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	NO. OF LAWYERS			
	NO. OF EMPLOYEES			
between Canadian Forest Products Ltd. Prince George Pulp and Paper Mills Division Prince George, B.C. and the Pulp, Paper and Woodworkers of Canada Local 9				

**JOINT LABOUR AGREEMENT OF THE PULP
AND PAPER INDUSTRY IN THE PROVINCE
OF BRITISH COLUMBIA**

1988-1991

BETWEEN

**THE EMPLOYERS IN THE B.C. PRIMARY
PULP AND PAPER INDUSTRY SHOWN
BELOW, AND, AS TO EACH, THE LOCAL
UNIONS OF THE PULP, PAPER AND
WOODWORKERS OF CANADA, CERTIFIED
FOR A UNIT OF ITS EMPLOYEES, NAMELY:**

**CANADIAN FOREST PRODUCTS LTD.
PRINCE GEORGE PULP AND PAPER MILLS DIVISION
PRINCE GEORGE, B.C.
and LOCAL #9**

**CANADIAN PACIFIC FOREST PRODUCTS LIMITED ✓
TAHSIS PACIFIC REGION, GOLD RIVER MILL,
GOLD RIVER, B.C.
and LOCAL #11**

**CELGAR PULP COMPANY
CASTLEGAR, B.C.
and LOCAL #1**

**CRESTBROOK FOREST INDUSTRIES LTD.,
CRANBROOK, B.C.
and LOCAL #15**

**FLETCHER CHALLENGE CANADA LIMITED
CROFTON PULP & PAPER DIVISION, CROFTON, B.C.
and LOCAL #2**

**MACMILLAN BLOEDEL LIMITED ✓
HARMAC DIVISION, NANAIMO, B.C.
and LOCAL #8**

**SKEENA CELLULOSE INC.
SKEENA PULP OPERATIONS, PRINCE RUPERT, B.C.
and LOCAL #4**

**WESTERN PULP LIMITED PARTNERSHIP
SQUAMISH OPERATION, SQUAMISH, B.C.
and LOCAL #3**

**WEYERHAEUSER CANADA LTD.,
KAMLOOPS, B.C.
and LOCAL #10**

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

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01/20/88

JOINT LABOUR AGREEMENT

1988 to 1991

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AGREEMENT

ARTICLE I — GENERAL

Section 1 : Purpose

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

Section 2: Mutual Responsibilities

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

Section 3: No Interruption of Work

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

Section 4: Human Rights Code

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

ARTICLE II — DEFINITIONS

Wherever used in this Agreement, including Exhibits:

(a)(i) **At Celgar Pulp-Castlebar, Crestbrook and Fletcher Challenge-Crofton**

The word EMPLOYEES means all persons on the payroll of the Signatory Company at the location (or locations) named in this Agreement, excepting: those engaged in administration, in actual supervision, in sales, engineering, technical and research, accounting, clerical, stenographic and other office work or watchmen's functions, excluding those employed on jobs listed in Exhibit "A".

(a)(ii) **At CFP-Prince George, MB-Harmac, Skeena Cellulose-Pr. Rupert and Western Pulp-Woodfibre.**

The word EMPLOYEES means all persons on the payroll of the Signatory Company at the location (or locations) named in this Agreement, excepting: those engaged in administration, in actual supervision, in sales, engineering, technical and research, accounting, clerical, stenographic and other office work, excluding those employed on jobs listed in Exhibit "A".

(a)(iii) **At CP Forest-Gold River**

The word EMPLOYEES means all persons on the payroll of the Signatory Company at the location (or locations) named in this Agreement, excepting: those engaged in administration, in actual supervision, in sales, engineering, excluding those employed on jobs listed in Exhibit "A".

(a)(iv) **At Weyerhaeuser-Kamloops**

The word EMPLOYEES means all persons on the payroll of the Signatory Company at the location (or locations) named in this Agreement, excepting: those engaged in administration, in actual supervision, in sales, engineering, accounting, clerical, stenographic and other office work, excluding those employed on jobs listed in Exhibit "A".

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

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

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

(d) The word WEEK means a period of seven (7) calendar days beginning at 8:00 a.m., or at the regular hour of changing shifts nearest to 8:00 a.m., on the day on which the actual work week begins in the particular mill.

ARTICLE III — BARGAINING AGENCY

Section 1 : Recognition

The Company recognizes the union shown on page 1 as certified for a unit of its employees as defined in this Agreement.

Section 2: Bulletin Boards

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

ARTICLE IV — UNION SECURITY

Section 1 : Cooperation

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

Section 2: Union Shop

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

Section 3: Discharge of Non-Members

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

Section 4: Application for Membership

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

ARTICLE V — STANDING COMMITTEE

Standing Committees shall be maintained in each mill in the following manner:

- (1) The Resident Manager shall appoint a Company Standing Committee of four (4) individuals which shall represent the Company.
- (2) The Local Union shall select from its membership a Union Standing Committee of four (4) which shall represent that Local Union for the purposes stated in this Agreement.

ARTICLE VI — HOURS OF WORK

Section 1: Basic Work Week

Both parties to this Agreement are committed to maintain the principle of a basic work week of forty (40) hours; but agree that additional time may be worked to permit operation or protection of the mill when paid for as shown in Section 2 herein.

Section 2: Overtime

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

(1) Day Workers

- (a) For all work performed on Sunday (8:00 a.m. Sunday to 8:00 a.m. Monday) and on holidays as specified in Articles XII and XIII of this Agreement.
- (b) For all work in excess of eight (8) hours in any one day.
- (c) For work performed on an employee's designated day off as provided for in Section 3 herein.
- (d) For work in excess of forty (40) hours average per week. By average is meant the number of weeks mutually agreed upon in advance as the correct schedule.

(2) Tour Workers

- (a) For all work performed on Sunday (8:00 a.m. Sunday to 8:00 a.m. Monday) and on holidays as specified in Articles XII and XIII of this Agreement.
- (b) For all work in excess of eight (8) hours in any one day except:
 - (i) When such work in excess of eight (8) hours is caused by the change of shifts.

(ii) Overtime work by special arrangement between a Tour Worker and his mate to exchange shifts with the approval of his **Supervisor**, and **when this can be accomplished** without additional cost or penalty to the Company.

(c) For work in excess of forty **(40) hours** average per week. By average is meant the number of weeks mutually agreed upon in advance as the correct schedule.

(d) For work performed on an employee's designated day off as provided for in Section 3 herein.

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

(3) Banking of Overtime

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

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

(iii) When the banked time off is requested in writing seven (7) days in advance, employees shall receive written notice of the disposition of their request a minimum of seventy-two (72) hours prior to the requested time off. The payment of overtime shall not be a factor in cancelling approved time off.

Section 3: Days Off and Schedule of Shifts

(a) The Company will designate regular periodic days off for each regular employee and will not change such designation without notice except in the case of breakdown.

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

In the event the day or days off are changed to follow the original designated day or days off, then forty-eight (48) hours' notice will be given in advance of the original day or days off. In the event the day or days off are changed to precede the original designated day or days off, then forty-four (44) hours' notice must be given in advance of the new day or days off.

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

An employee may change his shift, day or days off by mutual arrangement with the foreman and shop steward of the department concerned without penalty to the Company.

(b) Where a system of days off is now in effect, same shall remain in effect as long as mutually satisfactory to the signatory Union and the Signatory Company.

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

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

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

Section 4: Starting and Stopping Work

(a) Tour Workers

When a tour begins, each Tour Worker is required to be in his place. At the end of a shift no Tour Worker shall leave his place to wash up and dress until his mate has reported to take on the responsibility of the position. If a Tour Worker does not report for his regular shift, his mate shall notify the Foreman. He shall remain at his post until a substitute is secured, and, if necessary, he shall work an extra four (4) hours. If work in excess of twelve (12) hours is required by refusal of a mate to report in, or when no other qualified relief is available, then the employee shall complete the extra shift.

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

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

In the event a Tour Worker cannot report for his regular shift, he will, if it is reasonably possible, notify his Foreman or the office at least four (4) hours before his tour begins.

(b) Day Workers

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

Section 5: Meals

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

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

ARTICLE VII — WAGES

Section 1 : Wage Scale

The wage scale for the term of this Agreement is attached as Exhibit "A" of this Agreement.

Section 2: Night Shift Differential

(a) A Night Shift Differential of thirty-one (31) cents per hour will be paid in addition to the hourly rate on all work performed between the hours of 4:00 p.m. and 12:00 midnight, where tour work is scheduled 8-4, 4-12, and 12-8. A Night Shift Differential of fifty (50) cents per hour will be paid in addition to the hourly rate on all work performed between the hours of 12:00 midnight and 8:00 a.m. where tour work is scheduled 8-4, 4-12 and 12-8.

(b) Where tour work is scheduled 7-3, 3-11 and 11-7, the thirty one (31) cents Night Shift Differential will be paid in addition to the hourly rate on all work performed between the hours of 3:00 p.m. and 11:00 p.m. and the fifty (50) cents Night Shift Differential will be paid in addition to the hourly rate on all work performed between the hours of 11:00 p.m. and 7:00 a.m.

(c) Night Shift Differential will not be paid to Day Workers who are scheduled on the normal day shift, but will be paid to Day Workers for work performed on other than the normal day shift hours worked after 4:00 p.m. in accordance with paragraph (a) above, or after 3:00 p.m. in accordance with paragraph (b) above.

(Note: No employer shall include the Night Shift Differential with any employee's wage rate for the purpose of calculating overtime.)

Section 3: Continuous Operation Premium

Employees who are employed on a continuous 20 or 21 shifts per week schedule will receive thirty-five (35) cents per hour for all hours worked while on that schedule. This premium will be paid in addition to the hourly rate and will be applied in like manner to that of the Night Shift Differential.

Section 4: Local Option for Rate Dispute Procedure

A local union may be covered by the provisions of Sections 5 and 6 below, if it exercised its option on or before July 29, 1984.

Section 5: Job Changes and Rates

The parties adopt the following procedure to provide a final and binding resolution of job rate disputes and at the same time reaffirm the obligations under Article I, Section 3 to operate new equipment and perform job duties without interruption of work.

- (a) On and after the effective date of (this agreement where a ~~new~~ job is created, or an existing one is changed, the Company will establish a job rate and discuss the basis upon which the rate was established with the Union.
- (b) When the introduction of new equipment results in a new or changed job, the Company will advise the Union of the anticipated start-up as soon as possible but no later than thirty (30) days before the new equipment is started up.
- (c) Either party may request discussion concerning the rate for a new or changed job. If either party is dissatisfied with the job rate and wishes to refer the matter to final and binding arbitration, as described in Section 6 below, it must notify the other party in writing of its intention no later than one hundred eighty (180) days after the changes to the job have been implemented.
- (d) The following jobs are exempt from the application of both Sections 5 and 6:
- Mechanics and Apprentices
 - Longshore categories
 - Saw Filers
 - Saw Fitters
- (e) Any job rate dispute resulting from other than the introduction of new equipment and/or changed job duties is not subject to this procedure.

Section 6: Job Rate Arbitration

- (a) A job rate dispute as described in Section 5 above will be referred to a three-man Arbitration Board, comprised of a union nominee, a company nominee and a chairman.
- (b) Two permanent nominees will be appointed by each party for the term of the Agreement. The parties will also mutually agree on the selection of two persons to act as permanent chairmen for the term of the agreement. The chairmen shall act on a rotational basis.
- (c) The Arbitration Board will answer the following questions:
"Is the job rate fair as it relates to rates within the primary pulp and paper industry? If not, what should the rate be?"

(d) The above procedure will replace all local agreements concerning job rate disputes.

Sections 4, 5 and 6 above are cancelled effective June 30, 1986, unless both parties agree to their continuation.

ARTICLE VIII — ALLOWANCE FOR FAILURE TO PROVIDE WORK

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Section 1: No Work

In case any employee reports for his regular scheduled shift having been ordered to report for such work and then no work is provided, he shall nevertheless receive two (2) hours' pay for so reporting.

Section 2: Where Shift Commenced

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In any case where an employee has commenced his regular scheduled shift, he shall receive a minimum of four (4) hours' pay except in cases of accident, breakdown, interruption of power, acts of God, or to cases of Call Time as provided in Article IX hereof. In cases of accident, breakdown, interruption of power or acts of God, the employee shall receive a minimum of two (2) hours' pay.

ARTICLE IX — CALL TIME

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Section 1 : Qualifying Conditions

An employee shall receive two (2) hours Call Time at the straight time rate in addition to pay for time actually worked under the following conditions:

(a) **Call to work following a shift**

When required to report for work after completing his designated shift.

(b) **Call to work on a designated day off**

When required to report for work on a designated day off.

(c) **Statutory Holiday Work**

For any work performed on a holiday as specified in Article XII.

(d) Assignment of work not connected with the initial call-in

When a Day Worker is required to report for work in accordance with (a), (b) or (c) above, he shall receive one (1) additional Call Time payment if the initial call-in was to perform emergency work and he is then required to perform any work other than that which necessitated the call-in.

Section 2: Payment

(a) The employee shall receive a minimum payment of four (4) straight time hours' pay including payment for Call Time and time worked, but not the payment provided in Section 1(d).

(b) Not more than one (1) basis shall be used to cover the same period of work except as provided in Section 1(d).

(c) The Call Time payment will not be added to or paid in lieu of allowances payable under Articles VI, VIII and X.

ARTICLE X — FOURDRINIER WIRE ALLOWANCE

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

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

The above shall also apply to Tour Workers when working on machines other than their own.

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

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

ARTICLE XI — VACATIONS

Section 1: Entitlement

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

An employee who is on the payroll on May 1st, who has been continuously employed during the qualifying period and who has:	Length of Vacation	Vacation Pay, being the greater of: % of the total wages earned by the employee during the preceding period) or hours pay at the hourly rate of the employee's regular job.
(A) been employed for less than one year and does not qualify under (B) below;	1/4 day for each 40 hours of actual work performed during the preceding vacation period provided no vacation of less than one day will be granted.	4 1/2% or NIL hours

(B) been employed for less than one year but has worked not less than 1500 hours during the preceding

been employed for not less than one year and who has worked not less than 1200 hours during the preceding vacation period. The following hours will count as hours worked for the purpose of qualifying for a vacation: Vacations; Statutory Holidays; Special (Personal) & Supplementary Special (Personal) Floating Holidays; Jury or Witness Duty; Bereavement Leave; Contractual Steam Plant, Apprenticeship and First Aid Leaves; Banked Days off and Days Off in lieu of work performed on a Statutory Holiday.

01-02
02-03
07-04
15-05
24-06
30-07

(C) qualified for his 2nd vacation under this Agreement;	2 weeks	4 1/2%	or	80 hours
(C) qualified for his 2nd vacation under this Agreement;	3 weeks	6 1/2%	or	120 hours
(D) qualified for his 7th vacation under this Agreement;	4 weeks	8 1/2%	or	160 hours
(E) qualified for his 15th vacation under this Agreement;	5 weeks	10 1/2%	or	200 hours
(F) qualified for his 24th vacation under this Agreement;	6 weeks	12 1/2%	or	240 hours
(G) qualified for his 30th vacation under this Agreement;	7 weeks	14 1/2%	or	280 hours

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B

Section 2: Additional Pay

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

Section 3: Payment on Termination

In the event an employee's employment terminates either before he becomes entitled to a vacation with pay, or, being entitled to it, before he takes it, he shall be paid on termination $4\frac{1}{2}\%$, $6\frac{1}{2}\%$, $8\frac{1}{2}\%$, $10\frac{1}{2}\%$, $11\frac{1}{2}\%$ or $14\frac{1}{2}\%$ (depending on whether he belongs in the category of employees described in (A), or (B), (C), (D), (E), (F) or (G) above respectively) of his wages earned during the period of employment ending with his termination in respect of which no vacation or vacation pay to which he remains entitled has been paid or taken.

Section 4: General Rules

- (a) The vacation period is May 1 to April 30.
- (b) Vacations with pay provided in accordance with Section 1 above for employees in category (A) may not be counted when determining whether an employee has qualified for the vacations provided under Section 1 for employees in categories (C), (D), (E), (F) or (G).
- (c) Except as provided in Section 4 (d) and (l) below, vacations with pay are not cumulative and must be taken during the vacation period.
- (d) A vacation with pay provided under Section 1 for employees in category (A) may be taken during the vacation period in which the entitlement thereto is established, or during the next following vacation period.
- (e) No employee may continue to work and draw vacation pay in lieu of taking the vacation. Vacation pay shall be paid employees, upon request, within fourteen (14) days after May 1st.
- (f) The allocation of vacation times is to be decided by the Company. However, the Company will endeavour by discussion with the employees or the Union, to arrange vacations to suit the employees' wishes.

(g) Time not exceeding one (1) year, lost as the result of an accident recognized as compensable by the Workers' Compensation Board, suffered during the course of employment, shall be considered as time worked for the purpose of qualifying for vacation.

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

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

(j) Time on Leave of Absence for union business duly approved by the employer in writing shall be considered as uninterrupted service for the purpose of establishing vacation time off, during the year of his absence as well as in ensuing years.

Vacation pay will apply as follows:

(i) For the period of the person's absence while in the employ of the Union, the Union will be responsible for payment of all vacation credits due to the employee.

(ii) On return to active regular employment, the employee shall receive vacation pay equal to the appropriate percentage of the total wages earned by the employee while actively employed by the Company during the vacation year.

(iii) Subsequent vacation pay will be paid on the basis that Company service was uninterrupted.

(k) Employees will be allowed to take vacations on a tour basis.

(l) An employee, who has not taken his full vacation entitlement and who is precluded from doing so before the end of the vacation year by reason of sickness or injury, may defer unused vacation time into the next vacation year. Such deferred vacation time must be taken at a time to be decided by the Company which will endeavour by discussion with the employee to arrange the deferred vacation to suit the employee's wishes. Pay for such deferred vacation shall be the same as if taken in the original vacation year.

Section 5: Computation of Vacation Pay

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

ARTICLE XII — STATUTORY HOLIDAYS

Section 1: Recognized Days

The following shall be the recognized Statutory Holidays:

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

Section 2: Adjustment in Hours

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

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

Section 3: Holiday Work

(a) Production and/or maintenance work may be performed on any statutory holiday excluding those outlined in Section 3(b) below.

The company will provide the union with not less than thirty (30) days notice of the general scope of operating and/or main-

tenance plans on statutory holidays. Unanticipated weather conditions or maintenance requirements may alter those plans.

(b) On Christmas Eve, Christmas Day, Boxing Day, and one of the other recognized twenty-four (24) hour statutory holidays, which will be designated by the company with a minimum of sixty (60) days' notice, no work shall be done except as follows:

- (1) Any work necessary in the protection of life and property.
- (2) Any major maintenance or repair work, not including machine clothing and wires, which is necessary in order to prevent material subsequent curtailment of employment of a substantial number of employees; provided that no machine or equipment involved in production shall be operated for production purposes during the holiday shutdown period.
- (3) Any preparatory work which would result in the resumption of production as early as possible following the end of the holiday; it being understood that:
 - (i) early start-up will be limited to the last four (4) hours of the holiday;
 - (ii) start-up crews will be limited to the minimum number and will be filled on a volunteer basis, or scheduled as necessary;
 - (iii) the four (4)-hour limitation does not apply to employees whose regular duties require them to work on recognized holidays.

Section 4: Pay for Holiday Work

- (a) Overtime shall be paid for all work performed during holidays at the rates hereinafter specified.
- (b) An employee who works on such a holiday shall receive equal time off with pay at his straight time hourly rate. Such time off shall be treated in the same manner as a Special (Personal) Floating Holiday.
- (c) The time off and pay provided in (b) above replaces any time off and pay provisions in respect of the same statutory holiday work under current local arrangements.

Section 5: Qualifying Conditions

In addition to any other compensation earned, any employee who is on the payroll of the Company on any of the foregoing recognized statutory holidays will be granted eight (8) hours' pay at the straight time rate of the employee's regular job,

subject to compliance with all of the conditions (a) to (f) set forth below:

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

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

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

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

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

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

(iv) When a trade in shifts agreed upon between employees and approved in advance by the company results in a temporary change of the scheduled work day before, or the scheduled work day after, the holiday, provided the employee works the shift agreed upon;

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

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

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

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

ARTICLE XIII — SPECIAL (PERSONAL) FLOATING HOLIDAYS

Section 1 : Floating Holidays

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

Section 2: Qualifying Conditions

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

(a) A new employee must have been on the payroll for not less than ninety (90) days to qualify for his first Special (Personal) Floating Holiday and on the payroll for one hundred eighty (180) days to qualify for his second, third, fourth and fifth Special (Personal) Floating Holidays.

(b) Employees will not qualify for Special (Personal) Floating Holidays if on leave of absence of more than nine (9) months in the contract year except in the case of sickness or injury.

(c) If an employee is required to work on any of these Special (Personal) Floating Holidays, after a definite date has been designated for such holidays, the employee shall be paid overtime for such work at the rate of time and one-half. The employee will then be entitled to take said holiday or holidays with pay at a later date to be mutually agreed upon.

(d) When the holiday is requested in writing seven (7) days in advance, the payment of overtime shall not be a factor in granting of Personal Floating Holidays. The employee shall receive written notice of the disposition of his request a minimum of seventy-two (72) hours prior to the requested Personal Floating Holiday.

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

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Section 1 : Five-Year Service

After completing five (5) years of continuous service with the Company, an employee shall, in addition to the Special (Personal) Floating Holidays to which he is entitled under Article XIII of the Agreement, be entitled to one (1) Special (Personal) Floating Holiday with pay each contract year, such special holiday to be arranged at a time suitable to the employee and the Company, during the contract year, so that there will be no loss of production.

An employee may elect to take his Supplementary Special (Personal) Floating Holidays as a vacation after completing five (5) years of continuous service with the Company. If an employee wishes to elect this option, he must advise the Company in writing of his election in advance for that five (5) year period. If an employee elects to take his Supplementary Special (Personal) Floating Holidays as a vacation, it may be taken in conjunction with the regular vacation to which the employee is entitled provided such regular vacation is not scheduled to be taken during the months of July or August, in which event the Supplementary Vacation shall be taken at a time to be agreed upon by the Company and the employee.

Transition

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

Section 2: Ten-Year Service



After completing ten (10) years of continuous service with the Company, an employee shall, in addition to the Special (Personal) Floating Holidays to which he is entitled under Article XIII of the Agreement, be entitled to two (2) Special (Personal) Floating Holidays with pay each contract year, such Special holidays to be arranged at a time suitable to the employee and the Company, during the contract year, so that there will be no loss of production.

An employee may elect to take his Supplementary Special (Personal) Floating Holidays as a vacation after completing ten (10) years of continuous service with the Company, and again

on his fifteenth (15)-year of continuous service with the Company. If the employee wishes to elect this option, he must advise the Company in writing of his election in advance for that five (5) year period. If an employee elects to take his Supplementary Special (Personal) Floating Holidays as a vacation, it may be taken in conjunction with the regular vacation to which the employee is entitled provided such regular vacation is not scheduled to be taken during the months of July or August, in which event the Supplementary Vacation shall be taken at a time to be agreed upon by the Company and the employee.

Transition

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

Section 3: Twenty-Year Service

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

(b) After completing twenty (20) years of continuous service an employee may elect to take his Supplementary Special Floating Holidays in one, two, three, four or five-week periods, depending on entitlement. In order to do so the employee must advise the Company in writing of his election in advance for each five (5)-year period. He will be immediately entitled at the start of each five (5)-year period to the number of days that would normally accrue to his credit during the said five (5)-year period. If an employee elects to take his Supplementary Special Floating Holidays in full week periods they may be taken in conjunction with the regular vacation to which the employee is entitled provided such regular vacation is not scheduled to be taken during the months of July or August, in which event the Supplementary Holiday shall be taken at a time to be agreed upon by the Company and the employee.

Section 4: Rate for Holiday Work

If an employee is required to work on the special holidays provided under Section 1, 2 and 3 above, after a definite date has been designated for such holidays, the employee shall be

paid overtime for such work at the rate specified in the Agreement.

Section 5: Holiday Pay

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

Section 6: Credit for Time Lost

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

Section 7: Service Period

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

Section 8: Partial Entitlement

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

ARTICLE XV — WELFARE PLAN

Section 1: Plan

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

Section 2: Board of Trustees

A Board of Trustees will be constituted composed of two (2) members representing the Pulp, Paper and Woodworkers of

Canada and two (2) members representing the companies, to be responsible for the selection of the underwriter or underwriters and the administration of the Plan.

Section 3: Interpretation

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

Section 4: Umpire

Where a dispute is unresolvable by the Board of Trustees, it shall be submitted to an umpire whose decision will be binding on both parties. The umpire shall be mutually acceptable and be experienced in the group insurance field.

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

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

Section 5: Portability

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

ARTICLE XVI — PENSION PLAN

Section 1 : The Plan

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

Section 2: Contributions

Contributions are to be made by the Company to the Pension Plan of one dollar and fifty-one cents (\$1.51), effective July 1, 1988; one dollar and sixty-seven cents (\$1.67) effective July 1,

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1989; one dollar and eighty-three cents (\$1.83) effective July 1, 1990, for each hour worked.

Section 3: Board of Trustees

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

Section 4: Existing Plan

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

ARTICLE XVII — SENIORITY

Section 1: Principles

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

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

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

(c) Arrangements to implement the above principles will be discussed by the company and the local union.

Section 2: Probationary Period

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

Section 3: Retention of Seniority

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

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

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

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

Section 4: Training

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

(a) Up to five (5) days where the layoff is estimated to be in excess of forty-five (45) days;

(b) 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;

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

Section 5: Lay-off and Vacation Entitlement

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

Section 6: Welfare Coverage

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

- (b) An employee with more than four (4) months but less than one (1) year's seniority may have his welfare coverage continued for three (3) months while on lay-off.
- (c) An employee who elects to maintain coverage while laid off will be required to pay the employee portion of the premium in advance on a monthly basis.
- (d) An employee who has welfare coverage as provided for in paragraphs (a) and (b) above, will on return to work have his welfare coverage extended by one month for each month in which he works.
- (e) An employee whose welfare coverage under paragraphs (a) and (b) above has expired, will on return to work be eligible for coverage for the period of his employment.
- (f) An employee will qualify for a new period of welfare coverage as provided in paragraphs (a) and (b) above if he returns to work for at least ten (10) days within a floating period of thirty (30) consecutive days.

ARTICLE XVIII — LEAVE OF ABSENCE

Section 1: Union and Public Office

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

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

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

Section 2: Bereavement Leave

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

(b) Members of the employee's immediate family are defined as the employee's spouse, mother, father, brothers, sisters, sons,

daughters, step-children, mother-in-law, father-in-law, son-in-law, daughter-in-law, step-parents, grandparents and grandchildren.

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

Section 3: Jury or Witness Duty

(a) Wage Compensation

Any regular full-time employee who is required to perform Jury Duty, or who is subpoenaed to serve as a witness in a Court action or Coroner's Inquest, save and except actions involving the Company or Trade Unions, unless subpoenaed by the Crown, on a day on which he would normally have worked, will be reimbursed by the Company for the difference between the pay received for such duty and his regular straight time hourly rate of pay for his regularly scheduled hours of work.

It is understood that such reimbursement shall not be for hours in excess of eight (8) hours per day or forty (40) hours per week, less pay received for such duty. The employee will be required to furnish proof of performing such service and such duty pay received.

(b) Holidays and Overtime

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

Section 4: Steam Plant Leave

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

Section 5: First Aid Certificates

A First Aid Attendant authorized by the Company to attend classes for obtaining, renewing or upgrading a First Aid Ticket will be compensated for lost regular straight time earnings based on eight (8) hours per day.

Section 6: Maternity Leave 2011/006

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

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

Section 7: Other Leave 63/11/4

Granting of leave is a matter between the employees and the mill management. The Company will consider length of service and will endeavour to arrange leave of absence to suit the employee's wishes. Employees with ten (10) or more years service will be given special consideration.

Section 8: Time of Application

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

ARTICLE XIX — ENVIRONMENTAL PROTECTION

The Company agrees to establish a Joint Labour/Management Environmental Protection Committee at each operation.

ARTICLE XX — JOB SECURITY

Section 1 : Objective

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

Section 2: Definition

Technological change, which term shall include automation, mechanization and process change, means the introduction of equipment or material of a different nature or kind than that

previously utilized, or a change in the operation that is directly related to the introduction of that equipment or material.

Section 3: Joint Committee

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

Section 4: Required Notice

The Company will advise the appropriate committee or committees as soon as possible, and in any case not less than one hundred eighty (180) days before the introduction thereof, of mechanization, technological changes and/or automation which the Company has decided to introduce and which will result in terminations or other significant changes in the employment status of employees.

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

Section 5: Seniority Status

(a) In the event that it is necessary, crews will be reduced in accordance with Article XVII — Seniority.

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

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

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

Section 6: Severance Allowance

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

$\frac{32}{10}$ (i) One week's pay for each year of employment during his last period of continuous service, computed on the basis of forty (40) straight time hours at the employee's regular rate, the maximum severance allowance payable being thirty (30) weeks' pay.

$\frac{33}{94}$ (ii) Two percent (2%) of his total earnings for the last period of continuous service, the maximum severance allowance payable being an amount equal to one thousand two hundred (1200) hours at the employee's regular rate.

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

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

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

Section 7: Training

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

ARTICLE XXI — PERMANENT MILL CLOSURE

Section 1 : Notice

An employee terminated as a result of a permanent planned closure of the mill shall be given a minimum of thirty (30) days' notice of closure.

Section 2: Severance Allowance ³¹

Such employees shall be entitled to a severance allowance of one (1) week's pay for each year of employment during his last period of continuous service, computed on the basis of forty (40) straight time hours at the employee's regular rate.

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

ARTICLE XXII — JOB ELIMINATION

Section 1 : Definition

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

Section 2: Exclusions

No payment will be made under Section 5 in cases'

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

Section 3: Notice

The company will advise the Standing Committee at least thirty (30) days prior to such job elimination. Crew reduction will be in accordance with Article XVII — Seniority

Section 4: Elimination Options

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

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

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

Section 5: Severance Allowance

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

- (i) One week's pay for each year of employment during his last period of continuous service, computed on the basis of forty (40) straight time hours at the employee's regular rate, the maximum severance allowance payable being thirty (30) weeks' pay.
- (ii) Two percent (2%) of his total earnings for the last period of continuous service, the maximum severance allowance payable being an amount equal to one thousand two hundred (1,200) hours at the employee's regular rate.

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

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

ARTICLE XXIII — CONTRACTING

5/1

- (a) The company will notify the union of work to be performed by contractors in the mill, and will, emergencies excepted, afford the union the opportunity to review it with the company prior to work being commenced.

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

ARTICLE XXIV — APPRENTICESHIP TRAINING PROGRAM 23

Section 1 : Training Program

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

Section 2: Apprenticeship Act

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

ARTICLE XXV — COMPRESSED WORK WEEK 35

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

ARTICLE XXVI — SAFETY 61

Section 1 : Principle

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

equipment. An employee who has reasonable cause to believe that an unsafe condition exists may refuse to work under such condition without being subject to discipline.

Section 2: Joint Safety Committee

The Local Union and the Company shall co-operate in selecting one or more Safety Committees, which will meet at least once a month to consider all safety problems.

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

Section 3: Safety Education

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

Section 4: Joint Labour/Management Safety Conference

(1) A joint P.P.W.C./Industry Safety Conference of two (2) days' duration will be held annually at a time to be arranged between the parties to the Agreement. The timing of the conference will be dependent on practical considerations of travel arrangements. For the trial period of the term of this collective agreement the conference will be held at a location in close proximity to a mill in order that a mill tour can be included in the conference program. The purpose of the mill tour is to provide an opportunity to learn, from the host mill, practical means and methods of solving mutual problems in accident prevention.

(2) It shall be the basic aim of this conference to develop a sincere desire by both Union and Management, at all levels, to promote a real joint safety program in all of the respective mills.

(3) Not more than two (2) accredited delegates from each local union may attend the said Safety Conference and they shall be compensated by their respective companies for any loss of wages incurred as a result of their attending the said Conference. It is understood that travelling and living expenses of those delegates will not be paid by their Companies.

(4) Mill Managers, senior company officials, and representatives of the Workers' Compensation Board will be encouraged to attend and participate. The attendance of senior company officials and mill managers is desirable for discussions with union mill delegates, even if the amount of representation is increased in some instances. Additional delegates of either la-

hour or management will be permitted to attend on an observer basis.

(5) ~~The agenda to be confined to those matters of vital interest to the Pulp and Paper Industry with a view to establishing recommendations as a guide to member mills and local unions.~~ Agenda items must be submitted, either singly or jointly, to the office of the National Union and to the Pulp and Paper Industrial Relations Bureau not later than October 1 of each year. The location of the Annual Conference shall be determined each year by the Planning Committee.

(6) The Planning Committee shall meet no later than thirty (30) days prior to the established date of the conference to draft the agenda from the items submitted.

(7) This Planning Committee shall be composed as follows:

(a) Two (2) management members from plant level.

(b) One (1) management member from the Bureau level.

(c) Two (2) members from the pulp, Paper and Woodworkers of Canada, who are the respective delegates from their locals.

(d) One (1) member from the P.P.W.C. National Office.

(8) One (1) day of the Safety Conference shall be set aside for open discussion on safety problems; the rest shall be pre-planned by the Planning Committee with emphasis on industry-wide problems.

ARTICLE XXVII — CAUSES FOR DISCIPLINARY ACTION

The extent of disciplinary action would depend on the seriousness of the situation.

Bringing intoxicants into or consuming intoxicants in the Mill or on Mill premises.

Reporting for duty under influence of liquor.

Disobedience.

Smoking in prohibited areas.

Deliberate destruction or removal of Company's or another employee's property.

Neglect of duty.

Refusal to comply with Company rules, provided that such rules shall be posted in a conspicuous place where they may be read by all employees or given to each employee in booklet form, and further that no rules shall apply that are inconsistent with this Agreement; and further provided, that any existing or new rules or changes in rules may be the subject of discussion between the Standing Committee and the Resident Manager,

and in the case of disagreement, the procedure for other grievances shall apply.

Disorderly conduct.

Dishonesty.

Sleeping on duty.

Giving or taking a bribe of any nature, or as an inducement to obtaining work or retaining a position.

Failure to report for duty without bona fide reasons.

Gambling on mill premises.

ARTICLE XXVIII — ADJUSTMENT OF COMPLAINTS

Section 1 : Grievance Procedure

Step One — Should there be any dispute or complaint as to the interpretation of any of the clauses of this Agreement, or any grievance arising out of the operation of this Agreement, except in cases of discharge or suspension, the employee shall continue to work as per the conditions existing prior to the time the dispute, complaint or grievance arose, and such dispute, complaint or grievance shall first be taken up with the Foreman by the employee with or without the Shop Steward.

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

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

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

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

Section 2: National Officer

It is understood that in all discussions concerning grievances, any National Officer may accompany the Union Standing Committee in their meetings with Company officials.

Section 3: Time Limit

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

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

Section 4: Arbitration Procedure

(a) The Company will have the right to select one (1) member of this Arbitration Board and the Union shall select one (1) member, then the two (2) arbitrators thus named will choose a third Arbitrator who shall act as Chairman.

(b) After the Board of Arbitration has been chosen by the foregoing procedure this Board shall meet and hear evidence of both sides and render a decision within fifteen (15) days after they have concluded their hearings, said decision to be final and binding upon all parties to this Agreement.

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

(d) Should the parties be unable to agree on a third arbitrator, either party may request the Minister of Labour to appoint one.

(e) The parties may agree to submit the grievance to a sole arbitrator.

Section 5: Expedited Arbitration

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

- (b) An arbitrator must meet and hear the evidence of both parties within fifteen (15) days after assignment. If an arbitrator is unable to commit himself to do so, the grievance shall immediately be assigned to the next arbitrator in order of rotation.
- (c) The unavailability of counsel shall not be a reason to delay an arbitration under this section.
- (d) The parties will endeavour to agree on a statement of material facts which may be submitted to the arbitrator in advance of the hearing.
- (e) The arbitrator will give his decision within one (1) week after the hearing. The reasons need not be given at the same time as the decision.
- (f) The provisions of Section 4(c) as they apply to discharge, shall apply to this section.

Section 6: Minutes

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

Section 7: Local Agreements

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

ARTICLE XXIX — DURATION AND AMENDING PROCEDURE

Section 1 : Term of Agreement

This Agreement shall be in effect from midnight June 30, 1988 to midnight June 30, 1991 and thereafter from year to year subject to the conditions as set out in Sections 2 to 5 which follow hereunder.

Section 2: Industrial Relations Act

The parties agree that the operation of sub-section (2) of Section 66 of the Industrial Relations Act of British Columbia S.B.C. 1973, Chapter 122 and Amendments thereto, is hereby excluded.

Section 3: Notice of Re-opening

This Agreement may be opened for collective bargaining as to changes as follows: either party desiring any change shall

mail to the other party notice in writing, by registered mail, on or after March 1, 1991, but in any event not later than midnight June 30, 1991, that a change is desired, and if no such notice is given by either party on or after the said March 1 and before the said June 30, the earliest time at which such notice may be given by either party is the corresponding period in the following year. All notices given under the provisions of this section on behalf of the Signatory Union shall be given by the President (or Vice-President) of the Signatory Union, and similarly notices on behalf of the Signatory Company shall be given by the President of the Signatory Company (or his representative).

Section 4: Collective Bargaining

If notice of desire for changes has been given in accordance with Section 3 above, the parties shall, as soon as agreeable to the parties following such date of notice, meet for collective bargaining, the Signatory Company being represented in such negotiations by a Bargaining Committee appointed by the Company, and the Signatory Union being represented by a Bargaining Committee selected by said Union. Any agreement on changes arrived at and approved in such negotiations shall be binding upon the parties to this Agreement. If such negotiations cannot be completed prior to the July 1 following the date on which such notice was given, any changes in compensation to employees shall nevertheless be retroactive to the said July 1.

Section 5: Termination

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

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

9th day of November, 1988

CANADIAN FOREST PRODUCTS LTD., PRINCE GEORGE
PULP AND PAPER MILLS DIVISION

by:

JOHN H. DOUGHERTY
GARTH DECKER

PULP, PAPER AND WOODWORKERS OF CANADA,
LOCAL NO. 9

by:

LEN SHANKEL
DAVE HENNING
BILL ADAIR

* * *

23rd day of November, 1988

CANADIAN PACIFIC FOREST PRODUCTS LIMITED,
TAHSIS PACIFIC REGION, GOLD RIVER MILL

by:

PETER REDFERN
DOUGLAS CARGILL

PULP, PAPER AND WOODWORKERS OF CANADA,
LOCAL NO. 11

by:

BRIAN LAWRENCE
RICHARD PARKES
ROBERT LARSEN

day of , 1988

CELGAR PULP COMPANY, CASTLEGAR, B.C.
by:

PULP, PAPER AND WOODWORKERS OF CANADA,
LOCAL NO. 1
by:

* * *

20th day of January, 1989

CRESTBROOK FOREST INDUSTRIES LTD
CRANBROOK, B.C.
by:

S.R. PEARCE
C.C. PURDY
JAMES P. GORMLEY

PULP, PAPER AND WOODWORKERS OF CANADA,
LOCAL NO. 15
by:

JIMO'NEILL
D. LYNCH
R. JONES
TERRY JONES

* * *

18th day of November, 1988

FLETCHER CHALLENGE CANADA LIMITED
CROFTON PULP AND PAPER DIVISION

by:

W.B. CLARKE
D.R. HAYWOOD

PULP, PAPER AND WOODWORKERS OF CANADA,
LOCAL NO. 2

by:

F.E. MULLIN
R.S. McDONALD
R.D. GREEN
R.J. TUKHAM

* * *

7th day of December, 1988

MACMILLAN BLOEDEL LIMITED, HARMAC DIVISION,
NANAIMO, B.C.

by:

R. DALE TUCKEY

PULP, PAPER AND WOODWORKERS OF CANADA,
LOCAL NO. 8

by:

JIM WHITE

* * *

16th day of December, 1988

SKEENA CELLULOSE INC., SKEENA PULP OPERATIONS,
PRINCE RUPERT, B.C.

by:

A.J. DONDERS
E.S. TAYLOR
R.W. BLACK

PULP, PAPER AND WOODWORKERS OF CANADA,
LOCAL NO. 4

by:

A.M. EMES
T. SAWKA
C.J. BROWN
V. TULI

* * *

8th day of November, 1988

WESTERN PULP LIMITED PARTNERSHIP,
SQUAMISH OPERATION, SQUAMISH, B.C.

by:

J. WALDIE MANION
V.S. IVANCIC

PULP, PAPER AND WOODWORKERS OF CANADA,
LOCAL NO. 3

by:

D.G. MUIR
R.E. PRITCHARD
L. WATSON

* * *

2nd day of December, 1988

WEYERHAEUSER CANADA LTD., KAMLOOPS, B.C.

by:

R. RYAN
G.P. SAUVE

PULP, PAPER AND WOODWORKERS OF CANADA,
LOCAL NO. 10

by:

G. WORTH
F. ACHESON
ANDY LAPA

* * *

PULP AND PAPER INDUSTRIAL RELATIONS BUREAU
as bargaining agent of the Company by:

E. Y. MITTERNDORFER
PRESIDENT

* * *

* In respect of each operation the collective agreement has been executed only by the employer of the members of the bargaining unit at that operation, the Pulp and Paper Industrial Relations Bureau, and the Local Union shown above opposite the name of the employer, which local union is, in each case, the certified bargaining agent of the employees in the unit. Each such agreement is in the form set out in this booklet except that each contains only the Exhibit "A", and definition of an employee applicable at the operation in respect of which it is made.

50
A

EXHIBIT "A"

JOB CATEGORIES AND WAGE RATES

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

	July 1/88	July 1/89	July 1/90
Mechanics			
Journeyman ("A" Mechanic)	20.015	21.115	22.275
"B" Mechanic	18.44	19.455	20.525
"C + " Mechanic	16.92	17.85	18.83
"C" Mechanic	16.265	17.16	18.105
"D" Mechanic	15.98	16.86	17.785
Apprentices			
5th Year Apprentice	20.015	21.115	22.275
4th Year Apprentice	18.44	19.455	20.525
3rd Year Apprentice	16.92	17.85	18.83
2nd Year Apprentice	16.265	17.16	18.105
1st Year Apprentice	15.98	16.86	17.785
Labour Rate	15.335	16.18	17.07

In the application of the adjustments of new hourly rates and the establishment of job rates and Mechanics' classifications described in the foregoing paragraphs, no employee will have his present rate reduced.

Maintenance			
Lubrication Mechanic	18.44	19.455	20.525
Lubrication Inspector			
— after 60 days	16.65	17.565	18.53
Oiler — 0 - 60 days	16.19	17.08	18.02
Garage Serviceman	16.19	17.08	18.02
Trade Utility			
— after 18 months	15.56	16.415	17.32
— 7 - 18 months	15.395	16.24	17.135
— 0 - 6 months	15.335	16.18	17.07

PRINCE GEORGE PULPPWC LOCAL #9

	July 1/88	July 1/89	July 1/90
Woodyard			
Chip Receiver	16.65	17.565	18.53
Equipment Operator — Chip Pile	16.80	17.725	18.70
Equipment Operator — Utility	16.495	17.40	18.355
Utility Floater	15.335	16.18	17.07

Yard

Heavy Equipment Operator (Drott, Pettibone, D8 & up , TD 15, 980 & Grader)	17.12	18.06	19.055
Medium Equipment Operator (Double axle trucks, 10-ton Truck, Dumpster, Hiab, Hough, Case, D4)	16.035	16.915	17.845
Light Equipment Operator (Single axle trucks and forklifts)	15.745	16.61	17.525
Labourer	15.335	16.18	17.07
Janitor	15.335	16.18	17.07

Pulp Mill

*Prince George Pulp and Paper
and Intercontinental Mills*

Distributed Control

Head Operator	21.13	22.29	23.515
Process Operator	20.05	21.155	22.32
Field Operator	17.735	18.71	19.74

Prince George Pulp & Paper Mill

#1 Pulping Operator	19.90	20.995	22.15
#2 Pulping Operator	18.20	19.20	20.255
Recausticizing Operator	18.05	19.045	20.09 M
Kiln Operator	16.65	17.565	18.53
Chip Screen Operator	16.035	16.915	17.845
Bleach Plant Operator	19.135	20.185	21.295
Asst. Bleach Plant Operator	17.585	18.55	19.57
Washer Operator	17.43	18.39	19.40
Screen Operator	16.65	17.565	18.53
Utility Relief	15.46	16.31	17.205
Utility Floater	15.335	16.18	17.07

	July 1/88	July 1/89	July 1/90
<i>Intercontinental Pulp Mill</i>			
#1 Pulping Operator	20.37	21.49	22.67
#2 Pulping Operator	18.35	19.36	20.425
Causticizing Operator	17.88	18.865	19.905
Lime Kiln	16.65	17.565	18.53
Chip Runner	16.035	16.915	17.845
Bleach Plant Operator	19.59	20.665	21.80
Asst. Bleach Plant Operator	17.585	18.55	19.57
Screen Operator	16.80	17.725	18.70
Bleach Plant Helper	16.495	17.40	18.355
Utility Relief	15.46	16.31	17.205
Utility Floater	15.335	16.18	17.07

Steam & Recovery

<i>Prince George Pulp & Paper Mill</i>			
Assistant Shift Engineer. 3rd	21.295	22.465	23.70
Recovery Boiler Engineer.			
3rd	20.37	21.49	22.67
Power Boiler Engineer. 3rd .	18.95	19.045	20.09
Recovery Fireman. 4th	17.85	18.55	19.57
Recovery Spoutman. 4th	16.345	17.245	18.195
Power Boiler Fireman	15.885	16.76	17.68
Utility Relief	15.46	16.31	17.205
Utility Floater	15.335	16.18	17.07

<i>Intercontinental Pulp Mill</i>			
Assistant Shift Engineer. 3rd	20.98	22.135	23.35
Recovery Boiler Engineer.			
3rd	19.90	20.995	22.15
Power Boiler Engineer. 3rd .	18.35	19.36	20.425
Turbine Engineer. 4th	17.27	18.22	19.22
Recovery Fireman. 4th	17.12	18.06	19.055
Power Boiler Fireman	15.885	16.76	17.68
Dewatering Plant Operator . .	15.605	16.465	17.37
Utility Relief	15.46	16.31	17.205
Utility Floater	15.335	16.18	17.07

Pulp Machine

<i>Prince George Pulp & Paper Mill</i>			
Machine Tender	19.59	20.665	21.80
Back Tender	18.35	19.36	20.425
Scaleman	16.345	17.245	18.195
Balerman	16.035	16.915	17.845
Utility Relief	15.46	16.31	17.205
Utility Floater	15.335	16.18	17.07

	July 1/88	July 1/89	July 1/90
Intercontinental Pulp Mill			
Machine Tender	20.21	21.32	22.495
Back Tender	18.815	19.85	20.94
Scaleman	16.19	17.08	18.02
Balerman	15.885	16.76	17.68
Utility Relief	15.46	16.31	17.205
Utility Floater	15.335	16.18	17.07
Warehouse			
Prince George Pulp & Paper Mill			
Warehouseman	16.965	17.90	18.885
Lift Truck Operator/ Leadhand	16.80	17.725	18.70
#1 Lift Truck Operator	16.495	17.40	18.355
#2 Lift Truck Operator	16.345	17.245	18.195
#3 Lift Truck Operator	16.19	17.08	18.02
Labourer	15.335	16.18	17.07
Intercontinental Pulp Mill			
Lift Truck Operator/ Leadhand	16.345	17.245	18.195
Lift Truck Operator	16.19	17.08	18.02
Technical			
Prince George Pulp & Paper Mill			
Laboratory Tester	16.65	17.565	18.53
Pulp Tester	16.19	17.08	18.02
Chip Quality Tester	15.745	16.61	17.525
Utility Relief	15.46	16.31	17.205
Intercontinental Pulp Mill			
Laboratory Tester	16.65	17.565	18.53
Pulp Tester	16.19	17.08	18.02
Utility Relief	15.46	16.31	17.205
Mill Stores			
Prince George Pulp & Paper and Intercontinental Mills			
Storesman #1	17.27	18.22	19.22
Storesman #2:			
— after 1 year	16.345	17.245	18.195
— 2nd 6 months	16.035	16.915	17.845
— 1st 6 months	15.745	16.61	17.525
Utility Floater	15.335	16.18	17.07
Tool Crib Coverage/Counterman — ten (10) cents per hour over base rate.			

	July 1/88	July 1/89	July 1/90
Cafeteria			
Lunchroom Attendant	16.19	17.08	18.02
Lunchroom Assistant	15.46	16.31	17.205
B.C. Chemicals			
Process Operator	19.135	20.185	21.295
Tall Oil Plant Operator	17.12	18.06	19.055
Utility 'A'	16.65	17.565	18.53
Utility 'B'	15.745	16.61	17.525
Labourer	15.335	16.18	17.07
Corporate Office			
General Utility	15.46		17.205

Dirty Money

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

1. Handling bag lime.
2. Abnormal handling of sodium sulphate.
3. Cleaning out lime kilns.
4. Cleaning out liquor tanks.
5. Recovery furnace hearth clean-out.
6. Cleaning out upper passes in recovery.
7. Cleaning out upper passes in power boiler.
8. Cleaning out green and white liquor clarifier and mud washers.
9. Cleaning out inside precipitator and cyclone duct.
10. Blowing out Flakt dryer steam coils.

Spray Painting and Sandblasting

An additional eight (8) cents per hour will be paid to Painters while actually using spray guns or sandblasting equipment.

Height Pay

Employees working over thirty feet (30') in height from non-permanent structures will be paid an additional fifteen (15) cents per hour while so working.

Steam & Recovery Ticket Differentials

Ticket differential for Steam and Recovery Engineers working on jobs below their ticket qualifications will be:

- 1st class — ten (10) cents per hour.
- 2nd class — ten (10) cents per hour.
- 3rd class — eight (8) cents per hour.
- 4th class — six (6) cents per hour.

Jackhammering

Employees actually using a Jackhammer shall receive \$15.745 per hour effective July 1, 1988, \$16.61 per hour effective July 1, 1989, \$17.525 per hour effective July 1, 1990 or their regular rate, whichever is greater.

Metric Tools

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

EXHIBIT "B"

WELFARE PLAN

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

1. Compliance

The Board of Trustees will use its best efforts to provide coverage in accordance with its obligations set forth in Article XV and Exhibit "B" of this Agreement, subject to the limitations found in the contracts of the selected carrier or carriers.

2. Coverages and Benefits

(a) Group Term Life Insurance

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

(b) Accidental Death or Dismemberment Insurance

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

Dismemberment Insurance benefits of the Welfare Plan will be in accordance with the schedules offered by the particular carrier involved, such coverage to be on a twenty-four (24)-hour basis.

(c) Non-occupational Accident and Sickness Insurance

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

(d) Medical-Surgical Coverage

The Welfare Plan will include Medical-Surgical coverage as required by the B.C. Medical Commission and an Extended Health Benefit Plan equitable to the standard plan provided by the Medical Services Association, including Vision Care coverage for employees and eligible dependents. Effective July 1, 1984, the co-insurance rate for hospitalization will be incorporated into the Extended Health Benefit coverage to a maximum of \$8.50 per day.

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

		Group Term Life	A.D.&D.
July 1, 1988	\$ 50,000	\$ 50,000
July 1, 1990	\$ 55,000	\$ 55,000

Hourly Job Rate*	Non-Occupational Weekly Accident & Sickness Insurance July 1, 1988
Less than 15.50	415
15.50 but less than 15.75	420
15.75 " " " 16.00	425
16.00 " " " 16.25	430
16.25 " " " 16.50	435
16.50 " " " 16.75	440
16.75 " " " 17.00	445
17.00 " " " 17.25	450
17.25 " " " 17.50	455
17.50 " " " 17.75	460
17.75 " " " 18.00	465
18.00 " " " 18.25	470
18.25 " " " 18.50	475
18.50 " " " 18.75	480
18.75 " " " 19.00	485
19.00 " " " 19.25	490
19.25 " " " 19.50	495
19.50 " " " 19.75	500
19.75 " " " 20.00	505
20.00 " " " 20.25	510
20.25 " " " 20.50	515
20.50 " " " 20.75	520
20.75 " " " 21.00	525
21.00 " " " 21.25	530
21.25 " " " 21.50	535
21.50 or over	540

* Note:

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

(f) Dental Care Plan

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

- (i) Basic Dental Services (Plan A) — Plan pays 80% of approved schedule of fees.
- (ii) Prosthetics, crowns and bridges (Plan B) — Plan pays 50% of approved schedule of fees.
- (iii) Orthodontic (Plan C) — Plan pays 50% of approved schedule of fees. The maximum lifetime benefit is \$2,000 per person for all services provided by an Orthodontist.

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

(g) Long Term Disability Plan

The Welfare Plan will include a Long Term Disability Plan which will provide benefits of 50% of regular weekly earnings calculated at 40 times the disabled employee's hourly straight time job rate at date of onset of disability, plus any negotiated increases to that hourly straight time job rate which would take place during the Elimination Period. In any event, benefit payment will not be paid beyond age 65 and in all cases, will cease on recovery. Other terms and conditions of the plan and conditions pertaining to its implementation will be established pursuant to the general principles set forth in the amended text of the Long Term Disability Plan dated July 1, 1988.

Long Term Disability benefits will be paid as follows:

- (i) There will be a minimum of sixty (60) months of benefit payment for persons with sixty (60) or less months of service.
- (ii) Additional benefits will be paid on the basis of one (1) month for each two (2) months of continuous service beyond the sixty (60) months service with the member pulp and paper company up to the date of onset of disability.
- (iii) For those who are either on W.I. or L.T.D. effective July 1, 1988 and continue to be disabled, benefits will be paid to age sixty (60) as a minimum if the employee does not have sufficient service to carry him further under (ii) above. At the point that he runs out of L.T.D. benefit, he can elect to either retire early or go on disability pension benefit until age sixty-five (65), at which time he will retire.
- (iv) For new claims that commence after July 1, 1988, benefits will be paid to age sixty (60) as a minimum if the employee does not have sufficient service to carry him further under (ii) above. At the point when he runs out of L.T.D. benefit, he will retire.

(h) **Out-of-Province Travel Plan**

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

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

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

3. Waiting Period

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

4. Union/Management Welfare Committee

A Union/Management Welfare Committee shall be established which shall consist of not less than two (2) nor more than three (3) members representing the Union involved, and not less than two (2) nor more than three (3) members representing the Company. The Union/Management Welfare Committee shall meet as necessary to deal with questions which may arise concerning the operation of the Welfare Plan and to perform any service required by the Trustees to ensure the smooth running of the Plan.

5. Changes in Classification

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

6. Costs

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

74
10

70
10
100

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

Company	70	100%
Employee	30	Nil

Non-occupational Accident and Sickness Insurance, Long Term Disability Plan

Company	70%
Employee	30%

7. Distribution of Surplus

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

Surplus accumulations must be disposed of within reasonable time limits.

8. Disputes

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

9. Disputed Workers' Compensation Board Weekly Indemnity Claims

74
10

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

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

10. Change in Benefits

In the case of an employee who is on active claim arising from a disability which occurred before a negotiated change in benefits and which continues thereafter, the said employee shall, as from the effective date of the negotiated change, be paid the changed weekly indemnity benefit, be covered for the changed Group Term Life Insurance and Accidental Death and Dismemberment Insurance, and make the changed contributions.

11. Leave of Absence — Full-Time Union Employees

Employees on leave of absence from any employer party to the Joint Labour Agreement for the purpose of fulfilling duties assigned to them by the Pulp, Paper and Woodworkers of Canada or any of the Local Unions shall have their respective Welfare Plan coverages maintained at the mill from which they are on leave.

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

12. Notice of Employees Receiving Benefits

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

13. Interpretation of "Company" and "Employees"

For the purposes of the Welfare Plan "Employees" includes qualified employees of the Pulp, Paper and Woodworkers of Canada or any local thereof which is a party to the Joint Labour Agreement and "Company" includes the union employer of such employees.

14. Surviving Spouse and Dependent Coverage

Where a surviving spouse and dependents of a deceased employee are not covered by such plans by reason of their own employment, the company will extend the coverage under Medical-Surgical Plan, the Extended Health Benefit Plan and the Dental Plan for a period of three (3) months following the death.

EXHIBIT "C" *2/21*

APPRENTICESHIP TRAINING PROGRAM

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

Electrician	Mason
Machinist	Automotive Mechanic
Pipefitter	Carpenter
Instrument Mechanic	Sheet Metal Worker
Welder	Millwright
Painter	Moulder
Pattern Maker	Refrigeration Mechanic
Bricklayer	Heavy Duty Mechanic
Heat and Frost Insulator	

General Principles

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

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

Joint Union-Management Apprenticeship Committee

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

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

- (a) The Company to establish in-plant training programs to support the training syllabus as developed by the Apprenticeship Branch of the Department of Labour for each trade involved. Supervision of the established program shall be the responsibility of the Joint Committee.
- (b) Set standards for entry into the Apprenticeship Program that are not inconsistent with the standards recommended by the Apprenticeship Branch.
- (c) Carry out periodic reviews of the training programs at intervals of not more than three (3) months.
- (d) See that the required practical tests are carried out in co-operation with the Apprenticeship Branch.
- (e) Determine the tool requirements by years of training.
- (f) Joint Committee to review any case of lost time from the Program because of sickness, accident, etc. and to determine the amount of additional time necessary before an employee meets his requirements of time served.

Central Advisory Committee

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

Entry to Program — New Apprentices

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

Schedule of Training for Apprentices

11. Upon completion of each Period of training in an approved Vocational School, an apprentice will be required to pass examinations set by the Apprenticeship Branch. Practical examinations shall be confined to the area of training received.

In the event of failure to pass examinations, the Apprentice shall be required to undergo a period of re-training on subject material specified by the Apprenticeship Branch authorities and will be required to be re-examined within twelve (12) months. Failure to pass the second examination will result in a review of his position by the Joint Apprenticeship Committee and could result in his removal from the Program. Employees who are removed from the program will be offered an entry job in keeping with their plant seniority.

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

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

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

(d) If any of the aforementioned work periods are exceeded due to the unavailability of Vocational School facilities,

such extra time will be credited to the Apprentice in succeeding training requirements. Also, the Apprentice's rate shall be adjusted retroactively to the commencement of the scheduled year providing he successfully passes the examinations. Retroactivity will not apply where re-testing is necessary.

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

nated as a certified Journeyman at the regular hourly rate for "A" Mechanics.

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

Cost of Books

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

Allowances and Wage Make-up

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

General

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

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

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

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

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

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

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



LEAVE OF ABSENCE FOR STEAM PLANT PERSONNEL ATTENDING VOCATIONAL SCHOOL

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

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

2. Upon successful completion of the Department of Education Correspondence Course for a THIRD CLASS STATIONARY STEAM ENGINEERING CERTIFICATE, or possessing equivalent qualifications acceptable to the Vocational School authorities, employees shall be granted five (5) weeks' leave of absence with pay to attend the Vancouver Vocational School to complete the course and write the examination for the Third Class Stationary Steam Engineering Certificate.

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

to the Vocational School to complete the course and write the prescribed Third Class Certificate examination.

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

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

(ii) Five (5) weeks' leave of absence with pay to complete Part "B" (Basic Engineering).

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

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

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

6. The Company will bear the cost of the prescribed examination and tuition fees, if any, required of candidates writing for Stationary Engineering Certificates.

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

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

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

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

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

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

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STATEMENTS OF POLICY

1945 to 1988

JOINT LABOUR AGREEMENT

Taken from the
Transcripts of Negotiations
for Contract Years

1945 — 1952 Inclusive

and from Memoranda issued during
subsequent Wage Conferences

**PULP, PAPER AND WOODWORKERS OF CANADA
LOCAL UNIONS NOS. 1, 2, 3, 4, 8, 9, 10, 11 AND 15**

Canadian Forest Products Ltd.

Prince George Pulp and Paper Mills Division

Canadian Pacific Forest Products Limited

Tahsis Pacific Region, Gold River Mill

Celgar Pulp Company

Castlegar, B.C.

Crestbrook Forest Industries Ltd.

Cranbrook, B.C.

Fletcher Challenge Canada Limited

Crofton Pulp and Paper Division

MacMillan Bloedel Limited

Harmac Division, Nanaimo, B.C.

Skeena Cellulose Inc.

Prince Rupert, B.C.

Western Pulp Limited Partnership

Squamish Operation

Weyerhaeuser Canada Ltd.

Kamloops, B.C.

FOREWORD

The Statements of Policy contained in this booklet have been re-worded for the sake of brevity and clarity, and have been agreed to by both Labour and Management representatives. They are intended as a supplemental guide in the interpretation of the Agreement on the points which they cover.

STATEMENTS OF POLICY

ARTICLE II — DEFINITIONS

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

3/1 Employees and employers recognize that supervisors are excluded from the provisions of the Joint Labour Agreement and accordingly it is improper for supervisors normally to do the kind of work which is done by those defined as employees in the Agreement.

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

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

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

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

The word "engineering" as used in this section does not refer, to steam operating engineers. 631K-1

ARTICLE V — STANDING COMMITTEE

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

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

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

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

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

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

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

ARTICLE VI — HOURS OF WORK

(a) Section 2: Overtime

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

It is hereby agreed by the companies party to the Joint Labour Agreement that:

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

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

(iii) For the purpose of calculating overtime, the basic forty (40)-hour work week shall be reduced by eight (8) hours in any week in which a recognized paid Statutory Holiday occurs. Should more than one (1) recognized paid Statutory Holiday occur in any week, the basic forty (40)-hour work week shall that week be reduced by eight (8) hours for each such recognized paid Statutory Holiday.

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

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

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

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

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

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

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

Sunday	8 hours plus 4;
Monday	8 hours;
Tuesday	8 hours plus 4;
Wednesday	8 hours;
Thursday	8 hours;
Friday	Off;
Saturday	4 hours.

If he is called back at 1:00 p.m. Saturday to work four (4) hours in the afternoon, is he entitled to time and one-half? The answer is "no" for the reason that the Agreement stipulates that overtime will only be paid on the one basis. In other words, we cannot pay overtime twice on the same time. However, in the letter of October 18, 1946, Powell River Company Limited and Pacific Mills Limited did agree to include Sunday time and designated holidays time in the forty-four (44)-hour week (amended to forty (40) hours 1952-53), even though time and one-half had been paid on it. They did not agree to include any other time on which time and one-half had been paid and there is no intention of broadening it at this time. On this principle, therefore, in the case above, the hours the employee worked on Tuesday, his designated day off, are eliminated from inclusion in the forty-four (44)-hour week (amended to forty (40) hours 1952-53).

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

Clarification of Payment of Overtime to Tour Workers. (Page 270, 1948 Transcript)

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

Relief of Mates. (Page 328, 1950 Transcript)

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

Section 3: Days Off and Schedule of Shifts

(a) **Scheduling of Days Off.** (Memorandum, 1953 Wage Conference)

The Manufacturers agree that the **scheduling** of days off shall be on a consecutive basis wherever **practicable**.

(b) **Clarification of "Breakdown"**. (Statement of Manufacturers, 1959 Wage Conference)

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

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

Clarification of "Starting". (Page 260, 1948 Transcript)

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

ARTICLE VIII — ALLOWANCE FOR FAILURE TO PROVIDE WORK

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

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

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

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

ARTICLE IX — CALL TIME

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

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

(ii) A Day Worker whose shift is from 8:00 a.m. to 5:00 p.m. is told to continue his work until 6:00 p.m. and then at 6:00 p.m. is told to go home and return at 8:30 p.m. will receive two (2) hours' Call Time since more than two (2) hours have elapsed.

(iii) A Day Worker whose shift is from 8:00 a.m. to 5:00 p.m. is told to continue his work until 6:00 p.m. and then at 6:00 p.m. is told to report at 7:30 p.m. will not receive Call Time because two (2) hours have not elapsed.

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

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

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

(i) Section 1(d) relating to the payment of Call Time to Tour Workers, the phrase "after he has completed his shift" shall be considered to mean at that point when his pay stops upon being relieved by a man.

(ii) A Day Worker is called in on his designated day off reporting for work at 8:00 a.m. and working until 10:00 a.m. for which he received four (4) hours' pay as the minimum allowance for an employee who starts work. If notification had not been given during his last shift preceding the work involved, he would qualify for Call Time and would also qualify under the provisions of Section 2(a) wherein a minimum of four (4) hours' pay will be paid for each call when work has actually commenced both to Tour Workers and Day Workers. In the above case the worker worked two (2) hours at the overtime rate plus a two (2)-hour call which would entitle him to five (5) hours' pay, thereby meeting the requirements of Section 2. It should be made clear that an employee under these circumstances will not receive four (4) hours' minimum pay plus Call Time, if any, but that the four (4) hours' minimum pay includes the Call Time payment.

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

ARTICLE XI — VACATIONS

(a) Application of 4-Week Vacation Clause.

The provisions of Section 4 shall not be made inoperative due to the fact that the Joint Labour Agreement has not been in operation for fifteen (15) years.

(b) Allotment of Vacation Time. (Statement by Companies, 1959 Wage Conference)

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

(c) Computation of Vacation Pay

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

ARTICLE XII — STATUTORY HOLIDAYS

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

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

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

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

(c) Clarification of Section 4. (Page 265, 1948 Transcript)

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

(ii) It is understood that an employee's vacation shall be exclusive of a paid holiday as recognized by the Joint Labour Agreement. Therefore, if one or more such holidays fall within the employee's vacation period, he will be required to take the comparable number of additional days off. The employee shall only receive the pay for such recognized paid holidays falling within his vacation period when he takes the required additional time off.

(iii) Where an employee, after having agreed to do so, fails or refuses to work on a holiday, on account of sickness, or other bona fide reason, the Company reserves the right to investigate the absence of the employee to decide whether or not he is entitled to holiday pay.

(iv) The sixty (60)-day qualifying period referred to in Clause (a) refers to "calendar" days.

(d) **Clarification of Section 4(d)**. (Page 105, 1950 Transcript)

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

ARTICLE XVIII — LEAVE OF ABSENCE

Section 2: Bereavement Leave

Bereavement Leave Clause Does Not Affect Changing of Days Off. (Statement agreed upon 1964 Wage Conference)

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

Section 3: Jury or Witness Duty

Jury or Witness Duty Clause Does Not Affect Changing of Days Off. (Statement agreed upon 1964 Wage Conference)

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

ARTICLE XXVI — SAFETY

Unsafe Working Conditions. (Page 136, 1947 Transcript)

It is not the policy of Management to require an employee to work under unsafe conditions. It is admitted by the Union and

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

ARTICLE XXVII — CAUSES FOR DISCIPLINARY ACTION

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

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

(b) **Neglect of Duty.** (Page 75 et seq., 1946 Transcript)

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

(c) **Definition of "Gambling" and "Mill Premises".** (i) Page 307; (ii) Page 97, 1950 Transcript)

(i) Definition of gambling will be in accordance with local mill rules.

(ii) Mill premises is defined as the actual mill area and is not to include the townsite, or bunkhouses.

ARTICLE XXVIII — ADJUSTMENT OF COMPLAINTS

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

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

EXHIBIT "A"

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

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

MISCELLANEOUS

(a) **Painting and Welding Being Done by Other Than Regular Painters and Welders.** (Page 137, 1947 Transcript)

Painting — No operator or helper will be required to paint while carrying on his regular operating or helping job.

Welding and burning will be done by the regular welding crew except in the case of an emergency where only a qualified senior mechanic may perform this work.

(b) **Rents and Services.** (Page 122, 1947 Transcript)

Services in mill towns include such items as the general store, hospital, living quarters, rent, power, light, water, garbage, etc. In respect to the future, when all controls are eliminated, the companies' policy will be to provide at all times the best possible services to the people working in these communities at the best possible cost. Profit on service has never been a factor in the companies' determination of the price of the services.

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

40/1 If an employee is requested to work in excess of eight (8) hours in any one day or in excess of his scheduled work week hours in any one week, the employee has the right to come in or not to come in and no penalty can be imposed by the employer for the failure of the employee to come in. It is understood, however, that the Companies are entitled to look for reasonable cooperation from their employees.

(d) **Leave of Absence**

The Manufacturers are of the opinion that granting of leave is a matter between the employees and the mill concerned. The

companies will, however, consider length of service and will endeavour to arrange leaves of absence to suit the employee's wishes. Employees who have ten (10) or more years of service will be given special consideration.

SUGGESTIONS WITH RESPECT TO BULL SESSIONS

1. That a full and complete list of bull session items be submitted to each management — at the mill — at least TWO (2) WEEKS prior to the commencement of the Joint Wage Conference.
2. That bull session items be completed PRIOR to the commencement of the Joint Wage Conference.
3. That every effort, however, be made by all concerned to ELIMINATE THE NEED for bull sessions.

May 23, 1988

Re: 1988 union agenda item #19(iii) — Apprenticeship

LETTER OF UNDERSTANDING

On successful completion of the required period of vocational school training, the company will reimburse out-of-town expenses to a maximum of \$10.00 per school day attended to apprentices who qualify for the government living-out allowance. This reimbursement will also apply to Steam Plant personnel.

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

May 23, 1988

Re: 1988 Union Agenda Item #11(C) -- Retention of Seniority

Mr. A.C. Gruntman
Vice-President Region IV
Canadian Paperworkers Union
#540-1199 West Pender Street
VANCOUVER, B.C.
V6E 2R1

Mr. Stan Shewaga
President
Pulp, Paper and Woodworkers of Canada
#140-111 Victoria Drive
VANCOUVER, B.C.
V5L 4C4

Dear Art and Stan:

Re: Letter of Understanding -- Rehiring

The following practice will be observed during the 1988-91 contract.

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

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

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

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

Yours truly,

Eric Y. Mitterdorfer
President

June 10, 1988

Re: 1988 Union Agenda Item #5 — Contracting Out

Mr. A.C. Gruntman
Vice-President, Region IV
Canadian Paperworkers Union
#540-1199 West Pender Street
VANCOUVER, B.C. V6E 2R1

Mr. Stan Shewaga
President
Pulp, Paper and Woodworkers of Canada
#140-111 Victoria Drive
VANCOUVER, B.C. V5L 4C4

Dear Art and Stan:

LETTER OF INTENT

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

Yours very truly,

Eric Y. Mitterdorfer
President

June 15, 1988

Re: 1988 Union Agenda Item #22 — Trade Guidelines

Mr. A.C. Gruntman
Vice-President, Region IV
Canadian Paperworkers Union
#540-1199 West Pender Street
VANCOUVER, B.C. V6E 2R1

Mr. Stan Shewaga
President
Pulp, Paper and Woodworkers of Canada
#140-111 Victoria Drive
VANCOUVER, B.C. V5L 4C4

Dear Art and Stan:

LETTER OF INTENT

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

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

- New initiatives relative to maintenance work practices will be restricted to common sense change of work practice inefficiencies and the application of new technology.
- No tradesman or apprentice will be displaced from his trade by the introduction of changed work practices.
- Current local agreements are unaltered.
- The company will consult with the local union about proposed changes in existing maintenance work practices.
- The commitments in this letter are subject to the grievance procedure in the J.L.A. and B.C.S.L.A.

Yours very truly,

Eric Y. Mitterdorfer
President

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