.

8:15 (f) Employees who, as a result of a permanent reduction in the workforce, have lost their established job in a "Mechanic A" position as per Section 8:17 (b) will be given the first opportunity to refill those positions within their respective department, within their respective Division.

8:15 (g) If an employee being bumped out of a position remains in his/her originating Division, they will be given the first opportunity to refill that position prior to Section 8:11 taking effect.

If the employee voluntarily opts to bump into the other Division, they forego their right of recall to the position being bumped out of, except if the move to the other Division was to prevent the bumped employee from being laid off.

8:15 (h) Laid-off employees will be recalled to work in the reverse order of their layoff, and must advise the Company of their acceptance of the job within seven (7) days following the date the Company mailed the notice of recall to their last address on record. Such notice of recall will be by registered mail. If the employee fails to report or has not arranged with the Company for an extension of this period, he/she will be considered separated from the Company. A bona fide reason for failure to report shall not deprive an employee of his/her recall rights.

## 8:16 Inventory Shutdowns

In the event of an inventory shutdown, the Company will make all reasonable efforts to give at least thirty (30) days written notice.

## 8:17 (a) JOB SECURITY-SEVERANCE ALLOW ANCE

An employee with one (1) or more years of continuous service who is terminated as a result of a permanent closure of operations by the Company, will qualify for a severance allowance. Such employee shall be entitled to a severance allowance of two (2) weeks per year of service to a maximum of sixty (60) weeks based on the employee's years of employment during the employee's last period of continuous service computed on the basis of forty (40) straight time hours per week at the employee's regular rate.

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

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

8:17 (b) An employee with one (1) or more years of continuous service, who has lost his/her established job, position, or classification because of mechanization, technological change, automation or permanent elimination of a position or job will have an option of terminating his/her employment and accepting a severance allowance as listed in (c); or, exercising his/her Mill Seniority rights subject to the conditions in Section 8:18.

8:17 (c) Severance allowance will be calculated by one (1) of the two (2) following methods, it being the choice of the employee as to which of such methods of calculation is used:

| Years of <br> Employment | Severance Allowance |  |  |
| :---: | :---: | :---: | :---: |
|  | Weeks/ <br> Yr | OR | $\%$ of <br> Earnings |
| $1^{\text {st }}$ twenty (20) Years | 2 | OR | $4 \%$ |
| Subsequent Years | 1 | OR | $2 \%$ |
| Maximum Severance <br> Allowance | $* 52$ <br> weeks | OR | 2080 <br> hours |

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

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

It is understood and agreed no severance allowance will be paid in cases where curtailments are of a temporary nature.

8:17 (d) Technological Change: means (a) the introduction by an employer of a change in his/her work, undertaking or business, or a change in his/her equipment or material from the equipment or material previously used by the employer in his/her work, undertaking or business, or (b) a change in the manner an employer carries on his/her work, undertaking or business related to the introduction of that equipment or material.

8:18 (a) The Company agrees to participate in a program of training or retraining for one (1) other job, subject to Section 8:14(a), within the operation, subject to the employee having the educational qualifications for that position.

8:18 (b) An employee who is set back to a lower paid job because of mechanization, technological change, automation or permanent elimination of a position or job, will receive the rate of his/her regular job at the time of the set back for a period of six (6) months, and for a further period of six (6) months he/she will be paid an adjusted rate which will be midway between the rate of his/her regular job at the time of the set back and the rate of his/her new regular job.

At the end of this twelve (12) month period the rate of his/her new job would apply.

8:19 (a) The Company will give the Union and affected employees a minimum of one hundred and eighty (180) days notice of the elimination of a job, position, or classification.

8:19 (a) (i) The affected employee(s) given the one hundred and eighty (180) days notice under this Section shall:

Within one hundred and fifty (150) days of receipt of such notice inform the Company in writing of his decision in respect of the options he has available to him under Article 8:17 (b),
or, if applicable,

Within one hundred and fifty (150) days of receipt of such notice inform the Company in writing of his intention to move down the line of progression provided the employee has the necessary qualifications and ability to perform the work.

8:19 (a) (ii) If a frozen or grandfathered employee is affected by this Section (ie forced to move to a different job in the line), then this employee shall be granted the same two (2) options in this Section (i) which must be exercised within the original one hundred and eighty (180) day notice period.

8:19 (a) (iii) Any employee permanently displaced from the line of progression after this process is complete will be subject to the conditions of 8:17 (b).

8:19 (a) (iv) Any affected employee under this Section shall meet with the Union and the Company to discuss the employee's options.

8:19 (b) The Company will give the Union and affected employee(s) thirty (30) days notice of a permanent reduction in the work force.

8:19 (b) (i) The affected employee(s) given the thirty (30) days notice under this Section shall:

Within twenty-five (25) days of receipt of such notice inform the Company in writing of his decision in respect of the options he has available to him under Article 8:17 (b),
or, if applicable,

Within twenty-five (25) days of receipt of such notice inform the Company in writing of his intention to move down the line of progression provided the employee has the necessary qualifications and ability to perform the work.

8:19 (b) (ii) It is understood and agreed that the Company will not require the affected employee(s) to leave the position prior to the expiration of the thirty (30) day notice period.

8:19 (b) (iii) If a frozen or grandfathered employee is affected by this Section (ie forced to move to a different job in the line), then this employee shall be granted the same two (2) options in this Section (i) which must be exercised within the original thirty (30) day notice period.

8:19 (b) (iv) Any employee permanently displaced from the line of progression after this process is complete will be subject to the conditions of 8:17 (b).

8:19 (b) (v) Any affected employee under this Section shall meet with the Union and the Company to discuss the employee's options.

8:19 (c) When notification is given as in Section 8:19(a) the Company and the Union will meet within thirty (30) days to review and discuss the Union's recommendations on such matters as are made necessary by the elimination of a job, position, or classification.

8:20 (a) When an employee has an established physical handicap or infirmity to the point where he/she can no longer perform their regular duties, then the Employee, Company and Union will consult and see whether or not there is a job classification that the employee can perform on a full-time, regular basis. If the Parties mutually agree that such job(s) exist, then the Company and the Union reserve the right to bypass the job bidding and posting procedure the next time such a job becomes vacant on a permanent basis, and can agree to place the handicapped or infirmed employee on the job without regard to seniority. The Company and the Union agree that there may be instances where the terms and conditions of the Labour Agreement may have to be altered to ensure the employee seeking accommodation is reasonably accommodated.

8:20 (b) (i) It is further understood that if the employee with the disability/infirmity, the Company, and the Union mutually agree; then the employee may be moved down his/her line of progression to perform a job that he/she is capable of performing provided he/she does not displace an employee grandfathered or frozen. If the infirmed/disabled employee does move down the line, then he or she must freeze in the new position.

8:20 (b) (ii) Should a job evaluation cause a job classification in a line of progression to change (in this instance only), the disabled/infirmed employee who has previously moved down his/her line of progression, will remain in that job classification as a frozen employee.

8:20 (b) (iii) An employee returning to work from LTD; shall be able to apply their seniority in the following order:

1. To his/her previous position
2. To other positions he/she has held in their respective line of progression
3. To the posted jobs listed in section 8:11(h)

Provided the worker has the ability to perform the work required.

8:20 (c) The infirmed/disabled employee in (a) or (b) above will accumulate job seniority and department seniority (if applicable) and will receive the rate of pay for the new position, from the date the employee is physically transferred to the new position.

## SECTION 9 - HOURS OF WORK

9:01 For all Pulpmill employees coming under the terms of this Labour Agreement, the work week shall commence on Sunday at 6:00 a.m. and end the following Sunday at 6:00 a.m. or on the shift nearest that hour. For Hinton Wood Products employees coming under the terms of this Labour Agreement, the work week shall commence on Sunday at 5:00 a.m. and end the following Sunday at 5:00 a.m. or on the shift nearest that hour.

The work day for Pulpmill employees shall commence at 6:00 a.m. and end at 6:00 a.m. twenty-four (24) hours later. The work day for Hinton Wood Products employees shall commence at 5:00 a.m. and end at 5:00 a.m. twenty-four (24) hours later.

9:01 (a) All employees coming under the terms and conditions of this Labour Agreement will be defined as either "Day Workers" or "Tour Workers" as follows:

DAY WORKERS are defined as employees who are normally engaged in work on a straight day shift basis, excluding all employees working twelve (12) hour shifts.

TOUR WORKERS are defined as employees who are normally engaged in work on a rotating shift basis (days to nights or variations thereof) and/or work a twelve (12) hour shift configuration.

## ARTICLE I - PULPMILL

9:02 The normal hours of work for three (3) shift workers will be as listed or as mutually agreed between the parties:

$$
\begin{aligned}
& \text { 6:00 a.m. - 2:00 p.m. } \\
& \text { 2:00 p.m. - 10:00 p.m. } \\
& \text { 10:00 p.m. - 6:00 a.m. }
\end{aligned}
$$

or as otherwise mutually agreed upon between the parties
The normal hours of work for tour workers will be:
6:00 a.m. - 6:00 p.m.
6:00 p.m. - 6:00 a.m.
or as otherwise mutually agreed upon between the parties
The normal hours of work for day workers will be:
8:00 a.m. - 12:00 noon
12:30 p.m. - 4:30 p.m.
or as otherwise mutually agreed upon between the parties Scheduled days off for day workers will be Saturday and Sunday except when re-scheduled for weekend coverage or when re-scheduled for tour duty.

$$
\begin{gathered}
\text { Memo - Re: } 12 \text { Hr. CWW (p. 153) } \\
\text { Memo - Re: Compressed Work Week - } \\
\text { Pulpmill (10 Hour Shift) (p. 161) }
\end{gathered}
$$

## ARTICLE II - HINTON WOOD PRODUCTS

See Section 27 for Hinton Wood Products Compressed Work Schedule Parameters. Page 105

9:03 The normal hours of work for the majority of the Sawmill workers will be as follows, except as mutually agreed upon between the Parties.

## Production

8:00 a.m. - 6:30 p.m. - $1 / 2$ hour lunch, unpaid.
6:30 p.m. - 5:00 a.m. - $1 / 2$ hour lunch, unpaid.

## Production Maintenance

12:00 a.m. - 8:00 a.m.
5:00 a.m. - 1:00 p.m.
4:00 p.m. - 12 midnight

## Daily Maintenance

5:00 a.m. - 5:00 p.m.

## Special Maintenance 5:00 p.m. - 5:00 a.m.

Sawmill production schedules will be founded on the principles of six (6) days/week production, three (3) crews and ten (10) hour shifts providing one hundred and twenty (120) hours of production per week with Sundays as a regular day off.

## ARTICLE III - OFFICE WORKERS

9:04 The normal hours of work for Office and Clerical employees will be:

$$
\begin{aligned}
& \text { 8:00 a.m. - 12:00 noon } \\
& \text { 1:00 p.m. - 4:30 p.m. }
\end{aligned}
$$

The normal hours of work for the General Office Clerk may be different from those specified above, when performing the duties of the Switchboard Operator.

The normal work week will be five (5) days, Monday to Friday, with Saturday and Sunday as scheduled days off.

## ARTICLE IV - GENERAL PROVISIONS FOR HOURS OF WORK

9:05 There shall be no limitation on hours of work for any employee of any class when engaged in emergency work involving major breakdown and/or protection of life and/or property. All Supervisors will endeavor to keep all hours in these situations down to a maximum of sixteen (16) hours in any twenty-four (24) hour period.

9:06 All employees assigned to jobs that are considered tour or shift jobs will rotate shifts.

9:07 It is agreed that the scheduled days off will be taken consecutively.

9:08 (a) Non-Maintenance employees will have the option upon request, of taking up to two (2) of their off days during shutdown week with the understanding that the Company retains the right to schedule the two (2) days off. This option must be exercised within thirty (30) calendar days once the shutdown notice has been posted.

9:08 (b) The Company and the Union agree that if the Company does not require all non-maintenance employees, who are on their scheduled days off, to work during a maintenance shutdown, wherein all production ceases, then it will post a notice advising employees how many workers will be required to work.

9:08 (c) It is understood and agreed that the Company may utilize general labour and trades "gate hires" for pulp mill maintenance shutdowns.

9:09 (a) When re-scheduling any of its employees the Company will give not less than twenty-four (24) hours notice in writing, of the change in schedule except in the case of urgent work to be done to machinery or plant, or in the case of unforeseeable or unpreventable circumstances.

9:09 (b) If the Company reschedules any of its employees with less than twenty-four (24) hours notice in
writing, the employee will receive time and one-half ( $11 / 2$ ) for all hours worked on the rescheduled shift as it applies to the first (1st) rescheduled shift only.

9:10 Each employee shall be in his/her place ready to commence work at his/her designated starting time. Tour Workers will not leave their job until relieved, under normal operating conditions or until such time as a suitable replacement is found to relieve them. Tour Workers will not leave their job prior to the shutdown time at the commencement of a Statutory Holiday as set out in this Agreement.

9:11 (a) Should a Tour Worker be unable to report for work at the beginning of his/her shift, he/she shall notify the Supervisor on shift personally at least four (4) hours before the start of his/her shift when possible.

9:11 (b) Should a Day Worker be unable to report at the beginning of his/her work day he/she shall notify his/her Supervisor as early as possible, preferably the day before.

9:11 (c) Should an employee fail to appear for his/her regular shift the Supervisor on shift will make every effort to secure a replacement for the employee who would be required to stay for the absent employee.

9:12 If an employee has been absent from work a day or more, he/she shall give twenty-four (24) hours advance notice if possible to his/her Supervisor, of his/her intention to return, or at least sufficient advance notice to enable the Supervisor to make the necessary shift coverage changes. If the employee fails to give his/her Supervisor sufficient advance notice to enable him/her to adjust shifts back to the original schedule, the Supervisor may send the returning employee home. On the day of return to work, employees will personally report to their immediate Supervisor. Employees may be requested to justify reason for absence but mill-wide use of return to work slips will not be continued. However, if circumstances warrant, the procedure may be reintroduced, after advising the Union committee of same.

9:13 (a) Each employee working a shift schedule which
does not have a break between shifts (ie back-to-back shifts) shall be in their place ready to commence work at their designated starting times. Under normal operating conditions, no employee on this "back-to-back" schedule will leave their job until relieved or until such time as a suitable replacement is found. Premium rate for overtime shall not be paid for work performed beyond regular daily hours of work when a "back-to-back" shift worker is required to replace an employee for tardiness up to one (1) hour in any one (1) day.

9:13 (b) "Back-to-back" shift workers will not leave their job prior to the end of the last shift of the work week, nor will they leave their job prior to the shutdown at the commencement of a Statutory Holiday as set out in this Agreement.

9:14 Pulpmill tour workers will relieve within (one half) $1 / 2$ hour of the appointed time.

## SECTION 10 - OVERTIME

10:01 (a) Overtime shall not subject any employee to loss of time in order to keep within the established number of hours in any work week. This should not be considered as a guaranteed number of hours per week.

## 10:01 (b) Overtime - Maintenance Day Workers - 10 Hour Shift Compressed Work Week Schedule.

Overtime shall not subject any maintenance day worker, who normally works the ten (10) hour compressed work week schedule, to loss of time in order to keep within the established number of straight time hours in any work week.

Example: A maintenance day worker, who normally works the ten (10) hour shift compressed work week schedule, required to work from 7:00 p.m. Wednesday to 7:00 a.m. Thursday and works only one (1) shift outside his/her normal hours of work will receive ten (10) hours straight time in order to facilitate a forty (40) hour work week. The same application would apply to a maintenance day worker, who works on the ten (10) hour shift compressed work week schedule and works more
than one (1) shift outside his/her normal hours of work provided that he/she is not entitled to rest period penalties. This should not be construed as a guaranteed number of hours per week.
It is clearly understood and agreed that the ten (10) hour rest period, referred to above, has been negotiated exclusively for those maintenance employees who follow the compressed ten (10) hour shift schedule.

It is also clearly understood and agreed that all rest period time will be considered as time worked for the purpose of calculating weekly overtime, except that rest period payment will be paid at straight time only.

10:02 Overtime at the rate of one and one-half ( $11 / 2$ ) times the regular straight time hourly rate shall be paid to employees coming under the terms of this Agreement on the following basis:

10:02 (a) For all work performed in excess of their regular designated shift within a twenty-four (24) hour period beginning at the start of his/her designated shift.

10:02 (b) An employee who starts work on his/her designated shift and is then sent home and is told to report back later in the same twenty-four (24) hour period, shall receive time and one-half ( $11 / 2$ ) for all hours worked outside of his/her regular scheduled hours of work unless he/she was given notice of this re-scheduling during his/her previous scheduled work shift.

10:02 (c) For all work performed in excess of forty (40) hours in any one (1) work week.

10:02 (c-1) Holidays or Floating Holidays falling on an employee's scheduled work day shall be considered as time worked for the purpose of computing overtime in that work week.

10:02 (d) For all time worked between the hours of 6:00 a.m. Sunday to 6:00 a.m. Monday (for the Pulpmill) and for all time worked between the hours of 5:00 a.m. Sunday to 5:00 a.m. Monday (for Hinton Wood Products) and for all time worked when an employee has been required to work on his/her scheduled day off. All actual
hours worked between 6:00 a.m. Sunday and 6:00 a.m. Monday, (for the Pulpmill) and actual hours worked between 5:00 a.m. Sunday and 5:00 a.m. Monday (for Hinton Wood Products) shall be used to calculate the forty (40) hour work week.

10:02 (d-1) Any employee transferred temporarily from tour work to day work, or from day work to tour work, will retain the conditions of his/her regular shift unless the period is for one (1) tour or one (1) week or more.

10:02 (d-2) Relief, including operations, may be provided by employees from other shifts, without overtime where forty-eight (48) hours written notice is given when the new day or days are to precede the original designated day or days off or forty (40) hours written notice is given when the new day or days are to follow the original designated day or days off. This does not apply to a permanent reassignment from day work to shift work or tour work or from shift or tour work to day work.

10:02 (e) For all time worked by a regular day worker during his/her scheduled lunch period.

10:02 (f) Overtime shall apply to the shift differential.
10:02 (g) Overtime shall be paid on a daily or weekly basis, whichever is greater, but shall not be paid on both. Furthermore, overtime shall not be pyramided, nor shall more than one basis for calculating overtime be used to cover the same hours. Except when a tour worker is on his/her six (6) day work schedule and during this six (6) day work schedule Management requires a short change. In this particular situation those hours worked up to a maximum of eight (8) hours on a short change will also be counted towards the computation of forty (40) hours for overtime purposes.

10:02 (h) The conditions as outlined in (d-1) above, do not apply under the following conditions:
i. Permanent transfers.
ii. Promotions.

Interpretation of (i) Permanent Transfers - to mean to a higher rated job or to another department and not to
mean to next senior position in that same job classification.

It is agreed that a permanent transfer or a promotion as stated above will not result in loss of income in that pay period of the transfer or the promotion.

10:02 (i) Where a permanent move is to the next senior position in that same job classification and a change of shift is involved then the conditions of (d) will apply.

10:02 (j) Double shifts to be avoided when transfer or promotion is involved.

10:03 Tour workers shall not be paid premium rate for overtime for work performed beyond regular daily hours of work when a tour worker is required to replace an employee for tardiness up to one (1) hour in any one (1) day.

10:04 It is understood and agreed that overtime provisions for Office and Clerical shall be:

Overtime shall not commence until an employee has completed seven and one-half ( $71 / 2$ ) hours of work excluding lunch period per day, or thirty-seven and onehalf ( $371 / 2$ ) straight time hours per week excluding lunch periods, but the employee shall be paid on the daily hours wherever possible.

## BANKING OF OVERTIME

10:05 Workers who receive the continuous operation premium and who work in excess of eight (8) consecutive hours shall have the option of receiving the overtime premium on the basis of this Section, or of receiving straight time hours in excess of eight (8) consecutive hours and taking equivalent time off in units of not less than four (4) hours at the hourly rate for the job when the work was performed, at a time suitable to the employee and the Company during the contract year. Any overtime remaining at the end of the contract year in which it is banked may be carried over to the next contract year for purposes of taking equivalent time off. If equivalent time off is not taken by the end of the contract year following the contract year in which it is earned, the Company shall
pay the deferred one-half ( $1 / 2$ ) premium pay. Workers who receive the continuous operation premium who choose to bank overtime may later re-elect to receive the deferred one-half ( $1 / 2$ ) premium pay.

10:05 (a) Employees who normally work a twelve (12) hour shift and who work in excess of eight (8) consecutive hours on a scheduled day off shall have the option of receiving the overtime premium or of receiving straight time for hours in excess of eight (8) and taking equivalent time off.

10:06 All other hourly paid workers who work in excess of ten (10) hours in a day shall have the option of receiving the overtime premium on the basis of this Section, or of receiving straight time for hours in excess of ten (10) hours in a day and taking equivalent time off in units of not less than four (4) hours at the hourly rate for the job when the work was performed, at a time suitable to the employee and the Company during the contract year. Any overtime remaining at the end of the contract year in which it is banked may be carried over to the next contract year for the purposes of taking equivalent time off. If equivalent time off is not taken by the end of the contract year following the contract year in which it is earned, the Company shall pay the deferred one-half ( $1 / 2$ ) premium pay. All of the above hourly paid workers who choose to bank overtime may later re-elect to receive the deferred one-half ( $1 / 2$ ) premium.

10:07 When the banked time off is requested in writing seven (7) days in advance, employees shall receive written notice a minimum of three (3) days, Saturdays, Sundays and Statutory Holidays excluded, prior to the requested time off. The payment of overtime shall not be a factor in canceling approved time off.

## REST PERIOD

10:08 When an employee works for sixteen (16) hours, lunch period included within a twenty-four (24) hour period, and if scheduled to work the next day or shift if within the above twenty-four (24) hour period, he/she will be given a rest period of eight (8) hours.

10:08 (a) He/she will not be required to report for work until the end of the eight (8) hour rest period. He/she will be paid straight time for any time lost as a result of the rest period.

10:08 (b) A day Worker called in and works between the hours of 12:00 midnight and three (3) hours before his/her normal starting time, will be compensated for all hours worked at equal time off taken at the employee's option at the beginning or prior to the end of his/her next shift if it falls within the same twenty-four (24) hour period. They will be paid straight time for the time lost as a result of taking equal time off.

10:08 (c) It is also clearly understood and agreed that all rest period time will be considered as time worked for the purposes of calculating weekly overtime, except that rest period payment will be paid at straight time only.

## OVERTIME DISTRIBUTION

10:09 Where practical, overtime will be distributed equitably and fairly among the employees who normally perform the work in their respective department, group or classification based on the following sign-up system.

For the purposes of this Section "where practical" is to be applied in situations where the Company has reason to believe that the safety of employees/equipment would be jeopardized, or the operation of the Plant would be jeopardized, or the protection of the environment would be jeopardized, or when the overtime involves keeping employees over their regular quitting time to complete a job in progress, or if there are no names on the Sign-up list, or if the supervisory time required to contact employees exceeds one half hour.

## 10:09 (a) SIGN-UP SYSTEM

## Pulpmill

(1) Sign-up lists will be posted in the departmental supervisors' offices or in other locations agreed between the Parties.
(2) Full-time employees who are interested in working overtime in their departments on their scheduled
time off will sign the list specifying dates they are available to work.
(3) If there is a need for overtime work in a particular department then the work will be assigned, where practical, using the overtime roster rules, in the following order of priority in the Pulpmill:
(a) Departmental employees who are off shift and have signed the overtime list.
(b) Casual labour.

## Hinton Wood Products

(1) Sign-up lists will be posted in the departmental supervisors' offices or in other locations agreed between the Parties.
(2) Full-time employees who are interested in working overtime in their departments on their scheduled time off will sign the list specifying dates they are available to work.
(3) Spareboard employees who are interested in working overtime on their scheduled time off will sign the list specifying dates they are available.
(4) If there is a need for overtime work in a particular department then the work will be assigned, where practical, using the Overtime Roster rules, in the following order of priority in Hinton Wood Products:
(a) Departmental employees who are off shift and who have signed the overtime list.
(b) Spareboard employees who are off shift and who have signed the overtime list.

## GENERAL SIGN-UP RULES

(1) Employees will be required to sign the list on their own. It is not acceptable to "call-in" to have their name signed on the list.
(2) Employees who sign the overtime list will be expected to come into work when called should circumstances prevent the employee from coming in when called; the employee will not be charged for refusing the call in. If there is no contact, the employee will not be charged no contact hours.

Where possible, the Company will attempt to arrange for "Planned Clean-up and Casual Labour" one (1) week in advance.
a) Each trade will be considered a separate department regardless of where the employees in the trade are employed on the plant site. It is clearly understood and agreed that there will be separate Overtime Roster Systems at Hinton Wood Products and the Pulpmill.
b) For Hinton Wood Products only; offered/no contact of overtime when requested by the Company shall count as time worked for the purposes of the Overtime Roster.

10:10 The Company will provide a roster of overtime showing the employee's name, year-to-date overtime hours. The roster will be updated and posted each pay period.

10:11 Recognizing that the Company has the right to require overtime, this is to give the Local assurance that the right will not be exercised unreasonably or unfairly. It will be used only when all reasonable efforts to have the required work done on a voluntary basis have failed.

## SECTION 11 -SHIFT DIFFERENTIAL

## 11:01 (a) Tour Workers

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

Effective June 1, 2000
(\% of base rate)

| 6:00 a.m. to 6:00 p.m. | $2.50 \%$ |
| :--- | :--- |
| 6:00 p.m. to 6:00 a.m. | $4.25 \%$ |

Note: If a day tradesman is re-scheduled to cover an absent shift tradesman, then they will be paid shift differential in accordance with this Section 11:01 (a) (i).
(ii) Where tour work is scheduled 6:00 a.m. - 2:00 p.m., 2:00 p.m. - 10:00 p.m., and 10:00 p.m. 6:00 a.m., the following shift differentials will be paid in addition to the hourly rate on all work performed:

Effective June 1, 2000 (\% of base rate)

| 6:00 a.m. to 2:00 p.m. | $2.00 \%$ |
| :--- | :--- |
| 2:00 p.m. to 10:00 p.m. | $3.55 \%$ |
| 10:00 p.m. to 6:00 a.m. | $4.50 \%$ |

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

Effective June 1, 2000
(\% of base rate)

| 2:00 p.m. to 10:00 p.m. | $2.25 \%$ |
| :--- | :--- |
| 10:00 p.m. to 6:00 a.m. | $3.25 \%$ |

## 11:01 (b) Day Workers

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

Effective June 1, 2000 (\% of base rate)

| 3:00 p.m. to 11:00 p.m. | $2.25 \%$ |
| :--- | :--- |
| 11:00 p.m. to 7:00 a.m. | $3.25 \%$ |

Note: Day Workers normally scheduled in excess of eight (8) hours in a day will receive the appropriate shift differential for all hours in excess of eight (8) hours as outlined above. Day Workers covered under the Memorandum of Agreement re: Compressed Work Week - Pulpmill 10 Hour Shift Conditions who are normally scheduled in excess of ten (10) hours in a day will receive the appropriate shift differentials for all hours in excess of the (10) hours as outlined above.

11:01 (c) Base rate, for the purpose of shift differential calculation only, will be as follows:

$$
\begin{aligned}
& \text { June 1, 2012 }=27.530 \\
& \text { June 1, 2013 }=27.530 \\
& \text { June 1, 2014 }=28.080 \\
& \text { June 1, 2015 }=28.780 \\
& \text { June 1, 2016 }=29.645
\end{aligned}
$$

11:02 It is agreed that shift premiums do not apply to:
(a) Vacation pay.
(b) Recognized Holiday pay.
(c) Sick Leave pay.
(d) Bereavement pay.
(e) Day Workers whose hours extend beyond their normal quitting time.
(f) Day Workers who work any part of their normal day work schedule and are then sent home to report later in that working day.

## SECTION 12 - REPORT TIME

12:01 When an employee reports for work and no work is available, he/she shall receive two (2) hours pay at his/her straight time rate. An employee reporting for work on his/her regularly scheduled shift and who is put to work shall receive not less than four (4) hours pay at his/her straight time rate. If an employee is ordered to report for work on his/her day off and no work is provided, he/she shall receive four (4) hours pay at his/her regular straight time rate for so reporting. In the event there will be no work available, the Company will make a reasonable effort to notify an employee or employees at least four (4) hours in advance of reporting time.

12:02 In the case of a major breakdown of production equipment, power failure, or Acts of God, beyond the control of the Company the employee shall receive two (2) hours pay at his/her regular rate, unless he/she has been notified not to report for work, in which case no pay will be forthcoming.

12:03 In the event of a reduction of the work force as defined in Section 12:02 in any department, the application of Department Seniority shall be postponed for forty-eight (48) hours. If the reduction of the work force exceeds seven (7) consecutive days, Mill Seniority shall prevail.

The seven (7) consecutive days will be calculated by starting count with the beginning of the day shift next following the shift where the incident giving rise to the outage occurred. Overtime arising due to crew rescheduling will not be paid as per the normal overtime provisions.

## SECTION 13 - CALL TIME

13:01 An employee called to work on an emergency job after having checked out and prior to one (1) hour before his/her normal starting time, shall be paid time and onehalf ( $11 / 2$ ) for all hours worked on the emergency job, or four (4) hours straight time pay, whichever is the greater; and shall be paid time and one-half ( $11 / 2$ ) or two (2) hours straight time at his/her regular rate for each additional unrelated job assigned.

This shall be limited to three (3) additional call time payments.

13:02 Should this emergency call-in work extend into his/her next regular work period, he/she will receive time and one-half ( $11 / 2$ ) until the completion of the emergency job or until he/she is assigned to other non-emergency work and if directed to work the balance of his/her regular shift, such hours so worked shall be paid at his/her straight time regular rate.

13:03 An employee who is called out on an emergency job on a Sunday between the hours of 6:00 a.m. Sunday and 6:00 a.m. Monday (for the Pulpmill) and 5:00 a.m. Sunday to 5:00 a.m. Monday (for Hinton Wood Products), or on a Plant Statutory Holiday will be paid six (6) hours at straight time or time and one-half ( $11 / 2$ ), whichever is greater, and receive two (2) hours at straight time or time and one-half ( $11 / 2$ ) for each unrelated job assigned.

This shall be limited to three (3) additional call time payments.

## SECTION 14 - PULP MACHINE WIRE CLAUSE ALLOWANCE FOR TOUR WORKERS

14:01 Tour Workers called to put on pulp machine wire at a time other than their regular tour, and who are dismissed before their tour is scheduled to begin, shall be paid for the time worked plus three (3) hours, but not less than a total of six (6) hours pay on any one (1) wire.

14:02 If Tour Workers are called to put on a pulp machine wire before their shift is scheduled to begin and work throughout into their regular shift, they shall be paid for the time worked plus three (3) hours pay on any one (1) wire. If Tour Workers are asked to remain after their shift is scheduled to end, to put on a pulp machine wire, they shall be paid for the time worked plus three (3) hours on any one (1) wire.

$$
\text { Memo - Re: } 12 \text { Hr. CWW (p. 153) }
$$

## SECTION 15 - STATUTORY HOLIDAYS - PULPMILL \& SAWMILL

15:01 (i) The Company recognizes the following days as Statutory Holidays:
(a) New Year's Day
(b) Family Day
(c) Dominion Day
(d) Labour Day
(e) Christmas Eve
(f) Christmas Day
(g) Boxing Day

15:01 (ii) On all Statutory Holidays the Pulpmill and Hinton Wood Products may maintain normal operations at minimum staffing levels. It is not the normal intent to operate Hinton Wood Products on Statutory Holidays, however the Company reserves the right to do so.

15:01 (iii) If the Company intends to shut down the Pulpmill on any Statutory Holiday(s) the Company will notify the Local Union a minimum of sixty (60) days in advance of the Holiday(s). If the Company intends to operate Hinton Wood Products on any Statutory Holiday(s) the Company will notify the Local Union a minimum of sixty (60) days in advance of the Holiday(s).

15:01 (iv) The New Year's Statutory Holiday will be recognized from 6:00 p.m. December 31 to 6:00 p.m. January 1.

15:02 It is agreed that twelve (12) hours straight time at an employee's regular hourly rate of pay, excluding any premiums, shall be paid for each of the recognized Statutory Holidays as per Section 15:01.

15:03 The Office and Clerical employees shall receive Statutory Holiday pay equal to seven and one-half ( $71 / 2$ ) hours straight time pay for each of the recognized Statutory Holidays listed in Section 15:07. All other employees shall receive Statutory Holiday pay equal to twelve (12) hours straight time pay for the recognized Statutory Holidays listed in Section 15:01. The Statutory Holiday pay is received provided that each such employee has worked for the Company for a total of thirty (30) days during the twelve (12) months immediately preceding the Statutory Holiday and has not absented himself/herself from his/her work without Company approval on either his/her last regular working day preceding or his/her first regular working day following the Statutory Holiday. It is understood that such qualifications apply only to paid Statutory Holidays and does not qualify nor change the length of service required to qualify for paid Floating Holidays as mentioned.

15:04 An employee required to work a second unrelated shift during a Statutory Holiday shutdown period (as defined in Section 15:12 Statutory Holiday Conditions) will receive time and one-half ( $11 / 2$ ) his/her standard rate for the hours worked and will receive one (1) day off without pay if he/she so requests, at a time mutually agreeable with his/her Supervisor, but within one (1) year of the Statutory Holiday.

15:05 (a) If the Company decides to shut down the operation(s) for any Statutory Holiday as outlined in Section 15:01 then it is agreed that not more than ten (10) in number of the Operational crew and such limited numbers of Maintenance persons as required to repair a broken piece or pieces of equipment that would prevent startup at the regular starting time following the Holiday, or who are required to service equipment required for the startup, may be called in not earlier than three (3) hours prior to the regular startup hour following a Holiday shutdown.

15:05 (b) If the Company decides to shut down the operation(s) for any Statutory Holiday as outlined in Section 15:01, then on that (or those) Statutory Holiday(s) only essential personnel will work. Essential personnel are defined as: One (1) Turbine Operator; One (1) Feedwater Operator; One (1) Water Treatment Plant Operator; One (1) \#3 Power Boiler Operator; One (1) Head Operator - Fibreline; One (1) Shift Electrician, and three (3) people from the Emergency Response Team (ERT) on fire watch per shift; (first right of refusal for the fire watch will be given to the Fibre \& Site Services members of the ERT crew); in addition on the winter Statutory Holidays: One (1) Evaporator Field Operator and One (1) Frost Fighter. It is understood and agreed that the Frost Fighter Person(s) may work eight (8) hour shifts. It is understood that a warming fire will be maintained in the Lime Kiln.

The Evaporator Field Operator would start and stop equipment on the \#1 Console that specifically applies to the evaporators only. He/she would do this when he/she is in on a down winter Statutory Holiday only. He/she will not operate the Console at any other time.

The Fibreline Head Operator would come in on a down Statutory Holiday in the Fibreline for the specific purpose of monitoring tank levels and digester pressure. The only work he/she would do is strictly for the protection of the environment and property.

It is understood and agreed that the essential personnel so designated (except for Frost Fighter Person(s) and fire watch) will perform only work specific to their requirements.

It is understood that circumstances which would prevent normal startup would be outside of this provision. (Example: major maintenance repairs, recovery boiler water wash). The number of personnel required would be on a voluntary basis.

If Frost Fighter Person(s) work twelve (12) hours on a Statutory Holiday, he/she will receive twelve (12) hours off with pay, within one (1) year following the Statutory Holiday worked.

15:06 A Statutory Holiday that falls on a Saturday and/or a Sunday will be observed on the preceding Friday, and/or Monday and applicable only to Maintenance Day Workers; Laboratory Technical Day Workers; Day Stores Personnel; Chemical Unloader; Pulpmill Janitor; and on the following schedule. Statutory Holiday pay will be paid for the day on which the Statutory Holiday actually falls (a Saturday and/or a Sunday) but on each of the immediate preceding Friday and the immediately following Monday; approximately fifty percent (50\%) of the above listed crews will be granted that day off without pay.

Christmas Eve, Christmas Day and Boxing Day falling on a Saturday and/or a Sunday, the following schedule of days off will apply:

15:06 (a) Christmas Eve falling on Sunday, fifty percent (50\%) on the preceding Friday and fifty percent ( $50 \%$ ) on the following Wednesday.

15:06 (b) Christmas Eve falling on Saturday and Christmas Day falling on Sunday, fifty percent (50\%) on the preceding Thursday and Friday and fifty percent (50\%) on the following Tuesday and Wednesday.

15:06 (c) Christmas Day falling on Saturday and Boxing Day falling on Sunday, fifty percent (50\%) on the preceding Wednesday and Thursday and fifty percent
(50\%) on the following Monday and Tuesday.
15:06 (d) Boxing Day falling on Saturday, fifty percent (50\%) on the preceding Wednesday and fifty percent (50\%) on the following Monday.

> Memo - Re: Compressed Work Week Pulpmill 10 Hour Shift (p. 161)

## STATUTORY HOLIDAYS - OFFICE \& CLERICAL GROUP

15:07 The Company recognizes the following days as paid Statutory Holidays during the term of this Agreement:
(a) New Year's Day
(b) Family Day
(c) Good Friday
(d) Victoria Day
(e) Dominion Day
(f) Civic Holiday (1st Monday in August)
(g) Labour Day
(h) Thanksgiving Day
(i) Remembrance Day
(j) Christmas Day
(k) Boxing Day

15:08 It is agreed that seven and one-half ( $71 / 2$ ) hours straight time at an employee's regular hourly rate of pay shall be paid for each of the recognized Statutory Holidays as per Section 15:07.

15:09 Rate of pay for a Statutory Holiday shall be the rate of pay the employee was classified at on the last actual day worked before the Holiday was taken.

15:10 Where a Statutory Holiday falls on a Saturday the previous Friday will be taken. Where a Statutory Holiday falls on a Sunday the following Monday will be taken. When Christmas and Boxing Day fall on Saturday and Sunday, then Friday and Monday will be taken. The exception to the rule would be where Provincial Legislation designates other days than mentioned above.

## STATUTORY HOLIDAY CONDITIONS

15:11 Employees required to work and who have agreed to work on any of the paid Holidays and who fail to report for work shall forfeit all Holiday Pay for the day, non-industrial sickness or non-industrial accident excepted. But such claim of non-industrial sickness or non-industrial accident must be supported by a Doctor's certificate or payment for the Holiday will not be effected. An employee coming under the terms of this Agreement who is off work due to a compensable accident or a nonindustrial accident or illness will be paid for Statutory Holidays that come up while he/she is off work for the balance of that calendar year and will be paid to him/her on his/her return to work following these absences.

15:12 An employee working for three (3) continuous hours or more during a Statutory Holiday as listed, will receive time and one-half ( $11 / 2$ ) his/her standard rate for the hours worked plus the Holiday pay; and in addition will receive one (1) day off with pay within one (1) year following the Statutory Holiday worked. Such day off with pay to be taken as approved by the Supervisor, but all efforts will be made to comply with the employee's request. Overtime will not be a factor in approving such day off, providing seven (7) days notice is given prior to the date requested.

15:13 An employee who works less than three (3) continuous hours during a Statutory Holiday period will receive time and one-half ( $11 / 2$ ) his/her standard rate for the hours worked plus the Statutory Holiday pay.

15:14 (a) Should a paid Statutory Holiday period fall within an employee's approved vacation period, the employee shall extend his/her vacation by one (1) extra working day per Statutory Holiday immediately preceding or immediately following his/her annual vacation.

15:14 (b) The vacation period mentioned above includes the scheduled days off prior to those days an employee would have normally worked, as well as the days an employee would have normally worked.

## SECTION 16 - FLOATING HOLIDAYS - PULPMILL \& SAWMILL

16:01 (a) It is agreed that all employees coming under the terms of this Agreement shall be entitled to six (6) floating holidays. Each floating holiday will be equal to the employee's normal hours worked, with straight time pay. Summer Students will receive floating holidays as listed in Section 2:03 of the Agreement.

16:01 (b) All floating holidays to be taken as approved by the Supervisor, but all efforts will be made to comply with the employee's request. Overtime will not be a factor in approving floating holidays, providing four (4) days notice is given prior to the date requested. For this purpose, Supervisor is defined as:

Maintenance Department - Applicable Supervisor<br>Operations Department - Tour Supervisor<br>Power \& Recovery Department - Shift Engineer<br>Stores Department - Stores Superintendent<br>Technical Department - Technical Supervisor<br>Warehouse - Transportation Supervisor<br>Fibre \& Site Services Dep - Fibre \& Site Services Sup Hinton Wood Products - Applicable Supervisor

16:01 (c) A request for such floating holiday must be made prior to October 1st in each calendar year, or such floating holidays that have not been scheduled prior to October 1st of that year shall be scheduled by the Supervisor to be taken between October 1st and December 31st, and such holidays so scheduled by the Supervisor that are not taken by the employee shall be forfeited. New permanent or temporary employees will qualify for floating holidays on the following schedule:

First floater after thirty (30) days of employment.
Second floater after sixty (60) days of employment.
Third floater after ninety (90) days of employment.
Fourth floater after one hundred and twenty (120) days of employment.
Fifth floater after one hundred and fifty (150) days of employment.
Sixth floater after one hundred and eighty (180) days of employment.

16:01 (d) Employees eligible for floating holidays and who are terminating will receive floating holiday pay on termination on the following basis: One (1) floating holiday will be paid for thirty (30) days or more of service in that calendar year; two (2) floating holidays will be paid for sixty (60) days or more of service in that calendar year; three (3) floating holidays will be paid for ninety (90) days or more of service in that calendar year; four (4) floating holidays will be paid for one hundred and twenty (120) days or more of service in that calendar year; five (5) floating holidays will be paid for one hundred and fifty (150) days or more of service in that calendar year; six (6) floating holidays will be paid for one hundred and eighty (180) days or more of service in that calendar year.

## FLOATING HOLIDAYS - OFFICE \& CLERICAL

16:02 It is agreed that all Office and Clerical employees coming under the terms of this Agreement shall be entitled to one (1) floating holiday after thirty (30) days of employment; and a second floating holiday after sixty (60) days of employment. It is agreed that seven and one-half ( $71 / 2$ ) hours straight time at an employee's regular hourly rate of pay shall be paid for the floating holiday.
16:03 All floating holidays to be taken as approved by the Supervisor, but all efforts will be made to comply with the employee's request. Overtime will not be a factor in approving floating holidays, providing four (4) days notice is given prior to the date requested.

## FLOATING HOLIDAY CONDITIONS

16:04 Holidays or floating holidays falling on an employee's scheduled work day shall be considered as time worked for the purpose of computing overtime in that work week. Should a paid holiday fall or floating holiday be taken while an employee has been moved up to a higher rated job, the employee shall receive holiday pay at the rate established for the job to which he/she is assigned, provided the employee worked at the moved up classification the work day immediately preceding the holiday and the work day immediately following the holiday.

16:06 An employee terminating his/her services with the Company and who has already been paid for a floating holiday in that calendar year in excess of those listed will have a payroll deduction made from his/her final pay in the amount of the excess drawn.

## SUPPLEMENTARY VACATION \& SUPPLEMENTARY VACATION DAYS 16:07 (1) Eligibility

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

| After five (5) yrs service | One (1) <br> day/year | 5 days |
| :---: | :---: | :---: |
| After ten (10) yrs service | Two (2) <br> days/year | 10 days |
| After fifteen (15) yrs <br> service | Two (2) <br> days/year | 10 days |
| After twenty (20) yrs <br> service | Three (3) <br> days/year | 15 days |
| After twenty-five (25) yrs <br> service | Three (3) <br> days/year | 15 days |
| After thirty (30) yrs |  |  |
| service |  |  | | Four (4) |
| :---: |
| days/year |$\quad$ 20 days |  |
| :---: |

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

## 16:07 (2) General Provisions

(a) Supplementary Vacation days will be equal to the employee's normal hours worked, with straight time pay. Supplementary Vacation may be taken as a whole week or as a day.
(b) Supplementary Vacation may be taken in conjunction with the regular vacation to which the employee is entitled provided such regular vacation is not scheduled to be taken during the months of June, July, August and September, in which event the Supplementary vacation shall be taken at a time to be agreed upon by the Company and the employee.
(c) Supplementary Vacation must be taken prior to the employee becoming eligible for his/her next earned period of Supplementary Vacation as provided in 1(a) above.
(d) Continuous service for the purpose of this Section is determined by the uninterrupted length of service with the Company.
(e) Supplementary Vacation days to be taken as approved by the Supervisor, but all efforts will be made to comply with the employee's request.

## SECTION 17 - VACATIONS - PULPMILL \& SAWMILL

17:01 All Pulpmill and Hinton Wood Products employees on permanent payroll positions shall be entitled to vacation for the first (1st) year of employment, on a pro-rated basis as follows:

Vacation year May 1st to April 30th.

| May 1 to July 15 | 10 days vacation $(80 \mathrm{hrs})$ |
| :--- | :--- |
| July 16 to August 15 | 9 days vacation $(72 \mathrm{hrs})$ |
| August 16 to September 15 | 8 days vacation $(64 \mathrm{hrs})$ |
| September 16 to October 15 | 7 days vacation $(56 \mathrm{hrs})$ |
| October 16 to November 15 | 6 days vacation $(48 \mathrm{hrs})$ |
| November 16 to December 15 | 5 days vacation $(40 \mathrm{hrs})$ |
| December 16 to January 15 | 4 days vacation $(32 \mathrm{hrs})$ |


| January 16 to February 15 | 3 days vacation (24 hrs) |
| :--- | :--- |
| February 16 to March 15 | 2 days vacation $(16 \mathrm{hrs})$ |
| March 16 to April 15 | 1 day vacation ( 8 hrs ) |

This pro-rated vacation shall be taken after May 1st, following the date of employment and taken as the maximum due for that period. The following year the employee will be entitled to ten (10) days vacation after May 1st.

All Pulpmill and Hinton Wood Products employees on permanent payroll CWW - 10 hour shift positions shall be entitled to Vacation for the first $\left(1^{\text {st }}\right)$ year of employment, on a pro-rated basis as follows:

| May 1 to July 15 | 8 days vacation $(80 \mathrm{hrs})$ |
| :--- | :--- |
| July 16 to August 15 | 7 days vacation $(70 \mathrm{hrs})$ |
| August 16 to September 15 | 6 days vacation $(60 \mathrm{hrs})$ |
| September 16 to October 31 | 5 days vacation $(50 \mathrm{hrs})$ |
| November 1 to December 15 | 4 days vacation $(40 \mathrm{hrs})$ |
| December 16 to January 31 | 3 days vacation $(30 \mathrm{hrs})$ |
| February 1 to March 15 | 2 days vacation $(20 \mathrm{hrs})$ |
| March 16 to April 15 | 1 day vacation $(10 \mathrm{hrs})$ |

This pro-rated vacation shall be taken after May 1st, following the date of employment and taken as the maximum due for that period. The following year the employee will be entitled to eight (8) days vacation after May 1st.

17:02 The vacation year shall be from May 1st to April 30th. Vacation pay will be calculated on this basis except that employees with less than one (1) full vacation year of service will be granted one (1) day per month to a maximum of ten (10) days vacation as of May 1st of the year following commencement of employment and then will revert to the vacation year for subsequent calculations.

Vacation pay will be two and one-half percent ( $21 / 2 \%$ ) of gross earnings for the first (1st) week of vacation, or the hours the employee is normally paid for in an average work week (forty (40) or forty-two (42)) times the employee's regular hourly rate of pay, whichever is greater, on the vacation year basis. Subsequent weeks will be calculated as follows:
$21 / 2 \%$ of gross earnings or $40 \mathrm{hrs}-1 \mathrm{wk}$ vacation.
$4 \frac{1}{2} \%$ of gross earnings or $80 \mathrm{hrs}-2$ wks vacation.
$61 / 2 \%$ of gross earnings or $120 \mathrm{hrs}-3$ wks vacation.
$81 / 2 \%$ of gross earnings or $160 \mathrm{hrs}-4$ wks vacation.
$101 / 2 \%$ of gross earnings or $200 \mathrm{hrs}-5$ wks vacation.
$121 / 2 \%$ of gross earnings or $240 \mathrm{hrs}-6$ wks vacation.
$141 / 2 \%$ of gross earnings or $280 \mathrm{hrs}-7$ wks vacation.
The worker's permanent rate of pay at the end of the pay period closest to April 30th will apply.

17:02 (a) Employees who qualify for vacation beyond that required by the Alberta Employment Standards Act may, at their option, elect to forfeit one (1) week of vacation, and be paid the vacation pay they would have received in lieu of the vacation. Employees must declare their intention for this option, in writing, prior to the start of the vacation year, and will be paid out between May $15^{\text {th }}$ and $31^{\text {st }}$ of the vacation year.

17:03 (a) In the selection of vacation periods for employees, Pulpmill Seniority will govern within each department on each shift, with each mechanical trade being considered a department for the purpose of applying this paragraph. However, the Union agrees to cooperate with the Company in scheduling vacations in such a manner that maximum production schedules may be maintained.

17:03 (b) The Company will grant vacation time during any one period to a minimum of twenty percent $(20 \%)$ of the Tradespersons, excluding posted Maintenance shutdown times.

17:03 (c) For the Pulpmill/Trades; "Other" time off (Floaters, Earned Stats, Stats, Supplemental Vacation Days, Banked Time Off, Deferred Stats) shall be granted
at ten percent (10\%) off per trade and shall be in addition to the twenty percent ( $20 \%$ ) Vacation time off rule. This is in lieu of the Company's obligation to cover Floaters with overtime.

17:03 (d) Floating Holidays may not be applied for until January $1^{\text {st }}$ of each year. Approval for "Other" time off as well as any conflicting requests applied for on the same day shall be handled in the following order:

1) Floating Holidays (by Mill Seniority)
2) Earned Statutory Holidays (by Mill Seniority)
3) Supplementary Vacation days (by Mill Seniority)
4) Banked Time Off (by Mill Seniority)
5) Deferred Statutory Holidays (by Mill Seniority)

17:03 (e) Applications for all "Other" time off shall be handled as received and approved a minimum of 30 days prior to time off requested.

17:03 (f) There shall be no limit for consecutive "other" time off being approved provided the ten percent (10\%) limit in 17:03 (c) has not been exceeded.

17:03 (g) Should there be no "Other" time off booked for any given week by Noon Thursday of the preceding week, then the ten percent (10\%) "Other" time off for that week can be booked as Vacation.

17:04 The Pulp Mill Maintenance Shutdown will be scheduled by January 1 of each year. Employees will not be permitted to take vacation during the Maintenance Shutdown. Changes made to the dates of the Maintenance Shutdown after January 1 will not impact previously scheduled vacations.

## VACATIONS - OFFICE \& CLERICAL GROUP

17:05 The vacation year shall be from May 1st to April 30th and all Office and Clerical employees on permanent payroll positions shall be entitled to vacation for the first (1st) year of employment, on a pro-rated basis as follows:

Employees hired:

| May 1 to July 15 | 10 days vacation |
| :--- | :--- |
| July 16 to August 15 | 9 days vacation |
| August 16 to September 15 | 8 days vacation |
| September 16 to October 15 | 7 days vacation |
| October 16 to November 15 | 6 days vacation |
| November 16 to December 15 | 5 days vacation |
| December 16 to January 15 | 4 days vacation |
| January 16 to February 15 | 3 days vacation |
| February 16 to March 15 | 2 days vacation |
| March 16 to April 15 | 1 day vacation |

This pro-rated vacation shall be taken after May 1st following the date of employment and taken as the maximum vacation allowable for that period.

Vacation pay will be calculated on this basis except that employees with less than one (1) full vacation year of service will be granted one (1) day per month to a maximum of ten (10) days vacation as at May 1st of the year following commencement of employment and then will revert to the vacation year for subsequent calculations.

Vacation pay will be thirty-seven and one-half ( $371 / 2$ ) times the employee's regular hourly rate of pay, times the weeks of eligible vacation due.

An Office and Clerical employee will be allowed to take one (1) week of vacation in one (1) day increments if the employee qualifies for three (3) or more weeks of vacation. Vacation pay for each one (1) day increment will be seven and one-half ( $71 / 2$ ) times the employee's regular hourly rate of pay. The scheduling of such days will be by mutual agreement between the employee and the Company.

## VACATIONS - GENERAL CONDITIONS

17:06 Effective May 1, 1976 the Company will grant an additional amount of vacation pay equivalent to ten (10) hours at the employee's regular rate of pay with regards to the first week of vacation only.

17:07 All mill employees on permanent payroll positions who have accumulated two (2) years of continuous service shall be entitled to three (3) weeks vacation with pay.

17:08 All mill employees on permanent payroll positions who have accumulated seven (7) years of continuous service shall be entitled to four (4) weeks vacation with pay.

17:09 Effective June 1, 1997 all mill employees on permanent payroll positions who have accumulated fourteen (14) years of continuous service shall be entitled to five (5) weeks vacation with pay.

17:10 Effective June 1, 1997 all mill employees on permanent payroll positions who have accumulated twenty-three (23) years of continuous service shall be entitled to six (6) weeks vacation with pay.

17:11 Effective June 1, 1997 all mill employees on permanent payroll positions who have accumulated twenty-nine (29) years of continuous service shall be entitled to seven (7) weeks vacation with pay.

17:12 An employee who is sixty (60) years of age or over and who has fifteen (15) years of continuous employment with the Company will receive one (1) week of supplemental vacation with pay. The supplemental vacation will be taken once only following the employee becoming eligible and at a time approved by the Company.

17:13 (a) Employees who qualify for three (3), four (4), five (5), six (6) or seven (7) weeks vacation credits will be granted the third (3rd), fourth (4th), fifth (5th), sixth (6th) or seventh (7th) week of vacation in the balance of the vacation year following their anniversary date and prior to the end of that vacation year, in the first instance only.

17:13 (b) Employees hired during the month of April shall have the option to take the extra entitlement, in the first instance only, during the following month of May.

17:14 (a) Vacations are not cumulative and must be taken in the twelve (12) month period following eligibility.

17:14 (b) Employees eligible for two (2) or more weeks of vacation, may, subject to the approval of their Supervisor, divide their vacation allowance.

17:14 (c) It is understood that no one employee shall be allowed to take more than three (3) weeks vacation during the months of June, July, August and September, unless the vacation schedule permits. This vacation period may be split into no more than two (2) separate periods. However, only one (1) period may be taken during the months of July and August. After the initial vacation selection, variations to the above may be made where practicable and with the approval of the Company.

17:14 (d) The cut-off date for the application of seniority in the selections of vacations will be March 1st each year.

17:14 (e) The Company shall post the vacation schedule list not later than January 1st each year.

17:14 (f) Vacations booked before the cut-off of March 1st for the new vacation year will be given precedence over floaters booked prior to March 1st, for the time off after May 1st.

17:15 In the event of a vacation shutdown period, the Company will make an announcement to the employees thirty (30) days in advance of the anticipated shutdown. In case of a vacation shutdown period, all eligible employees, except those required to work for necessary production, maintenance, repairs, etc. may take their allotted vacation.

The Parties agree where practicable and under circumstances which are within the control of the Company, the Company will, in major plant layoffs, make
every effort to have the layoff commence with the E.I. work week.

17:16 Employees shall be entitled to have their vacation pay direct deposited on the regular pay run prior to commencement of their vacation. If an employee requests a vacation, and has the request approved, and requests payment in advance for the vacation, and receives pay in advance of the requested vacation period; then the employee will not be able to cancel the vacation unless he/she agrees to pay back the vacation pay by payroll deduction off of their next pay or payperiods as required prior to when the vacation was scheduled to begin. If the employee does not state they would like their vacation pay in advance when they request the time off, it will be paid in the payperiod most of the vacation falls. It is understood and agreed that the provisions of Section 17:19 apply to the term "originally scheduled to begin".

17:17 Employees will notify their Supervisor of the time they desire for their vacations by filling in the form furnished for this purpose and as early as possible in each calendar year. Consideration will be given to each individual's request, but under no circumstances will vacation periods be permitted to interfere with Plant operations. The Company reserves the right to redetermine vacation periods for employees so as not to interfere with Plant operations and will take into consideration Seniority, as outlined in this Section.

17:18 All employees with more than one (1) week of vacation who are not on the Compressed Work Week or Tour schedule, may elect to take one (1) occurrence of vacation only (minimum of one (1) week) where the vacation begins in midweek and ends in midweek as long as the week(s) in question is scheduled by May 1st in the current year, and as long as the employee has no floating holidays or banked time that he/she could otherwise use at the time the vacation is to be taken. Such vacation time off to count towards the week in which the vacation begins.

17:19 An employee must take and must be given their regularly scheduled days off immediately prior to his/her
scheduled vacation and will not work during his/her allotted vacation. An employee may choose to take their regularly scheduled days off immediately following his/her vacation. Approved vacations will not be cancelled by the Company.

17:20 When an employee has submitted a vacation request prior to March $1^{\text {st }}$ and the Company is unable to approve the time off period requested due to coverage requirements, the employee will be given the opportunity to indicate his next option of equivalent time. All vacation requests submitted by the March $1^{\text {st }}$ deadline, including the rescheduling just discussed, will be reviewed and approved prior to any vacation requests submitted after the deadline.

The spirit of 17:14 (d) in regards to seniority will be strictly adhered to, for requests submitted prior to the March $1^{\text {st }}$ deadline.

## SECTION 18 - BEREAVEMENT LEAVE

18:01 Any employee coming under the terms of this Agreement who has been in the continuous employ of the Company for thirty (30) days upon the death of a member of his/her immediate family, will be granted an appropriate leave of absence and he/she shall be compensated at his/her regular straight time hourly rate for hours lost from his/her regular schedule for a maximum of three (3) scheduled working days.

18:02 Members of the employee's immediate family are defined as the employee's:

| Spouse | Mother | Father |
| :--- | :--- | :--- |
| Sisters | Brothers | Sons |
| Daughters | Mother-in-law | Father-in-law |
| Sons-in-law | Daughters-in-law | Step Parents |
| Grandchildren | Common-law Spouse | Legal Guardian |
| Grandparents | Brothers-in-law | Sisters-in-law |
| Step Children | Spouse's | Grandparents |

18:03 Compensable hours under the terms of this 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 19 - WELFARE PLANS

19:01 During the life of this Agreement, the Company agrees to maintain and contribute to the Welfare Plans or their equivalent as outlined in Appendix " B " of this Labour Agreement and in the Benefits Booklet.
19:02 The Parties agree to form a committee to investigate the feasibility of a Jointly Trusteed Health and Welfare Plan. This committee will communicate its findings during the term of the renewed agreement.

## SECTION 20 - WAGES \& JOB CLASSIFICATIONS

20:01 A copy of the wage schedule attached Appendix "A" and the Tradesperson's Apprenticeship Training and Rates, constitutes and forms part of the body of this Agreement and shall remain in force and effect throughout the life of this Agreement and extensions thereof unless changed by the mutual consent of the Parties to this Agreement.

20:02 An employee temporarily assigned to a lower rated job shall retain his/her permanent classified rate during the temporary assignment. An employee temporarily assigned to a higher rated job shall be paid the classified rate for the job to which he/she is assigned, provided he/she works on this higher rated job for one (1) hour per day or longer.

20:03 (a) It is mutually agreed between the Parties that if job conditions substantially change due to the introduction of new equipment methods, or revision of work practices, which necessitate the substantial revision of duties or responsibilities of any employee, the Company shall establish temporary rates of which the Union shall be informed. Any such rates established shall be based on comparison with the Wage Schedule of this Agreement. After a trial period of thirty (30) days, or an extension of this time by mutual agreement between the Parties, job rates will be negotiated between the Parties and when agreement is reached on changed rate
or rates, the changed rate or rates agreed upon shall be retroactive to the beginning of the trial period and shall become part of the Wage Schedule.

20:03 (b) In the event agreement cannot be reached as described above, either Party may discuss the matter further at the next contract negotiations. Should such discussion bring forth an adjustment, that adjustment will be retroactive to the beginning of the trial period.

20:03 (c) The Parties will abide by all the terms and conditions of the BC Job Evaluation Plan and that Section 20:03 shall be null and void for positions covered by the Plan.

20:04 It is understood and agreed that employees may be appointed as 'Lead Hands'. Lead Hands afford bargaining unit employees the opportunity to collaborate in the organization, flow and completion of work.

20:04 (a) Lead Hands remain in the bargaining unit and have the flexibility to assist and/or relieve supervisors and without limiting the generality of the forgoing, train as well as do bargaining unit work.

20:04 (b) The individual shall receive the greater of either six percent (6\%) over their regular rate of pay or six percent ( $6 \%$ ) over the highest rate of any bargaining unit employee that they directly supervise.

20:04 (c) Lead Hands will not have the authority to hire, fire, or discipline employees. The number, use of, length of assignment, and removal from the role for Lead Hands is not restricted. It is not the intent of either party to replace Head Operators on a permanent basis, with Lead Hands.

20:04 (d) It is understood and agreed that the selection of Lead Hands is important to the success of the role. The union will be provided an opportunity to have meaningful input on all potential candidates in regards to the candidate's demonstrated leadership ability and interpersonal skills. The Company will select Lead Hands.

20:04 (e) There will be no negative effect in time off allocation created by providing supervisory relief.

20:04 (f) The Company will provide to the Union a list of Lead Hands annually. The Union and the Company will meet as needed to discuss problems associated with Lead Hands.

20:05 No salaried personnel will undertake any duty or job normally considered as a classification under Appendix "A" of this Agreement, except in emergencies or when carrying out training or instruction duties. In no circumstances will this result in the displacement of a Union employee.

20:06 The following understandings have been agreed to by the Parties regarding the Emergency Response Team. The Company agrees to provide the following:

A minimum complement of three (3) hourly employees per shift provided there is a full complement of six (6) voluntary hourly ERT members per crew in the Pulpmill.

20:06 (a) The following principles will govern the provision of Emergency Response Services for Hinton Wood Products and Hinton Pulp.

1. The Company and Union would increase recruiting efforts for getting ERT memberships up to 40. The company would continue to provide training as per this agreement and would continue to support the 1081 and C5 training as need and budget allowed. The Company agrees to pay for all courses and all lost wages.
2. The Company would approach staff members that were previous members of ERT and see if they were willing to come back on to the ERT. (The understanding is that if they did, during a response they would have to take direction from the Captain in charge and must attend the training.)
3. The Company provides ERT training of 56 hrs per member per year ( 7 days) with the understanding that 1081 and C5 training would remain outside of these
training hours. Company understands that even at this reduction in training hours from 80 to 56 hours the site would still exceed the training hours for all except for one of the sites surveyed.
4. The Company will combine shifts to reduce number of training sessions per month from 4 to 2 (Combine D/A for one session and B/C for the other session instead of each separately)
5. The Company would continue to pay $\$ 25$ honorarium per member for each training session attended. This would be tracked and paid out at the end of the year.
6. ERT members are required to take ERT pagers home and would respond on a volunteer basis to after hour calls if available. Regardless of the number of people that respond, they will be paid for the call as per collective agreement. An honorarium of $\$ 25$ will be paid to each ERT member that responds to an after hour call. This information would be tracked and paid out at the end of the year.
7. Determination for putting out a pager call would remain the same as per the company's internal protocol.
8. If an ERT member is on shift and is available they must respond to a call.
9. If the full complement of ERT members are met, the obligation of the Company to provide ERT Overtime coverage will be done through the ERT sign up books at the main gate and Hinton Wood Products. If no ERT members have signed up for coverage the Company will not be obligated to meet the 3 compliment requirement.
10. The ERT compliment requirement will be tracked at the main gate. This information will be made available to the ERT Committee at their regular meeting for review and follow up.

20:06 (b) Training in five (5) Major disciplines which include FIRST AID, FIRE FIGHTING, HAZARDOUS MATERIALS RESPONSE, ROPE RESCUE AND CONFINED SPACE RESCUE and other appropriate courses mutually agreed to by the Parties to the Labour Agreement.

20:06 (c) Participation on the ERT will be on a voluntary basis.

20:06 (d) There will be a Joint Emergency Response Team Committee comprised of two (2) members of Local 855 and not more than two (2) Company representatives. This Committee will meet to discuss and review ERT on a regular basis.

20:07 (a) Power \& Recovery employees in possession of a valid Second Class Alberta Steam Certificate will be paid an additional fifty five cents ( $\$ 0.55$ ) per hour above the established wage rate for their classification where the 2nd Class Certificate is above the basic certification required in their position.

20:07 (b) Employees of the Power and Recovery Department who hold a valid Third Class Alberta Steam Certificate will be paid fifty cents ( $\$ 0.50$ ) per hour above the established wage rate for their classification where the Third Class Certificate is above the basic certification required in their position.

20:07 (c) Employees who require time off from their regularly scheduled shift to "write" for any class of Steam Ticket, will suffer no loss of regular earnings. It is agreed that should the exam be scheduled by the Boiler's Branch to be taken in sections, requiring the employee to miss more than one (1) day, then he/she will also be compensated as per the above for the additional day(s) lost.

20:07 (d) The Company will pay all employees of the Power and Recovery Department who are not frozen in their line of progression, thirty five cents (\$0.35) per hour for a valid Fourth Class Alberta Steam Ticket providing the employee is working on his/her Third Class Alberta Steam Ticket and progressing at a favorable rate, where
the Fourth Class Certificate is above the basic requirements of his/her job.

20:07 (e) When Steam Tickets are required for the senior jobs in line of progression, an employee in the line of progression not making acceptable progress to obtain his/her ticket, will be given a reasonable time to obtain the required ticket.

Reasonable time is defined as:
24 months for a Fourth Class Alberta Steam Ticket 48 months for a Third Class Alberta Steam Ticket

Progress will be monitored and if the following milestones are not achieved the Company will inform the Union, at which time options will be discussed.
a. 12 months One paper successfully completed (passed)
b. 24 months Two papers successfully completed (passed)
c. 36 months Three papers successfully completed (passed)
d. 48 months Four papers successfully completed (passed)

Failing to obtain this ticket the employee will be removed from that department. The employee being displaced will exercise his/her Mill Seniority to the bottom jobs in the lines of progression and all posted jobs except Apprentices, providing he/she has the required qualifications, and is capable of performing the job to which he/she desires to transfer. Upon receipt of Second, Third or Fourth Class Steam Tickets the ticket bonus will be retroactive to the date of successfully writing the examination.

Section 20:07 (f) The Company reserves the right to maintain a minimum of (16) Third Class Alberta Steam Tickets in the line of progression. If the compliment of Third Class Alberta Steam Tickets falls below the minimum, the Company reserves the right to post jobs with the minimum requirement of a Third Class Alberta Steam Ticket.

Temporary 3rd Class Tickets can be included in the minimum complement of 16 provided the individual is making acceptable progress towards their 3rd and the Steam Chief approves their competency.

20:08 (a) The Company agrees to send Power and Recovery employees who successfully qualify under the conditions below, through a suitable program for upgrading prior to provincial examination

20:08 (b) Employees who work day shift prior to writing provincial examinations will be granted four (4) hours leave of absence with pay.

20:08 (c) Employees writing provincial examinations will be reimbursed transportation costs to and from Edmonton at the current Company mileage rate.

## STEAM PLANT VOCATION LEAVE

## 20:08 (1) Fourth Class Certificate

Upon successful completion of the SAIT or NAIT course for Fourth Class Power Engineer, or possessing equivalent qualifications acceptable to the Vocational School authorities, employees shall be granted one (1) week leave of absence with pay to attend an upgrading course arranged by the Company. The Company reserves the right to provide onsite training by a qualified instructor in a classroom setting. On completion of this course the employee will apply for the first available provincial examination. If unsuccessful on the first attempt, the Company will provide tutoring by a qualified instructor under the same conditions as above.

## 20:08 (2) Third Class Certificate

Upon successful completion of the SAIT or NAIT course for Third Class Power Engineer, or possessing equivalent qualifications acceptable to the Vocational School authorities, employees shall be granted one (1) week leave of absence with pay for Part A and one (1) week leave of absence with pay for Part B to attend an upgrading course arranged by the Company. The Company reserves the right to provide onsite training by a qualified instructor in a classroom setting. On
completion of this course the employee will apply for the first available provincial examination. If unsuccessful on the first attempt, the Company will provide tutoring by a qualified instructor under the same conditions as above.

## 20:08 (3) Second Class Certificate

Upon successful completion of the SAIT or NAIT course for Second Class Power Engineer, or possessing equivalent qualifications acceptable to the Vocational School authorities, employees shall be granted a two (2) week leave of absence with pay for Part A and two (2) weeks leave of absence with pay for Part B to attend an upgrading course arranged by the Company. The Company reserves the right to provide onsite training by a qualified instructor in a classroom setting. On completion of the course the employee will apply for the first available provincial examination. If unsuccessful on the first attempt, the Company will provide tutoring by a qualified instructor under the same conditions as above.

Granting of the above leaves shall be subject to the schedules of the department and availability of space at a Company approved course or availability of a tutor.

NOTE: Current employees shall follow the new timelines. Timelines shall start at zero as of ratification date (April 2, 2013).

## 20:08 (4) Basis of Pay

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

## 20:08 (5) Additional Leave

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

## 20:08 (6) Books

The Company will pay fifty percent ( $50 \%$ ) of the cost of additional books as per list at time of order and fifty percent ( $50 \%$ ) when the applicable provincial certificate is
achieved. The employee will keep these books as his/her personal property.

TEXTBOOK GUIDELINE - POWER \& RECOVERY

| $4^{\text {th }}$ Class Mandatory Suggested 1) | -SAIT 4th Class Course Material -ASME Code Section VII - Rules for Care of Power Boilers B51 \& B52 <br> -Alberta Codes and Pressure Vessels Act |
| :---: | :---: |
| $3^{\text {ra }}$ Class Mandatory Suggested 1) <br> Suggested 2) <br> Suggested 3) <br> Suggested 4) | -SAIT $3^{\text {rd }}$ Class Course Material <br> -ASME Code Section I <br> -ASME Code Section VII - <br> Rules for Care of Power Boilers <br> -Basic Electrical Text <br> -Basic Instrumentation Text <br> -Power Magazine Reprints <br> -Combustion Control <br> -Steam Generators <br> -Boiler Water Treatment <br> -Steam Turbines <br> -Motor Control |
| $2^{\text {nd }}$ Class Mandatory | -SAIT $2^{\text {nd }}$ Class Course Material -Basic Mechanical Drawing Text |
| PART A 1) | -Reeds Volume <br> -I Math <br> -II Mechanics <br> -III Heat \& Heat Engines <br> -IV Electrical |
| PART B 1) | -Water Treatment (either Betz or Nalco text) |
| PART B 2) | -Steam Plant Operators (Woodruff \& Lammers) |


| PART B 3) | Electrical <br> a) Electrical Machines (Siskind) <br> b) Alternating Current <br> Fundamentals (Duff) <br> c) Direct Current Fundamentals <br> (Loper) |
| :--- | :--- |
| PART B 4) | -Power Magazine Reprints <br> -Motor Control <br> -Combustions Control <br> -Steam Generators <br> -Boiler Water Treatment <br> -Steam Turbines <br> -Pumps |
| PART B 5) | -Steam (B \& W) or Combustion <br> (Combustion Engineering) |
| PART B 6) | -Basic Refrigeration (King) |
| PART B 7) | -Centrifugal Pumps (Karassik) |

## 20:08 (7) Fees

The Company will purchase courses for the employees in the Power \& Recovery line of progression, which includes the fees for marking services. The Company will pay Vocational School fees for upgrading courses. Should the Provincial Government require Steam Engineers to pay for recertification of their steam tickets; the Company will assume this cost.

## 20:08 (8) Transportation Allowance

The Company will grant transportation allowance to Power \& Recovery personnel attending Vocational School on the same basis that transportation allowance is being granted at the time by the Apprenticeship Branch to Apprentices attending an approved Vocational School.

## 20:08 (9) Number on Leave

Normally it will not be possible to grant leaves of absence to more than one (1) Power \& Recovery employee at a time. However, if relief is available this limit may, at the discretion of the Company, be exceeded.

## 20:08 (10) Government Allowances

If at any time provisions are made whereby transportation and/or other allowances are granted by the Government to Power \& Recovery personnel attending an approved Vocational School to write for Power Engineering Certificates, the provisions set forth above will then be amended to take into account such Government allowances.

20:09 (a) A First Aid Attendant authorized by the Company to attend classes or write examinations for obtaining, renewing or upgrading a First Aid ticket will be compensated for lost earnings. The duration of the course shall include an eight (8) hour rest period if the employee is scheduled to work graveyard shifts on the day immediately proceeding the day the course/exam begins and the employee would not be expected to report for work if scheduled for the graveyard shift on the day the course/exam finishes.

20:09 (b) Those employees holding a valid current St. John Emergency First Aid Certificate and/or valid CPR certification will receive an additional fifteen cents (\$0.15) per hour.

20:09 (c) Those employees holding a valid current St. John Standard First Aid Certificate will receive an additional twenty-five cents (\$0.25) per hour.

20:09 (d) Those employees holding a valid current St. John Advanced First Aid Certificate will receive an additional thirty-five cents (\$0.35) per hour.

20:09 (e) These additional payments shall not be subject to pyramiding. Pyramiding rules as stated here only apply to this Section regarding First Aid rates.
20:10 The Company agrees to pay twenty cents (\$0.20) per hour in addition to the employee's card rate for the following jobs:
(a) Furnace Floor Cleaning.
(b) Working in or cleaning upper passes Recovery units.
(c) Cleaning liquor and chemicals from, or working
inside of Recovery ductwork and inside of Precipitators.
(d) Working in or cleaning inside Lime Kiln.
(e) Working inside Flakt Dryer.
(f) Firefighting crews while fighting fires.
(g) Working on Lime Bucket Conveyor, Drag Chain, and Pit in the Lime Kiln.

20:11 Should the Alberta Government require Water Treatment and/or Effluent Clarifier Operators to obtain certification, conditions of Section 20:07 and Section 20:08 will apply, except that the Company and the Union will meet to mutually agree to any applicable ticket premiums.

20:12 The Apprenticeship Selection Guidelines agreed to by the Parties now form part of this Agreement. These guidelines may be changed by mutual agreement of the Parties.

## SECTION 21 - LEAVE OF ABSENCE

21:01 (a) In conformance with the Company's policy regarding leave of absence, employees may request, in writing, a leave of absence up to thirty (30) days without loss of seniority rights. Leaves of absence will only be granted by the General Manager, Pulp Operations or the General Manager, Forest Resources and Lumber, as applicable, on the recommendation of the employee's Supervisor or Superintendent. All benefits included except W.I. \& L.T.D.

21:01 (b) The Company agrees that it will grant leaves of absence to employees who have been elected or appointed to Office in the Communications, Energy \& Paperworkers Union of Canada; or who have been nominated or elected to Federal, Provincial or Municipal Office; or who have been elected or appointed to Aboriginal Office, Tribal Council and/or other mutually agreed upon aboriginal groups or societies. However, it is not the intention of the Company to grant lifetime leaves of absence. Employees on Union Leave will continue to receive pension credit service hours towards their pension.

21:01 (c) In the case of an employee being appointed or elected to full-time office in his/her Union, either National or Local, he/she shall be granted as much leave as is necessary during the term of such office. The Company will continue benefit premiums, and the Union will reimburse to the Company the loading rate of only those benefits provided by the Company.

21:01 (d) Employees elected to Federal, Provincial or Municipal Office shall be granted as much leave as is necessary during the term of such office.

21:01 (e) Seniority shall accumulate during the period of an employee's leave of absence.

21:02 (a) An employee who is absent as a result of pregnancy shall be given a leave of absence. Such leave of absence shall not exceed a combined period of fifty-two (52) weeks. The fifty-two week absence period is inclusive of up to fifteen (15) weeks for maternity leave and up to thirty-seven (37) weeks for parental leave. An employee under these arrangements shall be able to work beyond the seventh $\left(7^{\text {th }}\right)$ month of pregnancy if she has provided a statement of medical approval from her attending physician. When complications occur in the pre-natal and/or post natal confinement period, the above procedure may be adjusted on the merits of the physician's written recommendation.

21:02 (b) A mother or father may take a combined total of thirty-seven (37) consecutive weeks of parental leave; however these employees cannot take the leave at the same time. If a mother chooses parental leave, it must commence immediately following her maternity leave. The father may choose to commence parental leave at anytime following the birth or adoption of a child; however, the leave must be taken as one (1) consecutive period and it must be completed within fifty-two (52) weeks following the birth or adoption of the child. To qualify for parental leave, the employee must provide at least 6 weeks written notice to the Human Resources Department of the leave commencement date, and will be required to specify the beginning and end dates of the leave.

21:02 (c) In cases of a leave of absence as outlined in (a) or (b) above, the employee's position may be filled by a temporary replacement. The returning employee must notify the Company at least four (4) weeks before returning to work. The returning employee shall continue to accumulate seniority in his/her own job classification. Time on maternity leave only, will be considered time worked for the purpose of qualifying for vacation.

21:02 (d) Seniority - service is deemed to be continuous while on maternity and parental leave.

21:02 (e) Benefit coverage - service is deemed to be continuous while on maternity and parental leave for purposes of medical and benefits coverage. The company will maintain the following programs for employees on approved leave: Health Care (premiums paid by the Company will be taxable to the employee), Blue Cross, Dental, Vision, Life Insurance, Accidental Death and Dismemberment and Optional Life. The employee will be required to maintain their portion of any applicable premium.

Coverage for Short Term and Long Term Disability will be maintained; however benefits will not be payable during the leave of absence period. The employee will be responsible for maintaining their portion of any premiums associated with this coverage.

21:02 (f) Pension - employees will be entitled to pension credit based on hours worked, as outlined in the collective agreement. Employees entitled to Weekly Indemnity top-up while on Maternity Leave (as per Maternity Benefits, Brooks/Safeway and Parcels/Red Deer Hospital court decisions) shall receive pension credit during that period.

21:02 (g) Vacation and Supplementary Vacation service is deemed to be continuous while on maternity leave for purposes of calculating vacation and supplementary vacation entitlement.

An employee who has taken parental leave will not accrue vacation earnings. The employee will be entitled
to payment of vacation based on the percentage of gross earnings calculation as outlined in the Collective Agreement. The employee may choose to take their full entitlement even though they have not accrued the vacation pay. However, as a minimum, the employee must take the time equivalent to the vacation earnings.

Service is deemed to be continuous while on paternity leave for the purposes of calculating Supplementary Vacations.

21:02 (h) Floaters - will be earned as per Section 16:01(a) and Section 16:02 of the Collective Agreement.

21:02 (i) Statutory Holidays - during the period of maternity leave if a mother is disabled she will be entitled to statutory holidays during the twelve (12) week period of disability only (as per Brooks/Safeway and Parcels/Red Deer Hospital court decisions). During the period of parental leave, an employee will not be entitled to statutory holidays.

21:02 (j) Employment Insurance Benefits - the period under the Employment Insurance Act is as follows:

| Maternity Leave | 15 <br> weeks | mother only |
| :--- | :---: | :---: |
|  | 37 <br> meeks | mother or father or <br> shared |
| Paternity Leave | weal |  |
| Maximum Combined | 52 | for any one employee |
| Benefits | weeks |  |

There is generally a two week unpaid period to qualify for benefits and benefits may be payable for only a portion of the Company granted leave.

21:03 When an employee requests a leave of absence, and it is approved by the Supervisor, the employee will not be required to supplement the approved leave of absence with floating holidays or supplementary floating holidays unless the leave of absence falls in the period commencing November 1st to December 31st, and the employee has not scheduled his/her remaining floating

## SECTION 22 - JURY DUTY/SELECTION

22:01 Any regular full-time employee who is required to report for Jury Selection, Jury Duty, Coroner's Inquest, Crown Witness or who is subpoenaed to appear as a Defense Witness on a day on which he/she would normally have worked, will be reimbursed by the Company for the difference between the pay received for jury or witness duty and his/her regular straight time hourly rate of pay for his/her regularly scheduled hours of work necessarily lost. The employee will be required to furnish proof of service and/or pay received.
Hours paid for jury or witness duty will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.

## SECTION 23 - BULLETIN BOARDS

23:01 The Company agrees to provide glass enclosed bulletin boards for Local 855 Union matters which are officially signed documents.

23:02 The Company agrees that minutes of Union/Management meetings will be jointly signed and posted on bulletin boards.

23:03 A copy of all notices put on bulletin boards by the Company will be forwarded to the Union.

## SECTION 24 - SAFETY, LOCKOUT AND ENVIRONMENTAL

24:01 (a) The Company will strive to maintain high standards of health and safety in the mill. Example heating and ventilation.

24:01 (b) It is the policy of the Company and the Union to cooperate in maintaining an effective Accident Prevention and Occupational Health program. It is recognized that an effective Accident Prevention program depends on the cooperation and effort of both Parties.

24:01 (c) Employees will not be expected to operate with unsafe equipment and unhealthy working conditions. Supervisors and employees are expected to report immediately any unsafe equipment and unhealthy working conditions. When unsafe and unhealthy working conditions have been reported by employees and no action has been taken within twenty-four ( 24 hours) the situation may be reported in writing to the General Manager, Pulp or Hinton Wood Products as applicable, prior to the 8:30 a.m. Production Meeting.

24:01 (d) Items on the Maintenance Job List will typically be repaired within sixty (60) days of the time the item is first listed. If an item is not repaired in sixty (60) days it will be brought to the immediate attention of the applicable Joint Safety Committee for its review and disposition.

## 24:02 Joint Safety Committees

24:02 (a) The Company and the Union shall cooperate in maintaining three (3) Joint Safety Committees which each shall consist of equal representation from the Company and the Union.

## 24:02 (b) Pulpmill Joint Safety Committee (JSC):

 The hourly employees of the Pulpmill JSC will be made up of employees from the Hinton Division. The Pulpmill JSC will meet at least once per month to review and address the Division's unsafe work conditions and safety and occupational health problems; review safety statistics, work practices, accident and near-miss accident reports, safety indoctrinations, training and promotion programs.
## 24:02 (c) Hinton Wood Products Joint Safety

 Committee (HJSC): The hourly employees of the Hinton Wood Products Joint Safety Committee will be made up of employees from the Hinton Wood Products. The Hinton Wood Products Joint Safety Committee will meet at least once per month to review and address the Division's unsafe work conditions and safety and occupational health problems; review safety statistics, work practices, accident and near-miss accident reports, safety indoctrinations, training and promotion programs.24:02 (d) Site Safety Committee (SSC): The Site Safety Committee will be made up of the Union CoChairs and the Company Co-Chairs of the JSC and the HJSC. This Committee of four (4) will meet as required to discuss and review safety matters which are common to the two (2) Divisions.

24:02 (e) It is clearly understood between the Parties that Safety Committees do not set policy. Their role is to make recommendations to the Company.

## 24:03 Accident Prevention \& Safety Education

24:03 (a) The Company undertakes that safe and healthy working conditions shall be provided in accordance with the applicable Occupational Health and Safety Regulations and that all employees shall receive adequate safety and occupational health indoctrination and training.

24:03 (b) The Company undertakes to promote safety and occupational health awareness among all of its employees in an effort to overcome accident and occupational health problems.

24:03 (c) Information will be made available to employees regarding the identification of potentially hazardous chemicals in use in the mill.

24:03 (d) Time spent in Joint Safety Committee meetings shall be considered as time worked except that such hours will not be subject to the banking provisions of the Labour Agreement for employees who attend such meetings on off days.

24:03 (e) The Union shall appoint a Safety Representative from each crew in each department and it will be the duty of the Safety Representative to assist Supervisors with:
(1) Inspections.
(2) Checking and correcting unsafe conditions and work practices.
(3) Reporting hazards, accidents or near-misses.
(4) Promote accident prevention and safety awareness.

24:03 (f) A Union member from the applicable Joint Safety Committee will assist the Company on all Plant Divisional Safety Audits, Accident and Near-Miss Accident Investigations.

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

24:04 No employee shall be disciplined or discharged for refusal to work on a job or in any work place, or to operate any equipment where he/she has reasonable grounds to believe that it would be unsafe, or unhealthy to do so.

## 24:05 Investigation of Fatalities or Serious Injuries

24:05 (a) The Company agrees that in the event of a serious accident to a bargaining unit employee on Company property in the course of his/her employment, the Company, the Union and the representative of the Occupational Health \& Safety, if an Occupational Health \& Safety Officer is on site, will jointly conduct an investigation as soon as possible but no later than fortyeight (48) hours after the incident.

24:05 (b) The representatives of the Company will include the Safety Supervisor or an alternate.

24:05 (c) The President of Local 855 or his/her representative if he/she is not available and the Vice President of the area or his/her representative if he/she is not available will represent the Union.

24:05 (d) This group will, in company with a representative of the Occupational Health \& Safety, jointly investigate the circumstances pertaining to a fatal accident.

24:06 (a) An employee required to operate a VDT will be provided with a lead apron upon request.

24:06 (b) Employees will be allowed to eat their lunches away from VDT's as time permits. Coverage of the VDT's will always be maintained by other crew members
while they are away.
24:07 The Company is in agreement to provide annual medicals on a voluntary basis to members of Local 855.

It is understood these medicals will be scheduled so as not to interfere with an employee's personal time off, but will be scheduled to be taken while the employee is on duty.

24:08 (a) A Union Vice President and/or the Union Member Co-Chair (or Alternate) of the applicable Committee will accompany the OH\&S or WCB Representative on his/her inspection or tour unless such representative wishes to make the inspection or tour alone.

24:08 (b) If there is no objection from the representative from Occupational Health \& Safety, a Union member of the applicable Joint Safety Committee will accompany the representative on his/her inspection.

## 24:09 Joint Lockout Committee

24:09 (a) There will be a Joint Pulpmill Lockout Committee comprised of six (6) members of Local 855 and not more than six (6) Company representatives.

24:09 (b) There will be at least one (1) regular member and one (1) alternate member of Local 855 on the Joint Lockout Committee at Hinton Wood Products.

These Committee's will meet when changes to the Lockout procedures are required.

Final approval of any changes recommended by the Committee will rest with the General Manager, Pulp Operations or the Hinton Wood Products Sawmill Manager, of the Company.

## 24:10 Joint Environmental Protection Committee

24:10 (a) The Joint Environmental Protection Committee will consist of equal representation from the Company (Pulpmill and Hinton Wood Products) and the Union, along with representation from Forest Resources.

The purpose of the Committee will be to receive information, review problem areas and make appropriate suggestions regarding compliance including challenges related to climate change. This Committee will meet as often as necessary but at least once a month to discuss and act upon local environmental concerns and problems.

24:10 (b) Any employee who has reason to believe that one (1) or more aspects, in whole or in part, of his/her employer's work, undertaking or business constitutes an immediate or long term environmental threat and who, consistent with that reason or belief communicates with the Joint Environmental Protection Committee:
(i) for the purpose of advising of the existence of the environmental threat or;
(ii) for the purpose of providing information as to the nature, scale, scope, level, type of, or otherwise clarifying the environmental threat; shall not be subject to any recriminatory; discriminatory, or other action in the nature of a reprisal, by the Employer or by any person acting on behalf of the Employer.

If the foregoing does not prove satisfactory to the employee, the employee will have the option to communicate with the appropriate government organization(s) without threat of recrimination, discrimination, or other action in the nature of a reprisal, by the Employer or by any person acting on behalf of the Employer.

24:11 Joint Labour Management Safety Conference
24:11 (a) A Joint Labour/Management Safety Conference of two (2) days will be held annually.

24:11 (b) It shall be the basic principle of this Conference to assist the delegates in the development of an effective safety program through the promotion and implementation of best practices for an effective safety program in each mill.

24:11 (c) To accomplish the implementation of an effective safety program in the mill, each Local Union shall have two (2) delegates in attendance at the safety
conference. The two (2) delegates shall be compensated by their respective employer for any loss of wages. Travel and hotel expenses of the delegates shall not be paid by their respective employers.

24:11 (d) 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.

24:11 (e) The agenda shall address issues that will promote occupational health and safety in their respective workplaces. Agenda items shall be submitted to the respective representative no later than November 30th prior to the conference.

24:11 (f) The Planning Committee shall initially meet no later than one hundred and eighty (180) days prior to the established date of the conference and then schedule follow up meetings in accordance as required by the planning committee.

24:11 (g) The Planning Committee shall be comprised of the following members:
i. One (1) CEP Local Union member
ii. One (1) PPWC Local Union member
iii. One (1) CEP representative from the Regional Office
iv. One (1) PPWC representative from the National Office
v. One (1) Employer representative from the employer group
vi. One (1) Industry representative
vii. One (1) Conference Facilitator

24:11 (h) The Occupational Health and Safety Conference shall be funded on the basis of an industry contribution of three cents (\$0.03) per employee per hour worked into a Jointly Trusteed Occupational Health and Safety Conference Fund. The funding shall provide that when the monies in the Joint Trusteed Occupational Health and Safety Conference Fund
reach two hundred thousand dollars (\$200,000.00), the funding will be discontinued until the fund has been reduced to fifty thousand dollars $(\$ 50,000.00)$. The Jointly Trusteed Fund will be used for the payment of wage loss for Local Union planning, committee attendees, and conference expenses.

## SECTION 25 - MEAL ALLOW ANCE

## 25:01 For Day Workers Only

25:01 (a) An adequate hot meal will be provided at Company expense if a Day Worker is either scheduled or called on to work more than one (1) hour beyond his/her normal quitting time and every four (4) hours thereafter until he/she is relieved from duty.

25:01 (b) An adequate hot meal will be provided at Company expense to a Day Worker reporting to work at his/her normal starting time and who is then scheduled to work through his/her regular lunch hour. A hot meal will not be provided to a Day Worker who is required to work through his/her regular lunch hour if he/she is scheduled to work by having received proper notice during his/her previous work day. Regular lunch hour to mean 12:00 noon to 12:30 p.m.

25:01 (c) An adequate hot meal will be provided at Company expense if a Day Worker is called on to work before 6:00 a.m. and works into his/her regular work day. In this instance, he/she will be provided with a breakfast at or as near his/her normal meal time as can be scheduled and if he/she is required to work through his/her noon hour he/she will receive a hot meal at Company expense or as close to his/her noon meal hour as can be scheduled. In this instance, if he/she is then required to work after 4:30 p.m. he/she will be provided with a hot meal as provided in (a) above.

25:01 (d) Anyone on the Compressed Work Week schedule assigned to the Maintenance Department will conform to Maintenance hours and conditions as it applies to overtime meals only.

## 25:02 For Tour Workers Only

25:02 (a) An adequate hot meal will be provided at Company expense if a Tour Worker is called on or scheduled to work on and beyond his/her regular tour for longer than one (1) hour and each four (4) hours thereafter until such time that he/she is relieved from duty.

25:02 (b) A Tour Worker called to work two (2) hours or more before beginning his/her scheduled shift shall receive an adequate hot meal at the expense of the Company not later than four (4) hours from the beginning time of that shift, and every four (4) hours thereafter.

25:02 (c) Tour Workers scheduled to work their days off in Operations during Maintenance Shutdowns will qualify for a hot meal after nine (9) hours on the job.

## 25:03 For Tour Workers and Day Workers

25:03 (a) The intent of this meal clause is to provide an adequate hot meal at Company expense when an employee is required to work a period that is greater than his/her normal work day of eight (8) hours of work. It is the Parties' intent to arrive at a scheduling of meals whereby an employee will not be required to bring in a double lunch caused by an extension of his/her normal work day either at the completion of his/her work day or prior to the beginning of his/her work day. An exception to the meal clause contained herein would apply if an employee was not given sufficient notice to prepare his/her normal meal or bag lunch to bring to his/her job.

25:03 (b) It is understood that the meal clause does not apply to emergency call-ins of less than four (4) hours duration worked if an employee is called in and is relieved from duty outside his/her regular work day or shift.

25:03 (c) It is understood and agreed that the meal allowance clause does not apply if an employee is scheduled to go home for his/her meal nor does the meal allowance apply when mutual shift changes between employees extend an employee's work day beyond his/her normal working hours. An employee will be paid the allowable time not to exceed twenty (20) minutes to
consume the hot meal provided by the Company in this meal allowance clause. No employee will be allowed to receive money in lieu of a hot meal.

25:03 (d) Between the hours of 10:00 a.m. and 10:00 p.m. the Company to provide a selection of three (3) hot meals, one (1) light lunch, or one (1) diabetic meal.

25:03 (e) The Company shall give meal vouchers to those employees who missed overtime meals for reasons beyond their control.

## SECTION 26 - GENERAL PROVISIONS

26:01 If proof can be established that any clothing or boots have been damaged due to conditions in the Plant site (ie caustics) the Company will replace the damaged article or articles.

26:02 The Company agrees to provide pre-shrunk coveralls when required to be drawn from Stores upon the signature of the supervisor involved and maintain such coveralls in an adequate state of repair. The Company will provide chemical resistant coveralls for use where required and fire resistant coveralls for Recovery Helpers. Other uses for fire resistant coveralls may be approved by the Company as required.

26:03 Effective June 1, 2013 and in each subsequent contract year all employees, who are required to wear safety footwear as part of their job, will receive a safety boot allowance of one hundred and fifty dollars (\$150.00) for the purchase of safety boots. It is understood and agreed that safety footwear must be a kind and quality that is approved by the Company.

26:04 Employees with more than six (6) months of seniority in the following classifications will be provided two (2) pairs of boots per contract year, by draw, through the Company stores, for as long as they are so classified: Chemical Unloader, Bleach Field Operator, Lime Kiln/Recaust, Power Boiler Field Operator, Tall Oil Operator, Recaust Field Operator and Head Operator Power \& Recovery.

26:05 The Company agrees to replace tradesperson's tools which are stolen through break and entry and which are lost due to fire. Each tradesperson will supply his/her Supervisor with a list of his/her tools. All losses will be reported immediately.

26:06 The Company will reimburse fifty percent (50\%) of the cost to trades people who wish to purchase metric tools. The tools will be the property of the employees. The Tool Crib will also keep an adequate supply of metric tools.

26:07 The Company will issue to each employee in the Maintenance Department, one (1) pair of leather-faced gloves which will only be replaced when worn out, and returned to Stores or the employee's Supervisor.

26:08 When an aptitude test is required by the Company the writer will have the right to see the test after it has been marked.

26:09 The Company agrees to provide duplicate time slips to all employees signed by the Supervisor. It is further agreed that time slips will not be changed or amended without notification to the Supervisor who in turn will notify the employee.

26:10 All work will be distributed fairly within a classification.

26:11 The Company will attempt to provide similar training opportunities to employees in the same classification and the Company will also attempt to have employees with newly acquired skills utilize these skills on an equitable basis.

26:12 The Company will not move or change employees from their respective groups or lines of progression without making a reasonable effort to fill the opening within the lines of progression or groups by move-ups, overtime or call-in.

26:13 Should the Alberta Provincial Government require ticketed tradespersons to pay for recertification of their ticket, the Company will assume this cost providing the
ticketed tradesperson is working in his/her trade.
26:14 The Company has by practice provided cash advances to employees who experienced delays while a compensation or disability claim is being reviewed. Repayment of the advance must be made back to the Company, as per reimbursement agreement.

## 26:15 Living Out Allowance

While an employee is attending out of Town Vocational School, the Company will pay him/her a living allowance, as per the following:
$\$ 75.00 /$ day to a maximum of 5 days/week

## SECTION 27 - HINTON WOOD PRODUCTS

It is agreed that the following variations and amendments to the Labour Agreement will be made, specific to Hinton Wood Products only. Except where varied by these terms and conditions all other provisions of the Labour Agreement shall apply.

## Conditions:

(1) The Company supports the concept of full employment wherever practical. The principle of seniority will govern on the Spareboard.
(2) The Union will have available two (2) elected VicePresidents for the Sawmill, approximately ten (10) shop stewards and a minimum of one (1) regular and one (1) alternate member on the Site Safety Committee, and six (6) members and six (6) alternate members of the Hinton Wood Products Safety Committee, one (1) of which will be the Site Safety Committee Rep. and his/her alternate.
(3) Trades Practices: This will outline the Company's position with respect to Trades Practices. In the interest of developing and maintaining a viable, competitive Sawmill at Hinton, the following principles must be observed.
(a) With the major differences in conditions, 101
equipment and facilities between the Sawmill and the Pulpmill, the Trades Practices in each will be different. Normally, all of the trades represented in Pulpmills are not required in Sawmills. It is essential to the viability of the Sawmill to have trades practices that are different than those that would be found in the Pulpmill, and that are consistent with typical Sawmills' practices. No tradespeople would be expected to perform work for which they are not trained to perform safely. Tradespeople will generally be assigned work in their primary trades, but may be assigned work in trades other than their own consistent with the tradesperson's ability and training in the interest of getting the job done as quickly as possible keeping safety factors in mind.
(b) We recognize the Union's concerns with respect to the loss of already negotiated rights in the Pulpmill and have no intention of reducing them outside of normal, formal negotiations. Recognizing that trades practices generally are different in Sawmills and Pulpmills, those practices in one shall not impact nor be used as precedents with respect to the other.
(c) The trades present in the Sawmill are:

Millwrights
Electricians (one Instrument category - on a maintenance shift schedule replacing an
Electrician)
Welders
Filers (fitters, benchmen)
Heavy Duty Mechanics
In many operations, for workload reasons, it is also necessary to have Carpenters, Machinists and Pipefitters. The Company is prepared to add those trades for whom there is sufficient work. It will not be the intention of the Company to add tradespeople who have only enough work to be gainfully employed part of the time, and who may not be utilized for other work for which they are trained.

8:09 (c) This Section does not apply to temporary curtailments of the Planermill $3^{\text {rd }}$ Shift.

8:12 (a) Except in emergencies, and unless otherwise provided for in this Agreement, there will be no exchange of personnel between the Pulpmill and Hinton Wood Products.

## 11:01 - Shift Differential

|  | June <br> $1 / 12$ | June <br> $1 / 13$ | June <br> $1 / 14$ | June <br> $1 / 15$ | June <br> $1 / 16$ |
| :--- | :--- | :--- | :--- | :--- | :--- |
| Production <br> Days | 0.107 | 0.107 | 0.109 | 0.112 | 0.115 |
| Production <br> Nights | 0.736 | 0.736 | 0.751 | 0.770 | 0.793 |
| Production <br> Weekends | 0.704 | 0.704 | 0.718 | 0.736 | 0.758 |
| Production/ <br> Maintenance <br> Days | 0.613 | 0.613 | 0.625 | 0.641 | 0.660 |
| Production/ <br> Maintenance <br> Nights | 1.089 | 1.089 | 1.111 | 1.139 | 1.173 |
| Daily <br> Maintenance | 0.226 | 0.226 | 0.231 | 0.237 | 0.244 |
| Special <br> Maintenance | 0.193 | 0.193 | 0.197 | 0.202 | 0.208 |
| Filer Days | 0.107 | 0.107 | 0.109 | 0.112 | 0.115 |
| Filer Nights | 0.709 | 0.709 | 0.723 | 0.741 | 0.763 |
| Filer <br> Weekends | 0.672 | 0.672 | 0.685 | 0.703 | 0.724 |
| Shipping <br> Nights | 0.681 | 0.681 | 0.695 | 0.712 | 0.733 |

## 15:10 - Statutory Holidays

Statutory Holidays that occur on Mondays other than New Years Day, Christmas Eve, Christmas Day and Boxing Day, will be observed starting the Sunday night for Hinton Wood Products 12 hour CWW Tour Workers.

## 20:07 Steam Certificate Premiums

The Company agrees to apply the provisions of Section 20:07 to Hinton Wood Products employees in the Kiln Forklift and Energy System Operator positions.

## 20:08 Steam Certificate Education

The Company agrees to apply the provisions of Section 20:08 to Hinton Wood Products employees in the Kiln Forklift and Energy System Operator positions.

## Miscellaneous Items

## 1. Spareboard

a. Spareboard employees will cover all non key posted jobs based on their seniority, qualifications and ability to do the work. Ticketed jobs may be covered by qualified spareboard employees.
b. Employees on the Spareboard will receive the same benefits as full-time regular employees, with the exception of W.I. and L.T.D.; which will be based on the hours worked, per week, prorated over the last six (6) month period; or from the date of hire, whichever period is shorter, excluding all authorized leaves of absence.
c. The probationary period for employees on the spareboard will be twenty (20) days worked..
d. Spareboard employees must be available for work at the start of each shift unless they notify the Company in advance that they will not be available. If frequently unavailable for work, they will be removed from the Spareboard.
e. Spareboard employees do not have a regular shift, and as such, could work a number of different shifts in any week with no penalty of shift change.
f. Employees on the Spareboard will be worked before summer students.
g. There will be no guarantee of a minimum number of hours of work in a week.
h. Spareboard employees will be called to work on a seniority basis.
i. Employees, called in to work off the Spareboard, are paid straight time at the hourly rate for the scheduled job performed. Work in excess of forty (40) hours per cycle of the CWW week will be paid at the overtime rate.
j. Employees on the Spareboard will not pick and choose their jobs.

## 2. Hinton Wood Products Fire Protection Coverage

(a) The Company agrees to provide an Emergency Response Plan for Hinton Wood Products that will provide for Emergencies, Training and Reporting Systems.
(b) The Initial Response Crew will be comprised of maintenance employees.
(c) There will be two (2), four (4) hour orientation and training sessions annually for the Initial Response Crew.
(d) An honorarium of twenty-five dollars (\$25.00) will be paid to the Initial Response Crew per four (4) hour training session.
(e) The Company agrees to pay for all instruction and lost wages.

## 3. HINTON WOOD PRODUCTS SHIFT SCHEDULES

a. The Company and the Union will schedule the hours of work that are necessary to ensure the efficient operations and to provide coverage for the determined hours of work of the operation.
b. The Company, after consultation with the Union, will implement the agreed to schedules with hours of work per week- compressed work week scheduleswhich average forty (40) or forty two (42) hours per week over the rotation cycle.
c. For all work performed in excess of their regular designated compressed work week schedule over the rotation of the cycle, the employees will be paid overtime.
d. The Company and Union, during the 2008-2012 round of collective bargaining, identified and agreed upon initial shift schedules to be implemented when returning to a three shift operation (CWW 24/5 12 hr).
e. The Spare Board will provide coverage for relief as required.
f. Relief may be provided by employees from other shifts, without overtime cost where forty-eight (48) hours written notice is given when the new day or days off are to proceed the original designated day or days off or forty (40) hours written notice is given when the new day or days are to follow the original designated day or days off. Vacation allotment will be revised to ensure that only one (1) shift trades employee per shift for each trade will be off on vacation at any time.
g. Floaters will match an employee's hours of work. For example, an employee working a ten (10) hour shift will have six (6), ten (10) hour floaters. For production and maintenance employees following the CWW 24/5 12 hr operating schedule will get 5 x 12 hour floaters.
h. There will be fifty (50) minutes of paid breaks on twelve (12) hour shifts. Other shifts will have two ten minute breaks paid and a half hour lunch unpaid. The Company may stagger breaks and keep the equipment working on a continuous basis.
i. Under the CWW operating schedule, the employees following the CWW 24/5 12 hr operating schedule will bank overtime after ten (10) hours.
j. If at any time the Company chooses to go off the three shift schedule, the current ten (10) hour production and associated shifts will be reverted to. No pay penalties will be incurred in the changing of shift schedules. If only a portion of Hinton Wood Products reverts to a two (2) shift basis, the Company will identify the individuals affected and
outline their new shift schedule.
Notwithstanding the above, in the event that the Company reverts to a 10 hour shift for production in the Wood Products division or any part thereof, the employees in the 2 shift operation, will take their floaters in 10 hour increments. If there are additional hours (not full 10 hour day) affected employees will be able to receive the incremental hours in pay or may take a full shift with a combination of paid and unpaid time.

## Hinton Wood Products - Shift Schedules

Pay as earned for the week worked. If any shift schedules in the Memorandum of Agreement 2008 have been missed, the parties shall meet to discuss and come to resolution on any revisions, additions or deletions.

Production Compressed Work Week 24/5 12 Hour Schedule:

| Sun | Mon | Tues | Wed | Thurs | Fri | Sat | Hours |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| N | N | N | X | X | X | X | $36-$ Blue |
| X | D | D | N | N | X | X | $48-$ Red |
| X | X | X | D | D | D | X | 36 - Green |

Production shift starts 6:30 p.m. Sunday and ends 6:30 p.m. Friday.

## Shipping:

| Monday - Thursday | 6:00 a.m. $-4: 30$ p.m. |
| :--- | :--- |
| Tuesday - Friday | 6:00 a.m. $-4: 30$ p.m. |
| Monday - Friday | 6:00 a.m. $-2: 30$ p.m. |

Energy System/Kiln Forklift Operator - 4x4 24/7 coverage:
4x4 Days/Nights
$4 \times 4$ Days
5:30 a.m. - 5:30 p.m. 5:30 p.m. - 5:30 a.m.
5:30 a.m. - 5:30 p.m.

## Garage Mechanics:

$4 \times 4 \quad$ 6:30 a.m. $-6: 30$ p.m.

## Lumber Yard Cleanup:

$5 \times 8$ Dayshift (Mon - Fri) 8:00 a.m. $-4: 30$ p.m.

## Janitors:

Monday - Thursday
Friday - Sunday

$$
\begin{aligned}
& \text { 6:30 a.m. - 5:00 p.m. } \\
& \text { 6:30 a.m. - 6:30 p.m. }
\end{aligned}
$$

## Planerman:

CWW 24/5 12 hours $4 \times 4$

> See production schedule 6:30 a.m. - 6:30 p.m.
> (Mon - Sat)
> 7:00 a.m. - 7:00 p.m.
> (Sun)

## Welders:

CWW Weekend (Fri - Sun)
6:30 a.m. - 6:30 p.m. (Fri \& Sat)
7:00 a.m. - 7:00 p.m. (Sun)
CWW Weekend (Sat - Mon)
6:30 a.m. - 6:30 p.m. (Sat \& Mon)
7:00 a.m. - 7:00 p.m. (Sun)
$4 \times 10$ Monday - Thursday
6:30 a.m. - 5:00 p.m.

## Oilers:

CWW Weekend (Fri - Sun)
6:30 a.m. - 6:30 p.m. (Fri \& Sat)
7:00 a.m. - 7:00 p.m. (Sun)
CWW Weekend (Sat - Mon)
6:30 a.m. - 6:30 p.m. (Sat \& Mon)
7:00 a.m. - 7:00 p.m. (Sun)
$4 \times 10$ Monday - Thursday 6:30 a.m. - 5:00 p.m.

## Filers:

CWW 24/5 12 hours See production schedule

## Millwrights:

CWW 24/5 12 hours See production schedule
CWW Weekend (Fri - Sun)
6:30 a.m. - 6:30 p.m. (Fri \& Sat)
7:00 a.m. - 7:00 p.m. (Sun)
CWW Weekend (Sat - Mon)
6:30 a.m. - 6:30 p.m. (Sat \& Mon)
7:00 a.m. - 7:00 p.m. (Sun)

## Electricians:

CWW 24/5 12 hours See production schedule CWW Weekend (Fri - Sun)
6:30 a.m. - 6:30 p.m. (Fri \& Sat)
7:00 a.m. - 7:00 p.m. (Sun)
CWW Weekend (Sat - Mon)
6:30 a.m. - 6:30 p.m. (Sat \& Mon)
7:00 a.m. - 7:00 p.m. (Sun)

## Carpenter:

CWW Weekend (Fri - Sun) 6:30 a.m. - 6:30 p.m.
CWW Weekend (Sat - Mon) 6:30 a.m. - 6:30 p.m.

## Cleanup:

CWW 24/5 12 hours See production schedule $4 \times 10$ Monday - Thursday 6:30 a.m. - 5:00 p.m.

Friday - Sunday Nights (Spareboard)
6:30 p.m. - 6:30 a.m.
CWW Weekend Sawmill
(Fri - Sun) 6:30 a.m. - 6:30 p.m.
CWW Weekend Sawmill
(Sat - Mon) 6:30 a.m. - 6:30 p.m.
CWW Weekend Planermill
(Fri - Sun) 8:30 a.m. - 8:30 p.m. (Fri)
6:30 a.m. - 6:30 p.m. (Sat \& Sun)

Logyard:
Dayshift 5:30 a.m. - 4:00 p.m.

|  | Sun | Mon | Tues | Wed | Thurs | Fri | Sat |
| :--- | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Wagner |  | $X$ | $X$ | $X$ | $X$ | Fill by move up |  |
| Quality Loader |  |  | $X$ | $X$ | $X$ | Wagner |  |
| Prentice CTL |  | Fill by move up | $\mathbf{X}$ | $X$ | $X$ | $X$ |  |
| Reclaim Loader |  | Prentice | $\mathbf{X}$ | $\mathbf{X}$ | $\mathbf{X}$ |  |  |
| Bundler/Utility |  | $X$ | $X$ | $X$ | $X$ | Fill by move up |  |
| Bucker/Utility |  |  | $X$ | $X$ | $X$ | Quality Loader |  |
| Reclaim Op. |  |  | $X$ | $X$ | $X$ | Bundler |  |

Nightshift 4:00 p.m. $-2: 30$ a.m.

|  | Sun | Mon | Tues | Wed | Thurs | Fri | Sat |  |  |
| :--- | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Wagner |  | X | X | X | X |  |  |  |  |
| Quality Loader |  |  |  |  |  |  |  |  |  |
| Prentice CTL |  |  |  |  |  |  |  |  |  |
| Reclaim Loader |  | Move up to Quality Loader |  |  |  |  |  |  |  |
| Bundler/Utility |  | X | X | X | X |  |  |  |  |
| Bucker/Utility |  |  |  |  |  |  |  |  |  |
| Reclaim Op. |  |  |  |  |  |  |  |  |  |

[^0]
## JOB POSTING AND RELIEF AGREEMENT

## PURPOSE

To allow for the application of seniority (in accordance with Article 8.01) in job posting and relief opportunities.

## APPLICATIONS

1. All jobs will be posted except: Spareboard
2. The following Key jobs will have posted relief: Lumber Grader, Planer Feeder Setup, Canter Operator, Barker Operator, Wagner, Kiln Forklift, Energy System Operator

## POSTINGS

1. All jobs shall be posted within five (5) working days at appropriate locations, including all bulletin boards, for a minimum of seven (7) working days, exclusive of Saturdays, Sundays and Holidays, and a copy sent to the Union. The notice shall set out a job description, qualifications required for the job classification and wage rate. All jobs shall be awarded by mill seniority, with the senior bidder being trained to do the job or relief position. Temporary postings will be awarded to the senior qualified bidder.

Pulp Mill employees will be eligible to bid on Hinton Wood Products bidable jobs.

Hinton Wood Products Maintenance personnel are governed under Job, Department and Mill Seniority.
2. Key jobs will be awarded to the key job relief person with the most seniority.
3. Relief positions will be posted by crew and awarded by seniority.
4. Short Term vacancies will be filled by seniority dependant on qualifications and ability to do the work.
5. If a temporary non-maintenance vacancy occurs which potentially could exceed six (6) months, then the position will be posted as a permanent vacancy with a notation on the posting indicating that the position may end up as temporary, and the reason(s) why. If the original employee returns to work, then the employee being displaced will exercise his/her seniority rights as per Section 8:14. If another posting in the same classification is made available, the temporary notation moves from the first posting to the second posting.
6. If a temporary maintenance vacancy occurs due to sickness or accident, which potentially could exceed six (6) months, and the Company determines that the position needs to be filled, then the Company will advertise for a tradesperson for a temporary period of time. If an internal, qualified, nonmaintenance employee applies, then the employee will be given the opportunity to transfer to fill the vacancy. If the original employee returns to work, then employee holding the temporary posting will exercise his/her seniority rights as per Section 8.14.
7. Certain positions will require valid certification to be qualified to bid. (Kiln/Forklift, Energy System Operator, Planerman, Trades, Grader)
8. Apprentice postings are open to all site employees who meet the apprenticeship requirements.
9. Employees who have been awarded and have moved to a new job posting and stay in that new job posting beyond the thirty (30) working day trial period referred to below, $(10,11,12,13,14)$ shall not have the opportunity to apply for another job posting for a period of six (6) months from the date of transfer to the awarded job.
10. If an employee is awarded a job posting, transfers to the job and then chooses to return to his/her previous job classification within the first tour or one (1) week (minimum 36 hours), then the employee will be allowed to re-bid on other job postings.
11. If an employee is awarded a job posting, transfers to the job and then chooses to return to his/her previous job classification between the time allotted above and fourteen (14) working days, then the employee shall not have the opportunity to apply for another job posting for a period of twelve (12) months from the date he/she advises the Company of his/her choice.
12. If an employee is awarded a job posting, transfers to the job and then chooses to return to his/her previous job classification within fifteen (15) to thirty (30) working days, then the employee shall not have the opportunity to apply for another job posting for a period of eighteen (18) months from the date he/she advises the Company of his/her choice.
13. The Company maintains the right to return the employee to his/her previous classification for reasons of poor performance, with no posting penalties to the employee.
14. The "working days" referred to above will not be extended due to the employee taking Floaters, Vacation, Supplementary Vacation, Statutory Days Off in Lieu or Banked Time unless the time off was submitted in writing to his/her Supervisor before the job being posted. Exceptions for reasons such as personal difficulties may be considered.

## KEY JOB RELIEF

1. An employee can hold up to two (2) relief positions.
2. Canter, Planer Feeder, Wagner Operators, Barker Operator and Lumber Graders cannot hold relief.
3. For Relief positions, the same penalties as outlined above for job postings $(8,9,10,11,12)$ will apply for future relief postings. Working days for relief refers to those days accumulated while training and working in the relief position.
4. Relief positions and full time bid job must be held on the same crew. Relief positions will be paid at the rate of the relief job when relieving.
5. Employees may take their relief positions with them when they change shifts, in the same department, through the posting of a full time job or a temporary position.
6. People with Grading Tickets will not become a relief for a Grading position unless they successfully bid on a relief position.

## KEY JOB RELIEF TRAINING

1. Relief training will start as soon as practical.
2. While training the employee will receive the rate of the job they are moved up from. Once qualified and able, the worker will receive the rate for the job performed.

## Hinton Wood Products : REDUCTION OF FORCES

It is agreed that an employee being subject to layoff will have the opportunity to exercise his/her mill seniority to previously held positions or to positions that he/she is qualified and able to perform or to those positions identified on the biddable jobs list (this list to include the spareboard).

To facilitate the exercising of Mill Seniority where an individual has the Mill Seniority to work but not to bump to a previously held position or position he/she is qualified and able to perform, the training will be provided as per the pattern.
a) Up to two (2) days where the layoff is estimated to be in excess of ten (10) days.
b) Up to five (5) days where the layoff is estimated to be in excess of twenty-one (21) days.
c) Up to eight (8) days where the layoff is estimated to be in excess of thirty-five (35) days.
d) Up to ten (10) days where the layoff is estimated to be in excess of sixty (60) days.
e) Where the layoff is estimated to be in excess of ninety (90) days, the Company will discuss with the Local Union training provisions of up to fifteen (15) days.
f) Where a layoff results from a permanent partial plant closure or temporary closure in excess of ninety (90) days, the Company will participate in a program of training or re-training for another job within the operations to facilitate the exercising of mill seniority, recognizing there will be some limitations where special qualifications are required. Phasing in arrangements to implement the program shall be concluded prior to the closure.

Pulp Mill employees will be eligible to bump to the Hinton Wood Products biddable job list based on site seniority.

## Hinton Wood Products Biddable Jobs:

| Kiln Forklift | CTL Operator |
| :--- | :--- |
| Maintenance Cleanup | Shipping Forklift/carblocker |
| Oiler Trainee | Reclaim Operator |
| Planerman | Lumberyard Utility |
| Sticker Attendant | Material Handler |
| Spareboard | Tilthoist |
| Log bundler/debundler | Planer and Sawmill Bin |
| Operator |  |
| Yard Bucker | Planer Floor Cleanup |
| Logyard Utility | Utility Yard Cleanup |
| Janitor/Chipper Knife |  |
| Changer |  |



| FIBRE LINE DEPARTMENT | Position |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Digester Operator | 240 | 38.145 | 38.145 | 38.910 | 39.885 | 41.080 |
| Bleach Plant Operator | 243 | 37.635 | 37.635 | 38.390 | 39.350 | 40.530 |
| Assistant Operator | 260 | 35.335 | 35.335 | 36.040 | 36.940 | 38.050 |
| \#1 Field Operator | 235 | 32.510 | 32.510 | 33.160 | 33.990 | 35.010 |
| \#2 Field Operator | 232 | 30.995 | 30.995 | 31.615 | 32.405 | 33.375 |
| \#3 Field Operator | 493 | 30.725 | 30.725 | 31.340 | 32.125 | 33.090 |
| ** Relief Clean-Up | 250 | 27.530 | 27.530 | 28.080 | 28.780 | 29.645 |
| * Chemical Unloader | 242 | 32.255 | 32.255 | 30.550 | 31.315 | 32.255 |
| MACHINE ROOM/WAREHOUSE DEPARTMENT | Position |  |  |  |  |  |
| Head Operator | 200 | 37.380 | 37.380 | 38.130 | 39.085 | 40.260 |
| Machine Tender | 201 | 36.860 | 36.860 | 37.595 | 38.535 | 39.690 |
| \#2 Back Tender | 202 | 34.290 | 34.290 | 34.975 | 35.850 | 36.925 |
| Stock Preparation Operator | 239 | 33.805 | 33.805 | 34.480 | 35.340 | 36.400 |
| Car Loader | 281 | 29.950 | 29.950 | 30.550 | 31.315 | 32.255 |
| Utility | 005 | 29.950 | 29.950 | 30.550 | 31.315 | 32.255 |
| ** Relief Clean-Up | 250 | 27.530 | 27.530 | 28.080 | 28.780 | 29.645 |
| * Distribution Transportation Assistant (L.H. + 6\%) | 106 | 30.255 | 31.010 | 31.785 | 32.740 | 32.740 |
| MAINTENANCE DEPARTMENT | Position |  |  |  |  |  |
| Mechanic "A" |  | 37.215 | 37.215 | 37.960 | 38.910 | 40.075 |
| Lubrication Mechanic II (after 3 years) | 107 | 34.375 | 34.375 | 35.065 | 35.940 | 37.020 |
| Lubrication Mechanic I (2nd and 3rd years) | 1106 | 32.290 | 32.290 | 32.935 | 33.760 | 34.775 |



| OFFICE AND CLERICAL LINES OF PROGRESSION |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| ACCOUNTING DEPARTMENT | Position |  |  |  |  |  |
| Accounting Technician | 5204 | 30.800 | 30.800 | 31.415 | 32.200 | 33.165 |
| ** Sr. Accounting Clerk/Cashier | 5201 | 29.650 | 29.650 | 30.245 | 31.000 | 31.930 |
| Fixed Assets Clerk | 5202 | 29.650 | 29.650 | 30.245 | 31.000 | 31.930 |
| ** Voucher Clerk | 5203 | 28.505 | 28.505 | 29.075 | 29.800 | 30.695 |
| STORES DEPARTMENT |  |  |  |  |  |  |
| ** Stock Records Clerk | 5100 | 30.725 | 30.725 | 31.340 | 32.125 | 33.090 |

## TRADES APRRENTICESHIP TRAINING AND RATES APPLICABLE THERETO

1. Where the Company intends to hire Apprentices its clear intent is to hire them from inside the present work force. However, where the Company has determined that an immediate need exists for a Mechanic ' $A$ " and fails to recruit from the outside, it reserves the right to hire a third $\left(3^{\text {rd }}\right)$ year Apprentice.
2. The Apprenticeship Schedule of Rates as set out shall be in effect during the life of this Agreement and shall apply to Apprentices indentured with the Company during the life of this Agreement.
3. The Company will grant leaves of absence to indentured Apprentices during this training program in order that they may attend the Provincial Technical Schools as required to complete the Apprenticeship. The Company shall pay the Apprentice while attending the Provincial Technical Schools the difference between the Government allowance and his/her regular straight time rate at forty (40) hours per week.
4. The company agrees to grant the increase in pay to an Apprentice who has successfully completed an examination retroactive to the day the apprentice sat for the examination as per the Apprentice Schedules of Rates set out.
5. An employee who is enrolled in the Company Apprenticeship Program and successfully meets the examination requirements of his/her term or year of the program, will receive the applicable wage increase as per the Trade's Schedule of Rates, retroactive to the most recent anniversary date of his/her indenture ship in the Apprenticeship Program. This provision shall be applicable to those Apprentices who were not accommodated in a timely manner by the Provincial Training Schools to complete the last period of their Apprenticeship Training within the time parameters provided.
6. The Company is hereby clarifying that there will be no Apprentices called out unless the Company is unable to get a Journeyman to do the job.
7. Effective June 1, 1992 Apprentices, indentured after this date will be reimbursed fifty percent (50\%) of the cost of text books, within their trade, listed by the

Provincial Technical Schools upon attaining the examination requirements of his/her term or year of the program. The Employee will retain these text books as his/her personal property.
8. It is agreed that the hourly rate for the Sawfiling trade in the apprenticeship program are as per the Apprenticeship Schedules of Rates.

## Second Trade Certification Guidelines :

a) All trades-people will be assigned or designated within a specific core trade.
b) Postings for $2^{\text {nd }}$ trade opportunities will be trade specific in related trades. The Company will post for apprenticeships as required, in order to obtain the maintenance skills needed.
c) The Company will decide the related trades. For example, electrician/ instrumentation, millwright/ welder, millwright/pipefitter, millwright/machinist, pipefitter/welder, heavy duty mechanic/millwright, heavy duty mechanic/welder, planerman/ electrician.
d) The Company will determine and indicate on the posting which core trade the successful candidate will work in once they have successfully completed their $2^{\text {nd }}$ trade certification.
e) Tradesmen applying for a second trade must be employed in the maintenance department.
f) $2^{\text {nd }}$ trade apprentices will be paid journeyman rate.
g) Apprentice trade seniority will remain in their designated core trade.
h) $2^{\text {nd }}$ trade apprentices may be used be utilized independently in their current core trade while they are attaining their $2^{\text {nd }}$ certification. This will not detract from acquiring necessary hours to satisfy the apprenticeship program requirements.
i) If more than one applicant applies for a $2^{\text {nd }}$ trade apprenticeship the existing guidelines for apprenticeship selection (except aptitude testing) will be used.
j) Upon completion of a second trade, employees will be required to fully utilize all skills.


## APPENDIX "A" HINTON WOOD PRODUCTS

Notes: Refer to section 8:11 for a list of posted jobs
Flex rate of $\$ .045$ for Operations $\& \$ 1.06$ for Maintenance rolled into all rates - June 1 , 2003 .

| PRODUCTION | June 1/12 | Jun1/13 | $\begin{gathered} \text { Jun } 1 / 14 \\ 2.0 \% \end{gathered}$ | $\begin{gathered} \text { Jun } 1 / 15 \\ 2.5 \% \end{gathered}$ | $\begin{gathered} \text { Jun } 1 / 16 \\ 3.0 \% \end{gathered}$ |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Kiln Energy Sys. Op. | 34.055 | 34.055 | 34.735 | 35.605 | 36.675 |
| Lumber Grader | 33.805 | 33.805 | 34.480 | 35.340 | 36.400 |
| Canter Operator (1\&2) | 33.535 | 33.535 | 34.205 | 35.060 | 36.110 |
| CTL Loader Operator | 32.510 | 32.510 | 33.160 | 33.990 | 35.010 |
| Wagner Operator | 32.510 | 32.510 | 33.160 | 33.160 | 35.010 |
| Kiln Forklift Operator 4th Class | 31.745 | 31.745 | 32.380 | 33.190 | 34.185 |
| Log Loader (Komatsu) | 31.510 | 31.510 | 32.140 | 32.945 | 33.935 |
| Log Loader | 31.245 | 31.245 | 31.870 | 32.665 | 33.645 |
| Yard Quality Loader | 30.725 | 30.725 | 31.340 | 32.125 | 33.090 |
| Kiln Forklift Operator | 28.165 | 28.870 | 29.590 | 30.480 | 30.480 |
| Barker Operator | 29.950 | 29.950 | 30.550 | 31.315 | 32.255 |
| Prime Sort Operator | 29.950 | 29.950 | 30.550 | 31.315 | 32.255 |
| Planer Feeder-Set UP | 29.950 | 29.950 | 30.550 | 31.315 | 32.255 |
| Yard Reclaim Loader | 29.705 | 29.705 | 30.300 | 31.060 | 31.990 |
| Sawmill Forklift | 29.705 | 29.705 | 30.300 | 31.060 | 31.990 |
| Planer Infeed Forklift | 29.705 | 29.705 | 30.300 | 31.060 | 31.990 |
| Log Inventory Utility | 29.705 | 29.705 | 30.300 | 31.060 | 31.990 |
| Planer Outfeed Forlift | 29.450 | 29.450 | 30.040 | 30.790 | 31.715 |
| Shipping Forklift Operator | 29.450 | 29.450 | 30.040 | 30.790 | 31.715 |
| Strapper Operator | 29.210 | 29.210 | 29.795 | 30.540 | 31.455 |
| Autowrapper Operator | 29.210 | 29.210 | 29.795 | 30.540 | 31.455 |

## APPENDIX "A" HINTON WOOD PRODUCTS

## PRODUCTION

June 1/12 Jun1/13 Jun 1/14 $2.0 \%$

| 28.955 | 28.955 | 29.535 | 30.275 | 31.185 |
| :--- | :--- | :--- | :--- | :--- |
| 28.955 | 28.955 | 29.535 | 30.275 | 31.185 |
| 28.955 | 28.955 | 29.535 | 30.275 | 31.185 |
| 28.955 | 28.955 | 29.535 | 30.275 | 31.185 |
| 28.690 | 28.690 | 29.265 | 29.995 | 30.895 |
| 28.440 | 28.440 | 29.010 | 29.735 | 30.625 |
| 28.440 | 28.440 | 29.010 | 29.735 | 30.625 |
| 28.440 | 28.440 | 29.010 | 29.735 | 30.625 |
| 28.440 | 28.440 | 29.010 | 29.735 | 30.625 |
| 28.440 | 28.440 | 29.010 | 29.735 | 30.625 |
| 27.980 | 27.980 | 28.540 | 29.255 | 30.135 |
| 27.980 | 27.980 | 28.540 | 29.255 | 30.135 |
| 27.980 | 27.980 | 28.540 | 29.255 | 30.135 |
| 27.980 | 27.980 | 28.540 | 29.255 | 30.135 |
| 27.980 | 27.980 | 28.540 | 29.255 | 30.135 |
| 27.750 | 27.750 | 28.305 | 29.015 | 29.885 |
| 27.530 | 27.530 | 28.080 | 28.780 | 29.645 |
| 27.530 | 27.530 | 28.080 | 28.780 | 29.645 |

## APPENDIX "A" HINTON WOOD PRODUCTS

## MAINTENANCE

| Mechanic "A" | 37.215 | 37.215 | 37.960 | 38.910 | 40.075 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Electrician "A" | 37.215 | 37.215 | 37.960 | 38.910 | 40.075 |
| Benchman | 37.215 | 37.215 | 37.960 | 38.910 | 40.075 |
| Carpenter - Certified | 37.215 | 37.215 | 37.960 | 38.910 | 40.075 |
| Welder | 37.215 | 37.215 | 37.960 | 38.910 | 40.075 |
| Heavy Duty Mechanic | 37.215 | 37.215 | 37.960 | 38.910 | 40.075 |
| Planerman | 37.215 | 37.215 | 37.960 | 38.910 | 40.075 |
| Circular Filer | 34.925 | 34.925 | 35.625 | 36.515 | 37.610 |
| Lube Mechanic II (after 3 years) | 34.375 | 34.375 | 35.065 | 35.940 | 37.020 |
| Lube Mechanic 1 (2nd \& 3rd years) | 32.290 | 32.290 | 32.935 | 33.760 | 34.775 |
| Oiler Trainee | 29.925 | 29.925 | 30.525 | 31.290 | 32.230 |
| Maint. Cleanup II | 27.980 | 27.980 | 28.540 | 29.255 | 30.135 |
| Maint. Cleanup I | 27.750 | 27.750 | 28.305 | 29.015 | 29.885 |
| Janitor/Chip Knife Changer | 27.745 | 27.745 | 28.300 | 29.010 | 29.880 |

## APPENDIX "B" EMPLOYEE RETIREMENT BENEFIT PLAN

The parties agree to a Pension Review Committee during the term of the Collective Agreement to further explore options regarding the CEP/Industry Pension Plan. The Committee will be comprised of equal representation from both Union and Management. Lost time wages while working jointly will be covered by the Company. Jointly appointed consultants will be paid by the Company. Any recommendations made by the parties must be ratified by their respective principals prior to implementation.

Amend the Plan effective January 1, 1996 to provide:

## 1. Retirement Benefit

(a) For participants of the plan a monthly retirement benefit based on a formula using 1.3\% multiplied by the participant's credited service, multiplied by the participant's average monthly earnings for the best three (3) years of the past six (6) years commencing the June 1 preceding or coincident with the participant's retirement date.

The monthly earnings for the applicable year will be determined by multiplying the participant's job rate on June 1 by 162.5 hours for clerical support participants averaging a thirty seven and one half (37.5) hour work week; by 182 hours for participants averaging a forty-two (42) hour work week; and 173.3 hours for participants averaging a forty (40) hour work week, and adding 1/12th of the actual premium pay received by the participant during the preceding twelve (12) month period. Premium pay is defined as shift differential, continuous operating premium and Sunday premium;
or fifty dollars (\$50.00) multiplied by credited years of service;
or the retirement benefit level as established at December 31, 1983, whichever is the greater.
(b) Participants of the Plan who retire between June 1, 1994 and December 31, 1995 will have their retirement benefits recalculated effective January

1, 1996 to reflect the formula in (a) above. The recalculated retirement benefit will be retroactive to the date of retirement.
(c) Retirement benefits for vested former participants will be the calculated benefit earned to date of termination.

For funding calculation purposes, retirement benefit calculations for the participant's earnings will not exceed an overall cumulative increase of three percent (3\%) per year from June 1, 2003.

## 2. Retirement Benefit Adjustment for Retirees

Retired participants retired prior to the month of June will receive a retirement benefit adjustment commencing June 1, 1996 and continuing each year thereafter. The retirement benefit adjustment will be based on fifty (50\%) of the year over year CPI (Canada) change, for the previous June to June period. The retirement benefit adjustment will not exceed two and one half percent (2.5\%) per year. Payment of the adjustments will commence within 60 days, retroactive to June each year.

## 3. Vesting

Vesting after two (2) years of continuous plan membership after January 1, 2000.

## 4. Early Retirement

Early retirement at age sixty (60) with full pension with no actuarial reduction.

## 5. Actuarial reduction

| Age 55 | $18 \%$ |
| :--- | ---: |
| Age 56 | $14 \%$ |
| Age 57 | $10 \%$ |
| Age 58 | $6 \%$ |
| Age 59 | $3 \%$ |
| Age 60 | $0 \%$ |

## 6. Bridge Benefit

Retroactive to June 1, 1994, a participant who retires on or after age fifty-five (55) shall be eligible to receive a monthly bridge benefit of twenty (\$20.00) per year of credited service commencing at the later of age sixty (60) or retirement date and continuing until the participant reaches age sixty-five (65).

## 7. Normal Form of Pension

The normal form of pension will provide monthly pension payments for life with a guarantee of a $60 \%$ Joint/Survivor benefit payable to the spouse or nominee for their lifetime
Married participants will be limited to an optional form of pension on retirement that does not pay a higher monthly amount than the normal form of pension.

## 8. Service

All service prior to June 1, 1962 to be applicable.
9. Credited Service

| Hours Worked | \% Credited |
| :--- | :---: |
| 1560 hours or more | $100 \%$ |
| 1040 hours to 1559 hours | $75 \%$ |
| 520 hours to 1039 hours | $50 \%$ |
| less than 520 hours | $25 \%$ |

The hours counted include vacation pay hours, holiday pay hours, lost time hours that are compensable under Workers' Compensation, the Accident \& Sickness Program and the Long Term Disability Plan.

The credit will be the hours the employee is normally paid for in an average work week ( $371 / 2,40$ or 42 hours as applicable.) This would only apply to employees who lost time more than two (2) weeks in any period of absence defined above.

## 10. Death Benefit

If at the time of an employee's death, he/she is vested in the pension plan, his/her spouse will receive a benefit equal to $60 \%$ of the value of the pension he/she had earned for service from January 1, 1986 to December 31, 1999; plus, $100 \%$ of the value earned for service after January 1, 2000.

In the event the employee does not have a spouse, the $100 \%$ will be payable to the employee's named beneficiary. His/her spouse may elect to receive this benefit as an immediate lifetime pension. In the absence of such an election, the benefit will be transferred to a

Restricted Registered Retirement Savings Plan or other vehicle to provide a pension beginning at a later date.

## 11. El Premium

The 5/12th employee's share of the El premium reduction will be retained by the Company to be used to cover costs associated with the Employee's Retirement Benefit Plan.

## 12. Retiree Benefits

(a) The Company will provide one hundred percent (100\%) of the Health Care and Blue Cross coverage premium for employees who retire early for a period of one (1) year from the date the employee retires, effective June 1, 1992.
(b) Effective April $2^{\text {nd }}$, 2013 the Company will provide basic Medical and limited Extended Health Benefits (including Vision Care), to retired West Fraser Mills Ltd. employees. Extended Health Benefits to a lifetime maximum of thirty thousand dollars $(\$ 30,000)$ per retiree and per spouse (if applicable) commencing with the date of retirement.

The Company will pay one hundred percent (100\%) of the premiums on a reimbursement system.

This benefit will be available for future and present retirees with ten (10) or more years of continuous service. Retirees must meet eligibility requirements of Health Care and be age fifty-five (55) or older.

## 13. Administration

The Company and Union will establish a Joint Retirement Committee comprised of two (2) representatives from the CEP, two (2) from the Company and the Plan's Actuary.

The Joint Retirement Committee will meet at least annually.

The Company will provide to the Joint Retirement Committee:
(a) Reports filed with regulators.
(b) Actuarial and update reports.
(c) Income results from Money Managers.
(d) Company contribution on behalf of participants.
(e) List of Pensioners and pensions in payment.

|  | Group Life | A.D.\&D. |
| :---: | :---: | :---: |
| June 1, 2012 | $\$ 98,500$ | $\$ 98,500$ |
| June 1, 2013 | $\$ 98,500$ | $\$ 98,500$ |
| June 1, 2014 | $\$ 100,470$ | $\$ 100,470$ |
| June 1, 2015 | $\$ 102,980$ | $\$ 102,980$ |
| June 2, 2016 | $\$ 106,070$ | $\$ 106,070$ |

(f) List of deferred vested participants.

## 14. Contributions

A participant is not required to contribute to the Plan.

## 15. Stacked Pension Benefit

The Plan is not integrated with the Canada Pension Plan nor Old Age Security.

## GROUP LIFE \& A.D. \& D. PROGRAM

The coverage limit for group term life insurance and AD\&D will be adjusted in each year of the agreement consistent with the percentage increase in general wage rates.
(a) Accidental Death and Dismemberment Coverage Schedule to reflect the current insurance carrier's benefit levels.

It is agreed that the Company will contribute one hundred percent ( $100 \%$ ) of the cost of this Group Life Insurance and A.D. \& D. premium.

The Company will grant twenty thousand dollars ( $\$ 20,000.00$ ) additional voluntary insurance at the rate applicable. This will be one hundred percent (100\%) paid for by the employee, available on a one time basis, it
being understood that a single employee who marries and wishes the additional voluntary insurance may apply at time of marriage.

The Company agrees that effective October 1, 1981 the Company will amend their appropriate insurance policy in regard to employee A.D. \& D. as follows: Under Schedule of Losses and Benefits.

| LOSS | Percentage <br> of Amount <br> Insured |
| :--- | :---: |
| Quadriplegia (total paralysis of both <br> upper and lower limbs). | $200 \%$ |
| Paraplegia (total paralysis of both <br> lower limbs). | $200 \%$ |
| Hemiplegia (total paralysis of lower <br> and upper limbs on one side of the <br> body). | $200 \%$ |

There shall be no further changes to this Group Life and A.D. \& D. program or its equivalent during the life of this Agreement except by mutual consent of the Parties to this Agreement.

## HEALTH CARE

The Parties agree to form a committee to investigate the feasibility of a Jointly Trusteed Health and Welfare Plan. This committee will communicate its findings during the term of the renewed labour agreement.

Effective September 1, 1976 the Company will contribute one hundred percent ( $100 \%$ ) of the cost of the employee's coverage for this plan during the life of this Agreement.

## BLUE CROSS

Effective September 1, 1976 the cost of the Blue Cross Plan will be borne one hundred percent (100\%) by the Company.

The Company agrees to provide the Direct Billing Plan on an eighty percent ( $80 \%$ ) to twenty percent ( $20 \%$ ) pay
ratio on prescription fees, effective October 1, 1980. This will be paid one hundred percent (100\%) by the Company.

Effective April 2, 2013 the Blue Cross Extended Health Benefit Plan will provide the following coverage:
(a) Clinical Psychologist fees to a maximum of three hundred and fifty dollar (\$350.00) per member, per spouse and per dependent per calendar year.
(b) Foot Orthotics to a maximum of two hundred and fifty dollars (\$250.00) per person per calendar year.
(c) Hearing Aid Coverage for employees, spouses and dependants to a maximum benefit payable during a three (3) calendar year period of six hundred dollars ( $\$ 600.00$ ). Payment will be made for maintenance, batteries or recharging devices or other such accessories.
(d) Acupuncture treatment to a maximum of one hundred and fifty dollars (\$150.00) per calendar year.
(e) Physiotherapist/Massage Practitioner to a combined maximum of three hundred dollars (\$300.00) per calendar year.
Effective January 1, 1999 the Blue Cross Extended Health Benefit Plan will provide for the reasonable and customary charges for needles, urine and blood glucose testing strips for monitoring and treatment of diabetes and an allowance of one hundred and seventy-five dollars (\$175.00) towards the purchase of a blood testing monitor on the written order of a Physician once in any five (5) consecutive year period.

## SUPPLEMENTARY HEALTH CARE PLAN

Effective June 1, 1997 health care costs, including eye examinations, which were previously covered under the Health Care medical plan, but have been or will be discontinued during the term of this Agreement, will be reimbursed by the Company to an annual maximum of one hundred and fifty dollars ( $\$ 150.00$ ) per employee, per spouse and per dependent. This benefit will be covered under the Extended Health Benefit Program.

## SICKNESS, ACCIDENT, WEEKLY INCOME PROTECTION PLAN

## (a) Pulpmill \& Sawmill

The Company agrees to maintain the Sickness, Accident, Weekly Income Protection Plan introduced June 1, 1970 that will pay an employee seventy percent ( $70 \%$ ) of the employee's normal weekly earnings on the first (1st) day of disability due to non-occupational accident and first (1st) day of hospitalization for an illness, and the fourth (4th) day of disability due to sickness (counting from the day the employee sees the doctor) and payable for a maximum of fifty-two (52) weeks.
(i) For those employees on the ten (10) hour Compressed Work Week Schedule, payment of Weekly Indemnity shall be forty (40) times the employee's regular hourly card rate, times seventy percent ( $70 \%$ ), divided by seven (7), which would equal the daily rate of sick benefit.

The Weekly Indemnity Plan will commence on the first (1st) day of disability due to non-occupational accident, and the first (1st) day of hospitalization for an illness, and on the fourth (4th) day of disability due to sickness (counting from the day the employee sees the doctor); and payable for a maximum of fiftytwo (52) weeks for those employees on the ten (10) hour Compressed Work Week Schedule.
(ii) For those employees on the twelve (12) hour Compressed Work Week Schedule, payment of Weekly Indemnity shall be forty-two (42) times the employee's regular hourly card rate, times seventy percent ( $70 \%$ ), divided by seven (7), which would equal the daily rate of sick benefit.

The Weekly Indemnity Plan will commence on the first (1st) day of disability due to non-occupational accident, and the first (1st) day of hospitalization for an illness, and on the third (3rd) day of disability due to sickness (counting from the day the employee sees the doctor); and payable for a maximum of fiftytwo (52) weeks for those employees on the twelve (12) hour Compressed Work Week Schedule.

The Company agrees to pay one hundred percent (100\%) of the cost of this Plan.
(b) Office \& Clerical Group Short \& Long Term Continuance Plans

| Short Term Plan Service | $\begin{aligned} & \text { Full } \\ & \text { Pay } \\ & \hline \end{aligned}$ | $\begin{array}{\|c\|} \hline 662 / 3 \% \\ \text { Pay } \end{array}$ | Long Term Plan |
| :---: | :---: | :---: | :---: |
| Less than 1 year | 2 wks | 15 wks | 18th wk to age 65 |
| 1 year - 2 years | 3 wks | 14 wks | 18th wk to age 65 |
| 2 years - 3 years | 4 wks | 13 wks | 18th wk to age 65 |
| 3 years - 4 years | 5 wks | 12 wks | 18th wk to age 65 |
| 4 years - 5 years | 6 wks | 11 wks | 18th wk to age 65 |
| 5 years - 6 years | 7 wks | 10 wks | 18th wk to age 65 |
| 6 years - 7 years | 8 wks | 9 wks | 18th wk to age 65 |
| 7 years - 8 years | 9 wks | 8 wks | 18th wk to age 65 |
| 8 years - 9 years | 10 wks | 7 wks | 8th wk to age 65 |
| 9 years - 10 years | 11 wks | 6 wks | 18th wk to age 65 |
| 10 years - 11 years | 12 wks | 5 wks | 18th wk to age 65 |
| 11 years - 12 years | 13 wks | 4 wks | 18th wk to age 65 |
| 12 years - 13 years | 14 wks | 3 wks | 18th wk to age 65 |
| 13 years - 14 years | 15 wks | 2 wks | 18th wk to age 65 |
| 14 years - 15 years | 16 wks | 1 wk | 18th wk to age 65 |
| 15 years or more | 17 wks | ------- | 18th wk to age 65 |

The Company agrees to pay one hundred percent (100\%) of the cost of the Short Term Plan and eighty-five percent ( $85 \%$ ) of the Long Term Plan, and the employee pays fifteen percent (15\%) of the Long Term Plan.

Details of terms and conditions covering the above Plans are available at the applicable Human Resources Department.

Effective April 2, 2013 the Weekly Indemnity Plan will be amended to assume all costs for completion of forms required by the carrier. It is agreed that the cost for completion of forms will not exceed Fifty (\$50) for each form.

If necessary, return to work forms detailing work restrictions will be reimbursed by the Company upon submission of receipt.

## DENTAL PLAN

Compulsory for all eligible employees. The Company will contribute eighty-five percent ( $85 \%$ ) of the premium cost of this Plan and the employee will contribute fifteen percent (15\%) of the premium cost of this Plan.

Effective June 1, 2000 basic dental coverage increases from eighty-five percent ( $85 \%$ ) to ninety percent ( $90 \%$ ).

Effective April 2, 2013 orthodontic coverage increases to provide fifty percent (50\%) orthodontic benefit to a maximum of Four thousand dollars $(\$ 4,000.00)$ per employee, per spouse, and per dependent.

There shall be no further changes to this program or its equivalent during the life of this Agreement except by mutual consent of the Parties to this Agreement.

## LONG TERM DISABILITY INCOME PROTECTION PLAN - PULPMILL, SAWMILL AND OFFICE \& CLERICAL

The Company will contribute eighty-five percent (85\%) of the cost of this Plan. Employees will contribute fifteen percent (15\%) of the cost of this Plan.

The amount of monthly indemnity payable shall be equal to fifty percent (50\%) of the normal basic wages of the employee.

The benefits from this Plan combined with all other disability income plans from government sources to
which the employee is entitled will not exceed eighty percent ( $80 \%$ ) of the employee's basic wage at date of disability.

The above will apply to employees presently on L.T.D. and all employees on Weekly Indemnity who end up on L.T.D.

Employees in receipt of disability payments from this Plan will continue to be covered under his/her employer's medical, extended health, dental and vision plans. Coverage under the employer's Group Life and A.D. \& D. plans will also continue in accordance with the conditions of those plans.

When an employee becomes totally disabled under this plan, they shall have the option of taking all outstanding earned time off with pay, such as vacations, supplementary vacations, statutory holidays, special (personal) floating holidays and any half-time portion of banked overtime.

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

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

Pension Accrual - while receiving benefits under the Long Term Plan the employee will continue to accrue full pension credits as though still actually working, at no cost to the employee.

Participation in Group Insurance - An employee receiving Long Term Plan benefits, who was participating in the Group Life Insurance Plan at commencement of disability will continue to enjoy Group Life Insurance coverage at no cost to the employee.

There shall be no further changes to this program or its equivalent during the life of this Agreement except by mutual consent of the Parties to this Agreement.

Effective April 2, 2013, Long Term Disability Plan will be amended to assume all costs for completion of forms required by the carrier. It is agreed that the cost for completion of forms will not exceed Fifty (\$50) for each form.

If necessary, return to work forms detailing work restrictions will be reimbursed by the Company upon submission of receipt.

## VISION CARE FOR EMPLOYEES AND DEPENDENTS

Effective April 2, 2013 payment, up to a maximum of four hundred dollars (\$400.00) per person in any twenty-four (24) consecutive month period, for charges incurred relative to the purchase of lenses and frames or contact lenses when prescribed by a person legally qualified to make such prescription; provided, however, that if the eyeglasses are for an employee for use while working in a mill they must be safety lenses and frames. This may also be used to provide coverage for laser surgery procedures.

## SURVIVING SPOUSE \& DEPENDENT COVERAGE

The Company will provide one hundred percent (100\%) of the Health Care coverage premium, the Blue Cross coverage premium and the Dental Coverage premium for the surviving spouse and family of an employee for a period of one (1) year from the date of death of an employee. Effective June 1, 1992.

## MATERNITY BENEFITS

Effective June 1, 1994, the Company will apply the principles of the Brooks/Safeway and Parcels/Red Deer Hospital court decisions concerning eligibility for Weekly Indemnity benefits during the period of total disability while pregnant and following the birth of the child.

The Company will provide payment of the difference between the E.I. Maternity Benefits paid and the
employee's normal Weekly Indemnity benefit, during the total disability period (normally 12 weeks) following the birth of the child.

## DEPENDENT COVERAGE

Effective June 1, 1994, children over nineteen (19) years of age who are dependent by reason of mental or physical disability and who depend solely on the employee for support are also covered under Health Care (subject to acceptability of the AHC Plan), Dental and Extended Health Benefits, (including Vision Care). Dependent changes after an employee's initial sign-up must be made at the applicable Human Resources Department.

> Letters of Understanding Memorandum of Agreement Letters of Agreement Notes of Understanding

Both HP \& HWP - Pages 140-152
Hinton Pulp - Pages 153-181
Hinton Wood Products - Pages 182-192
(See Table of Contents on Page 2 for list)

1. In this letter, agreement includes the Labour Agreement and other verbal or written agreements.
2. Flexible work practices are about how the Company plans, organizes and assigns work to get jobs done in the most productive manner. It is about removing work restrictions to enable the Company to be more effective and efficient, to reduce costs and downtime and to increase quality and overall productivity. It is based on the principle that all employees will safely utilize all their existing skills, maximize their productivity and learn and use new skills to enhance their effectiveness.
3. In the implementation and application of flexible work practices as defined in paragraph 2, then, and for that purpose only, this letter on flexible work practices will supersede any agreements and local practices.
4. In implementing flexible work practices and in considering how those practices impact on existing work practices and the terms of any agreements, the parties agree to the principles set out below.
5. The efficiencies that result from flexible work practices are also intended to assist in fulfilling the intention of Section 3 - item 3:03 (c) of the Labour Agreement.
6. The primary responsibility for the operation of the mill will remain with the operators and the primary responsibility for maintaining the mill will remain with trade's persons.
7. All work will be performed in a manner consistent with safety articles of the Labour Agreement as well as the company's safety rules and the regulations issued by Alberta Occupational Health and Safety. It is recognized that some tasks can only be performed by employees who possess certain government certifications and in that instance, the work will only be performed by employees who possess the required government certificate.
8. The Company and the Union will meet to discuss a module based training program that will enhance the existing skills of employees. They will also discuss
the option of using trainers from the bargaining unit to assist in the design and delivery of the training modules. The Company will design and introduce new training programs to facilitate the implementation of and evolution of flexible work practices.
9. All employees will be required to complete training programs as prescribed by the Company and utilize new skills acquired as a result of training. Training will be consistent for all employees in each job classification as defined by the business areas at each Division.
10. The parties recognize that the acquisition of new skills that facilitate the implementation of flexible work practices is an ongoing process and will continue over time to support the changing needs of the businesses.
11. The following payments will be made for flexible work practices:

| Maintenance Employees - | $\$ 0.95$ per hour |
| :--- | :--- |
| All other Employees | $\$ 0.40$ per hour |

To be implemented as follows:

- Effective June 1, 2003 all flexible work practice payments will be rolled into the wage rates.
- Apprentices will be paid the maintenance premiums in the usual proportion.
The same delineation which defines who "all other" Employees are and who is a Maintenance Employee shall apply to the payment of premiums. Maintenance employees will include: Mechanic "A", Electrician "A", Welder, Heavy Duty Mechanic, Lube Mechanics II, Benchman and Planerman.
The parties agree that there will be no pyramiding of credits under the job evaluation plan for duties that are being compensated for under the flexible work practices agreement, unless the changes constitute new regular job duties added to the classification as defined by the job evaluation plan. The new regular job duties must result from either new or changed procedures/equipment or from the permanent reassignment of duties from another job classification.

12. Training programs implemented under point (8) are not intended to force qualification in another trade.
13. No trades person or apprentice will be involuntarily displaced from their respective trade on a permanent basis as a result of the implementation of flexible work practices.
14. It is not intended that flexible work practices shall result in a trades person being assigned to a non trades classification when someone outside of his trade is performing his trade core duties.
15. The Company agrees that no employee's regular job rate will be reduced when he is assigned to perform work under this work place flexibility agreement. This does not apply to an employee who is laid off or whose job is temporarily curtailed and is recalled or works in a different job category on the basis of mill seniority.
16. The Company commits to maintain apprenticeship agreements.
17. For the term of the renewed Labour Agreement, the Company and the Union agree to establish and participate in a Union/Management Executive Council which will meet quarterly to discuss issues related to productivity, morale, profitability, work opportunities, market conditions and any alleged discrimination, the ongoing effectiveness of flexible work practices and any other problems related to flexible work practices. The Union/Management Executive Council will be composed of:

- Senior Vice-Presidents of West Fraser Mills Ltd.
- Senior Site Managers
- Senior Human Resources Representatives
- Vice-President, Western Region, CEP (or his/her designate)
- The Local Union Executive.

18. The parties agree that disputes relating to the implementation of this letter shall be reviewed by the Union/Management Executive Council which will make every effort to resolve these disputes in accordance with the spirit and terms of this letter.
19. For further clarification and guidance regarding the points covered in this letter, please refer to "Notes of

Understanding on the "Flexible Work Practices Letter of Understanding" dated April 1, 1999."
20. In the event a dispute arises about the interpretation or application of the flexible work practices, that dispute shall be submitted for final and binding expeditious arbitration to Andrew C.L. Sims, Q.C. as a single referee. The procedure adopted shall be analogous to that used under the B.C. industry settlement. The referee shall determine the issue by a summary process, taking into consideration the terms of the Flexible Work Practices Agreement, the practices and rulings under the similar B.C. industry agreements and the discussions on the issue during the negotiating process.

FOR THE UNION
D. Boucher

FOR THE COMPANY
P. Lanosky

## NOTES OF UNDERSTANDING ON THE "FLEXIBLE WORK PRACTICES LETTER OF UNDERSTANDING" SHALL FORM PART OF THE RECORD OF NEGOTIATIONS.

1. In the application of Items \#2 and \#3, the Company commits that Flexible Work Practices will have no impact on the contractual application of seniority in regards to vacations, temporary 30 or 60 day moveups as per 8:07 (c \& d), permanent promotions, job postings, layoffs, permanent demotions, permanent transfers, rehiring, moving from day to shift positions, and from shift to day positions.
2. In the assignment of flexible work, seniority will not be the determining factor, however, the Company is mindful of seniority within the lines of progression. The Company commits that work practices will be applied in a common sense manner in accordance with the goals of the Flexibility letter. It is not our intention to flex for the sake of flexing nor is it our intention to take the "stick in the eye approach".
3. In the application of Item \#8, the Company recognizes that Union input on training matters is valuable and can contribute to the effectiveness of flexibility training, therefore, the Company commits to give serious consideration to such timely input.
4. In the application of Item \#8, the Company recognizes that there are many cases where the use of hourly trainers makes sense. In some cases the use of hourly trainers is the most effective way to deliver training. Skill as a tradesman or experience as an operator or length of service with the Company does not necessarily equate with effective training. Although the Company must retain the ability to select the right people to do the training to meet our management responsibilities, we commit to work cooperatively with the Union to identify potential union trainers.
5. For the purposes of payment of premiums as outlined in Item \#11, Maintenance Employees will also include Tool Crib Attendant, Instrument Mechanic, Carpenter, Millwright, Machinist, Painter, Tinsmith, Lagger, Pipefitter, HVAC Mechanic and FRP Person.
6. In the application of Item \#13 and \#14, the Flexibility letter gives employment security to all employees employed at the date of ratification who are displaced as a direct result of the implementation, or application of flexibility. The Flexibility letter gives further "job category" protection to tradesmen; except through voluntary attrition. The Company recognizes that there may be new work opportunities as flexible work practices evolve. Over time, the Company commits to jointly examine such opportunities. These opportunities may, for example, include previously contracted out work, project work, temporary staff assignments and training assignments.

## FOR THE UNION

D. Boucher

FOR THE COMPANY
P. Lanosky

## LETTER OF UNDERSTANDING

## RE: CONTRACTING OUT-SWIPE CARD SYSTEM

Aug. 24, 1999
(Replaces May 6, 1997 letter)
The Company and the Union agree to utilize the contractor swipe card system that is currently in place at West Fraser Mills, Hinton Division for the purposes of tracking and of remitting Work Permit fees. This letter outlines the new procedures and amendments to the current labour agreement required to facilitate the new procedures.

1. The Company will issue each contractor coming on site a swipe card.
2. All contractors will "swipe in" when entering the work site and will "swipe out" when leaving.
3. At month-end, a print out will be provided to the Union within five (5) business days of the last day of each month. The print out will normally be sorted by contractor company name. For each company, there will be a list of employees who were on site at Hinton Wood Products or the pulp mill during the previous month. Employee information will include the individual's name, trade (if applicable), Union affiliation and Local (if applicable), first day on site, number of days "swiped in" and whether they are exempt or non-exempt.
4. Exempt employees include contractor supervisors, consultants, etc. Should a concern arise regarding the exempt status attached to any swipe card, the Company and the Union shall meet in an effort to resolve the issue.
5. Work Permit Fees for non-exempt contractors will be remitted to the Union once per month, not later than the fifteenth (15th) day of the month following the month in which the work was performed.
6. Union Executive members may ask any contractor for their swipe card number to verify with Mill Protection or Hinton Wood Products Maintenance Staff that they have swiped in on any given day.
7. The Company will perform a regular back up of the contractor database to ensure that the data will not be lost.
8. The Company agrees to maintain the swipe card readers in optimum condition, maintain an adequate supply of swipe cards and system maintenance parts and to attach a "top priority" to the repair of any faulty components of the swipe card system.
9. In the event of any total system failure, the Company will maintain manual records of all contractors entering the site until the system is repaired. In addition, all failures, or down times will be reported to the Union with the month end report.

## Amendments to Labour Agreement

1. Section $3: 04$ is hereby amended to read "In the event bargaining unit work is to be contracted out, all contractors will pay to the Company on behalf of their subcontractors, assignees, transferees and/or employees a monthly work permit fee as prescribed by Local 855 . The Company shall remit these same work permit fees to the Union on or before the fifteenth (15th) day of the month following the month in which the work was performed. The Company shall be ultimately responsible for the payment of the work permit fees should any contractor fail to pay."
2. Section 3:05 is hereby amended to read "All of the above mentioned individuals will be issued a swipe card before beginning any work on site. Swipe card data will include the individual's name, trade (if applicable), Union affiliation and Local (if applicable), the first day of the month on the worksite and the total number of days on the worksite in any given month."
3. Section 3:06 is hereby amended to read "Within five (5) business days of the last day of each month, the Company will provide the Union with a reconciled list of all contractors who were on site either at Hinton Wood Products or Hinton Division during the previous month."
4. Section 3:07 is hereby amended to read "In the event of a work stoppage, all non-exempt contractor swipe cards issued for that period of time will be considered void for the length of the work interruption.

## Hinton Division Only

Either party may cancel this arrangement with thirty (30) days written notice. This letter does not preclude the parties from discussing contracting out provisions during formal negotiations. The parties agree that should an issue arise regarding this letter, the parties will meet in an effort to resolve such issues.

Dated this 24 day of August 1999.

## FOR THE UNION

Shane Swanson
Don Boucher

FOR THE COMPANY
Dave Granger
Dave Girard

## LETTER OF UNDERSTANDING <br> RE: APPLICATION OF SENIORITY AND SECTION 8:14 <br> Mar. 22, 2000

This letter confirms the agreement between the parties concerning the application of seniority in accordance with Section 8:14.

## INCOMING EMPLOYEE

If an employee elects to apply his/her Mill Seniority (to bump) to a job in the bottom of a line of progression or to a posted job, then it is understood that this incoming employee will become the most junior job seniority employee in the job classification. Job and department Seniority will begin to accumulate from the date the bumping is finalized and documented by the Company.

## OUTGOING EMPLOYEE

The employee with the least amount of Mill Seniority in the affected job classification will be the person to be bumped out.

It is understood that if problems arise with this application, the Union and the Company will meet to attempt to reach a satisfactory conclusion.

This letter may be cancelled by either Party with thirty (30) days written notice or within seven (7) days if mutually agreed to by the Union and the Company.

Signed this $22^{\text {nd }}$ day of March, 2000.

FOR THE UNION
Robbie Hill
Wally Ewanicke

FOR THE COMPANY
Dave Girard
Bob Pysar

Section 8 and 8:14 - Seniority

LETTER OF UNDERSTANDING
RE: APPRENTICESHIP SELECTION PROCESS

Letter of Agreement<br>Between<br>Communications, Energy and Paperworkers Union of Canada Local 855<br>and<br>Hinton Pulp, a division of West Fraser Mills Ltd. And Hinton Wood Products, a division of West Fraser Mills Ltd.<br>Re: Apprentice Selection Process/Secondary Trade Selection Process

This document outlines the steps in the process and agreed upon actions of both the Company and CEP Local 855 in respect of the selection of apprentices in the Pulpmill and Sawmill.

The parties agree that individuals who are employed as certified tradespersons will not be eligible to apply for postings under this selection process unless a secondary trade is indicated on the posting.

The selection process for employees who bid on Apprenticeship Job Postings is as follows:

1. Seniority - For each year of continuous service an individual will be awarded one (1) point to a maximum of ten (10) points for ten (10) years of continuous service.
2. Testing - Each candidate will be required to write:
a) The West Fraser standard apprenticeship tests

Candidates will be awarded points based on the following:
The candidate with the highest score on the West Fraser standard apprenticeship tests will receive ten (10) points towards the final mark;
i. The candidate with the second highest score on the test will receive nine (9) points
ii. The candidate with the third highest score on the test will receive eight (8) points
iii. The candidate with the fourth highest score on the test will receive seven (7) points
iv. Etc.
b) Only those candidates who score in the top ten (10) will receive points.
c) Candidates must achieve a mark of at least 70\% on the West Fraser standard apprenticeship testing to be eligible for any points.
d) The Pre approval process is a way of accelerating the awarding of apprenticeships. Employees interested in becoming indentured into any apprenticeships are encouraged to participate in the selection process. The results of the selection process are valid for one year. Any apprenticeships offered after this one year period will require execution of the selection process, thereby allowing all interested eligible employees to become pre approved for the next up coming apprenticeships. Once the company identifies the need for an apprenticeship, the top pre approved interested employee from the current list will be offered the opportunity.
e) Test marks will stand for the following apprenticeship up to twelve (12) months, or longer if they choose to keep their mark, or until testing has been revised.
3. Education
a) A candidate will be awarded points for education as follows:
i) 3 points if the individual's education allows the candidate to receive credit, from the Apprenticeship Branch, of 18 months towards the apprenticeship
ii) 2 points if the individual's education allows the candidate to receive credit, from the Apprenticeship Branch, of one year towards the apprenticeship
iii) 1 Point if the individual's education allows the candidate to receive credit, from the Apprenticeship Branch, of 6 months towards the apprenticeship
4. Confidentiality - All test marks are confidential.
5. Work and Medical History - The candidate's work and medical history, including but not limited to attendance, safety record and attitude, will be reviewed to determine dependability and ability to perform work properly, safely and efficiently [Article 8:01 of the Labour Agreement].
6. Subject to an acceptable work and medical history review, as stated in \#5 above, the candidate with the top score in the selection process will be offered an apprenticeship.
7. If an apprentice attends trades school and does not pass the exams needed to move to the next year in the program then the apprentice, in accordance with regulations established by the Apprenticeship Branch, may re-write the exam. If the apprentice fails the second time then he will be removed from the apprenticeship program.

## FOR THE UNION

Wally Land

FOR THE COMPANY
Pamela Kopp
Gail Dunn
Gary Sitar

## MEMORANDUM OF AGREEMENT COMPRESSED WORKIWEEK SCHEDULE

Between West Fraser Mills Ltd., Hinton Division and Communications, Energy \& Paperworkers Union of Canada, Local 855, hereinafter known as the Parties

## CONDITIONS

1. The implementation of the Compressed Work Week will be on the conditions that there will be no extra cost to the Company and that the efficiency, safety, absenteeism and housekeeping will not deteriorate.
2. The Compressed Work Week Schedule, may be cancelled by either Party with thirty (30) days written notice or within seven (7) days if mutually agreed to by the Union and the Company, and there be no cost on implementation of the Compressed Work Week Schedule to the Company.
3. It is understood by both Parties that if problems arise, the Union and Company will meet to discuss the problem and attempt to reach a satisfactory solution.
4. There will be one (1) person, for each two (2) persons working in the Plant, from the previous day shift schedule which will be available for relief call where employees are unable to report for work on day shift or afternoon shift. The relief crews shall alternate every relief period. The historical practice for Maintenance relief will apply except that regular day maintenance crews may be used to cover shift maintenance persons who are absent on day shift Monday to Friday inclusive and that weekend (Saturday and Sunday) overtime requirements for shift maintenance will be filled by using the overtime roster. If a day maintenance crew member is used to cover a shift maintenance person who is absent on day shift (Monday to Friday inclusive) then the day maintenance crew member will receive shift differential in accordance with Section 11:01 (a)(i).
5. The normal relief standby time is two (2) one (1) hour periods, 5:30am to 6:30am and 5:30pm to 6:30pm for the standby relief group.
6. Overtime will not be paid if incurred as a result of implementing the twelve (12) hour shift schedule. If cancelled by the Company the costs of going off the
plan will be borne by the Company. If cancelled by the Employees the costs of going off the plan will be borne by the Employees.

## Amendments and Variations to the Labour Agreement

## SECTION 9 - HOURS OF WORK ARTICLE IPULPMILL

The normal hours of work for Tour Workers on the Compressed Work Week Schedule will be:

6:00 a.m. - 6:00 p.m.
6:00 p.m. - 6:00 a.m.

## SECTION 10-OVERTIME

For employees on the Compressed Work Week Schedule, Sunday shall be paid at time and one-half ( $11 / 2$ ) for the twelve (12) hour scheduled shift. Weekdays time and one half ( $11 / 2$ ) will be paid after scheduled twelve (12) hours and after the employee has accumulated forty-four (44) hours during that work week.

All actual hours worked between 6:00am Sunday and 6:00am Monday will be used to calculate the forty-four (44) hour week.

## SECTION 10:05 - BANKED TIME

Employees on the Compressed Work Week shall be allowed to bank overtime worked beyond twelve (12) hours on a regularly scheduled work day, and for hours worked beyond eight (8) hours on a regularly scheduled day off. It is agreed that the Compressed Work Week Schedule Memorandum will be in effect on a year to year basis and may be cancelled by either Party as per the conditions listed above at any time during the life of this Memorandum.

## SECTION 14 - WIRE CLAUSE

The employees on relief will be called in to perform wire changes when necessary.

## SECTION 15 - PAYMENT ON A STATUTORY HOLIDAY

(a) Statutory Holiday pay twelve (12) hours straight time.
(b) Hours worked on a Statutory Holiday, time and one-half ( $11 / 2$ ) for all hours worked.
(c) Employees on Compressed Work Week who are required to work on a recognized Statutory Holiday will be given one (1) twelve (12) hour day off with twelve (12) hours pay for each Statutory Holiday worked.

## SECTION 17 - VACATIONS

For employees on the Compressed Work Week Schedule, the employees will be allowed to take their vacations on a tour basis.

For the purpose of the twelve (12) hour shift schedule, a tour will be the number of consecutive work days without a scheduled day off.

## SECTION 25 - MEAL ALLOW ANCE

For employees on the Compressed Work Week
Schedule, an adequate hot meal will be provided when an employee is required to work a period that is greater than thirteen (13) hours of work and every four (4) hours thereafter.

## SICK LEAVE - APPENDIX "B"

Due to the fact that sick leave is on a calendar basis the method proposed for calculation shall be forty-two (42) times the employee's regular hourly rate, less continuous shift premium and shift differential, times seventy percent (70\%) divided by seven (7) which would give you the daily rate of sick benefit.

The weekly indemnity program will commence on the first (1st) day of disability due to non-occupational accident and the first (1st) day of hospitalization for an illness, and on the third (3rd) day of disability due to sickness, (counting from the day the employee sees the doctor) and payable for a maximum of fifty-two (52) weeks for those employees on the twelve (12) hour Compressed Work Week Schedule.

Employees in the following sections and departments who are on a continuous operating schedule shall be on the Compressed Work Week Schedule:

1. Power \& Recovery Department
2. Fibreline Department
3. Fibre and Site Services
4. Machine Room/Warehouse Department
5. Maintenance Tour Workers
6. Technical Department - (Tech 2 \& Water Treatment Plant Operator)

IN WITNESS WHEREOF, we the undersigned, have as the accredited representative of the respective Parties to this Agreement, hereunder set our signatures this $18^{\text {th }}$ day of March, 2013.

| FOR COMMUNICATIONS | FOR WEST FRASER |
| :--- | :--- |
| ENERGY \& PAPERWORKS | MILLS LIMITED - |
| UNION OF CANADA |  |
| HINTON AND ITS LOCAL | WOOD PRODUCTS |
| 855 C.L.C., A.F.L. | SAWMILL DIVISION |
| Don Maclean | Brian Grantham |

E. \& O.E.

## LETTER OF UNDERSTANDING <br> RE: MAINTENANCE

The two (2) present positions occupied by tradespersons in the Maintenance general office will remain Local 855 tradespersons positions.

These positions will be governed by all aspects of the Labour Agreement.

However, employees with medical limitations will be given preference to these two (2) job positions.

## FOR THE UNION

G. Anderson
G. Dewhirst

LETTER OF UNDERSTANDING
RE: TEMPORARY EMPLOYEES - OFFICE AND CLERICAL May 18, 1993

It is recognized that there is a need to employ temporary relief employees in the Office and Clerical group.
The intent of this letter is to clarify the status of these individuals.

1. Seniority is based on actual days worked, starting at August 1, 1988.
2. Temporary relief employee shall not exercise seniority over a regular full time employee.
3. Continuous seniority for the purpose of vacation entitlement commences at the point the temporary relief employee successfully gains a full time position. Otherwise they are paid accrued vacation pay at the end of each employment period.
4. Temporary relief employees cannot apply their accumulated seniority to outbid a permanent employee on a job posting.
5. Temporary relief employees may only exercise their accumulated seniority amongst themselves for the sole purpose of bidding on job postings.
6. Temporary relief employees shall be entitled to the following benefits for themselves only (to avoid dual coverage): Health Care, Blue Cross, Dental and Vision Care. The extent to whom this coverage will apply may be reviewed on the merits of each case.
7. Temporary relief employees will qualify for the above benefits after working thirty (30) days within a sixty (60) calendar day period.
8. Benefits will cease at the end of the month following thirty (30) days from their last day worked.
In the event of a termination or resignation, benefits will cease immediately.

FOR THE UNION
D. Boucher
L. A. Holm

## LETTER OF UNDERSTANDING

## RE: CHRISTMAS COVERAGE GUIDELINES (PULPMILL OPERATIONS) DECEMBER

 24, 25 and 26 ONLYRev. Oct. 15, 1997

Note: The Christmas dates in this letter may have to be revised each year due to Christmas dates changing.

## NORMAL VACATION LEAVES

1. Vacation requests submitted before the March 1 cutoff date will take priority over all other types of requests until the normal vacation manning has been allowed off (based on Mill Seniority). The vacation applications which are not approved at this time will be blended in with item two (2) below for further consideration.

## AFTER NORMAL VACATION LEAVES HAVE BEEN MAXIMIZED

2. All other applications for time off (vacation, SVD, BTO, unpaid leave, etc.) that are submitted on an "Annual Vacation Form" before Mar 1 will be blended in with outstanding item one (1) requests above and will be given equal consideration. Mill Seniority will be the determining factor.
3. Other applications for time off which are submitted after Mar 1 will be awarded on a first come first served basis (based on mill seniority if submitted the same day) after requests in two (2) above.
4. Employees willing to work their days off will be required to sign a list indicating so, and departmental lists will be developed accompanied by lists of students available.
5. Overtime may be used to cover additional requests for time off as detailed in item two (2) and three (3) above. The use of floaters, SVD's, BTO, unpaid leave, etc. is optional to the employee.

## SUBSTITUTIONS and/or MUTUALS (after December 10)

6. Should an employee want to take off 6 or less hours on either December 24, 25 or 26, they may be permitted to do so, but approvals will not occur sooner than December 10 (provided they have someone willing to work for them).
7. Mutuals may be on a pure "substitution" basis or may include making up the time at a later date. Substitution to mean that no time will have to be made up by the employee wanting the hours off (in lieu of the time given up). This decision must be agreed to by the two employees involved before the exchange is approved by the Supervisor.
8. Only one of the two employees involved in the mutual (or substitution) will earn the Day off In Lieu. The two employees involved in the exchange must decide who will earn the DOIL and advise their Supervisor prior to the mutual being approved by the Supervisor.
9. No employee can arrange to work more than 16 consecutive hours.

## GENERAL

1. The Company intends to maintain minimum staffing levels required to operate the mill. The intent is not to send employees home; but the Company will not fill vacated positions which are not required (ie Power and Recovery Utility Relief, etc.).
2. After all efforts have been made to allow a person off on the basis of seniority, and a senior person cannot be released due to lack of qualified coverage, a more junior person may be given the time off.
3. Banked overtime provisions are applicable to employees working their day off.
4. Temporary Training Relief personnel may be utilized to provide additional coverage between the dates of December 22 and January 2, and any subsequent overlap on either end of these two dates caused by Section 15:14 (a/b).
5. Should additional manning be required on short notice on December 24, 25 and/or 26, then they will be called in utilizing the special "Christmas Sign-up Sheets".

Either Party may cancel this letter with thirty (30) days written notice of intent to cancel.

## FOR THE UNION

D. Boucher
D. Girard

# MEMORANDUM OF AGREEMENT COMPRESSED WORK WEEK - PULPMILL 10 HOUR MAINTENANCE SHIFT CONDITIONS 

1. The Compressed Work Week Schedule may be cancelled by either Party with thirty (30) days written notice
2. The variations and amendments contained herein apply only to those employees on the Maintenance Day Compressed Work Week.
3. There shall be no increased costs to the Company upon implementation or cancellation of this Agreement

## Hinton Pulp Mill 4 X 10 Maintenance Schedule

 A compressed work week for maintenance day workers comprised of four (4) ten (10) hour shifts will be implemented in accordance with past ten hour shift agreement with the following modifications.The maintenance employees' shift schedule may be on a Monday to Thursday or Tuesday to Friday work week. A standard shift will be established and will not be altered to accommodate stat holidays, etc., unless mutually agreed to between the employer and the union.

The employer will have the right to offer a weekend shift. Friday 12 hours, Saturday 12 hours Sunday 12 hours ( 42 hours pay). This shift will be populated by maintenance employees hired on or before November 30, 2008 on a volunteer basis only.

## Pagers/Cell Phones

1. Employees On-Call must be within 30 minutes of the mill site and remain within cellular coverage areas. Consideration will be given to individuals living outside the 30 minute window.
2. Must be fit and able to work.
3. Cellular phones are to be used exclusively for Company business.
4. Tradesmen must sign when picking up the OnCall phone, charger and holster.
5. Phones can be picked up from the gate no later than Tuesday, $5: 30 \mathrm{pm}$ and dropped of the following Tuesday morning. When a statutory holiday falls on a Tuesday the company will provide an alternate phone/pager.
6. When a call-in is requested the Protection Officer will utilize the sign up roster, lowest hours first and only then call the designated On-Call tradesmen.
7. Employees On-Call who want to be called first must indicate this on the cell phone sign out sheet.
8. The Protection Officer will call the assigned cell phone number first. If no contact is made a message will be left on the cell phone. They will then call the employee's home number where if necessary another message will be left. The employee must be available at one of these two (2) numbers.
9. Any voluntary On-Call schedule changes due to time off requests or personal reasons must be sent via Lotus Notes email to HIP
Maintenance Time Off. The person agreeing to cover the affected phone coverage shall also submit an e-mail to HIP Maintenance Time Off confirming the change in coverage. Once these conditions are met, any affected time off request will be processed and changes to the "On-Call" list recorded.
10. Remuneration
a) Employees On-Call shall be paid one 1 straight time hour per regular scheduled work day for carrying the phone;
b) Employees On-Call shall be paid two 2 straight time hours per day on
regular scheduled days off for carrying the phone;
c) Employees On-Call shall be paid four 4 straight time hours per day on Statutory Holidays for carrying the phone;
d) On-Call hours are not to be used in the calculation of daily or weekly hours worked for the purposes of computing overtime.
11. The On-Call schedule is located in Lotus Notes data base called Hinton On Call List (dapprd 01)
12. Vacancies due to illness or departing employees will be filled by volunteers first then on a rotational basis starting with the junior most qualified employee. If vacancies aren't filled at least one week prior to the second opening, the Company reserves the right to schedule employees as necessary. Vacancies must be filled in a fair and equitable manner.
13. The On-Call list will be generated and published January $1^{\text {st }}$ each year and will run May to May.
14. Employees scheduled On-Call are not available for reschedule to cover shift.
15. Tradespersons acting as Lead Hands shall not be exempt from any On-Call phone duties.
16. When new employees are deemed competent, ( 90 days maximum) the trades group will be given the opportunity to modify the schedule in a fair and equitable manner. Exceptions will be discussed with the Union.
17. As per the original On-Call agreement, any and all call-ins will be to hold the mill safe during emergencies, production break downs, or where environmental, safety or quality concerns impact the operations
18. Disputes will be referred to the General Manager and the Union President for resolution.

## Section 9 - Hours of Work

9:02(a) Maintenance Day Worker
The normal hours of work for Maintenance Day Workers will be:

7:00 a.m. - 12 noon
12:30 p.m. - 5:30 p.m.
or as otherwise mutually agreed upon. Scheduled days off for Maintenance Day Worker will be Friday, Saturday, Sunday, or Saturday, Sunday, Monday except when rescheduled for weekend coverage or when rescheduled for Tour duty.

## Section 10-Overtime

10:02 Overtime at the rate of one and one-half ( $11 / 2$ ) times the regular straight time hourly rate shall be paid to employees coming under the term of this Agreement on the following basis:

10:02 (a) For all work performed in excess of ten (10) hours within a twenty-four (24) hour period beginning at the start of his/her designated shift.

## 10:06-Banking of Overtime

Equivalent time off is to be taken in units of not less than five (5) hours and paid out at the hourly rate for the job when the work was performed.

10:07 When the banked time off is requested in writing seven (7) days in advance, employees shall receive written notice a minimum of three (3) days, Fridays, Saturdays, Sundays and Statutory Holidays excluded, prior to the requested time off. The payment of overtime shall not be a factor in cancelling approved time off.

## 10:08 - Rest Period

10:08 (b) A Maintenance Day Worker called in and works between the hours of 12:00 midnight and two (2) hours
before his/her normal starting time, will be compensated for all hours worked at equal time off taken at the employee's option at the beginning or prior to the end of his/her next shift if it falls within the same twenty-four (24) hour period. They will be paid straight time for the time lost as a result of taking equal time off.

## Section 15 - Statutory Holidays

15:06 Maintenance 10 Hour Shift employees will have the option to choose one (1) of the following as far as Christmas Statutory Holidays:
a) When Christmas Eve, or Christmas Day, or Boxing day falls on a regular day off for Maintenance ten(10) hour compressed work week workers, and alternative (deferred) day off will be given for each of the Statutory Holidays that falls on a Friday, Saturday, Sunday or Monday. The deferred Stat will be taken between January $1^{\text {st }}$ and October $31^{\text {st }}$ of the following calendar year. The pay for these Statutory Holidays will be paid at the time the deferred shift(s) are taken off. These deferred Stats will be part of the ten percent (10\%) "Other" time off.
b) Should any Statutory Holiday fall on a Friday, Saturday, Sunday or Monday (regular days off for Maintenance ten (10) hour work week workers); the Statutory Holiday pay will be paid on the day which the Holiday actually falls (Friday, Saturday, Sunday or Monday); and on each of the immediate preceding regular working day(s) and on each of the following regular working days approximately fifty percent ( $50 \%$ ) of the above listed crews will be given the day(s) off without pay (day in lieu).

Employees will need to inform the company via HIP Maintenance Time Off of their decision on whether they are deferring their Christmas Stat(s) to be taken later, or are choosing to take lieu days either preceding or following the Statutory Holidays as selected by their Supervisor. Employees will have until December $1^{\text {st }}$ to make their choice. If an
employee doesn't inform the Company of their choice, the Company will automatically defer those Stats.

## Section 17 - Vacations

17:01 For a Maintenance Day Worker, vacation time must be converted to hours.
8 days $=80$ hours
7 days $=70$ hours
6 days $=60$ hours
5 days $=50$ hours
4 days $=40$ hours
3 days $=30$ hours
2 days $=20$ hours
1 days $=10$ hours
17:02 (a) Maintenance Day Workers will be granted vacation time as per Section 17:01. One (1) week vacation will be a set of four (4) consecutive work days without a scheduled day off.

## Section 25 - Meal Allowance

25:01(c) An adequate hot meal will be provided at Company expense if a Day Worker is called on to work before 5:00 a.m. and works into his/her regular work day. In this instance, he/she will be provided with a breakfast at or as near his/her normal meal time as can be scheduled and if he/she is required to work through his/her noon hour he/she will receive a hot meal at Company expense or as close to his/her noon meal hour as can be scheduled. In this instance, if he/she is then required to work after 5:30 p.m. he/she will be provided in (a) above.

25:03 (a) The intent of this meal clause is to provide an adequate hot meal at Company expense when an employee is required to work a period that is greater than his/her normal work day of ten (10) hours of work. It is the Parties' intent to arrive at a scheduling of meals whereby an employee will not be required to bring in a double lunch caused by an extension of his/her normal work day or prior to the beginning of his/her work day. An exception to the meal clause contained herein would
apply if an employee was not given sufficient notice to prepare his/her normal meal or bag lunch to bring to his/her job.

IN WITNESS WHEREOF, we the undersigned, have as the accredited representative of the respective Parties to this Agreement, hereunder set our signatures this $18^{\text {th }}$ day of March, 2013.

\author{
FOR COMMUNICATIONS FOR WEST FRASER ENERGY \& PAPERWORKS MILLS LIMITED UNION OF CANADA HINTON AND ITS LOCAL 855 C.L.C., A.F.L. <br> Don Maclean

HINTON PULP \& WOOD PRODUCTS SAWMILL DIVISION <br> Brian Grantham
}
E. \& O.E.

## LETTER OF UNDERSTANDING RE: DISABILITY MANAGEMENT PROGRAM

Apr. 5, 1999
The Company and the Union have jointly developed a "Disability Management Program" whose mission is to enable workers with occupational or non-occupational disabilities to retain and fully participate in meaningful, productive work.

A copy of the Program policies/guidelines is available through either Party.

The following outlines some of the basic principles of the program:
a) The program is voluntary and only those employees interested in participating will be involved in the program and they will also be involved in discussions pertaining to possible placements.
b) To accomplish the mission of this program, the Parties agree that there may be instances where the terms and conditions of the Labour Agreement may have to be altered to ensure the employee seeking accommodation is reasonably accommodated. When the Parties agree to such conditions, it us understood that it is in the best interest of the employee and, therefore, will not be subject to the grievance procedure.
c) Except as outlined above in (b), the policies/guidelines shall not be construed as restricting the rights of the individual, or the union, to grieve any matter considered to be a violation of the Labour Agreement. That being understood, the Parties further agree that whether or not somebody is offered work under this program will not be grievable.
d) The program recognizes that it is desirable to return the injured worker to his/her pre-injury job wherever possible. The Parties agree that this may require modifications of the job and, where possible, will cooperate to make those modifications that are necessary.
e) When the employee is unable to perform his preinjury job, even with the modifications, then the Company and the Union will, where possible,
cooperate to find meaningful, productive work that the employee can do.
f) The Joint Disability Management Committee will have equal representation and will meet (at the expense of the Company) as required to review issues that may arise and to periodically review the policies and procedures and make amendments as required. Any such amendments will be made by consensus.
g) It is further understood that following an eighteen (18) month trial period, this agreement may be cancelled by either Party within (30) days written notice of intent to cancel.

## FOR THE UNION

D. Boucher

FOR THE COMPANY
P. Lanosky

# LETTER OF UNDERSTANDING <br> RE: CONTRACTORS WORKING IN ADMINMISTRATION BUILDING 

Sep. 20, 1995
(Original letter from Peter Lanosky to C.E.P. Local 855 dated April 26, 1994)

This letter will follow up several discussions held recently with you, other members of your Executive, and management representatives concerning the contracting out of maintenance and/or renovations work in several buildings on our property. Specifically I am referring to the buildings that are commonly referred to as "outside the fence" - the Forest Resources complex, the Human Resources Complex, the main gate, and the Engineering complex.

As a general rule we consider that carpentry and labourer work performed in that part of the Forest Resources building now used by Forest Resources personnel is work that will normally be done by Forest Resources employees or a contractor. Electrical, heating, piping, and plumbing maintenance work in that part of the building is work that would normally be done by Pulpmill Maintenance employees subject to the exceptions noted in Section 3 of the Labour Agreement. Renovations work in this part of the building will normally be contracted out. All maintenance work in that part of the same building now occupied by the Pulpmill Management group will normally be done by Pulpmill Maintenance employees subject to the exceptions noted in Section 3 of the contract.

Maintenance/renovations work in the other three buildings would normally be done by Pulpmill Maintenance employees subject to the exceptions noted in Section 3 of the contract.

I recognize and appreciate that some of your members are confused because sometimes we contract work out and sometimes we use our own employees to perform jobs. This often happens when renovation work is done. The reality is that large renovation jobs would usually result in the delay or curtailment of normal and necessary

Pulpmill work, therefore, these jobs are often contracted out. Small renovation jobs can and are often done by our employees because the impact on Pulpmill work is minor in respect of the normal work load. West Fraser Mills Ltd. considers this flexibility as an essential part of its management system, yet it also is aware that flexibility is sometimes mistaken by employees for inconsistent or arbitrary decision making.

I wish to assure you that West Fraser Mills Ltd. expects its management employees to make decisions about contracting out that are in accordance with its Labour Agreement obligations and for valid business reasons. We also counsel them to be aware of the impact that contracting out decisions have on employee perceptions of fair play and are always looking for ways to improve in this area.

I share your perspective that we must continue to have regular and open discussions about our decisions to contract work out. I hope this letter clarifies our viewpoint and interests on these issues.

FOR THE UNION
D. Boucher

FOR THE COMPANY
Peter Lanosky

Section 3 - Contracting Out (p.11)

LETTER OF UNDERSTANDING
RE: CHEMICAL UNLOADING RELIEF
Sep. 20, 1995
The following terms and conditions are agreed between the Parties in respect of manning for the Chemical Unloading position when the incumbent Chemical Unloader is absent:

1. The Chemical Unloader would be relieved by any person in the Fibreline line of progression at the card rate less than or equal to the Chemical Unloader.
2. The relief will be paid the chemical unloading rate except in circumstances when he/she would have filled a higher rate job in the Fibreline due to relief in the Fibreline. In this case the employee doing the unloading job would be paid the rate he/she would have made had he/she been moved up in the line past the unloading rate of pay.
3. The Digester Field Operator and below will be trained to relieve starting with the Digester Field Operator as the Company's training schedule permits.
4. The position will be filled on a straight time basis when the line is able to move-up.
5. If necessary the Chemical Unloader's vacation period may have to be covered with overtime.
6. The Chemical Unloader's vacation period will not be a factor in approving vacation periods for the people in the line of progression.
7. Coverage out of the line of progression, for the Chemical Unloader, will not be a factor in approving banked/floater time off when enough notice is given to meet the Labour Agreement standards.
8. Overtime, if required to fill the position when the incumbent Chemical Unloader is absent or unavailable to work overtime, will be administered using the overtime roster.
9. No person shall be put on call for this position.
10. All personnel must have been certified in the transportation of dangerous goods prior to commencing training.
11. This practice is an exception to the norm in other areas of the mill because of the specific safety needs and concerns of the Chemical Unloading position.
12. This Agreement will become null and void thirty (30) calendar days after either Party serves written notice upon the other Party that they wish to cancel this Agreement.

FOR THE UNION
D. Boucher

FOR THE COMPANY
Peter Lanosky

## LETTER OF UNDERSTANDING RE: DISTRIBUTION/TRANSPORTATION ASST. POSITIONS

Mar. 6, 1997
This letter confirms the agreement reached between the parties in respect of the creation of two (2) Distribution/Transportation Assistant positions to replace the existing Transportation Clerk position.

1. The existing Transportation Clerk position will be eliminated and replaced with two (2)
Distribution/Transportation Assistant positions pursuant to the provisions of the Collective Agreement. The Distribution/Transportation Assistant position will perform duties and responsibilities as outlined in the attached position description.
2. The Transportation Clerk job incumbent will be offered one (1) of the two (2) Distribution/Transportation Assistant positions. If he chooses to accept the position then the Company will post for the second position. If he chooses not to accept the position then the Company will post for two (2) Distribution/Transportation Assistant positions and the Transportation Clerk job incumbent will use his seniority to obtain another job pursuant to the provisions of the Collective Agreement.
3. The Distribution/Transportation Assistant positions will be scheduled to follow a four (4) days on-four (4) days off, ten (10) hours per day schedule. This schedule will be implemented sixty (60) days after the Assistant (s) transfer to the job after the posting. The sixty (60) day period is to allow for training.
4. The rate of pay for the Distribution/Transportation Assistants will be $\$ 23.00$ per hour except that the Assistants rate of pay will be escalated as follows as they progress with their Canadian Institute of Traffic \& Transportation (CITT) diploma program studies:
(a) Successful completion of Level 1-Distribution I $\$ 23.10$ per hour.
(b) Successful completion of Level 1 - Distribution II $\$ 23.20$ per hour.
(c) Successful completion of each of the five Level II modules (Commercial Law/CCQ, English Composition, Introductory Economics, Marketing, Mathematics) - an additional $\$ .10$ per hour for each module completed.
(d) Successful completion of each of the three Level III modules (Physical Distribution, Transportation Economics, Transportation Law) - an additional \$. 10 per hour for each module completed.*

* Note: The CITT diploma is issued to the individual after successful completion of the 10 modules. If the CITT curriculum changes then the parties will review this section of the agreement to ensure that the agreement remains accurate and current.

5. If the Transportation Clerk job incumbent chooses to accept one (1) of the two (2) positions then he will receive a rate of pay, outlined in 4 above, that reflects his current completion of the CITT program.
6. The pre-requisites of the job include completion of Grade 12 and the successful person will be required to immediately enroll in and demonstrate satisfactory progress to completion of the Canadian Institute of Traffic and Transportation diploma. If the successful person does not immediately enroll in the CITT program or does not demonstrate satisfactory progress to, then he/she will be removed from the department.
7. The hours of work will be 7:00 a.m. to 5:30 p.m. with a half hour unpaid lunch break except that the employee will be required, at the discretion of his supervisor, to start work at 6:00 a.m. to perform month end duties. The parties acknowledge that the extra hour worked for month end will be overtime rates of pay.
8. The parties recognize that travel will be required to visit customers, transportation suppliers, Head Office personnel, and to perform other aspects of the job as outlined in the job description that is attached.
9. The parties will review the terms and conditions of this agreement six (6) months after the document has been signed.
10. Either party may cancel this agreement by giving written notice to the other party thirty (30) calendar days in advance of the termination date. If the agreement is cancelled by either party then the Transportation Clerk position will be reinstated and the duties/responsibilities of the job will revert to the situation that was in existence before the agreement was signed.

## FOR THE UNION

D. Boucher

FOR THE COMPANY
P. Lanosky

L of $U$ - Re: Distribution/Transportation Assistant

## LETTER OF UNDERSTANDING <br> RE: TRANSPORTATION/DISTRIBUTION ASST.

Apr. 15, 1997
Further to the Letter of Understanding between parties dated May 6, 1996, this letter outlines what has been further agreed to between the Parties:

1. The two (2) Distribution/Transportation Assistant positions will be removed from the Office and Clerical Lines of progression and will be added under the Machine Room/Warehouse Department as a posted job, not in the line of progression.
2. Relief for these positions will be provided from the same pool as for the Office and Clerical group.
3. All other terms and conditions of the Labour Agreement will apply as per normal entitlement for these day workers.
4. The parties agree to defer discussions on pension entitlement to the bargaining table.

FOR THE UNION
D. Boucher

L of U-Re: Distribution/Transportation Assistant
Positions

LETTER OF UNDERSTANDING
RE: TRIAL FOR ELECTRICIANS AND MILLWRIGHTS RELIEF SCHEDULE

October 16, 2012
This letter confirms the agreement between the parties concerning the trial Electrician and Millwright relief shift schedule, consisting of an addition two (2) Shift Electricians and two (2) Shift Millwrights as per the following:

Two (2) Additional Electricians, normally scheduled on dayshift, 12 hours shifts, 4 on and 4 off.

- (1 following A/D \& 1 following B/C Shift)

Two (2) Additional Millwrights, normally scheduled on dayshift, 12 hours shifts, 4 on and 4 off.

- (1 following A/D \& 1 following B/C Shift)

Changes to the Shift Coverage Guidelines:
For 12 hour Shift tour

- One (1) person off on approved leave at a time (1/3)
- Company is willing to allow additional time off for Floaters, if there are volunteers to cover and no rest period implications.
- Company promotes the use of Mutual shift changes between $A / D$ and $B / C$.
- Emergency time off (sickness / bereavement leave) will be filled with volunteers and may result in junior employee being forced.

For 10-hour - $20 \%$ vacation and "other" time off rules in effect. (No changes)

- In filling the new day shift position - as done now - offered to whole department, and accepted based on Job Seniority. If no one applies for new shift, the junior qualified Electrician or Millwright (as applicable) will be forced.
- For absences over 30 days, other than vacation will be filled as per normal.
- In the event the relief shift position is removed, the relief person will not have the ability to bump a regular shift person.

30 Day cancellation notice by either party - Additional relief shift position can be removed with thirty (30) calendar days notice. This letter is only valid until the end of the current labour agreement.

See Operating Guidelines for more information

FOR THE UNION
Don Maclean

FOR THE COMPANY
Gary Sitar

## Relief Electrician \& Millwright schedule operating guide

The purpose of the new proposed shift trial is to minimize the effects of the 48 hour language impact to employees and to achieve financial reduction.

- When the shift relief position is not covering time off he will be given scheduled work or PM tours.
- This trial will have review period after 30 days to discuss issues or concerns
- Emergency time off (sickness / bereavement leave) will be filled with volunteers and may result in junior available/qualified employee being forced.
- The spare shift relief employee will normally be schedule to dayshift.
- Nightshift time off will be covered by the shift relief employee moving shifts to cover.
- Full tour time off will cause the shift relief to be scheduled for full tours.
- Less than full tours will be covered by the shift relief being schedule in addition to the normally scheduled Electrician or Millwright. Depending on when the time off is requested the shift relief could be schedule for the complete tour.
- When shift trades request two separate days off during one tour,
- Eg. Night shift requests floater first night, day shift requests floater for last day shift.
- Shift relief goes to nights to cover
- If the day shift request is Monday to Friday, we ask for a volunteer and assign a 10 hour day shift employee to cover. (provided 10 hour day shift time off limits have not been met)
- If the day shift request is Saturday or Sunday we ask for a volunteer to work O/T.
- If no volunteer, the time off request that was entered second would be denied.
- When a shift position has an approved floater and $2^{\text {nd }}$ request is entered for vacation,
- If the approved floater is Monday to Friday, we ask for a volunteer and assign a 10 day shift to cover. (provided 10 hour day shift time off limits have not been met)
- If the approved floater is Saturday or Sunday we ask for a volunteer to work O/T. If no Volunteer, the vacation request would be denied. (After March $1^{\text {st }}$ )
- Short notice time off will be dealt as per existing guidelines.
- If a request is entered for time off on the last night shift, the relief has the option of not covering the shift, therefore the request would be denied.


## LETTER OF UNDERSTANDING <br> RE: HOURS OF WORK FOR TECHNICAL DEPARTMENT

This Letter of Understanding confirms the agreement between the Parties regarding the hours of work for the Tech Department, Hinton Pulp.

The normal hours of work for Tech 1 employees in the Department will be:

$$
\text { Monday - Friday } \quad \text { 7:00 a.m. to 3:30 p.m. }
$$

Either Party may cancel this letter within thirty (30) days written notice or within seven (7) days if mutually agreed to by the Union and the Company.

Signed this 14 day of November, 2012

FOR THE UNION
Don Marciszyn

FOR THE COMPANY
Jo-Ann Schwirtz

LETTER OF UNDERSTANDING

A job evaluation effective February 25, 1997 has resulted in the creation of two rates for the Maintenance Clean-up Crew at Hinton Wood Products. The following clarifies the conditions surrounding the payment of these rates:

## Conditions:

1. The rates paid for Maintenance Clean-up I and II will be as prescribed by the B.C. Job Evaluation Plan.
2. The position of Maintenance Clean-up will continue to be posted as "Maintenance Clean-up". In the application of Seniority under Section 8:14 of the current labour agreement there will be no difference between those employees receiving the Maintenance Clean-up I rate and those receiving the Maintenance Clean-up II rate.
3. Successful applicants for the Maintenance Clean-up position will receive the Maintenance Clean-up I rate for the first one thousand $(1,000)$ working hours in Maintenance Clean-up. After this time, the applicants will receive Maintenance Clean-up II rate.
4. In recognition of their previous experience, Shane Swanson, Clayton Arlidge, Keith Phelan, Troy Granville, Ward Magnusson, Debbie Colebank and Cory Zorn will have their retroactive pay calculated at Maintenance Clean-up II rate from February 25, 1997. All other employees will receive the Maintenance Clean-up I rate until they have accumulated enough time to be paid the Maintenance Clean-up II Rate.

Dated this 8th day of October, 1999.

## FOR THE UNION

Don Boucher
Shawn Swanson

FOR THE COMPANY
Dave Granger
Mike Westergard

## LETTER OF UNDERSTANDING <br> RE: HINTON WOOD PRODUCTS - WEEKEND HOURS OF WORK FOR WELDERS FRIDAY, SATURDAY AND SUNDAY DAYSHIFT

Sep. 15, 2004
This letter confirms the agreement between the Parties regarding changing the hours of work for Hinton Wood Products Welders on the 12 hour compressed work week schedule (four on, four off), who work dayshift on Friday, Saturday and Sunday.

## Conditions:

1. The hours of work for welders, (on the 12 hour compressed work week, four on, four off schedule), working dayshift on Monday, Tuesday, Wednesday and Thursday will be 8:00 a.m. - 8:00 p.m.
2. The hours of work for welders, (on the 12 hour compressed work week, four on, four off schedule), working dayshift on Friday, Saturday and Sunday will be 6:30 a.m. - 6:30 p.m.
3. It is understood that if problems arise, the Union and the Company will meet to discuss the problems and attempt to reach a satisfactory solution.
4. This revised shift hour's arrangement may be cancelled by either Party upon seven (7) days written notice.

Signed this 15 day of September, 2004.

FOR THE UNION
Ray Richardson
Clayton Arlidge

FOR THE COMPANY
Leo Shea
Mike Schwirtz

## LETTER OF UNDERSTANDING

## RE: LUBRICATION MECHANICS (HINTON WOOD PRODUCTS) Sep. 20, 1995 <br> Nov. 29, 1995

The following clarifies the conditions under which we have agreed to implement a system of Oiler Trainees, Lubrication Mechanics I and Lubrication Mechanics II (As per the Letter of Understanding dated September 20, 1995).

The successful applicant will:

1. Train for a period of three (3) months in all facets of lubrication to become a Lubrication Mechanic.
2. After the training is completed, the Oiler Trainee will go back to the Maintenance Clean-up Crew.
3. Whenever a vacancy occurs within the Lubrication Mechanic Department, the most senior Oiler Trainee in the Maintenance Clean-up crew will move to cover the vacancy.
4. When relieving on these vacancies, the Oiler Trainee will be paid Lube Mech. I rate until he/she has accumulated enough time to be paid the Lube Mechanic II rate. At that time, he/she when relieving will be paid the Lube Mech. II rate.
5. All relieving time is accumulative when deciding which Lube Mechanic rate will be paid.
6. All employees who qualify will be paid the Oiler Trainee rate for the first three (3) months they performed the job of Oiler after June 1, 1994. They will then be paid Lube Mechanic I rate until he/she has accumulated enough time to be paid the Lube Mechanic II rate.
7. Where a permanent vacancy occurs in the Lubrication Mechanic Department, the most senior employee in the Oiler Trainee job classification will be awarded the position based on Job Seniority.

FOR THE UNION
D. Boucher
A. Ross

FOR THE COMPANY
J. LeLacheur
D. Granger

## LETTER OF UNDERSTANDING RE: STAGGERED BREAKS FOR HWP

We are currently in an economic crisis and the parties recognize that they must cooperate to remain viable. Staggering breaks is an important part of HWP's ability to compete and remain viable both in the short run and in the long run.

In preparation for a transition to a three shift operation, it is important the parties learn how to stagger breaks and have an opportunity to assess the impact of staggered breaks on its people, its operations and monitor its impact on costs and efficiency.

In implementing staggered breaks, the Committee proposes the following:

- The Company will limit the staggering of lunch breaks to 35 minutes on either side of regularly scheduled lunch breaks.
- Coffee breaks may be staggered to fifteen (15) minutes on either side of regularly scheduled breaks.
- The Company will work together to evaluate and monitor the cost savings of any changes made.
- If during this time, if Hinton Wood Products implement the three shift schedule, breaks will be as per the Memorandum of Agreement.
- The Implementation and Evaluation Committee will continue to assess the impact of this program on people and on the operations with a goal of continuous improvement. The parties will re-evaluate this Guideline in six months.
- To assist the Committee, employees are encouraged to bring forward their concerns with their breaks, share information regarding the impact it is having on them and the operations and identify opportunities to improve productively or reduce costs within this program. The Committee is committed to making fact based decision and good first hand information and ideas provided by employees will improve outcomes.
- This Guideline does not prejudice the parties' rights or interpretations under the Collective Agreement in any way.

Signed this $4^{\text {th }}$ day of February, 2009

## FOR THE UNION

Wally Land

FOR THE COMPANY
David Walgren

## LETTER OF UNDERSTANDING <br> RE: MAINTENANCE "NEW HIRE" TRANING SHIFT SCHEDULES

Any new hire shift trades may be placed on a four day ten hour straight day shift schedule (Monday - Thursday or Tuesday to Friday) utilizing either existing or agreed to start and stop times, for a period not to exceed three (3) months from the date of hire for training purposes.

This letter will not preclude the Company from utilizing the weekend shift for the purposes of training.

This agreement will remain in effect only until the end of the current Collective Agreement.

Signed this date: November $12^{\text {th }}, 2010$
FOR THE UNION FOR THE COMPANY
Don Maclean Dave Walgren

## LETTER OF UNDERSTANDING <br> RE: MAINTENANCE LEAD HAND SHIFT SCHEDULE

The primary shift for the Maintenance Leadhand in the Sawmill is four day ten hour straight day shift schedule (Monday-Thursday or Tuesday to Friday) utilizing either existing or agreed to start and stop times. On occasion other shift schedules in the MOU can be utilized.

This agreement will remain in effect only until the end of the current Collective Agreement.

Signed this date: December $20^{\text {th }}, 2010$

FOR THE UNION FOR THE COMPANY
Don Maclean
Dave Walgren

## LETTER OF UNDERSTANDING <br> RE: MOBILE SHOP LEAD HAND SHIFT SCHEDULE

The primary shift for the Mobile Shop Leadhand is four day, ten hour straight day shift schedule (Monday Thursday or Tuesday to Friday), utilizing either existing or agreed to start and stop times. On occasion, other shift schedules in the MOU can be utilized.

This agreement will remain in effect only until the end of the Collective Agreement.

Signed this date: April ${ }^{\text {st }}, 2011$

FOR THE UNION FOR THE COMPANY
Don Maclean Ken Groat

## LETTER OF UNDERSTANDING <br> RE: SHIPPING LEAD HAND (TEMPORARY)

The primary shift for the Shipping Leadhand (Temporary) in the Mobile Department is a 5 day 8 hour per day shift schedule (Monday to Friday). The start and stop times are either existing or agreed to. On occasion, other shift schedules in the MOU can be utilized.

This agreement will remain in effect only until the end of the Current Collective Agreement.

Signed this date: May $16^{\text {th }}, 2011$

FOR THE UNION FOR THE COMPANY
Don Maclean Larry Bowersock

## LETTER OF UNDERSTANDING

## RE: TRAINING/SAFETY SHIFT SCHEDULE (MAINTENANCE ONLY)

1. The Company may place new hires or apprentices on a straight day shift schedule up to 96 working days for training and safety orientation.
2. The shift schedule would be Monday - Thursday or Tuesday to Friday, 6:30 a.m. to 4:30 p.m. (10 hour shift).
3. On or before 96 working days are completed, the new hire or apprentice would be put on an existing shift for their trade as outlined in the Collective Agreement Shift Schedule (pages 152, 153, 154).
4. Further to our conversation around training of apprentices, and shift rotation, both sides commit that this topic should be dealt with at the committee level (apprenticeship committee) to set out guidelines on how to get the best trained tradesperson at the end of their apprenticeship.
5. This letter covers Millwrights, Electricians, Sawfilers, Heavy Duty Mechanics, and Planer-man and new hires in the above mentioned trades.

Signed this date: June $14^{\text {th }}, 2012$

FOR THE UNION FOR THE COMPANY
Ed Clement Rob Baron

## LETTER OF UNDERSTANDING RE: STATUTORY HOLIDAY GUIDELINES FOR HINTON WOOD PRODUCTS

## Statutory Non-Running Days (Essential Services)

On all Statutory Holidays when the Mill is not operating, the Company and the Union have agreed there will be:

## One (1) Energy System Operator/Kiln Forklift Operator

Note: As the Energy System is a mandatory position, employees are expected to work their scheduled shifts, as follows, unless relief can be found.

When both the Energy System Operator and the Kiln Forklift Operator are scheduled to work, the Energy System Operator is the mandatory position.

When only the Kiln Forklift Operator is scheduled, the Kiln Forklift Operator is the mandatory position.

It is further understood that this agreement may be cancelled by either Party within thirty (30) days written notice of intent to cancel.

Signed this date: April $2^{\text {nd }}, 2013$

FOR THE UNION FOR THE COMPANY
Don Maclean Rob Baron

## APPENDIX ' ${ }^{\prime}$ "

## OFFICE \& CLERICAL QUALIFICATIONS

| Job Title | Education Required | Other Qualifications |
| :---: | :---: | :---: |
| Voucher Clerk | Minimum of Grade 12 or GED. To advance in this line of progression requires completion of a recognized one year post secondary Accounting program. | - Pass a Company keyboarding skills test. 40 w.p.m. where required <br> - Office related work experience <br> - Experience with Office Productivity Software, i.e. Excel and Word |
| Fixed <br> Asset <br> Clerk | Incumbent must hold an Accounting Certificate(one year program) from a recognized post secondary institution. | - Pass a Company keyboarding skills test. 40 w.p.m. where required <br> - Proficient with Office Productivity Software, i.e. Excel and Word |
| Senior <br> Accounting <br> Clerk <br> (formerly <br> Accounting <br> Clerk/ <br> Cashier) | 2 Year graduate in an Accounting Course at NAIT/SAIT or Business College or 2 years in a recognized Accounting Course CGA/CMA/CA). | - Pass a Company keyboarding skills test. 40 w.p.m. where required <br> - Proficient with Office Productivity Software, i.e. Excel and Word |

## APPENDIX "C"

## OFFICE \& CLERICAL QUALIFICATIONS

| Job Title | Education Required | Other Qualifications |
| :---: | :---: | :---: |
| Accounting Technician | 2 year Accounting Diploma from NAIT, SAIT, or equivelent college Accounting diploma. OR completion of equivelent 3rd level CGA program or equivelent CMA level. | - Pass a Company keyboarding skills test. 40 w.p.m. where required <br> - Proficient with Office Productivity Software, i.e. Excel and Word <br> - Incumbent must also be actively working towards the CGA/CMA program of professional studies by completing at least one course per program year. |
| Stock <br> Records <br> Clerk | Minimum of Grade 12 or GED. Successful completion of the PMAC (Principles of Buying) Course or a commitment to successfully complete within a 12-month period is required. | - Pass a Company keyboarding skills test. 40 w.p.m. where required. <br> - Proficient with Office Productivity Software, i.e. Excel and Word - Incumbent must have an advanced knowledge of the Maximo sytem, both in Materials and Maintenance. |



LOCAL 855 Standing Committee 2012/2013
PRESIDENT:
Don MacLean HWPCell: 780-865-8735
VICE PRESIDENT - PULPMILL OPERATIONS Don Marciszyn ..... CWW - C Shift
Cell: 780-817-1217
VICE PRESIDENT - PULPMILL MAINTENANCE Bryan Jones Mon - Thurs or Tues - Friday Cell: 780-817-0698
VICE PRESIDENT - SAWMILL OPERATIONS Jason Burns HWP - Blue ..... Cell: 780-817-1465
VICE PRESIDENT - SAWMILL MAINTENANCE Shane Swanson ..... HWP
Cell: 780-223-0739
CEP LOCAL 855 OFFICEMyrna Clement Monday - FridayOffice: 780-865-7831
Fax: 780-865-7799E-Mail: CEP855@telus.net


[^0]:    * Shift Schedule start and stop times will change as agreed for break-up.

