

COLLECTIVE AGREEMENT

BETWEEN

CKF INC.

(the “Company”)

AND

LOCAL 5

OF THE

PULP, PAPER AND WOODWORKERS OF CANADA

(the “Union”)

Term: 01 September 2002 – 31 August 2005

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## **ARTICLE 1. PURPOSE**

- 1.01 The purpose of this agreement is to maintain a harmonious relationship between the Company and its employees covered by this agreement and to provide an amicable method of settling any differences or grievances which may arise with respect to matters covered by this agreement.
- 1.02 It is also the purpose of this agreement to provide for orderly collective bargaining, the prompt disposition of grievances and the negotiation of wages, hours of work and other terms and working conditions to the extent and in the manner provided herein; and, further, this collective agreement and appendices represent the total understanding between the parties except as augmented by legislation. It is understood that the parties may rely on the principle of past practice as an aid in interpreting the provisions of this agreement.
- 1.03 The parties hereto subscribe to the principles of the Human Rights Act.
- 1.04 It is agreed that all employees covered by this agreement will perform their work to the best of their ability, to the end that the highest possible productivity of the plant be accomplished, that the profitable operations of the plant be continued, and that full-time employment of all personnel employed by the Company be maintained.

## **ARTICLE 2. RECOGNITION**

- 2.01 The Company recognizes the Union as the sole collective bargaining agent for those employees of the Company as described in the certification issued by the Labour Relations Board.
- 2.02 Where used in this agreement, including appendices, the word "employees" shall mean all employees except those excluded from the certified bargaining unit.
- 2.03 All employees at the date of certification must become members of the Union in good standing and must maintain such membership as a condition of continued employment throughout the term of this agreement. Any new employee hired shall, as a condition of employment, become a member of the Union within thirty (30) days of starting work.

2.04 The Union and the Company recognize that salaried employees, including supervisors, are excluded from the provisions of this agreement. Accordingly, it is improper for supervisors to normally perform the work of the employees covered by this agreement. It is also recognized that for the practical, efficient and economic operation of the plant, there will be occasions when supervisors must do bargaining unit work. Such occasions shall only be temporary in nature and must not result in the layoff of an employee or prevent the recall of a laid-off employee.

It is recognized that supervisors may work in order to train or assist bargaining unit employees, providing no bargaining unit employee is laid-off as a result.

### **ARTICLE 3. MANAGEMENT RIGHTS**

3.01 It is understood that the Company retains the right to manage its operations in all respects except as this right may be restricted by the terms of this agreement.

### **ARTICLE 4. UNION DUES**

4.01 The Company agrees to deduct and remit dues from each employee according to the rules laid out in Section 16 of the Labour Relations Code of British Columbia.

4.02 All deductions shall be remitted to the Union once a month with a written statement containing the names of the employees from whom deductions were made and the amount of the deduction.

4.03 In the event the amount of the deduction is to be increased during the term of this agreement, the Company shall be given thirty (30) calendar day's notice and the deduction shall be adjusted accordingly thereafter.

4.04 The Company agrees to deduct all assignments and assessments as requested by the Union within thirty (30) days of receipt of said request in writing by the Financial Secretary of the Union. The Union agrees to hold the Company harmless against any claim which may be made by reason of these deductions.

4.05 The Company shall incorporate the yearly dues total on the employee's T4 statement.

**ARTICLE 5. UNION REPRESENTATION**

5.01 The Union shall elect from its members employed at the Company a Union Plant Committee and shop steward(s) who shall represent the Union. The Union Plant Committee shall consist of four (4) members.

Each committee member and/or shop steward shall have completed the probationary period recognized in Article 6.02 at the time of election or appointment.

5.02 The Union shall provide the Company with an up-to-date list of names of Union Plant Committee members and shop stewards.

5.03 The Company agrees that the Union Plant Committee and/or shop steward(s) will be compensated for reasonable time lost during their regularly scheduled work days at their regular rate of pay when discussing grievances, pursuant to Article 18, with the Company.

The Union agrees that the servicing of such grievances shall be subject to the operating efficiency and safety of the plant. At times other than approved breaks as covered in Article 12.01, the Union Plant Committee member, shop steward and the employee involved shall obtain the permission of the department manager.

5.04 Authorized representatives of the Local and/or National Union shall be granted reasonable access to the plant during weekdays between 8:00 a.m. and 4:00 p.m. upon prior notification to the Company management. Access to the plant at times other than the aforementioned shall be only in emergency situations and upon prior approval of the management of the Company. It is understood that access to the plant by Union representatives will not disrupt production.

## ARTICLE 6. SENIORITY

### 6.01 Application of Seniority

- (a) The Company recognizes the principle of seniority in the administration of promotions, demotions, transfers, layoffs, bumping and recalls. In the application of seniority under this article, if an employee has the necessary qualifications and the ability to perform in accordance with the job requirements, seniority shall prevail.
- (b) When applicants for the position of leadhand have equal skills, ability, qualifications and employment records, the applicant with the greatest job seniority shall be selected.

The Company will select leadhands from the job classification for which the leadhand is required.

### 6.02 Probationary Employees

- (a) A newly hired regular employee shall be considered a probationary employee until such employee has worked 480 hours. Employees will receive credit towards completing their probationary period for any hours worked as a temporary employee.
- (b) Probationary employees who remain employed shall be given an oral progress report by their department manager. The oral progress report shall be given in the presence of a shop steward. The report shall be given between the 200th and 280th hour worked.
- (c) The Company reserves the right to terminate probationary employees due to unsuitability.

### 6.03 Temporary Employees

The parties recognize the Company's need for the use of temporary employees and agree that it is necessary to have a separate classification for such employees. The following terms apply to their employment with the Company:

- (a) A temporary employee is defined as a person hired to provide additional work for the purposes of seasonal peak workload demands, vacation leave, overtime relief, work backlogs, and replacement of regular full time employees due to leave of absence, illness or accident.

- (b) Except as outlined in other parts of this Article, the following provisions of this agreement do not apply to temporary employees: Health and Welfare Plan, Leaves of Absence, Pension Plan, Plant Closure, Technological Change and Retraining, Vacations, Seniority Articles 6.07, 6.08 and 6.09.
- (c) Temporary employees' seniority shall be based on their date of hire. Where the dates of hire are the same for two or more employees, the employee with the lowest employee number shall be deemed to be the most senior. Subject to the employee having the requisite skill, ability and qualifications, the Company agrees to hire its regular employees for the bargaining unit from the list of temporary employees according to their seniority. Temporary employees shall not accrue plant or job seniority.
- (d) Postings not filled by a regular employee will be offered to the temporary employees in order of their seniority provided the senior temporary employee has the necessary skill, ability and qualifications.
- (e) The Company reserves the right to terminate the employment of temporary employees for unsuitability during the first 600 hours actually worked.
- (f) Temporary employees shall receive a fringe benefit premium of \$1.35 for each hour actually worked after actually working 480 hours.
- (g) Where a temporary employee is employed for a period of eighteen (18) months and is actively available for work, such employee shall be enrolled in the pension and benefit programs (excluding Short-term disability and Long-term disability) provided by the Company and the fringe benefit premium outlined in clause 6.03 (f) shall cease to be applicable.
- (h) Temporary employees are paid vacation pay at a rate of 4% of their gross earnings on each bi-weekly pay and will be eligible for a maximum of 2 weeks unpaid vacation time after completing one year of service.

6.04 Plant and Job Seniority

- (a) For employees who did not work as temporary employees, their plant seniority date will be their date of hire, once they have completed their probationary period. For employees who worked as temporary employees, their plant seniority date

will be the date the employee was posted in to a classified job under Article 6.03(d) once they have completed their probationary period. In the event that the employment of the employee has been interrupted, as defined in Article 6.05, such employee's seniority date shall be the last day of hire as a regular employee.

- (b) Job seniority shall mean the length of service in the job from the most recent date of entry into a classified job.

#### 6.05 Loss of Seniority

An employee's seniority, including the seniority of a temporary employee, shall cease and employment shall be terminated if the employee:

- (a) quits; or
- (b) is discharged; or
- (c) is absent and does not notify such employee's department manager or leadhand within two (2) working days of the absence (unless the failure to notify was beyond the employee's control); or
- (d) retires or is retired; or
- (e) fails to return from an authorized leave of absence; or
- (f) is laid off for a period in excess of the following:
  - (i) for employees with less than one (1) year of plant seniority - five (5) months;
  - (ii) for employees with one (1) or more years of plant seniority - five (5) months plus one (1) month for each year of plant seniority, in excess of one (1) year, to a maximum of fifteen (15) months.

Regular employees shall continue to receive employment benefits while on lay off until the last day of the month following the month in which the employee was laid off.

#### 6.06 Job Posting

- (a) When a vacancy exists for a full-time position, the Company shall post the vacancy for a period of seven (7) calendar days. Application shall be made in writing on the approved form within the seven (7) day period.
- (b) All postings shall at least contain the following information:

- (i) date of posting;
  - (ii) job title;
  - (iii) hours of work;
  - (iv) rate of pay;
  - (v) educational and technical requirements;  
licences and trade qualifications.
- (c) Job postings shall be filled in accordance with Articles 6.01 and 6.03(d).
- (d) The successful applicant and the Union are to be advised in writing within fourteen (14) calendar days of the closed posting.
- (e) When an employee is accepted for a posted job, such employee will receive the starting rate of pay for that job and progress through the normal pay scale. The first 300 hours actually worked (500 hours actually worked on the foam line) on the new job are training or trial period.
- (f) Should an employee fail to prove capable of performing the duties of the new job during the stipulated training and/or trial period or should the employee decide not to accept the new job during the same period, the employee may return to such employee's former job. The vacancy thus created would be filled from the list of applicants for the original job posting on the basis of seniority, skill and ability.
- (g) A job opening created by an employee receiving a posted job will also be posted, however, this job will not be filled on a permanent basis until the employee leaving the job is successful in completing the training and/or trial period and accepts the new job.

6.07 Layoffs

- (a) Layoffs of one (1) day or less within a Job Classification shall be carried out in reverse order of "plant" seniority.
- (b) Layoffs of more than one (1) day within a Job Classification shall be carried out in reverse order of "job" seniority.

6.08 Bumping

- (a) For Layoffs anticipated to be longer than one (1) day but less than ten (10) days:
  - (i) The laid-off employee shall bump into the last job the employee held based on plant seniority.
  - (ii) If the laid-off employee cannot bump an employee under 6.08(a)(i), the employee shall bump into any job which the employee previously held based on plant seniority.
  - (iii) If the laid-off employee cannot bump an employee under 6.08(a)(i) or (ii), the employee shall bump the most junior employee in the plant, based on plant seniority, provided the laid-off employee has the necessary skill and ability to immediately perform such job without training.
- (b) For Layoffs anticipated to be ten (10) days or longer:
  - (i) The laid-off employee shall bump into any job the employee previously held based on plant seniority.
  - (ii) If the laid-off employee cannot bump an employee under 6.08(b)(i) the employee shall bump the most junior employee in the plant and would be eligible for training under Article 6.09.
- (c) An employee retains job seniority until such employee applies for and is accepted into another job posting.

## 6.09 Retraining

A reasonable training period shall be offered to a laid off employee (which includes an employee who has been bumped by a more senior employee who cannot bump another employee). The training period is to allow such employee to perform the work being carried out by a more junior employee when the lay off is anticipated to be greater than ten (10) calendar days. In order to qualify for such training the employee must have the skill and ability to be trained for the job.

This requirement to train shall not apply to employees seeking to bump into the following jobs: Tool Set Up

Mechanic, Trade Apprentice and Tradesmen (Mechanics and Electricians).

#### **ARTICLE 7. DISCIPLINE**

- 7.01 The Company shall not discipline an employee except for just and reasonable cause.
- 7.02 If, during a discussion with an employee, disciplinary action is to be administered to the employee, the employee will be given the option of having a Union representative called in to hear the disciplinary action and reasons for the same.

#### **ARTICLE 8. WAGE CLASSIFICATIONS**

##### 8.01 Wage Schedule

- (a) Attached hereto and forming part of this Agreement is Appendix "A" covering the hourly wage rates and the job classifications.
- (b) Temporary employees shall receive the Temporary Employee Base Rate referred to in Appendix "A" for all hours worked. Upon receiving credit for service, in accordance with Article 8.02, in a Job Classification of 500 hours, 1000 hours, etc. the Temporary Employee will receive the hourly rate for all hours worked in that Job Classification in accordance with the pay rate applicable on Appendix "A".

##### 8.02 Credit for Service

The service wage rate progressions referred to in Appendix "A" shall be based on hours actually worked in the particular job. Hours actually worked shall include hours on paid leave. For greater certainty, hours actually worked will exclude absences for unpaid leave and sickness or accident whether covered by W.C.B., L.T.D., or any other sick leave coverage. This shall apply to both regular and temporary employees.

##### 8.03 New Wage Classifications

Whenever a change is made in the plant which creates new job classifications or significantly increases the duties and responsibilities of existing classifications, the rate of pay for the new classification or increased duties and responsibilities will be negotiated and on failure to agree upon the rate the grievance procedure under Article 18 shall apply and shall be retroactive to the start of the new job.

8.04 Leadhand Premium

Employees assigned to work as a Relief Supervisor or Extrusion Leadhand will be paid an hourly premium for hours actually worked as follows:

Relief Supervisor	\$1.90
Extrusion Leadhand	\$1.30

8.05 Electrician's Premium

One Electrician will be paid an hourly premium of \$0.50 in recognition of a blanket permit when registered in such Electrician's name. The Company reserves the right to eliminate the premium if the blanket permit becomes unnecessary or the Electrician fails to fulfill or maintain the requirements necessary to hold the blanket permit.

**ARTICLE 9. ALLOWANCE FOR FAILURE TO PROVIDE WORK**

9.01 When an employee reports for a regularly scheduled shift or overtime shift and then no work of any kind is provided, such employee shall receive four (4) hours pay for so reporting at the employee's classified rate of pay.

9.02 When an employee has commenced a regularly scheduled shift and then no work of any kind is provided, such employee shall receive a minimum of four (4) hours pay or pay for the hours worked, whichever is greater.

9.03 Articles 9.01 and 9.02 do not apply when the failure to provide work is caused by circumstances beyond the control of the Company.

**ARTICLE 10. CALL TIME**

10.01 If a regular employee is called at home and requested to come in to work (either following a shift or on a designated day off) such employee will receive pay for time actually worked or five (5) straight time hours, whichever is greater.

**ARTICLE 11. TEMPORARY JOB ASSIGNMENTS**

11.01 The Company reserves the right to assign an employee to any job for which such employee is qualified in order to maintain the effective and efficient operation of the plant. Such assignments shall not be for a period of longer than sixty (60) calendar days unless such employee agrees to an extension of the temporary job assignment. Where the employee is not agreeable to an extension of the temporary job assignment and another qualified employee is available to perform the required work, such employee will not be temporarily assigned to the same work which gave rise to the temporary job assignment for a period of at least thirty (30) days.

11.02 When an employee is assigned to a lower-paying job which such employee had not been scheduled to work, the employee will receive the rate of pay which was being paid at the time of the assignment to the lower-paying job.

11.03 When an employee is assigned to a higher-paying job for less than two (2) hours, the employee shall receive such employee's classified rate of pay. Should the assignment exceed two (2) hours, the employee shall receive the higher wage rate for the period of the assignment.

**ARTICLE 12. HOURS OF WORK**

12.01 There are different work schedules which may include:

- (a) Twelve Hour Shifts: Seven (7) days per week, from 8:00 a.m. to 8:00 p.m. and from 8:00 p.m. to 8:00 a.m. These are worked on a four (4) days on (2 days/2 nights) and a four (4) days off basis. The work week averages forty-two (42) hours over an eight (8) consecutive week period.

The break periods for this shift shall be two paid ten (10) minute breaks in the first six (6) hours of the shift; one paid thirty (30) minute lunch break and two paid fifteen (15) minute breaks in the second six (6) hours of the shift.

- (b) Ten Hour Shifts: Four (4) days per week, from 7:30 a.m. to 5:30 p.m., forty (40) hours per week.

The break periods for this shift shall be one paid fifteen (15) minute break in the first five (5) hours of the shift; one paid thirty (30) minute lunch break and two paid fifteen (15) minute breaks in the second five (5) hours of the shift.

- (c) Eight Hour Shifts: Five (5) days per week, from 7:00 a.m. to 3:00 p.m., 3:00 p.m. to 11:00 p.m. and 11:00 p.m. to 7:00 a.m. Shift rotation is bi-weekly.

The breaks for this shift rotation shall be two (2) fifteen (15) minute paid breaks and one twenty (20) minute paid lunch break.

If only two (2) eight (8) hour shifts are scheduled these will normally be from 8:00 a.m. to 4:30 p.m. and 4:30 p.m. to 12:30 a.m.

The breaks for the day shift shall be two paid fifteen (15) minute breaks and one unpaid thirty (30) minute lunch break. The breaks for the afternoon shift shall be two paid fifteen (15) minute breaks and one paid twenty (20) minute lunch break.

- (d) Day Work: Eight (8) hours per day, 8:00 a.m. to 4:30 p.m., five (5) days per week, forty (40) hours per week.

The breaks for this shift shall be two paid fifteen (15) minute breaks and one unpaid thirty (30) minute lunch break.

12.02 The above schedules are intended to define the normal hours of work. They shall not be construed as a

guarantee of minimum or maximum hours of work per day or per week, or of days of work per week, or of working schedules.

12.03 The Company will only add to, delete or modify the compressed work week schedule for economic reasons and shall provide four (4) weeks' advance notice of any such changes.

12.04 Shift Premiums

(a) On the twelve hour shift schedule, employees shall be paid a premium of 92 cents (Year 1); 94 cents (Years 2); and 96 cents (Year 3) for each hour actually worked between 8:00 p.m. and 8:00 a.m.

(b) On the eight hour shift schedule, employees shall be paid a premium of 61 cents (Year 1); 62 cents (Year 2); and 63 cents (Year 3) for each hour actually worked between 3:00 p.m. and 11:00 p.m. and 71 cents (Year 1); 72 cents (Year 2); and 74 cents (Year 3) for each hour actually worked between 11:00 p.m. and 7:00 a.m.

(c) The premiums described in (a) and (b) above shall be paid in addition to the employee's regular rate of pay but the premiums shall not be added to the employee's wage rate for the purpose of calculating overtime.

12.05 Sunday Premium

Employees working on the continuous operation, twelve hour shift schedule will be paid a premium of \$3.65 per hour for all regularly scheduled straight time hours actually worked on Sunday.

12.06 Twelve Hour Shift - General

When an employee is required to work more than twelve (12) hours because such employee's relief fails to report for work, such employee will not be required to work more than fourteen (14) hours. The Company will make every possible effort to provide relief as soon after twelve (12) hours as possible.

12.07 Mutual shift changes will be permitted without penalty to either the employees involved or the Company when requested by the two employees involved and approved by the department manager.

**ARTICLE 13. OVERTIME**

13.01 Overtime at the rate of time and one-half (1-1/2) the employee's basic hourly rate and double time at the rate of two (2) times the employee's basic hourly rate shall be paid on the following basis:

- (a) employees working eight hour shifts or day work who continue to work beyond eight (8) hours will be paid at a rate of time and one-half (1-1/2) for the first three (3) hours worked in excess of such employee's normal shift and double time thereafter; or
- (b) employees working on the ten hour shift who continue to work beyond ten (10) hours will be paid at a rate of time and one-half (1-1/2) for the first hour and double time for additional hours worked thereafter; or
- (c) employees working the twelve hour shift who continue to work beyond twelve (12) hours will be paid at a rate of double time; or
- (d) employees working eight hour shifts or ten hour shifts will be paid at a rate of time and one-half (1-1/2) for the first six (6) hours worked in excess of forty (40) hours in any one week and double time thereafter.
- (e) employees working twelve hour shifts work an average of forty-two (42) hours per week. One week consists of three (3) twelve hour shifts (a total of 36 hours) and the other week consists of four (4) twelve hour shifts (a total of 48 hours). When working the three shift week, employees will be paid for 34 straight time hours and 2 hours at the overtime rate of time and one-half (1-1/2). When working the four shift week, employees will be paid for 46 straight time hours and 2 hours at the overtime rate of time and one-half (1-1/2). An employee will be paid at the overtime rate unless the employee did not work all scheduled shifts due to an unpaid leave, illness or accident.
- (f) employees working twelve hour shifts shall be paid overtime at the time and one-half (1-1/2) for the first four (4) hours worked in excess of their scheduled work week and double time for all hours worked thereafter.

- 13.02 All overtime shall be on a voluntary basis except where the overtime is necessary to protect the safe and/or economic operation of the plant.
- 13.03 Premium payments of all kinds shall be excluded from the calculation of overtime pay. Payment of overtime rates shall not be duplicated for the same hours worked, that is, to the extent that hours are compensated for at overtime rates under another provision in this agreement, they shall not be counted as hours worked in determining overtime under the same or any other provision in this agreement.
- 13.04 (a) Where overtime is unavoidable within a job classification, it shall be offered to employees in that job classification who have completed their probationary or training period according to plant seniority with the exception of where overtime is anticipated to be four (4) hours or less and such overtime was not known at the start of the shift, it shall first be offered to such employees completing the shift prior to the required overtime according to plant seniority.
- (b) Overtime within the Production Department is limited to twenty-four (24) hours (normally worked in six (6) or twelve (12) hour increments) per employee within an eight (8) day cycle, except where no other qualified employee is available to perform such overtime.

**ARTICLE 14. MEAL ALLOWANCE**

- 14.01 A meal allowance of eleven dollars (\$11.00) will be paid to an employee who works more than three (3) hours of overtime following such employee's regular shift where the Company did not give the employee notice of the overtime work at least on or by the preceding day.

**ARTICLE 15. BANKING OF OVERTIME PAY AND CALL TIME PAY**

- 15.01 Employees may bank all or part of their overtime pay or call time pay (Article 10) in increments of one-half (1/2) hour or more.

- 15.02 Such banked pay shall only be taken during plant shutdowns, periods of layoff or where an employee is authorized to leave work early due to a shortage of work.
- 15.03 Such banked pay must be taken in increments of not less than one (1) hour and any unused balance banked in the previous twelve (12) calendar months shall be fully paid out by March 31 in any given year.

**ARTICLE 16. VACATIONS**

- 16.01 All employees are entitled to annual vacations with pay based on the time worked the previous calendar year (1 week = 2% x previous calendar year's gross earnings) or one (1) week at an employee's regular straight time pay, whichever is greater, as follows:

<b>Years of Service</b>	<b>Vacation Entitlement</b>
1	2 weeks
3	3 weeks
7	4 weeks
15	5 weeks

- 16.02 (a) Employees become eligible for vacation and vacation pay entitlement upon actually working 1200 hours during the calendar year preceding that in which the vacation is granted.
- (b) Employees working an eight (8) hour shift who actually work less than 1200 hours during the calendar year preceding that in which the vacation is granted shall be entitled to one half (1/2) day's vacation with pay for each 175 hours actually worked, for each week that the employee would normally be entitled.
- (c) Employees working a twelve (12) hour shift who actually work less than 1200 hours during the calendar year preceding that in which the vacation is granted shall be entitled to one half (1/2) day's vacation with pay for every 262 hours actually worked, for each week that the employee would normally be entitled.

(d) For the purposes of determining vacation and vacation pay entitlement the following will count as time actually worked:

i) an authorized leave of absence, paid and unpaid, up to twelve (12) months; (vacation, bereavement, union, family responsibility, jury duty and occasions when the employee opts to go home under the TMP practice);

ii) absence due to illness or injury for which Workers' Compensation benefits are paid and absence due to non-occupational illness or injury for up to 12 months provided that after the time of illness or injury the regular full-time employee returns to his/her employment.

(e) Vacation pay for employees who have actually worked less than 1200 hours in a calendar year shall be paid based on the employee's regular straight time rate multiplied by the total number of hours to which the employee is entitled or a percentage of the employee's previous year's earnings, 2% for each week to which the employee would normally be entitled, whichever is greater. The total number of hours to which the employee is entitled is eight (8) hours per day for employees on 8-hour shifts and 10-1/2 hours per day for employees on 12-hour shifts (as per Article 16.09).

16.03 The vacation year will be from January 1 to December 31. An employee must take all vacation time to which such employee is entitled during the vacation year. Payment will not be made in lieu of vacation not taken during the vacation year.

16.04 The Company will post a vacation planner by February 1 and employees shall request preferred vacation dates by April 15 of each year. After April 15, available vacation time will be allotted on a first come, first served basis.

16.05 (a) The scheduling of vacations shall be arranged by the department manager. If there is a conflict between preferred vacation dates the department manager shall give preference to the employee with the most plant seniority.

(b) Prior to April 15<sup>th</sup>, employees shall not request more than three (3) weeks of vacation during the months of June, July, and August.

- 16.06 Vacations shall be scheduled to avoid loss of production or reduction in the efficiency of Company operations. Where possible, employees may be permitted to take part shifts (minimum 2 hours) as vacation where the employee provides at least one (1) days notice of a request to do so to the Company or in situations where the employee has reported for work and the Company determines that such employee's services are not required for the entire shifts.
- 16.07 (a) Employees working an eight hour shift who have been employed for less than one (1) year shall be entitled to one (1) working day of vacation (to be taken in the following calendar year) for every 175 hours actually worked to a maximum of ten (10) days vacation.
- (b) Employees working a twelve hour shift who have been employed for less than one (1) year shall be entitled to one (1) working day of vacation (to be taken in the following calendar year) for every 262 hours actually worked to a maximum of eight (8) days vacation.
- 16.08 When an employee reaches the years of service qualifying such employee for an additional week of vacation, the employee may take the additional week of vacation after the anniversary date of such employee's hire within that vacation year. However, if the anniversary date is in December the employee may take the additional week anytime during that month.
- 16.09 For employees working twelve hour shifts, seven day week operation, a week's vacation time will normally be one complete eight (8) day period, that is, four (4) scheduled workdays followed by four (4) scheduled days off. These employees will receive 42 hours pay at their regular straight time rate per vacation week or 2% of the previous calendar year's gross earnings whichever is greater.
- 16.10 Employees shall not be required to work their scheduled days off preceding their scheduled vacations.

**ARTICLE 17. STATUTORY HOLIDAYS**

17.01 The following statutory holidays are recognized by the Company as paid holidays:

January 1	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
British Columbia Day	

(collectively the "Recognized Holidays")

17.02 For each of the Recognized Holidays employees will receive a day's pay at the regular day shift rate subject to the following provisions:

- (a) In order to qualify for Recognized Holiday pay, an employee must work such employee's last scheduled work day immediately prior to the Recognized Holiday and such employee's first scheduled work day immediately following the Recognized Holiday unless the employee is absent for one of the following reasons:
  - (i) Paid Leave of Absence;
  - (ii) As a result of illness or injury such employee is unable to report for work and is able to provide a medical note signed by a licensed physician
- (b) Employees who have less than thirty (30) days' service with the Company are not entitled to Recognized Holiday pay but will receive time and one-half (1-1/2) for hours worked on a Recognized Holiday;
- (c) Employees working twelve hour shifts must work ten (10) days in the last thirty (30) days prior to the Recognized Holiday;
- (d) Employees working ten hour shifts must work twelve (12) days in the last thirty (30) days prior to the Recognized Holiday;
- (e) Employees working eight hour shifts or 8 hour day workers must work fifteen (15) days in the last thirty (30) days prior to the Recognized Holiday;

- (f) Time off due to accident, sickness, occupational injury, vacations and paid leaves of absence shall be recognized as days worked in (c), (d), or (e) above. Time off due to accident or sickness shall not be recognized as days worked in (c), (d), or (e) above once the employee commences receiving L.T.D. or W.C.B. benefits. If requested by the Company, the employee will provide written verification from a doctor that the absence was due to sickness or injury.

17.03 Where a Recognized Holiday falls on a day an employee would or would not be scheduled and such employee is absent from work due to illness, Recognized Holiday pay shall be at the employee's regular day shift rate, subject to the eligibility criteria in 17.02 above. Banking of time is not permitted under these circumstances.

17.04 Employees Working Twelve Hour Shifts

- (a) Employees not scheduled to work on a Recognized Holiday are entitled to a regular twelve (12) hour day off with pay at a later date mutually agreeable to the Company and the employee, or the employee may elect to receive twelve (12) hours pay in lieu of the day off to be paid out as can be conveniently arranged by the Company.
- (b) If the employee is scheduled to work on a Recognized Holiday, the employee will be paid at the rate of time and one-half (1-1/2) for that day plus a day off with twelve (12) hours pay, such day to be taken at a mutually agreeable time, or the employee may elect to receive double time and one-half (2-1/2) for all hours worked on such holiday, in which case the Company is to be notified before the end of the pay period in which such holiday falls.

17.05 Employees Working Ten Hour Shifts

- (a) Employees not scheduled to work on a Recognized Holiday are entitled to a regular ten (10) hour day off with pay at a later date mutually agreeable to the Company and the employee, or the employee may elect to receive ten (10) hours' pay in lieu of the day off to be paid out as can be conveniently arranged by the Company.
- (b) If the employee is scheduled to work on a Recognized Holiday, the employee will be paid at the rate of time and one-half (1-1/2) for that day plus a day off with ten (10) hours' pay, such day

to be taken at a mutually agreeable time, or the employee may elect to receive double time and one-half (2-1/2) for all hours worked on such holiday, in which case the Company is to be notified before the end of the pay period in which such holiday falls.

17.06 Employees Working Eight Hour Shifts or Day Work:

Employees required to work on a Recognized Holiday will receive time and one-half (1-1/2) for the hours worked plus a regular work day off with pay at a date mutually convenient to the Company and the employee, or the employee may elect to receive double time and one-half (2-1/2) for all hours worked on such holiday, in which case the Company is to be notified before the end of the pay period in which such holiday falls.

17.07 An employee wishing to take a day off with pay pursuant to such employee's entitlement under paragraphs 17.04, 17.05, and 17.06 shall give written notice to the Company at least ten (10) days prior to the date requested. When such notice is given, the Company shall advise the employee at least seven (7) days prior to the date requested as to whether the holiday is granted. If an employee does not give the ten (10) days notice, this does not prevent the granting of the holiday provided that there is no loss of production or reduction in the efficiency of company operations.

17.08 If a Recognized Holiday falls within the employee's vacation period, the employee and the Company will mutually agree to have one (1) day added to the vacation period, or it may be used as an agreed random day.

17.09 Any days off with pay which may be owed to the employee under this Article must be taken by the end of the calendar year.

**ARTICLE 18. COMPLAINT AND GRIEVANCE PROCEDURE**

18.01 Should there be any dispute or complaint as to the interpretation, application or administration of any of the clauses of this agreement or any grievance arising out of the operation of this agreement, a grievance will be submitted in the following manner:

Step 1 - The complaint shall first be discussed by the employee with such employee's department manager within seven (7) calendar days of the occurrence. The employee may be accompanied by a shop steward. The department manager or such employee's designated representative shall give an answer orally within seven (7) calendar days of receipt of the grievance.

Step 2 - If no settlement is reached at Step 1, the grievance, dispute or complaint shall be presented in writing to the Plant Manager or Manager of Customer Service and Distribution (for employees in the Shipping Department only) or their designate. The written grievance must be presented within seven (7) calendar days of the Step 1 answer given by the department manager.

The written grievance shall set out the nature of the grievance, the time, date and names of persons directly involved, the article(s) of the agreement applicable, and a statement as to whether the grievance is filed pursuant to Article 18.

The Plant Manager (or the Manager of Customer Service and Distribution) shall arrange a meeting with the grievor and the shop steward within seven (7) calendar days of receipt of the written grievance and the manager shall give an answer in writing within ten (10) calendar days following the meeting. A member of the Union Plant Committee may accompany the grievor and the shop steward at this meeting.

Step 3 - If the grievance remains unsettled, it shall be submitted to a meeting to be held within ten (10) calendar days following delivery of the Step 2 decision. The meeting shall be between the Union Plant Committee, the employee, the Union Counsellor of Local No. 5, and/or a representative of the Pulp, Paper and Woodworkers of Canada. Representing the Company shall be the Vice-President of Human Resources, accompanied by either the Vice-President of Operations or the Vice-President of Sales and Distribution (for a grievance arising out of the Shipping Department) or their respective designates. The written decision of the Company shall be given within ten (10) calendar days of the meeting.

18.02      Board of Arbitration

If the grievance is not resolved at Step 3, the matter may be referred to the Board of Arbitration as prescribed in Article 20.

18.03      Where a grievance is presented or answered in any level of the Complaint and Grievance Procedure, the date of receipt of the grievance or answer shall be noted.

18.04      All references to days in this article shall mean calendar days including Saturday, Sunday and Statutory Holidays.

18.05      The time limits set forth in this article may only be extended by the mutual consent of the parties.

**ARTICLE 19.            UNION AND COMPANY GRIEVANCES**

19.01      Any dispute or grievance arising directly between the Company and the Union may be submitted in writing by either party to the other at Step 2 of the Grievance Procedure. The grievance shall be submitted within seven (7) calendar days from the date of the occurrence giving rise to the grievance.

19.02      The party receiving the grievance shall reply in writing within ten (10) calendar days of receipt.

19.03      If the grievance is not resolved it will proceed to Step 3.

19.04      If it is not resolved at Step 3, it will proceed to the arbitration provisions under Article 20 of this agreement.

**ARTICLE 20.            ARBITRATION PROCEDURE**

- 20.01 Where a grievance has proceeded through all of the requisite steps of either Article 18 or Article 19 and is still not resolved, either party may, within ten (10) calendar days of receipt of the last procedure under Step 3, notify the other in writing that it is referring the matter to arbitration.
- 20.02 The arbitration shall be heard by a three person arbitration board unless both parties agree in writing that the matter shall be heard by a single arbitrator.
- 20.03 If both parties have not agreed in writing to a single arbitrator within ten (10) calendar days of the notice of arbitration, each party shall forthwith notify the other of its respective nominees to the arbitration board. The nominees shall forthwith confer and agree on the choice of a chairperson. If no agreement is reached, either the Union or the Company may apply to the Minister of Labour to appoint a chairperson.
- 20.04 The decision of the majority of the arbitration board shall constitute the decision of the board.
- 20.05 The arbitration board or a single arbitrator shall not have any jurisdiction to add, delete, alter or modify any of the provisions of this agreement. The arbitration board's decision shall be final and binding on the parties including the employee(s) involved. This is not meant to remove the parties' right to appeal the arbitration board's decision.
- 20.06 In determining compensation in the event of reinstatement, the arbitration board shall award such compensation in whole or in part as it deems fit and may conclude as well that no compensation is appropriate.
- 20.07 Each party shall bear its own costs and the fees and expenses of witnesses called by it and will bear equally the fees and disbursements of the chairperson.

**ARTICLE 21. BULLETIN BOARDS**

- 21.01 The Company agrees to permit the posting of notices of Union meetings and other official Union correspondence directly pertaining to employees on a Union bulletin board.

All notices to be placed on the Union bulletin board are to be signed by a Union steward.

**ARTICLE 22. LEAVES OF ABSENCE**

- 22.01 Jury Duty

- (a) Where an employee is summonsed for jury duty or as a Crown witness in a court proceeding on a day on which the employee would otherwise have been scheduled to work, such employee shall, upon producing the summons, be granted a leave of absence as required. On being granted such leave, the employee shall receive the difference between the payment provided by the court and the employee's regular daily rate of pay for the appropriate days.
- (b) The Company shall require the employee to furnish reasonable evidence from a court officer of the employee's attendance in court and the payment provided by the court. If an employee is released by the court prior to the expiration of one-half of such employee's shift, the employee shall report to work for the balance of the shift.

## 22.02

### Bereavement Leave

- (a) In the event of a death in an employee's family, the employee will be granted a leave of absence for whatever reasonable period of time is required.
- (b) The employee shall be compensated at such employee's regular straight time hourly rate for hours lost from such employee's regularly scheduled work during the employee's period of bereavement set out below which begins at the time of death and ends at the completion of the employee's regularly scheduled shift which starts on the day of the funeral.
  - (i) for wife, husband, common-law spouse (as defined by legislation), child or step child - five (5) day period of bereavement. In no event shall an employee be compensated for less than three regularly scheduled working days.
  - (ii) for father, mother, brother, sister, step father, step mother, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandfather, grandmother, grandchildren - three (3) day period of bereavement. In no event shall an employee be compensated for less than one regularly scheduled working day.
- (c) For the death of the employee's brother-in-law, sister-in-law or grandparents-in-law, the employee

shall be compensated for the day of the funeral if such day is a regularly scheduled work day.

22.03

Union Business

- (a) Upon the written request of the Union Counsellor or officers of the Union, a leave of absence without pay may be granted to not more than one (1) employee (two (2) where there would be no compromise in the safety or efficiency of the operation) at any one time for the purpose of Union business, subject to the following:
  - (i) provided the written request is received one (1) week in advance of the requested date of the leave;
  - (ii) provided the request is approved by the Union; and
  - (iii) provided the Plant Manager provides his permission - such permission will not be unreasonably withheld.
  
- (b) An employee elected or otherwise appointed to attend the Union convention or conference should be granted a leave of absence without pay, subject to the following:
  - (i) provided the written request is received two (2) weeks in advance of the requested date of the leave;
  - (ii) provided the request is approved by the Union;
  - (iii) such leave of absence shall not exceed a total of thirty (30) working days per year in total amongst all employees unless with the permission of the Plant Manager or designate, which shall not be unreasonably withheld;
  - (iv) only one (1) employee (two (2) where there would be no compromise in the safety or efficiency of the operation) may be away at one time; and
  - (v) the Plant Manager or designate provides permission, such permission not to be unreasonably withheld.
  
- (c) For the purposes of collective bargaining, the Company shall grant the necessary leave of absence

without pay for up to three (3) employees elected or otherwise appointed by the Union. The accumulated leave shall not be included for the purposes (a) and (b) above.

- (d) The Company recognizes that certain situations occur which preclude the giving of due notice as above. In such cases, the Plant Manager or designate may grant the leave of absence without pay on a verbal request presented forty-eight (48) hours in advance by a member of the Union Plant Committee. These requests will be confirmed in writing by an officer of the Union within five (5) days. Permission will not be unreasonably withheld.

#### 22.04 Union Office

- (a) The Company agrees to grant a leave of absence without pay if an employee is elected or appointed to office in the Union. Such leave will only be considered by the Company if the employee's absence will not in any way reduce the efficient operation of the plant.
- (b) The leave of absence shall be considered on an annual basis.
- (c) Seniority shall accumulate during such leave of absence.
- (d) The Union shall reimburse the Company for benefits.

#### 22.05 Maternity and Parental Leave

The Company shall grant parental and maternity leave in accordance with the *Employment Standards Act*.

#### 22.06 Other Leave

- (a) If an employee desires a leave of absence without pay for reasons other than those referred to above, the employee must obtain permission in writing for the same from the Plant Manager or designate.
- (b) A request for a leave of absence without pay must be submitted no later than one (1) week prior to the intended leave of absence.
- (c) During the authorized leave of absence, the employee shall accumulate seniority.

**ARTICLE 23. INTERRUPTION OF WORK**

23.01 No employee bound by this agreement shall participate in a strike, walkout or slowdown, as defined in the Labour Relations Code, that is designed to limit any of the operations of the Company during the term of this agreement. The Union shall not declare, engage in, or condone such activity. It is agreed that there shall be no lockouts by the Company during the term of this agreement.

**ARTICLE 24. SAFETY**

24.01 Safety Committee

The committee is designed to provide for employee input and to assist management in the promotion and maintenance of a health and safety programme.

(a) A joint Management-Employee Health and Safety Committee shall be made up as follows:

- (i) three (3) management representatives; and
- (ii) three (3) employee representatives.

Either party may appoint an alternate in the absence of a designated representative.

(b) The committee shall meet formally every month to review the health and safety record of the zone, recommend corrective measures of unsafe conditions and practices, and promote cooperative interest in the safety of the work force.

(c) The proceedings of the committee shall be recorded in formal minutes which shall be posted on the bulletin board. Copies of the monthly minutes are to be filed with the Workers' Compensation Board in accordance with provincial legislation.

24.02 Foot Wear

After an employee has actually worked 480 hours the Company will pay an allowance of \$100.00 per calendar year toward the cost of C.S.A.-approved, hard-toed

safety shoes (or boots) and/or repairs. This allowance may be accumulated over a two (2) year period to a maximum of \$200.00.

24.03 Unsafe Equipment and Conditions

Employees are not expected to operate unsafe equipment, work under unsafe conditions or in an unsafe manner. Employees are expected to report immediately any unsafe equipment or conditions to the management.

24.04 First Aid Certificates

(a) The Company shall pay for the time and the cost of taking a course to achieve a recognized Level 1 or Level 2 industrial first aid certificate for a minimum of two (2) employees or such number as required by law.

(b) An employee who obtains an industrial first aid certificate shall receive an hourly premium from the Company for the certificate held, so long as the employee submits proof of the certificate and maintains the qualifications for the certificate in good standing, in accordance with the following schedule:

Level "3" Industrial First Aid Certificate: \$0.70  
Level "2" Industrial First Aid Certificate: \$0.70  
Level "1" Industrial First Aid Certificate: \$0.25

(b) The Company will pay the first aid premium to at least one (1) employee holding a Level 2 certificate on the Monday to Friday eight (8) hour dayshift and one (1) employee holding a Level 1 or 2 certificate on each twelve (12) hour shift. Where more employees hold certificates than are entitled to the premium, the employee holding the certificate of the highest level will be paid the premium. In the event two (2) employees hold a certificate of the same level, the employee who has held the certificate longer, while employed at CKF, shall be paid the premium.

24.05 Clothing

Clothing, including coveralls, shall continue to be provided in accordance with the current practice.

**ARTICLE 25. TECHNOLOGICAL CHANGE AND RETRAINING**

- 25.01 The Company agrees that it will provide the Union with as much notice as possible prior to the introduction of automated equipment substantially different in kind than that previously used which will result in the loss of employment.
- 25.02 Following receipt of notification, the Union may make representation to the Company to discuss practical ways and means of minimizing the probable effects on the employees involved.
- 25.03 Any employee who loses employment because of technological change shall receive one (1) weeks' pay at such employee's regular rate of pay for each year of service to a maximum of ten (10) weeks' pay.
- 25.04 Should the technological change cause the loss of employment, the Company shall provide reasonable training arrangements for available jobs for the employees displaced in order that those employees will have the opportunity for available jobs within the bargaining unit, including any jobs which may be created.
- 25.05 The retraining will be in accordance with Article 6 - Seniority.

**ARTICLE 26. CONTRACTING OUT**

- 26.01 The Company agrees to provide the Union with the Letter of Understanding which is attached as Appendix "B".

**ARTICLE 27. PLANT CLOSURE**

- 27.01 Notice

Employees terminated as a result of the permanent closure of the plant shall be given a minimum of seventy-five (75) days notice of the closure. The Union agrees that if the Company fails to provide seventy-five (75) days notice due to circumstances beyond the Company's control, it will not claim damages or severance pay on behalf of its members for such failure.

27.02 Severance Allowance

Such employees shall be entitled to a severance allowance of one (1) week's pay for each year's service to a maximum of twenty (20) weeks.

**ARTICLE 28. HEALTH AND WELFARE PLAN**

28.01 The Company agrees that its Health and Welfare Plan currently in effect and operated through Canada Life Insurance Company will remain in effect during the term of this agreement and will not be altered or amended.

28.02 The employment benefits provided under the Health and Welfare Plan shall terminate after an absence of eighteen (18) months due to illness or injury. If permitted by the benefit carrier the employee may maintain employment benefit coverage at such employee's expense provided the employee is covered by LTD.

**ARTICLE 29. PENSION PLAN**

- 29.01 The Company agrees that its Pension Plan currently in effect will remain in effect during the term of this agreement and will not be altered or amended.
- 29.02 Effective 01 May 2003, all new entrants to the Plan will contribute 4% of earnings and the Company's contribution will also equal 4% of earnings. Employer and employee contributions will remain at this level.
- 29.03 Effective 01 May 2003, employees with 1-10 years of full-time employment will be given the option to remain at the contribution levels currently in effect or choose to have employee and employer contributions increase to 4.5% each and remain at that level.
- 29.04 An employee who retires at 60 years of age and who has a minimum of 30 years of service shall be entitled to receive Extended Health Care Benefits until the age of 65.

**ARTICLE 30. TOOL REPLACEMENT**

- 30.01 Maintenance employees are responsible to provide their own initial set of required tools and if necessary, a roller tool cabinet. From that point, tools of equal value will be replaced if worn or broken on the job. Roller tool cabinet frames that support the wheel assembly shall be repaired by the Company until such time that such repairs are not feasible as determined by the Maintenance Manager. At this point the Company will replace the frame with one of equal value. Should an employee leave the employ of the Company for any reason within one year of receiving a rolling cabinet frame such employee shall reimburse the Company for 50% of the original cost of the rolling cabinet frame.
- 30.02 Misuse of tools or roller tool cabinets shall not be covered under this provision.
- 30.03 Should an employee have such employee's whole tool kit stolen from the Company premises, the Company will replace it with the tools listed in a standard list available through the Maintenance Manager.

**ARTICLE 31. TERM OF AGREEMENT**

- 31.01 This agreement shall be in effect from 01 September 2002, and shall remain in effect until 31 August 2005.
- 31.02 (a) Either party to this agreement may at any time within four (4) months immediately preceding the expiry of this agreement, by written notice require the other party to commence collective bargaining.
- (b) If a notice is not given under subsection (a) by either party ninety (90) days or more before the expiry of the agreement, both parties shall be deemed to have given notice under this section ninety (90) days before the expiry.
- 31.03 Where notice has been given in accordance with Article 31.02, or where the parties have otherwise mutually agreed, the parties shall, as soon as agreeable to the parties following such notice, meet for collective bargaining.
- 31.04 The parties to this agreement agree to exclude the operation of subsections (2) and (3) of section 50 of the Labour Relations Code of B.C.

In witness whereof the parties have executed this agreement.

CKF INC.

BY:

\_\_\_\_\_ of \_\_\_\_\_ 2003

\_\_\_\_\_  
M. T. Burns  
Vice-President Operations

\_\_\_\_\_ of \_\_\_\_\_ 2003

\_\_\_\_\_  
B. H. Lawrence  
Vice-President Human Resources

LOCAL 5 OF THE  
PULP, PAPER & WOODWORKERS  
OF CANADA

BY:

\_\_\_\_\_ of \_\_\_\_\_ 2003

\_\_\_\_\_  
Dan Kibsey  
Counsellor

\_\_\_\_\_ of \_\_\_\_\_ 2003

\_\_\_\_\_  
Glenn Jackson  
Plant Committee Chairman

\_\_\_\_\_ of \_\_\_\_\_ 2003

\_\_\_\_\_  
Marcia Cayer  
Plant Committee Secretary

\_\_\_\_\_ of \_\_\_\_\_ 2003

\_\_\_\_\_  
Mike Farnley  
Member at Large

**APPENDIX "A"**

**WAGE SCHEDULE AND WAGE CLASSIFICATIONS**

Effective September 1, 2002

Pay Grade	Classification	Start	500 Hours	1000 Hours	2000 Hours	4000 Hours	6000 Hours
1	Temporary Employee Base Rate	\$14.95					
2	Warehouse Helper Janitor	\$14.95	\$15.80	\$17.04			
3	Grinder Operator/ General Material Handler (GMH)	\$15.16	\$16.70	\$18.93			
4	Warehouse Shipper	\$15.16	\$16.70	\$18.50	\$20.38		
5	Former Operator	\$15.16	\$16.70	\$18.50	\$18.89	\$19.87	
6	Printer Operator/ Relief Printer Operator	\$18.50	\$19.03	\$20.41	-----	\$20.67	
7	Quality Inspector	\$16.44	\$16.99	\$18.50	\$19.83	\$20.23	\$21.25
8	Assistant Extrusion Operator	\$19.28	\$19.55	\$19.87	\$20.06	\$20.44	\$20.99
9	Extrusion Operator	\$19.87	\$20.06	\$20.44	\$21.77	\$22.24	\$23.25
10	Tool Set-Up Mechanic	\$19.95	\$20.34	\$20.70	\$21.55	\$23.33	
11	Non-Ticketed Maintenance Tradesman	\$22.75	\$24.14	\$25.76			
12	Ticketed Maintenance Tradesman	\$27.46					

**APPENDIX "A"**

**WAGE SCHEDULE AND WAGE CLASSIFICATIONS**

Effective September 1, 2003

Pay Grade	Classification	Start	500 Hours	1000 Hours	2000 Hours	4000 Hours	6000 Hours
1	Temporary Employee Base Rate	\$15.25					
2	Warehouse Helper Janitor	\$15.25	\$16.12	\$17.38			
3	Grinder Operator/ General Material Handler (GMH)	\$15.46	\$17.03	\$19.31			
4	Warehouse Shipper	\$15.46	\$17.03	\$18.87	\$20.79		
5	Former Operator	\$15.46	\$17.03	\$18.87	\$19.27	\$20.27	
6	Printer Operator/ Relief Printer Operator	\$18.87	\$19.41	\$20.82	-----	\$21.08	
7	Quality Inspector	\$16.77	\$17.33	\$18.87	\$20.23	\$20.63	\$21.68
8	Assistant Extrusion Operator	\$19.67	\$19.94	\$20.27	\$20.46	\$20.85	\$21.41
9	Extrusion Operator	\$20.27	\$20.46	\$20.85	\$22.21	\$22.68	\$23.72
10	Tool Set-Up Mechanic	\$20.35	\$20.75	\$21.11	\$21.98	\$23.80	
11	Non-Ticketed Maintenance Tradesman	\$23.21	\$24.62	\$26.28			
12	Ticketed Maintenance Tradesman	\$28.21					

**APPENDIX "A"**

**WAGE SCHEDULE AND WAGE CLASSIFICATIONS**

Effective September 1, 2004

Pay Grade	Classification	Start	500 Hours	1000 Hours	2000 Hours	4000 Hours	6000 Hours
1	Temporary Employee Base Rate	\$15.59					
2	Warehouse Helper Janitor	\$15.59	\$16.48	\$17.77			
3	Grinder Operator/ General Material Handler (GMH)	\$15.81	\$17.41	\$19.74			
4	Warehouse Shipper	\$15.81	\$17.41	\$19.29	\$21.26		
5	Former Operator	\$15.81	\$17.41	\$19.29	\$19.70	\$20.73	
6	Printer Operator/ Relief Printer Operator	\$19.29	\$19.85	\$21.29	-----	\$21.55	
7	Quality Inspector	\$17.15	\$17.72	\$19.29	\$20.69	\$21.09	\$22.17
8	Assistant Extrusion Operator	\$20.11	\$20.39	\$20.73	\$20.92	\$21.32	\$21.89
9	Extrusion Operator	\$20.73	\$20.92	\$21.32	\$22.71	\$23.19	\$24.25
10	Tool Set-Up Mechanic	\$20.81	\$21.22	\$21.58	\$22.47	\$24.34	

11	Non-Ticketed Maintenance Tradesman	\$23.73	\$25.17	\$26.87
12	Ticketed Maintenance Tradesman	\$29.00		

**APPENDIX "B"**

**Letter of Understanding on Contracting Out**

- (a) The Company and the Union agree that there shall be established, effective immediately, a Standing Committee on Contracting Out.
- (b) The Committee shall consist equally of members of the Union and members of representative of the Company (2 each).
- (c) When the employee or the Union has a complaint that the Company is contracting out work normally performed by bargaining unit members in circumstances which are felt to be unreasonable such employee or the Union may complain to such Standing Committee which shall meet with them and review the matter and report to the Company and the Union on the matter.

**APPENDIX "C"**

**JOB SHARING AGREEMENT**

- A.** No more than four (4) jobs shall be shared at any one time (ie. eight employees) limited to 1 job per shift/per job classification.
- B.** An agreement to work share shall only be permitted between 2 full time, regular employees holding the same job classification.
- C.** The required hours of the position shall be split on a 50/50 basis and part shifts will not be permitted.
- D.** Job Sharing requests shall be submitted in written form outlining the intended work schedule and what position is being split. Requests will be reviewed on an individual basis for Company approval.
- E.** Upon approval, if other employees are affected by the Job Sharing Agreement, they are to be given a minimum of 2 weeks notice of any change relating to their job or schedule.
- F.** Any job vacancy created as a result of the Implementation of a Job Sharing Agreement will be posted as per the Collective Agreement.
- G.** Once approved, Job Sharing Agreements will be in effect for a minimum of six months. After the six month period, the agreement may be cancelled by one of the employees involved or by Management but only after providing 30 days written notice to the other parties.
- H.** After entering into Job Sharing, employees will accumulate seniority at 100%. When a Job Sharing Agreement has been cancelled, the job sharing partner who is displaced will have the option to a) Job Share with a new partner subject to the approval process outlined above or b) post for a full-time position or c) bump into a full-time position in reverse order of the full-time positions previously held.

- I. Employees involved in a Job Sharing Agreement will be paid \$1.35 for each hour actually worked in lieu of the following benefits:

Medical; Dental; Extended Health; Life Insurance/A.D.&D.; Short Term (Weekly Indemnity) and Long Term Disability.

Those returning to full time employment after a Job Sharing Agreement has been cancelled will have a 3 month waiting period before qualifying for the above benefits and will continue to receive the premium outlined above during that time.

- J. Vacation Entitlement for employees in a job sharing arrangement shall be in accordance with Article 16 of the Collective Agreement with the exception that for the purposes of Article 16.02 it shall read as follows:

All employees are entitled to annual vacations with pay based on the time worked the previous calendar year (1 week = 2% x previous calendar year's gross earnings) or one-half (1/2) week at an employee's regular straight time pay, whichever is greater, as follows:

Years of Service	Vacation Entitlement
1	2 weeks
3	3 weeks
7	4 weeks
15	5 weeks

- K. Statutory holiday pay shall be paid at 50% of the regular pay to each employee while participating in a job sharing agreement regardless of the number of hours worked provided such employees satisfy the requirements outlined in Article 17 and/or any other applicable articles of the Collective Agreement. If a Job Sharing employee works on a Recognized Holiday, hours worked will be paid at time + 1/2 and another day at the rate outlined above shall be taken at a mutually agreeable time.

- L. Employees involved in job sharing shall become or continue to be members in the Company Pension Plan as required by Provincial legislation.

- M. Job Sharing is one job shared by 2 people, therefore, it is expected that in the case of an absence by one of the Job Sharing partners, the other Job Sharing partner shall fill in except in situations beyond such employee's control. If there is an ongoing problem associated with this provision, the Job Sharing partners shall be put on notice their Job Sharing Agreement is in jeopardy. Barring any unusual circumstances, non-compliance with this provision shall result in the

cancellation of the Job Sharing Agreement between the two individuals involved.

- N. Overtime will be paid in accordance with Article 13 of the Collective Agreement with the exception of 13.01(e) which shall be replaced with: Job Sharing employees working 12 hour shifts work an average of 21 hours per week and therefore, do not qualify for overtime on a regular basis. However, if they are filling in for their job sharing partner due to absence as outlined in (M) above, they will be paid the overtime rates as outlined in Section 13.01(e).
  
- O. Issues that arise as a result of this agreement, that are not specifically outlined above and are effected by or have an effect on the Collective Agreement, shall be dealt with by appropriate Union and Management Representatives.

**APPENDIX "D"**

**LETTER OF UNDERSTANDING**

**Re: Shift Changes for Maintenance Department**

When the 12 hour shifts were first introduced in the Maintenance Department, the Millwrights established an unwritten agreement amongst themselves that would allow the Senior employees to revert back to 8 hour shifts at any time in the future, if they so choose. The following outlines the agreed upon procedures:

1. A Millwright who is requesting a change from a 12 hour to an 8 hour shift or from an 8 hour to a 12 hour shift, will submit his request, in writing, to the Maintenance Manager.
2. The Shift Change Request will be posted for a period of one month, during which time Millwrights who are on the shift requested, will have the opportunity to post for the shift that is being vacated. If more than one Millwright posts for the vacancy, job seniority will prevail.
3. If a suitable candidate does not post for the shift change, the requisitioning Millwright will apply his seniority to bump the Millwright with the least job seniority on the opposing shift. The Millwright who is being bumped will be given 2 months notice of the effective date of the shift change.
4. A Millwright who has requested and been given a shift change will not be allowed to request another shift change for a minimum of 1 year from the effective date of the previous shift change.

**APPENDIX "E"**

**LETTER OF UNDERSTANDING**

**Re: Training Committee**

There shall be formed a standing Training Committee consisting of the Production Manager and a representative of the Union to be responsible for the following:

- a) The establishment of proper training procedures for all hourly positions;
- b) To oversee that training is properly conducted for all hourly positions;
- c) To deal with any issues arising out of any training concern.

The Company commits to make available any reasonable amount of resources to accomplish the above.

## APPENDIX "F"

### LETTER OF UNDERSTANDING

#### **Re: Assistant Extruder Operator Classification and Filling Vacancies in Extruder Operator Job Classification**

1. The AEO classification and wage progression are located in Appendix "A" of the Collective Agreement.
2. Each of the four continuous shifts will normally require one AEO. Vacancies to the AEO positions will be posted. If an applicant has the necessary qualifications and the ability to perform in accordance with the job requirements, plant seniority will prevail.
3. Hours of credited service towards the AEO position will only be applied for employees who previously worked in the classified positions of AEO and/or Extruder Operator.
4. The probation period for the AEO positions will be 500 hours, during which time the candidates will be assessed for suitability and will retain the right to return to their former position if they fail to prove capable or decide not to accept the AEO position.
5. A formalized Training Program will be developed that will go beyond the 500 hour probation period and will include periodic reviews to evaluate each individual's level of competency.
6. For Short term absences due to Vacations, illness and injury, the AEO (with minimum 500 hours) will replace the Extruder Operator and the Extruder Operator will replace the Leadhand. Under these circumstances, the AEO will not be replaced, however, if a third person is required, a designated Extrusion Relief will fill-in. Scheduled time-off (i.e. vacations) will be co-ordinated between the extruder positions and the designated Extrusion Relief to ensure adequate coverage is provided. The designated Extrusion Relief does not accumulate hours in extrusion.
7. Permanent vacancies in the Extruder Operator classification shall not be posted and shall be offered to AEO's according to job seniority. Should none of the classified AEO's accept the promotion to Extruder Operator, the AEO with the lowest job seniority shall be required to fill the vacant Extruder Operator position. The rate of pay will be based on the hours accumulated as Extruder Operator or the rate closest to the existing AEO rate without being lower.

***APPENDIX "G"***

**LETTER OF UNDERSTANDING**

***Re: Former Operator/Relief Printer Operator Classification***

The parties agree, pursuant to Article 8.03 (New Wage Classifications), to the creation of a new job classification, Former Operator/Relief Printer Operator, and to the implementation of this position under the following guidelines:

- a. This position is to be posted in accordance with the Collective Agreement.
- b. Under normal circumstances there would be one Former Operator/Relief Printer Operator for every two classified Printer Operator positions.
- c. Permanent vacancies in the Printer Operator classification shall not be posted and shall be offered to the Former Operator/Relief Printer Operator according to job seniority. Should none of the classified Former Operator/Relief Printer Operators accept the promotion to Printer Operator, the Former Operator/Relief Printer Operator with the least job seniority shall be required to fill the vacant Printer Operator position.
- d. If a Former Operator is awarded a Former Operator/Relief Printer Operator position, such employee would retain their job seniority within the Former Operator classification and would also establish Relief Printer Operator job seniority. Employees awarded the position of Former Operator/Relief Printer Operator who do not hold a Former Operator position at the time of the posting would also establish job seniority as a Former Operator and Relief Printer Operator.
- e. The starting rate (2002) for the Former Operator/Relief Printer Operator position will be \$18.50 when employed as a Printer Operator.
- f. With respect to overtime, the Relief Printer Operator is considered to be within the Printer job classification when applying clause 13.04 of the Collective Agreement.