

**2012 – 2021**  
**Supplementary Agreement**  
**between**  
**CATALYST PAPER**  
**POWELL RIVER DIVISION**  
**and**  
**LOCAL 76**  
**of**  
**UNIFOR**

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## **SUPPLEMENTARY AGREEMENTS**

Pacifica Papers Inc.  
Powell River

August 28, 1998

### **Local 1 Agenda Item #5 & Local 76 Agenda Item #14 - Meal Tickets Value**

Effective August 28, 1998, meal compensation will be valued at 80% of base rate.

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NorskeCanada Powell River Division

September 5, 2002

### **Safety Boot Allowance**

Effective August 28, 1998, we will increase the Safety Boot Allowance to 75% to a maximum of \$150.00.

Effective May 1, 2003 employees shall be permitted to combine the allowance for two consecutive entitlement years\* in order to have access to sufficient monies to purchase more expensive footwear should they choose to do so.

Effective May 1, 2006, we will increase the Safety Boot Allowance to 75% to a maximum of \$175.00.

\*Note: For 2012 where the entitlement year changes - first Entitlement will end April 30, 2012 and second entitlement will be from May 1st to December 31st, 2012. Entitlement will be by Calendar year thereafter – January 1st to December 31st.

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Pacifica Papers, Inc.  
Powell River

August 28, 1998

### **Local 1 Agenda Item #13 & Local 76 Agenda Item #16 (Pass-out Policy)**

The Company agrees to continue the system where all mill employees will be able to obtain a reasonable amount of the mill's scrap metal (i.e. machine clothing, barrels and scrap metal) on an annual basis at an offsite location.

This material will be available to mill employees on a first choice basis for a small, nominal fee.

## MEMORANDUM OF AGREEMENT

between

CATALYST PAPER – POWELL RIVER DIVISION

and

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION,  
LOCAL 76

### JOB POSTING AGREEMENT

#### Job Posting

**Principle** - This Job Posting Agreement establishes the procedures by which employees will exercise their seniority, providing the employee has the qualification and ability to perform the work, so that all of the applicants are treated fairly and without discrimination.

1. This agreement applies to vacancies in:
  - (a) Department entry positions.
  - (b) Line entry positions in Multiline Departments.
  - (c) Stand alone jobs.
2. All job postings will be posted on notice boards located at:
  - (a) Mill main gate
  - (b) Departmental notice boards
3. This agreement replaces the existing Job Posting Agreement.
4. All job postings will be posted for a period of sixteen calendar (16) days, closing at 4:30 p.m. on the 16th day.
5. All job postings shall include:
  - (a) qualifications required.
  - (b) that where applicable, the employee will be expected to advance through the line of progression.
6. The company will provide copies of all job postings to the union, and afford the union the opportunity to review them prior to displaying the job postings on the notice boards.
7. Employees wishing to apply for posted positions will be required to sign an application form in the Human Resources Department.
8. Selection for all postings will be made consistent with the Labour Agreement.

9. Successful applicants will be notified by the Human Resources Department. The names of the successful applicants will be posted on the notice boards and provided to the union.

Complaints regarding the selection for any posting must be filed with the company and union within thirty (30) days of the union being apprised of the selection by the company.

10. A trial period of thirty (30) calendar days shall be in effect for all postings.

The trial period shall commence on the date of actual entry into a department or job. Employees who elect to return to their job or department prior to the end of the thirty (30) day period, may do so with no loss of seniority.

11. Seniority in the new job or department will reflect the notification of posting selection as provided to the union.

12. Vacancies unfilled by the posting procedure will be filled consistent with the seniority provision in the Labour Agreement.

Signed this 2nd day of October, 2008.

Stew Gibson, General Manager  
Rob Moonen, Sr. Advisor, HR  
Catalyst Paper, Powell River Division

Mike Verdiel, President  
CEP, Local 76

**LETTER OF UNDERSTANDING-  
JOB POSTINGS  
BY AND BETWEEN  
CATALYST PAPER POWELL RIVER DIVISION  
AND  
CEP LOCAL 76**

As a result of discussions between the Company and the Union and in order to more effectively and expediently implement the mill posting system i.e. with regards to an applicant who is sick or has a disability, the following process will apply.

The applicant's doctor will be asked for a prognosis as to the applicant's ability to perform, within 60 days of being notified by the Human Resources Department, the essential duties of the posted job.

If the prognosis does not support the applicant being able to perform the essential duties of the posted job, it will be awarded to the next senior applicant.

Consistent with our existing practice, employees absent for greater than 52 weeks are not eligible to apply.

Signed this 17th day of October, 2002.

Catalyst Paper Powell River Division  
J.J. Belland  
R.C. Bilesky

CEP LOCAL 76  
M. Verdiel  
M. Rumley  
J. Belrose

**Re: TRANSFER**

The procedure by which the senior employee may apply their seniority to secure a change in: e.g.

- a) crew within the same classification
- b) shift assignments.

**EXAMPLES**

1. Lines of progression with a department

In any classification (job category), the employee may transfer to another crew that will provide more relief work of a higher category than the employee is receiving on his own crew, provided the employee is senior in his job category to the employee already on the crew he wishes to transfer to.

2. LRPs (Labour Replacement Pool)

An employee classified as a LRP may exercise their seniority to enable that employee to secure greater promotional opportunities or apply to indefinite assignments.

3. Designated Area for Mechanical Crews:

When a permanent vacancy occurs in an area (e.g. Millwrights) the senior employee in another area who volunteers may transfer to that area crew provided he has the ability and qualifications.

The intent of this item is to ensure senior tradesmen have the opportunity to change areas when permanent vacancies occur.

This item does not limit management in moving people between areas for work assignments.

As an example of areas for Millwrights described above are:

- 1) Woodmill / Sawmill
- 2) Steam Plants/CTMP/Kraft
- 3) #9, #10, #11 PM and GP4



**COMPRESSED WORK WEEK MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**CATALYST PAPER CORP.**  
**AND**  
**COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION**  
**OF CANADA**  
**LOCAL 76**  
**January 24, 2007**

Unless specifically varied by this agreement, all the terms and conditions of the Collective Agreement shall apply. In order to implement a compressed work week schedule in any Local 76 department, the parties hereby agree to the following terms and conditions:

- 1) This agreement shall come into effect upon signing. The implementation of this agreement will commence April 29th 2007.
- 2) Should problems arise regarding the application of this Agreement, or as a result of its operation, the respective Standing Committees will meet to discuss the problem and attempt to resolve it.
- 3) Should there be, due to unforeseen circumstances, inadequate relief for continuation of operations; the Company may have to revert to an 8 hour schedule within a 24 hour period.
- 4) The implementation and continuation of the compressed work week will be on the basis that the efficiency of any department will not decrease.
- 5) The 12 hour shift times of 6:00 a.m. to 6:00 p.m. and 6:00 p.m. to 6:00 a.m. will define a "DAY" as a period of 24 hours beginning at 6:00 a.m., and a "WEEK" as a period of seven calendar days beginning at 6:00 a.m. Sunday. The two 12 hour shifts will be referred to as DAY shift and NIGHT shift.
- 6) The hours between 6:00 a.m. and 8:00 a.m. in advance of a down Statutory Holiday will be covered by the regular night shift crew staying over, if deemed necessary by the Company.
- 7) Overtime will not be paid if incurred as a result of initial implementation or final discontinuance of the 12 hour shift schedule.
- 8) Employees entering the 12 hour shift schedule on a temporary relief basis from an 8 hour per day, 40 hour per week schedule,



will be paid overtime at the rate of time-and-one-half for hours worked in excess of 40 for the first week upon entering the schedule and for the last week upon leaving the schedule; providing proper notice has not been given and the change occurs after the start of the workweek.

- 9) Overtime at the rate of time-and-one-half will be paid for all hours worked in excess of 12 hours in any one day, all work performed on a Sunday (6:00 a.m. Sunday to 6:00 a.m. Monday) and all hours worked in excess of 40 hour average per week in a 8 week averaging period or 44 hours in a week.
- 10) Tour workers who work in excess of 12 consecutive hours on a regularly scheduled shift, or in excess of eight consecutive hours on a scheduled day off shall have the option of receiving the overtime premium on the basis of Article VI of the Labour Agreement or of receiving straight time for these excess hours and taking equivalent time off at the hourly rate for the job when the work was performed, at a time suitable to the employee and the Company during the contract year. Any overtime remaining at the end of the contract year in which it is banked may be carried over to the next contract year for the purpose of taking equivalent time off. If equivalent time off is not taken by the end of the contract year following the contract year in which it is earned, the Company shall pay the deferred one-half premium pay. Tour workers who choose to bank overtime may later re-elect to receive the deferred one-half premium.
- 11) For purposes of calculating overtime, the scheduled workweek shall be reduced by 8 hours in any week in which a recognized paid statutory holiday occurs. Should more than one recognized paid statutory holiday occur in any week, the scheduled workweek shall then be reduced by 8 hours for each such paid statutory holiday.

Example given:

- a) In a 48 hour work week in which one paid statutory holiday occurs, overtime will be paid for hours worked in excess of 40. Should it happen that two recognized paid statutory holidays occur in one week then overtime will be paid for hours worked in excess of 32 of that particular week.
- b) In a 36 hour work week in which one paid statutory holiday occurs, overtime will be paid for hours worked in excess of 28. Should it happen that two recognized paid statutory

holidays occur in one week then overtime will be paid for hours worked in excess of 20 of that particular week. The foregoing applies only to recognized paid statutory holiday hours and no other hours on which time-and one-half has been paid, or hours paid for call time, may be used for the purpose of calculating the workweek in 11 (a) & (b) above.

- 12) When the Company changes an employee's shift schedule after the start of the week without notification being given during the first 12 hours of his last shift preceding the new shift, the employee shall receive two 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 of shifts when the employee returns to his previously established shift schedule.

13) Shift Differentials

Employees following the compressed workweek schedule shall be paid shift differential as per the Labour Agreement, however the day shift benefit shall be paid for the hours of 6:00 a.m. to 6:00 p.m. and the night shift benefit shall be paid for the hours of 6:00 p.m. to 6:00 a.m.

14) Annual Vacation

Compressed workweek employees will take their vacations on a "tour" basis. For purposes of the 12 hour shift schedule, a "tour" vacation week will be the number of scheduled consecutive working days plus the following scheduled days off; will be DDNNOOOO, a period of eight (8) calendar days.

Application of Pay: for each C.W.W. vacation week will be the greater of 40 hours at the hourly rate of the employee's regular job or the percentage method plus 8 hours leave of absence. 8 hours leave will be granted after all grouped hours as identified in 17 below have been used.

15) Annual Vacation Scheduling

Shift Schedules for May 1st of each year will be determined by February 15th of that year in order to allow employees to schedule their Annual Vacations. All Annual Vacation Entitlements must be scheduled prior to May 1st of each year. Management will schedule any vacation left unscheduled on May 1st.

Each Department will develop procedures for the selection of vacation dates.

#### 16) Supplementary Vacations

Supplementary vacation taken on a tour basis will be taken the same as Annual vacation.

Application of Pay: for each C.W.W. vacation week will be the greater of 40 hours at the hourly rate of the employee's regular job - plus 8 hours leave of absence. 8 hours leave will be granted after all grouped hours as identified in 17 below have been used.

An employee may elect to take the supplementary vacations one day at a time as outlined in the Standard Labour Agreement. Pay for each supplementary vacation day will be equal to ten (10) hours at the straight time hourly rate of the employee's regular job.

#### 17) Taking of i) Banked Overtime, ii) Banked Worked Statutory Holidays, iii) Deferred Paid Statutory Holidays:

- a) All of the above may be considered as grouped hours.
- b) When taking off a 12 hour shift under this provision, pay for such time off may be any combination of the above in units of 12 hours.
- c) Employees may take four (4) hours from grouped hours if so desired to supplement Statutory Holiday pay, if they would normally have worked a 12 hour shift on that day.
- d) Any grouped hours, in i), ii), iii) above, remaining at the end of the contract year in which it was earned may be carried over to the next contract year in order that it is taken.
- e) Hours earned in each i), ii), iii) above will be used in the same order as they were earned within the category. First in First out (FIFO).

#### 18) Floating Holidays

For the purpose of the 12 hour shift schedule entitlement period, special (personal) floating holidays will be calculated on the basis of the number of days for which the employee has qualified multiplied by 12 hours, subject to all other conditions of Article XVIII (Special/Personal Floating Holidays) of the Labour Agreement.

All Floating holidays will be allocated by December 1st.

#### 19) Weekly Indemnity

Weekly Indemnity benefits will continue to be calculated on the basis of seven calendar days.

## 20) Meals

A hot meal, if not declined, shall be furnished at the usual meal time by and at the expense of the Company, to any tour worker required to work more than 13 consecutive hours. If he/she continues to work, a meal which shall be hot if practicable shall be provided every four hours thereafter.

## 21) Election Days

It is understood that on federal and provincial election days, the night crew will report at 4:00 p.m. rather than 6:00 p.m. to allow the day crew four hours free for voting purposes, unless alternate arrangements are mutually agreed upon.

## 22) Termination of the Agreement

Either party can terminate this Agreement by giving written notice of cancellation prior to February 1st of each year. The Agreement would then become null and void on April 30 of that year. If both parties decide in conjunction to cancel this Agreement it can be cancelled and they will jointly establish a cancellation date.

This document has been read and accepted by both parties January 24, 2007.

Brian Baarda  
Vice-President  
Catalyst Paper, Powell River Division

Mike Verdiel  
President  
CEP Local 76

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## COMPRESSED WORK WEEK VACATION CLARIFICATION

### 1. ANNUAL VACATIONS

- a) C.W.W. employees will take their vacation on a tour week basis. A tour week for vacation purposes will be DDNNOOOO, a period of eight (8) calendar days.
- b) Pay for each C.W.W. vacation week will be the greater of forty (40) hours at the hourly rate of the employee's regular job or the percentage method.
- c) Employees not working a regular C.W.W. schedule will continue to take their vacation on a calendar week basis consistent with the Standard Labour Agreement.

## 2. SUPPLEMENTARY VACATIONS

- a) Supplementary vacation taken on a tour basis will be taken the same as Annual vacation.
- b) An employee may elect to take his supplementary vacations one day at a time as outlined in the Standard Labour Agreement. Pay for each supplementary vacation day will be equal to ten (10) hours at the straight time hourly rate of the employee's regular job.

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Pacifica Papers Inc.  
Powell River  
Reference: Local 76 Agenda Item #1

April 1, 1995

### **Vacation Clarification**

Letter of Understanding #3

Further to the conditions outlined in Article XV Section 4(e) of the Labour Agreement.

Where an emergency of a unforeseen nature occurs the Union will accommodate to the extent possible in accessing employees on vacation, providing all other avenues have been exhausted.

Employees accessed in such a manner will be compensated as being called to work on a scheduled Day Off. Employees who work during their vacation week will be required to take an additional day off for each day worked.

R. M. Verdiel  
for Local 76

M. Lauzon  
for Pacifica Papers Inc.

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Management Handout #L76-2

August 28, 1998

### **Local 76 Agenda Item - Shipping**

- A) Covered jeeps for outside driving. New jeeps purchased for the amalgamation of the Shipping and Warehouse are covered.
- B) Install heaters on all jeeps. All new Shipping jeeps have been purchased with heaters.



**Local 76 Agenda Item - Boom Small Craft Ticket Bonus  
August 28th, 1998**

Effective May 1, 1994, the Company will establish a Small Craft Ticket Bonus of twenty-five cents per hour (\$0.25/hr) for the Outside Boom Crew.

It will be paid to individuals working at jobs which do not require the Small Craft Ticket in the performance of the Job (i.e. it will not be stacked on top of any job evaluation credit given for a Small Craft Ticket to a position on the Outside Boom).

It will be applied in the like manner to a Grading Ticket.

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Management Handout #76-5

August 28, 1998

**Local 76 Agenda Item – Shipping  
– Winter Mittens & Gloves**

Our response to your agenda item will be to provide one pair of winter mittens or gloves per contract year.

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Management Handout #76-7

August 28, 1998

**Local 76 Agenda Item – Shipping – Rain Gear**

Our response to your agenda item will be to provide eight pair of rain gear on an as needed basis for the crew. As before, if they go missing, they will not be replaced.

---

Pacifica Papers Inc., Powell River  
Management Handout #L76 - 3

March 15, 1995

**Local 76 Agenda Item #6 - Life Insurance**

**LIFE INSURANCE**

The Company will arrange for voluntary life insurance coverage for employees. Levels of coverage and costs will be as negotiated with carriers by Pacifica Papers Inc. Benefits Supervisor. Terms as negotiated and administrative procedures will be discussed with the

Union prior to implementation.

It is understood whatever additional levels of insurance each employee elects, it will be at their cost.

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## **WCB and WI Claims Letter**

March 16, 1995

CEP Local 76  
5814 Ash St  
Powell River, BC  
V8A 4R4

Attention: Mr. Mike Verdiel

Dear Mike:

During the current set of negotiations you have raised the issue of "timely notification" of the Company's challenges to WCB and WI claims.

We have considered your union's concerns and as a result of this review, we agree to modify our current practice of notification.

As a matter of courtesy and policy, timely notification of challenged claims will be made to the employee and Union. We expect notification will be given as soon as possible, likely within 1- 4 days of the claim being initiated.

This policy issue has been communicated to our Safety Coordinator and Industrial Relations Manager.

Sincerely yours,  
Pacifica Papers Inc.  
Miles Lauzon  
Vice President  
and General Manager

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## **C.E.P. Local 76 HANDOUT**

April 3, 1995

### **Re: Union Agenda Item #7 L.R.P. Averaging Pay for C.W.W**

Overtime at the rate of time and one-half will be paid for work in excess of forty (40) hours average per week, over the defined eight (8) week period.



In the application of this principle, the following provisions will be applied to relief employees who do not follow the recognized Compressed Work Week rotation, (four (48) hour weeks and four (36) hour weeks).

- 1) A relief employee who works up to and including four 48 hour C.W.W.'s in an eight (8) week averaging period, will be paid overtime for work in excess of 44 hours in each of those weeks as per all local C.W.W. agreements.
- 2) A relief employee who has completed four 48 hour C.W.W.'s (4 - 12 hour shifts or a combination of 8 hour and 12 hour shifts equaling or greater than 48 hours) within a given eight (8) week averaging period, will be paid overtime for work in excess of thirty-six (36) hours in any other week in that averaging period.
- 3) Any shift scheduled after an employee has completed 36 hours in a 36 hour week will be treated as work performed on a designated day off.
- 4) A relief employee who does not complete four 48 hour C.W.W.'s (four 12 hour shifts) within the current (8) week averaging period, and works something other than four 12 hour shifts in a week, will be paid overtime for work in excess of forty (40) hours in that week.
  - (a) Under our Labour Agreement, averaging pay is calculated weekly. Qualifying hours included in calculating averaging pay for workers that relieve into the compressed work week schedule are:
    - i. All hours worked except overtime hours
    - ii. All hours worked on Statutory Holidays
    - iii. All Floating holiday hours and Banked Stat. hours
  - (b) A work week is reduced by 8 hours for each paid Statutory Holiday or deferred Statutory Holiday.
  - (c) Hours not included in the weekly calculations for averaging pay are:
    - i. Vacation
    - ii. Supplementary Vacation
    - iii. Banked Overtime
    - iv. Jury or Witness Duty
    - v. Bereavement Leave
    - vi. Leave of Absence

- vii. Sickness
  - viii. Call Time
  - ix. Penalty Times
  - x. Overtime (excluding Sundays or Stats)
- (d) Hours in addition to those identified in "A" above, that are included in the definition of what constitutes a 48 hour compressed work week for the purposes of Item #2 are:
- i. Vacation
  - ii. Supplementary Vacation
  - iii. Banked Overtime
  - iv. Paid Jury or Witness Duty
  - v. Paid Bereavement Leave

These hours do not count towards the calculation of averaging pay for the week. They are only used to-establish the definitions of what constitutes a 48 hour compressed work week, the principle being that all paid time off counts toward establishing the length of that week.

All paid Statutory Holiday hours count toward establishing the length of the work week as well.

To qualify as a 48 hour compressed work week, at least one day of that week must be worked or taken off with pay as a 12 hour C.W.W. shift.

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Local 76 Agenda Item #76-3

August 28, 1998

### **Re: Amalgamation Shipping / Warehouse**

The following is an Agreement by the parties regarding the application of seniority to the new Distribution Services Department taking into consideration the principles of seniority as per the Collective Agreement.

After discussions between the employer and the union and review of the jobs in the new department, it is our common position that the new work is equally made up from the Shipping and Warehouse Departments, that is 17 senior members from each department will move to the new department. The breakdown is as follows:

**Lead Loader:**            2 Apron Foreman (S) 2 Shed Foreman (W)

**Loader:** 4 Warehouse Lead Hand - shift (W)  
 4 "A" Lift Truck Operator (W)  
 8 Lift Truck Operators(S)

**Crew Spare:** 6 - Warehouse  
 6 - Shipping

**DAD Crew Spare:** 1 - Warehouse  
 1 - Shipping

Seniority in new Distribution Services

- 1) 17 senior department members from Warehouse, 17 senior department members from Shipping taking into account the Terex and Peco Agreement.
- 2) Seniority in Distribution Services will begin on the date of entry to the new department.
- 3) Starting with the most senior department members from either side. In this case the Warehouse line, and then rotate 1 for 1.

**Lead Loader**

1	Warehouse
2	Shipping
3	Warehouse
4	Shipping

**Loader**

5	W	6	S	7	W	8	S
10	S	9	W	12	S	11	W
13	W	14	S	15	W	16	S
18	S	17	W	20	S	19	W

**Crew Spare**

21	W	22	S	23	W	24	S
26	S	25	W	28	S	27	W
29	W	30	S	31	W	32	S
33	W	34	S				

**DAD /  
Crew Spares**

**Recall**

35	W
36	S
37	W

## **Standard Gauge**

- 1) Below the 17th Warehouse department member, department members must choose Railroad or Distribution recall.
- 2) If you go to the Railroad, there will be no recall to the Distribution Department.
- 3) Warehouse members with recall will have to choose Distribution or Railroad. Once you choose, there is NO recall to the other line.

If Warehouse / Railroad members elect the Standard Gauge Line or have recall, then decline the job within the 60-day trial period, recall to Distribution Services will still be available.

## **B. Trans-shipping**

- 1) Transship will be assigned by seniority on each shift.
- 2) While Transship product is being loaded the following rates will apply:

Lead Loader	\$24.93 as per Deep Sea Loading Foreman
Loader	\$23.40 as per Deep Sea Lift Truck

## **Tech. Change**

Provisions in the Collective Agreement will apply to all members of both Departments.

Average rate\* will be used to calculate the Shipping Department members' rate.

## **Average Rate**

This would apply as it currently does in the Shipping Department for Floating Holidays, Vacation and Stats.

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Local 76 Agenda Item #76-4

August 28, 1998

## **Steam Plant Record Memorandum**

This agreement replaces the Steam Plant Record Memorandum dated October 28th, 1969.

1. The first employee in any category to receive a certificate of higher rating will be eligible to fill the first vacancy in the category requiring that grade of certificate.

2. A new mill hire with a certificate shall establish seniority in a job category or categories requiring a certificate of the same grade as / or lower than the new hire holds when:
  - a) The employee has been continuously employed in the Steam Plant for a period of six months, or
  - b) The employee is promoted or engaged to fill a permanent vacancy in a job requiring that grade of certificate.
3. Shift Seniority
  - a) Shift seniority shall prevail on each shift for a period up to and including 60 days.
  - b) In the event of protracted relief work in excess of 60 days, departmental seniority shall apply.

Examples:

- i. An occasion arises where a 3rd class relief engineer is required for a period of up to 60 days. The next senior 3rd class employee on the shift requiring the relief shall be promoted.
- ii. If it is evident beforehand that the relief work will involve a period in excess of 60 days, then the employee with the departmental seniority, and the ticket shall work all the relief period.

4. Transfer to Another Shift

In any departmental job category an employee can transfer to another shift that will provide more relief work of a higher category and rate than the employee is receiving on the employee's own shift, provided that employee is senior in his / her category to the employee already on that shift. The employee exercising this right may not do so again for six months.

5. The Company's current rights of transfer and re-scheduling for relief purposes remains unchanged by this memorandum.

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Local 76 Agenda Item #76-6

August 28, 1998

### **Emergency Response Team Hourly Involvement**

The E.R.T. will be filled through a volunteer application process. Acceptance will be based on meeting the qualifications and abilities required to do the work. Some employees will be exempt from applying.

**NOTE:** Management will determine exemptions based on the reasonable operating requirements of the Mill. The Program Administrator and Coordinator will review and decide on all volunteer applicants. A cap of 45 responders in total will be maintained which includes existing salaried staff complement.

Local 76 and Pacifica Papers recognize the value and effort required of our Emergency Responders and therefore have agreed on the following Recognition / Support Program.

- A. The initial 80 hours of training will be paid per the contract.
- B. Compensation for E.R.T. activities shall be a bonus of \$1.50 per hour to their normal wage rate.
  - that bonus will be treated like shift differential with respect to overtime etc., i.e. bonus not added in.
- C. Membership at a local fitness facility will be available annually upon request for E.R.T. members.
- D. Additional life insurance coverage to a value of \$100,000.00 for E.R.T. members.
- E. Any relevant E.R.T. program costs to responders will be covered by the employer e.g.
  - training courses and exams,
  - medical clearances by responders' physician.

From time to time the Recognition / Support Program will be reviewed by the Program Administrator and Coordinator to ensure that it fairly reflects the contributions made by our E.R.T. members. Any changes to the Recognition Support Program which affect Local 76 members will be resolved through discussion with Local 76.

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Local 76 Agenda Item #76-7

August 28, 1998

### **Time off Administration**

- A) Production Vacations, F.H. B.T., etc.  
Proposal

We propose that as of November 1st of any contract year, each employee will be provided with an individualized accounting of the outstanding vacation and floaters he or she has remaining. Beginning December 1st, unscheduled vacation and floaters will be scheduled by the Company.

B) Maintenance – clarify, amend, existing agreement Management Agenda Item #1f) Maintenance Trade Time Off

Based on the acceptance of A) above, and amending Management Agenda Item #1F, Maintenance Trade Time Off Item (g).

The parties also agree that as of November 1st of each contract year, each employee will be provided with an individualized statement of their outstanding vacation and floaters he or she has remaining. Beginning December 1st of that contract year, unscheduled vacation and floaters will be scheduled by the Company.

We are prepared to open the board for floaters and banked time to seven blocks in the week, i.e. Pipefitters example 6/3.

S	M	T	W	T	F	S
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (21) Available
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Stat Holidays will reduce the available blocks in the week as in the example below.**

#### Pipefitters

December						
S	M	T	W	T	F	S
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	24	25	26
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	24	25	26 (12) Available
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	24	25	26

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Local 76 Agenda Item #76-9,

August 28, 1998

#### Locker-room

2 lockers per person

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## **Union Leave - Local**

All time considered at work

### Letter for Entry in Memorandum of Agreement

Re: Coverage During Leave of Absence for Local 1 & Local 76 C.E.P.

The Company will continue to pay benefit premiums for Welfare Plan Coverage to the carrier on behalf of employees who are on authorized Leave of Absence on Local Union business in excess of 3 months in any one calendar year. For the purpose of Collective Agreement entitlements this time will be considered time worked.

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## **Boom Small Craft Ticket Bonus (Manning)**

Increase

Teeshu Tug Line Up Change.

- Two ticketed captains and one whaler days off Friday and Saturday.
- Two ticketed captains and one whaler days off Sunday and Monday.
- Call-ins when required will be as per current practice, one captain and two whalers, rescheduling should first be explored.
- If a captain is off, the Teeshu will operate with one captain and two whalers.
- The Company will continue to pay the cost of obtaining and maintaining a ticket. Once ticketed, the individuals will be expected to maintain the tickets.
- Four Teeshu captains will have positions in the outside crew.
- Teeshu captain seniority will be by ticket seniority unless a senior captain allows a junior captain to move ahead which is consistent with mill seniority rules.
- Two whalers are no longer automatically assigned to the contract tug for barge dumps on overtime.

### **Shipping Rate – Siderunner (Sr. Holdman) Rate on Gantry Vessels**

The Siderunner (Sr. Holdman) rate will be paid to the senior employee in the Holman (Ship Utility) position when directing a crew of utility people preparing a hatch, flooring out, securing and closing out a hatch. This would be when the Checker, Jeep Drive, Slingman are moved up to the Holdman (Ship Utility) rate plus one hour.

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### **Steam Plant**

Establish entry level position Power Engineer Trainee

The entry level positions for the Steam Plant positions reside with the Crew Spares.

However, we believe a training procedure would be beneficial to our employees.

We are prepared to move forward as follows as at date of ratification:

All employees will be advised by letter of this program.

1) The Company will support any employee who:

- Enrolls in a 4th Class Power Engineer theory course that has been approved by the director, at a technical or vocational school or through a correspondence school.
- The Company will pay for tuition books and materials as required upon successful completion of the course.

2) When a vacancy exists, should there be no ticketed applicants for the posting, all those employees who have successfully completed the theory portion of this program will be eligible to apply for the vacancy in the Crew Spare positions.

3) Non-ticketed Crew Spares, upon acquiring adequate firing time, will be required to sit the government exam at the first opportunity. Should the candidate not pass, one other opportunity at the next sitting will be given. Should the candidate not pass the second time they will be removed from the Steam Plant.

Note: This does limit the Company from hiring qualified candidates from outside the mill.

### **Exhibit "C" Welfare Plan**

- A) Discuss and resolve issues regarding status of the plan, e.g. committees, reporting periods, distribution of surpluses. The report for Powell River Division is currently being worked on and will be ready by July 1st, 1998. Company to provide those reports annually to each Local.
- B) That the Company is on notice that we expect with the renewal of this agreement that Item #6 "Changes in Classification" will be applied to all employees.

With respect to "Changes in Classification", we are willing to calculate the W.I. and L.T.D. based on average rates—effective as soon as possible, but no later than May 1st, 1999.

Average rates are calculated using pay data from the previous 6 months (i.e. May 1st and November 1st).

### **How Averaging Rates Are Calculated**

The program adds up all the hours, and adds up all the gross dollar (hours x rate) with no overtime factor and then divides your total earnings by hours to find your average rate. Not included in this calculation are stat holidays, floaters, supplemental vacation, regular vacation, shift differential, call time, misc. premiums, C.O.P, banked withdrawal, and 40 hour premium

There may be a resulting premium change which would be effective the same day benefits became effective.

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Local 76 Memorandum of Agreement Item #6

September 5,  
2002

### **Re: Weekly Indemnity & Averaging**

The Company has clarified with the benefits carrier that the process for establishing average rates for use in determining benefit levels should take into consideration annual wage increases.

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Local 76 Agenda Item #76-21

August 28, 1998

### **M.S.A. Net**

That the Company provide prescription cards for all members.  
We have reviewed the request for providing prescription cards

to Pacifica Papers Inc. employees and future Pacifica Papers Inc. retirees. M.S.A. has confirmed that they can provide this service to the Company at the following cost:

.55¢ per month per individual

\$1.55 per month per family

Effective date of ratification, we will advise M.S.A. to provide this service.

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Local 76 Agenda Item #76-17

August 28, 1998

### **Partial Mill Shutdown**

Letter dated December 15th, 1971 – cancel.

This agreement is canceled. Shuts of 96 hours or less will be by department.

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Local 76 Memorandum of Agreement Item #8

September 5,  
2002

### **Compassionate Extended Health Benefits Coverage**

The Company agrees to provide continued extended health benefits coverage (to a maximum of \$100,000) for the dependents of employees who are classed as a work related death (as defined by WCB). This coverage shall be provided until such dependents reach the age of majority (19).

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Local 76 Memorandum of Agreement Item #12

September 5,  
2002

### **Modified Work**

As a means of supporting employees who require modification of duties while engaged in a short-term 'light duty' program, the company agrees to pay the employee at a rate consistent with what they would have earned had they been unrestricted. This applies only to employees on a transitional program for return to full duties.

September 1, 2002

Mr. Mike Verdiel  
CEP, Local 76  
Powell River, BC

Dear Mr. Verdiel:

## **RE: Retiree Benefits**

September 1, 2002

For employees who have retired from active service with the Local, the Company agrees to provide for the employees, their spouses and their dependents, the following:

- Full premium payment for the B.C. Medical Plan for the retired employee's and spouse's lifetimes.
- Full premium payment for a basic Extended Health Benefits Plan.

Brian Johnston  
VP Powell River Division

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Powell River Division

September 5, 2002

## **Travel Guidelines for Local 1 & 76 Members**

The Company will inform the Local as soon as possible after we know that bargaining unit employees will be traveling.

All employees of the Company will be reimbursed for reasonable expenses incurred on Company business. The guiding principle is that employees traveling on Company business shall not lose any regular pay as a result of traveling and traveling is voluntary. Where an employee is traveling on a day off, he/she will be compensated on either an equivalent time off basis, or overtime basis, at the employee's discretion.

Employees on authorized Company business are covered by a \$100,000.00 Travel Accident Insurance Policy over and above A.D.&D, Group Life and W.C.B. coverage. The Company will cover emergency medical expenses while traveling outside the Province.

If you are required to use a personal vehicle the reimbursement is (\$0.46 cents/km or Catalyst Paper policy).

In the event of a serious family emergency every effort will be made to expedite the return of an employee.

Employees shall not be asked to visit sites at which there is a Labour dispute in progress.

If an employee is scheduled to work on the nightshift before the travel departure date, he shall not be expected to work that nightshift and will be paid as though he had worked, unless the departure time is later than 3:00 PM of the following afternoon. If the departure time is after 3:00 PM the employee will be expected to work the previous nightshift.

If an employee is scheduled to work nightshift on the travel return date, he / she shall not be expected to work that nightshift if he / she returns to Powell River after noon on that day and will be paid as though he / she had worked.

## **EXPENSE GUIDELINES**

### **Allowable Expenses**

- meals including tips
- standard accommodations at a first-class hotel
- transportation by air, ferry, rail, bus, taxi & parking
- allowance for personal cars used on business (\$0.46 cents/km or Catalyst Paper policy)
- laundry and valet services
- long distance telephone and fax charges - for business purpose or calling home
- gratuities - within reasonable limits and in accordance with local custom

### **Non-allowable Expenses**

- personal items such as self-entertainment, reading material, barber, clothing, equipment and side trips
- spouse's travel expense's
- additional personal accident insurance
- lost money, fines, property damage

Not for inclusion in Labour Agreement. This understanding may be canceled with notice after discussion between the parties during the term of the agreement.



### **Local 76 Agenda Item CEP76-1 - Eye Examinations**

The company commits to work with its vendor in an effort to reduce the cost of eye exams for its employees.

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Catalyst Paper Inc.

September 29, 2008

### **Local 76 Agenda Item CEP76-6 - Notice Boards**

Management will purchase for installation two enclosed and lockable notice boards. The notice board selection and installation will be agreed to between CEP Local 76 and management. The location of the notice boards will be installed in the presence of adequate lighting.

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Catalyst Paper Inc., Powell River

September 27, 2008

### **Local 76 responses to Company Agenda Items 15, 16, and 17**

After our discussions between the company and the union, it is our common position that the following letters do not represent manning agreements and are intended to outline the respective departmental restructuring changes that occurred as discussed between the parties.

- 15. Fibre Handling Department Amalgamation - Letter
  - 16. Yard Crew – Mill Stores Restructuring Plan - Letter
  - 17. Local 76 Agenda item # 76 – 3 Amalgamation of Shipping/  
Warehouse Page 160
- 

### **Employees on Temporary Layoff**

November 19, 2008

### **Opportunity to Elect a Severance Option**

For the term of this Collective Agreement, the Company and Union agree to provide employees on temporary layoff with an option to sever their employment under certain circumstances.



- 1) The option for severance would be available if:
  - a) Employee has 1 or more years of continuous service at the start of the layoff, and
  - b) Employee has been on layoff for 12 months, and
  - c) There is no definitive plan for re-employing the individual within the following three (3) months.
- 2) For the purposes of this proposal, Layoff is defined as having the opportunity to work less than 900 hours during the 12 month period.

An employee who has an approved absence for regular vacation, personal floating holidays, or supplemental vacation that is due to expire will be considered to be unavailable for work. Opportunities for work that occur on these days will not be counted.
- 3) If the above conditions are met, the employee will have the option of accepting a severance payment. The severance will be calculated according to the formula in Article XXIV – Job Elimination.

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## **Remaining from 2008 – 2012 \$80/Ton Agreement**

**January 14, 2009**

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### **Article XV – Vacations**

Banked vacations must be taken immediately prior to retirement and at which time it will be paid out at the rate that it was earned or at the current card rate, whichever is greater.

### **Curtailment and Lay-offs**

The hours in the Special Deferral Account may be accessed during periods of Curtailment and Layoff when all other forms of time off have been used or scheduled. This time will be paid out at the rate that it was earned or at the current card rate, whichever is greater.

The weeks in the Banked Vacation Account may be accessed during periods of Curtailment and Layoff when all other forms of time off have been used or scheduled. This time will be paid out at the rate that it was earned or at the current card rate, whichever is greater.

### **Dayshift Operating Departments:**

Time off will be granted based on a max. of 1 in 4, all time off included (including floaters) as per attached table.

	# Allowed Off 1in 4
1,2,3,4,	1
5,6,7,8,	2

- Time off will be granted based on the following areas: Stores, Technical, Janitors, Labour Relief Pool, Yard and Rail.
- All vacation must be scheduled by May 1 of each Vacation Year
- 7 day advance notice of floater above 1 in 4 not allowed.
- Any Floating Holidays remaining unscheduled as of Dec 1 will be scheduled for the employee.
- Any request above the 1 in 4 ratio will be waitlisted. Waitlisted requests may only be approved by the Area Manager. Special consideration will be given on Mondays and Fridays.

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## First Aid Certification

Any employee who holds a valid OFA Level III ticket will receive a premium of \$.50/hour (provided the position they are working in does not require it). The company will pay the tuition and book costs of the training (½ up front, ½ at successful completion). No wages will be paid during this training.

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## 12 Hour Hatchwatch Firewatch Agreement

For the purposes of maintaining productivity, efficiency, cost-effectiveness and above all, the safety of its members/employees CEP Local 76 and Catalyst Paper Corp. agree upon a 12 hour Hatchwatch and Firewatch Agreement for major shutdowns and outages.

Job assignments for Hatchwatch or Firewatch will be scheduled as per the Compressed Work Week Memorandum of Agreement.

The parties also agree to meet prior to major shutdowns and outages to discuss the application of this agreement and its schedules and consult with respect to ways and means to avoid jurisdictional difficulties between Local 76 and Local 1.

## **Working Foremen or Leadhands**

Employees filling these roles will be paid 7.5% above the highest card rate in the department.

Amend present job description to include:

- Assigning duties and jobs to other employees
  - Identifying and obtaining resources required to complete work assignments
  - Monitoring and taking appropriate steps to ensure assignments are executed and completed as planned
  - Completing appropriate records to ensure the accurate payment of employees under their direction
  - Identifying and entering information necessary to identify costs, production data, ordering of parts and materials, etc.
  - Other duties as assigned
- 

## **Apprenticeship Program**

March 10, 2012

### **A) Apprenticeship Committee**

The Apprenticeship committee will review quarterly the future needs of the maintenance trades and application of apprenticeships. The committee will consider the effects of issues such as:

- Attrition
- Retirements
- Trade Mix
- Operational Changes / Demands
- Business Conditions
- Status of ongoing apprenticeships
- Trades Recruitment
- Other external issues that affect the operation

### **B) Apprenticeship Commitment – 2012 / 2013**

The Company agrees to implement four (4) apprentices in 2012 and a minimum of two (2) apprentices in 2013. The trade mix will be based on the recommendations of the Apprenticeship Committee.

CEP Local 76 recognizes that in the event that no employee from either Local at the Powell River Division qualifies under the Apprentice Selection Agreement, this document will not be seen as a bar to the hiring of an external applicant for the Apprenticeship Program.

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## **Technical Expertise**

March 10, 2012

In certain circumstances an employee may receive compensation for providing specialized technical assistance over the phone during a breakdown situation. In order to qualify, the following conditions must be met:

- The employee must be part of an active trouble shooting process and be providing technical assistance during this process.
- The assistance is specialized information rather than normal informational or operational exchange.
- The assistance provided must be of a nature that typically the employee would attend the work site to remedy.

In this situation the employee will be eligible to be paid a two (2) hour call time payment (C2). Such payments must be authorized by the supervisor, and a note must be included in the time record.

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## **Time Equalization**

March 10, 2012

A Day Worker called in and works between the hours of 12:00 midnight and three (3) hours before his/her normal starting time, will be compensated for all hours worked at equal time off taken at the employee's option at the beginning or prior to the end of his/her next shift. They will be paid straight time for the time lost as a result of taking equal time off.

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

## **Points of Clarification re: Time Equalization**

### **Scenario #1**

- 8 – 4 Day Worker called in @ 10 PM
- Works from 10 PM until 2 AM
- Time Equalization is two (2) hours
- Employee option: return to work @ 10 AM – 4 PM for full 8 hours straight time pay or return to work @ 8 AM – 2 PM for full 8 hours straight time pay.

### **Scenario #2**

- 8 – 4 Day Worker called in @ 1 AM
- Works from 1 AM until 7 AM
- Time Equalization is six (6) hours
- Employee option: return to work @ 2 PM – 4 PM for full 8 hours straight time pay or Employee takes 1 hour unpaid break (Breakfast break), returns to work at 8 AM – 10 AM and receives full 8 hour straight time pay.

### **Scenario #3**

- Working Foreman 7AM – 3 PM shift called in @ 1 AM
- Works from 1 AM until 7 AM
- Time Equalization is six (6) hours
- Employee option: return to work @ 1 PM – 3 PM for full 8 hours straight time pay or Employee continues to work until 9 AM and receives full 8 hours straight time pay.

### **Scenario #4**

- 8 – 4 Day Worker called in @ 5:30 AM
- Works from 5:30 AM until 8 AM
- Time Equalization 0 hours

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## **Bereavement Leave – Clarification**

March 10, 2012

When a death occurs to a member of the employee's immediate family, the employee will be granted the appropriate Leave of Absence and they shall be compensated at their regular straight time hourly rate for all normal hours lost from their regular schedule for a maximum of three (3) days in accordance with the provisions of Article XIII – Section 1 of the Labour Agreement.

For clarification, employees will be paid eight (8), ten (10), or twelve (12) hours if that is their regularly scheduled shift.

Reference to Bereavement Leave in compressed work week agreements will be deleted.

Signed this 10th day of March, 2012.

S. Boniferno,  
Vice-President, Human Resources  
Catalyst Paper

Mike Verdiel,  
President  
CEP Local 76

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LETTER OF UNDERSTANDING

January 14, 2009

### **Temporary Employee Agreement**

"Powell River Division will strive to operate 3 profitable machines through the present market downturn (expected duration 2 years) generating the earnings required to secure the investment desired to support a very profitable future two machine operation. Our strategy expects P9 to be a candidate for shutdown by 2011"

### **Powell River Strategic Objective**

To support the Company's stated objective and keep a continued focus on cost management, the Union agrees to enter into a process of managing people with an eye to the long-term viability of our mill and our company.

Catalyst Paper Corporation and C.E.P. Local 76 are committed to providing as much maintenance and repair work as possible to the regular workforce and it is not the intent of this letter to detract from this commitment.

In keeping with a joint commitment of the Company and CEP Local 76 to reduce the use of contractors, the Company may hire temporary qualified employees for projects to the Local.

It is understood that when the Company and CEP Local 76 agree it is beneficial, the Wage Delegates will allow the use of temporary employees under special circumstances on maintenance shutdowns when it can be shown that the use of temporary employees will replace contractors and will not result in a negative impact on the regular workforce. Such discussions are to take place before any final decisions on the use of contractors has been made.

It is also understood that when the Company and CEP Local 76 agree it is beneficial, the Wage Delegates will allow the use of temporary



employees under special circumstances for business needs. The use of temporary employees will not result in a negative impact on the regular workforce.

Such discussions are to take place before any final decisions on the hiring has been made.

If practicable, the Employer and the Union agree to give preference to laid-off employees located at other Catalyst divisions, with no impact on recall rights. Travel time and expenses will not be covered.

If practicable, the Union and the Employer agree to a local hiring preference.

## **1. CONDITIONS**

- a) Temporary employees will be Union employees and will be subject to the terms of the Collective Agreement with the following exceptions:
  - i) Temporary employees will not be considered part of the regular work force with respect to the commitment outlined in Article XXV – Contracting.
  - ii) Temporary employees shall have no rights under Article XXI – Seniority and Article XXV - Contracting.
  - iii) Temporary employees will not be eligible to apply to Job Postings within the mill.
- b) Temporary employees will be paid in accordance with Exhibit A – Job Categories and Wage Rates.
- c) Temporary employees are not a procedure to replace apprentices.
- d) If temporary employees are hired permanently, their seniority will be from the first day of their probation period for permanent employment.
- e) Union dues will be deducted on all hours worked from the first day of employment.
- f) Contributions will be paid into the Pulp & Paper Pension Plan for all hours worked by the temporary employees.
- g) The Union will receive a weekly report of temporary employees that have been/are in the mill.
- h) Regular full time employees will be given the opportunity to work a schedule based on the scheduled hours for the shutdown, determined by the Company in advance of each major maintenance shutdown.

In keeping with the aforementioned spirit of reducing the use of contactors and in trying to reduce the costs of Capital Projects, the Union agrees to the use of its employees with contactors as per the settlement reached with MB Paper Ltd., dated December 19, 1997. (see attached document)

If a disagreement occurs between the Company and Union in regards to the application of this Letter of Understanding, both parties commit to trying to resolve the disagreement. If however the parties are unable to resolve the disagreement either party may cancel this Letter of Understanding after serving sixty (60) days notice.

Dated this 14th Day of January, 2009.

Stew Gibson  
General Manager  
Catalyst Paper, Powell River Division

Mike Verdiel  
President  
CEP Local 76

LETTER OF UNDERSTANDING

January 14, 2009

## **Maintenance Trades Vacation**

### **1. GENERAL RULES:**

- a) Time off year is defined from May 1st to April 30th. Prime time weeks during the year will be from: the last full week in June to and including the week of Labour Day, Christmas week, New Year's week and Spring Break week. All other weeks are non-prime time.
- b) Reasons for time off will be Regular vacation, Supplemental vacation, Floaters, Banked Time, Banked Stats and Deferred Stats.
- c) Supplemental vacation will not be permitted during prime time.
- d) Day Workers
  - 1) The vacation week is defined to be Sunday to Saturday.
  - 2) The employee's vacation week will be exclusive of the Stat holidays or any other paid leave to which they are entitled.
  - 3) If a Statutory holiday(s) should fall within the vacation week, a Deferred Stat(s) will be generated and must be taken within 2 (two) contract years.

e) Tour Workers

- 1) The vacation week is defined as per Compressed Work Week Agreement for each trade.
  - 2) Vacations will be taken as per Compressed Work Week Agreement for each trade. If a Statutory holiday(s) should fall within the vacation period, a deferred stat(s) will be generated and must be taken within 2 (two) contract years.
- f) During non-prime time the ratio allowed for all reasons will be 1:4. During prime time the ratio allowed off for all reasons will be 1:4.
- g) All Regular vacations are to be booked by May 1st of the vacation year. Floaters are to be booked by December 1st. Vacations and Floaters cannot be wait listed after these dates.

## 2. PROCEDURES FOR BOOKING OF HOLIDAYS:

- a) See Table below for determining the number allowed off on a weekly basis for various crew or area size and ratios.

Crew group Size	# Allowed Off 1 in 4
1,2,3,4	1
5,6,7,8	2
9,10,11,12	3
13,14,15,16	4

- b) For booking purposes, for Floating Holidays, Banked Time, Deferred Stats and Banked Stats the total hours scheduled plus hours wait listed cannot exceed the individual's entitlement hours for each of these categories.

For Regular and Supplementary vacations, the total hours scheduled plus hours wait listed cannot exceed the individual's entitlement plus 40 hours. Total hours scheduled cannot exceed the individual's entitlement.

- c) Ground rules as per the administration of time off will be as per current practice within each trade. All trades will develop written procedures for their respective time off rules. These rules will include numbers off by type (i.e. Vacation, Floaters, etc.); set the number of weeks each individual can book during prime time and setting of wait list rules.

- d) After all weekly vacation blocks have been scheduled, employees will then be able to schedule other paid time off such as Floaters, Banked or Deferred Stats, Banked Overtime and Supplementary Vacation in open weeks.
- e) On Mondays and Fridays, additional individual days off may be granted beyond allowable numbers with the approval of the area Manager. Consideration will be given to total numbers within the trade and will not exceed 40% maximum allowed off.
- f) The vacation schedule for the full contract year (May 1st to April 30) will be posted on the Intranet for easy viewing access.
- g) An employee shall book or change his/her leave schedule, no later than the Tuesday 4:00 P.M. of the week prior to any scheduled time off.
- h) If an employee wishes to cancel any scheduled Vacation weeks, he or she must re-schedule them in available openings at that time.
- i) This new agreement will supersede all previous Maintenance time off agreements and will be in effect as of May 1, 2009.

This document has been read and accepted by both parties January 14, 2009

Stew Gibson,  
General Manager  
Catalyst Paper, Powell River Division

Mike Verdiel  
President  
CEP Local 76

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LETTER OF UNDERSTANDING

May 13, 1977

### **Continuity Pay**

A day worker who prior to 6:00 AM is called back to work on a breakdown or emergency clothing or wire change after completion of 8 hours work shall be paid according to the B.C. Standard Labour Agreement for those hours up to 8:00 AM. However, if the employee continues to work through into the next day after 8:00 AM the overtime payment will continue to the completion of the specific job that necessitated the call-in. It is understood that should the breakdown continue, the above clause would only apply for the first day.

If the original employee who was called in is replaced by another employee, the original employee is placed on another job, the

original employee will still receive the overtime payment until the specific job that he was called in to do is completed.

It is further understood that when there is a team of employees called in, the continuation of overtime pay is only to the point when the employee has completed his portion of the job.

e.g. Millwright and Clothing crew may be called in and the millwright's job is completed one hour ahead of the clothing crews working on the job, the continuity of overtime for the millwright ceases when his portion of the job is completed.

It shall be the responsibility of the Supervisor to determine what time the job has been completed.

1. This provision is for day workers only.
2. This provision is only applicable after completing 8 hours in the day.
3. This provision applies only on breakdowns or emergency clothing or wire changes.
4. This provision applies only when the time of reporting for work is prior to 6:00 AM. If work begins at 6:00 AM there is no provision to continue overtime past 8:00 AM.
5. This provision applies only as long as the specific job which necessitated the call is continuing, regardless of who is working on it. The overtime continuity ceases when that job is finished regardless of whether the machine starts-up or not.
6. This provision applies for the first day only.

**LETTER OF UNDERSTANDING  
BETWEEN  
COMMUNICATIONS, ENERGY AND PAPERWORKERS' UNION  
OF CANADA LOCAL 76 (THE UNION)  
AND  
NORSKECANADA, POWELL RIVER DIVISION (THE COMPANY)**

**December 3, 2003**

**RE: LAB / TECHNICAL DEPARTMENT**

In recognizing and acknowledging that increased skill enhancement and process education for our technicians will result in better technical services, it is agreed that as of the date of this letter:

1. In addition to meeting all existing entry criteria, employees who post in to the Technical Department must successfully complete the Northern Alberta Institute of Technology Pulp and Paper Technician Certificate within three years of the date of entry to the department.
2. Employees must demonstrate ongoing success in the program by meeting or exceeding the following timetable:
  - a. Module 1, The Industry must be started no later than 4 months and completed no later than 12 months from date of entry to department
  - b. Module 2, Process Management Systems must be started no later than 16 months and completed no later than 24 months from date of entry to department
  - c. Module 4, Papermaking must be started no later than 28 months and completed no later than 36 months from date of entry to department
3. If an employee does not successfully complete a module, (s)he will be allowed one opportunity to rewrite the module examination within 30 days of being notified that (s)he was unsuccessful in the first attempt. The second examination will be at the employee's expense.
4. Employees who do not complete any of the three modules within the above specified time frame will immediately be removed from the department and transferred to the Labour Pool.



5. Where a new employee in the Technical Department has already taken and completed the NAIT program or the BCIT Diploma, Chemical Sciences Pulp and Paper Technology, the employee will not have to complete the program again. Where a new employee has completed a similar program, or has similar qualifications to the NAIT program, the Company and Union will review the qualifications and may deem the employee 'qualified' and exempt from participating in the NAIT program. The Company and Union may decide that such an employee will be required to challenge any or all of the NAIT module examinations to prove competency.
6. The following pay-for-knowledge premiums will be applied:
  - a. Completion of Module 1: \$0.25 per hour
  - b. Completion of Module 2: \$0.25 per hour
  - c. Completion of Module 4: \$0.50 per hour

Total: \$1.00 per hour
7. Current incumbents in the Department are encouraged but not required to complete the NAIT program. Should any existing incumbents complete any portion of the program, the corresponding premium(s) as outlined above will be paid.
8. The Cost of tuition, books and examination fees (except in the case of second attempts at exams as outlined in #3 above) will be pre-paid by the Company for employees in the Technical Department. Employees outside the Department who are interested in the NAIT program may apply for tuition reimbursement.
9. Employees enrolled in the NAIT program will be given the opportunity to partner with a staff member as a tutor provided the Company has adequate subject-matter experts employed at the division. The exact nature of the student-tutor relationship and any expectations will be negotiated between the student and potential tutor but generally, the role of the tutor will be to monitor employee progress and provide subject matter assistance as required.
10. To provide a concentrated period of study prior to module exams, employees enrolled in the program will be provided 10 full days of paid at-work study time per module, to be taken close to the respective examination date. The study time will be granted at a time mutually convenient to the employee and the Company. Normally it will not be possible to grant this study time to more

than one Technical Services employee at a time however, if relief is available, this limit may at the discretion of the Company be exceeded. If an employee fails on his or her first attempt at a module exam, he or she will not be entitled to any additional paid study time in preparation for a second attempt at the exam.

11. In the event of a mill downsizing, members exercising their mill seniority by bumping into the department will not be required to complete the NAIT Pulp and Paper Technician Certificate.

The terms of this agreement are limited strictly to the circumstances and are not intended to apply to other circumstances or situations in the bargaining unit.

Signed this 03 day of December, 2003.

Murray Jones  
Director, Technical Services & Utilities  
NorskeCanada – Powell River Division

Mike Verdiel  
President  
CEP Local 76

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**LETTER OF UNDERSTANDING  
BETWEEN  
COMMUNICATIONS, ENERGY AND PAPERWORKERS' UNION  
OF CANADA LOCAL 76 (THE UNION)  
AND  
NORSKECANADA, POWELL RIVER DIVISION (THE COMPANY)  
July 21, 2004**

**RE: UTILITIES DEPARTMENT POWER ENGINEERING  
QUALIFICATIONS**

Whereas currently there are too few third class power engineers and too many fourth class power engineers in the Steam Plant, and whereas currently only the bottom job in the Utilities Department (hereafter referred to as the "department") Line of Progression has a Fourth Class Power Engineering Certification prerequisite, it is agreed that as of the date of this letter:

1. To provide opportunity for employees posting into the department to acquire the firing time necessary to qualify for fourth class power engineering certification, the fourth class power

engineering entrance requirement for the entry-level position in the department will be eliminated (currently the Conveyorman position). If necessary, the duties of the entry-level position will be modified to provide firing time as defined by the Power Engineers and Boiler and Pressure Vessels Safety Act.

2. Employees posting into the department must within 18 months from the actual date of entry to the department, acquire a Fourth Class Power Engineering Certification (with some minor flexibility to accommodate government testing dates) or be removed from the department. To remain in the department, employees must demonstrate ongoing success in the program by meeting or exceeding the following timeline:
  - a. Fourth Class Part "A" examination must be complete no later than 9 months from the date of entry to the department
  - b. Fourth Class Part "B" examination must be complete no later than 18 months from the date of entry to the department
3. Employees will also be required within a maximum of 54 months from the date of entry to the department acquire a Third Class Power Engineering Certification, 36 months for those entering with a Fourth Class Power Engineering Certification (with some minor flexibility to accommodate government testing dates) or be removed from the department. To remain in the department, employees must demonstrate ongoing success in the program by meeting or exceeding the following timeline:
  - a. Third Class Part "A" examination must successfully be completed no later than 36 months (18 months if the employee enters the department with a Fourth Class) from the date of entry to the department
  - b. Third Class Part "B" examination must successfully be completed no later than 54 months (36 months if the employee enters the department with a Fourth Class) from the date of entry to the department
4. The existing department line-of-progression, has only one Fourth Class position, and as such can only effectively utilize four employees that have not advanced past Fourth Class Power Engineering Certification. If the number of employees in the department holding only Fourth Class Power Engineering Certification exceeds four when a vacancy in the department occurs, the vacancy will be filled by posting for a Third Class Power Engineer. The vacancy will be posted internally first (i.e.

only Local 76 employees will be eligible to apply) then externally if no internal employees are successful in the posting.

5. A \$1.20 per hour pay-for-knowledge premium will be paid to those employees in the department who have a Second Class Power Engineering Certification where only a Third Class Certification is required. This premium will be paid in addition to the existing \$.30 provision in Exhibit A of the Collective Agreement. Should a future departmental restructuring occur where Second Class Power Engineering Certification becomes a requirement for one or more bargaining unit positions in the department, the pay-for-knowledge premium will not apply to those positions.

Jordie Rheault  
Director, Maintenance & Engineering  
NorskeCanada, Powell River Division

Mike Verdiel  
President  
CEP Local 76

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## **Maintenance - Working Foreman or Leadhand**

### **- Job Description**

Employees filling these roles will be paid 7.5% above the highest card rate in the department.

The Working Foreman receives a premium rate in recognition of their role in ensuring the continuity of work in their area, while working under the direction of their Supervisor. The intent of this document is to provide a general scope of the duties with the understanding that department specific responsibilities may change. Any department specific responsibilities will be discussed with all parties prior to an incumbent accepting the position.

The following represents a general list of the roles and responsibilities of the Working Foreman or Leadhand position:

- 1) Co-chair morning tool box meetings with supervisor
- 2) Lead by example and walk the talk regarding safe work practices
- 3) Intervene if unsafe work practices are observed and bring to the attention of both the employee and the supervisor
- 4) Lead & provide active input into pre-job hazard analysis
- 5) Discuss safety issues with tradesmen and develop action plans for solution

- 6) Participate with incident investigations by sharing trade knowledge & helping to reach the root cause
- 7) Follow business processes as outlined by management group
- 8) Maintain a good working knowledge of Computerized Maintenance Management System (CMMS)
- 9) Train tradesmen in the proper use of the CMMS program
- 10) Maintain accurate maintenance records utilizing the CMMS program
- 11) Assist supervisor in developing schedules for planned work
- 12) Ensure work is being performed as per schedule and deal with break-in work so as to not impact the work schedule wherever possible
- 13) Ensure all work is being performed in a cost effective manner including co-ordination of other trades
- 14) Provide assistance to tradesmen in procuring materials for scheduled work
- 15) Assist planner with procurement of materials and developing timelines for tasks
- 16) Attend weekly planning meetings as required and provide assistance in setting priorities & timelines to ensure maximum efficiency from resources
- 17) Attend shutdown meetings as required and provide input into task timelines, planning to minimize conflicts, and ensuring maximum resource efficiency
- 18) Responsible to maintain his personal workspace in a clean and orderly fashion
- 19) Responsible for overall shop cleanliness and will lead clean-up activities
- 20) Responsible for maintaining shop tools & test equipment in good working order
- 21) Responsible to ensure all ISO test equipment is maintained to ISO specifications
- 22) Provide leadership implementing and maintaining the respectful workplace guidelines



- 23) May be required to attend early morning maintenance meetings on a daily basis, which will alter shift start and end times accordingly.
- 24) Communicate task progress and results to supervisors and operations group in a timely manner
- 25) Assist in the generation of reports e.g. equipment failure
- 26) Provide assistance on machine down days e.g. re-schedule of their hours to assist with start-up coverage
- 27) Look for continuous improvement opportunities
- 28) Inform supervisor of training requirements and assist with execution of same
- 29) Mentor fellow tradesmen and share knowledge to elevate the knowledge of all trades
- 30) Ensure work being performed meets mill standards for installation and workmanship
- 31) Must spend time on the tools and be prepared to assist in troubleshooting of problems
- 32) Take an active leadership role in emergency situations to ensure work is performed safely and in a timely manner
- 33) Actively participate in leadership courses as approved by Wage Delegates
- 34) Assigning duties and jobs to other employees
- 35) Identifying and obtaining resources required to complete work assignments
- 36) Monitoring and taking appropriate steps to ensure assignments are executed and completed as planned
- 37) Completing appropriate records to ensure the accurate payment of employees under their direction
- 38) Identifying and entering information necessary to identify costs, production data, ordering of parts and materials, etc.
- 39) Other duties as assigned



