

COLLECTIVE AGREEMENT

Between

Catalyst Paper
Port Alberni Division
(hereinafter referred to as the "Employer")



And



(Canadian Office and Professional Employees Union, Local 378)
(hereinafter referred to as the "Union")

May 1, 2017 to April 30, 2021

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PREAMBLE

It is recognized by this Agreement to be the duty of the Company, the Union and the employees to co-operate fully, individually and collectively. The Company and the Union agree to abide by the terms set out in this Agreement. The Union agrees that it will at all times, instruct its members and the Company agrees that it will at all times, instruct its supervisory staff to act in accordance with the terms contained in this Agreement.

It is also recognized that the Company, the Union and employees will continue to work together to improve productivity and competitive position.

The Company and Union subscribe to, and support, the principles of the *Human Rights Code* of B.C., and subsequent amendments.

ARTICLE 1 – RECOGNITION

- 1.01** The Employer recognizes the Union as the sole bargaining authority for all employees in its offices within the jurisdiction of the Canadian Office and Professional Employees Union Local 378, hereinafter referred to as “MoveUP”, and within the classifications as may from time to time be agreed to and established by the parties. It is expressly agreed that this agreement shall not apply to any elected or appointed officer, business agent or representative of the Employer.
- 1.02** The Union Label shall be made available to the Employer. The privilege of using the Union label shall be extended to the Employer as long as this Agreement remains in full force and effect and the Employer is fulfilling all of its terms and conditions. The Union label shall remain the sole property of the Union.

ARTICLE 2 – MANAGEMENT RIGHTS

All management rights heretofore exercised by the Company unless expressly limited by this Agreement, are reserved to and vested exclusively in the Company.

ARTICLE 3 – UNION SECURITY

- 3.01** Any employee hired on or after July 1, 1981, or any employee who is now a member in good standing or who becomes reinstated as a member of the Union, shall as a condition of employment, maintain membership in good standing in the Union throughout the term of this Agreement and without limiting the generality of the foregoing, all employees hired on or after July 1, 1981 during the term of this Agreement shall as a condition of employment become a member of the Union thirty (30) days after becoming employed by the Company.

3.02 Remittance of Deductions

All deductions made by the Employer pursuant to this Article shall be remitted to the

Union by the fifteenth (15th) day of the month following the date of deduction whenever possible but in no event will such remittance be later than the end of the month following the date of deduction. Such remittance shall be accompanied by information specifying the names of the employees from whose pay such deductions have been made and the purpose of the deduction and the amount in each case.

In addition to the above, the Employer will provide the Union with a complete listing of all the following for the period of time being reported:

- (i) New hires
- (ii) Terminations
- (iii) Promotions
- (iv) Demotions
- (v) Lateral transfers
- (vi) Salary revisions
- (vii) Employees on extended leave of absence

Such information shall be supplied by the Employer and in a form acceptable to the parties.

- 3.03** In order to provide an orderly and speedy procedure for settling of grievances, the Company acknowledges the right of the Union to appoint or elect up to three (3) Job Stewards; whose duties, in addition to their responsibilities and the requirements of their positions with the Company, shall be to assist any employee in the bargaining unit represented by Steward, in preparing and presenting their grievance in accordance with the grievance procedure.
- 3.04** The Union shall notify the Company in writing of the name and length of appointment of each of the Job Stewards, before the Company shall be required to recognize them.
- 3.05** The Company agrees that the Job Stewards shall be given reasonable freedom of action in investigating disputes at time periods mutually agreeable to the Company and Job Steward.
- 3.06** The Employer shall not contract out MoveUP work that would result in a down grouping or layoff/termination of any bargaining unit employee.

ARTICLE 4 – WORK SCHEDULE AND OVERTIME

- 4.01** The standard work day shall consist of 7 1/2 hours and the standard work week shall consist of 37 1/2 hours, Monday through Saturday. Each employee shall work five (5) days followed by Saturday and Sunday off duty or Sunday and Monday off duty.

Starting and finishing times of the standard work day shall be 8:00 a.m. to 4:30 p.m. respectively. However, certain employees may be required to observe other than the specific starting and finishing time.

In the event alternate traditional 5-day work week schedules are implemented elsewhere within Port Alberni Division, members of the Union will be given an opportunity to examine shift schedules with Management to determine the appropriateness of implementing trial alternate schedules (Departments and some positions are unique and

will have to be reviewed separately.) Following the trial(s), agreement from both Management and Union will be required if further trials or a permanent schedule is implemented.

- 4.02** A lunch period of one hour shall be provided and taken as close as possible to the middle of the working day.
- 4.03** Each employee shall receive two relief periods of fifteen (15) minutes each, one taken in the morning and one in the afternoon.
- 4.04** Overtime shall consist of work in excess of the standard work day, or the standard work week and work performed on a Sunday, a holiday or on a regular scheduled day off.
- 4.05** The rate of pay for each hour of overtime shall be one and one-half times the rate of pay for each hour of the standard work week or double the rate of pay for each hour of the standard work day.

Double time will be paid in the following circumstances:

- Hours over 10 ½ in a day.
- Hours over 7 ½ on a Sunday, Holiday or scheduled day off.
- Hours over 45 in a week excluding the hours worked in excess of 7 ½ hours in any one day, i.e. if employee worked 7 ½ hours each day for 7 consecutive days in a week, then all hours worked on the seventh day would be paid at double time.
- All hours worked on the following days:

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

N.B. For the period of May 1, 2017 through April 30, 2021, the payment of double time for overtime will be reduced to time and one-half for overtime.

- 4.06** Overtime shall be paid for no later than the pay day following the salary period in which the overtime was worked.
- 4.07** An employee required to work more than one (1) hour beyond the end of the standard work day shall be provided a hot meal at the usual time by and at the expense of the Company. If the employee continues to work, a meal which shall be hot if practicable shall be provided every four (4) hours thereafter.

- 4.08** An employee called to work after their scheduled hours in the day and after having left the Company's premises, shall be paid a minimum of four (4) hours' pay at straight time or the overtime rate for the hours worked, whichever is greater. An employee called to work on a day off duty (including Sundays and holidays) shall be paid a minimum of four (4) hours at straight time or the overtime rate for the hours worked, whichever is greater.
- 4.09** In the event that an employee is called in to work on a vacation day, the employee will be permitted to re-schedule said day at a time mutually agreed upon by the employee and their supervisor.
- 4.10** A shift differential of two dollars and fifty cents (\$2.50) per shift will be paid for all full shifts worked outside the recognized day hours.

ARTICLE 5 – LEAVE OF ABSENCE

- 5.01** Employees will be granted reasonable leave of absence without pay during the term of this Agreement for the purpose of Union Business. The Company must be notified in writing one week in advance of the request for leave.
- 5.02** An employee on leave of absence for Union Business will continue to accrue seniority in the bargaining unit for periods of up to six (6) months.
- 5.03 Parental Leave**

Leave of absence without pay in cases of maternity and parental leave shall be granted in accordance with the Employment Standards Act, and subsequent amendments.

- a) A regular employee shall be eligible for up to thirty-five (35) consecutive weeks parental leave, in the case of a birth mother, and thirty-seven (37) consecutive weeks in the case of a birth father, to be taken in accordance with the provisions of the Employment Standards Act.
- b) A request for parental leave must be submitted, in writing, at least four (4) weeks before the day specified in the request as the day on which the employee proposes to commence parental/adoption leave. Such request must be accompanied by a certificate of a medical practitioner or other evidence stating the date of birth of the child; or the probable date of birth of the child (if a certificate has not been provided in conjunction with a request for maternity leave); or
- c) Parental leave shall commence:
- (i) In the case of a natural mother, immediately following the end of the maternity leave.
- (ii) In the case of a natural father, following the birth of the child; and within the seventy-eight (78) week period after the birth date of the new born child.
- d) An employee shall be entitled to extend the parental leave by up to an additional five (5) weeks, without pay, where it is certified by a medical practitioner that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition.

- e) In the case of the natural mother, this leave must be taken immediately following the end of the maternity leave. In no case will the combined maternity and parental leave exceed seventy-eight (78) weeks unless authorized by a medical practitioner.
 - f) In the case of the natural father, this leave must be taken within the seventy-eight (78) week period immediately following the birth of the child. In order to be eligible for such leave, the employee shall be required to furnish to the Company proof of the child's birth.
 - g) Upon return to work the employee will be reinstated in their former position and receive the same wage rate and benefits as received prior to the leave, including any wage increases and improvements to benefits to which the employee would have been entitled had the leave not been taken.
 - h) If the employee elects to continue to pay his/her share of the premium cost of the benefit plans then the company will continue to pay the Employer's portion of the benefit premiums while he/she is on leave.
- 5.04** Any employee summoned to Jury Duty or subpoenaed as a witness, on a day on which they would normally have worked, will be reimbursed by the Company for the difference between the amount received for such duty and the amount they would have earned had they worked on such days. Employees will furnish the Employer with such statement of earnings as may be supplied.
- 5.05** An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo the medical or non-medical procedure(s) related to a physical and/or emotional change from one gender to another shall be granted a leave of absence without loss of service or seniority and will be eligible for sickness and accident coverage while absent.

ARTICLE 6 – SENIORITY

- 6.01** An employee shall be considered on probation for a period of sixty (60) days from the last date of hiring.
- 6.02** During the term of the 60-day probationary period a probationary employee shall be entitled to all rights and privileges of this agreement. After the completion of the probationary period their seniority shall be effective as of the original date of employment. Part-time seniority shall be based on one day seniority for each day or portion of a day worked.
- 6.03** Seniority shall be applied and administered within the bargaining unit on an office-wide basis.
- 6.04** When the Company fills bargaining unit job vacancies or newly created bargaining unit positions, it will do so from within the bargaining unit provided employees making application have the necessary qualifications to satisfactorily perform the job. The Company will provide on-the-job training as required during the trial period.

6.05 Promotions shall be on the basis of ability, qualifications and seniority. If two or more employees have the same relative qualifications the employee with the greatest seniority shall be selected.

6.06

(a) An employee promoted to a higher rated position shall be on trial for the first thirty, (30) days. If during the first thirty, (30) days the employee is considered to be unsuitable for the position, or if the employee considers the position unsuitable for them, they shall be returned to their former position or one of equal rank.

(b) Any employee transferring to a position of equal rank or lower will have the option of considering the position unsuitable for him/her within a pre-determined time limit to be set by the Company after consultation with the Standing Committee. If during that time period the employee is considered to be unsuitable for the position, or if the employee considers the positions unsuitable, they shall be returned to their former position, at the former rate of pay.

6.07 Seniority shall mean length of continuous service, with the Company and its predecessors as an employee in the bargaining unit, and credit shall be given for all continuous service prior to certification, in positions included in the bargaining unit at the time of certification.

6.08 Except as provided in 6.09 following, an employee who leaves the bargaining unit and subsequently returns, will be considered as a new employee from the date of re-entering the unit for the purpose of determining seniority credit.

6.09 An employee, who, at the request of the Company, temporarily leaves the bargaining unit for a period of less than three (3) months to fill a Company position outside the scope of the bargaining unit, shall be credited with accumulative seniority, on returning to the bargaining unit. If the temporary leave referred to herein exceeds a period of three (3) months, the employee shall be credited with a maximum of three (3) months of that temporary leave.

6.10 Seniority will accrue to periods not exceeding three (3) calendar months for those employees on approved Leave of Absence without pay. Employees on Union Leave or Maternity Leave will accrue seniority as outlined in Article 5.

6.11 No seniority shall accrue for short terms of temporary work except that temporary employees who attain regular status shall have seniority credited from date of entry as an employee of the Company on a continuous basis.

6.12 Seniority lists will be made available by the Company at such times as may be required for the administration of this Agreement but not exceeding twice per 12-month period.

ARTICLE 7 – LAYOFF

7.01 If a reduction in staff is necessary the Union shall be consulted by the Company and privileged to present recommendations which will be considered by the Company prior to a decision by the Company. In cases where time does not permit such prior consultation

the Company will take temporary action only until the recommendations of the Union can be considered.

7.02 In the event of a reduction in staff, the most junior employee shall be laid off first and the most senior employee last.

7.03

- a) An employee affected by a layoff, reduction of staff or position elimination shall have the option of displacing an employee with less seniority in the same or lower salary group provided they have the qualifications required to perform the job.
- b) If no same or lower salary group position exists the employee shall be allowed to displace any employee with less seniority in the next higher group available.
- c) The displaced employee shall follow the process established above in displacing employees with less seniority than them.
- d) An employee so affected shall be on a trial period for the first thirty (30) days. If during the first thirty (30) days the employee is considered to be unsuitable for the position, or if the employee considers the position unsuitable for them, they shall be allowed to displace another employee with less seniority in the same or lower salary group than the position they originally had, provided such position exists. The trial basis may be extended by mutual agreement between the parties.
- e) The Company will provide on-the-job or special training as required during the trial period.

7.04

- a) For permanent loss of employment, notice of layoff shall be given an employee, other than a probationary employee, or employees hired for work of known temporary durations, two weeks before they are scheduled to be laid off. Where an employee is laid off due to a Company decision to permanently eliminate a position then that employee may elect to terminate and not be eligible for recall as described in 6.11 of this agreement. If the employee makes such election within thirty (30) days of the date the elimination is deemed permanent then the employee will receive severance pay on the following basis:

<u>Years of Employment</u>	<u>Severance Allowance weeks/year</u>
<u>1st ten years</u>	<u>2 weeks</u>
<u>Subsequent years</u>	<u>1 week</u>
<u>Maximum Severance Allowance</u>	<u>52 weeks</u>

For employees with a minimum of one (1) year employment during their last period of continuous service, severance allowance shall not be less than four (4) weeks pay. The employee may elect to defer receipt of this payment for up to 12 months.

- b) No employee shall be eligible for severance payment under both Article 10 (Technological Change) and Article 6 (Seniority).

- c) Where a temporary curtailment of mill operation is planned the Company will endeavor to give the Union as much notice as possible.
- d) Enhancements in Severance Allowance achieved by the CEP (Unifor) through collective bargaining will be incorporated into this agreement.

7.05

- a) An employee who is laid off shall be subject to recall in order to seniority, subject to their qualifications to fill the available position, but shall have no rights as an employee under this agreement save the right of recall in order of seniority and welfare and benefit coverage in accordance with 6.11 (b). Employees shall retain their seniority for one year from the date of layoff, plus one additional month for each year of continuous service up to an additional 12 months. Employees who are on the recall list and are called back for temporary work assignments shall have their recall rights extended by one (1) day for every one (1) day or part thereof worked.
- b) The following Company-paid benefit plans will remain in effect for employees with one (1) or more years seniority for six (6) months and for employees with more than four (4) months but less than one (1) year's seniority for three (3) months while on layoff:
 - (i) Group Life Insurance Plan
 - (ii) Provincial Health Plans and Extended Health Benefit Plan
 - (iii) Dental Care Plan

7.06 Any notice of recall to an employee other than a probationary employee who has been laid off shall be made by registered mail to the last known address of the employee. The employee must respond to the recall notice within 7 days of issuance or lose all right of seniority. Bona fide reasons for failure to report shall not deprive an employee of their recall rights.

ARTICLE 8 – SALARIES

- 8.01** The salary schedules to be in effect for the period May 1, 2017 until April 30, 2021 inclusive, shall be as set out in Appendix 'A'.
- 8.02** When a new position is created or an existing one changed, the Company will make a temporary evaluation and will advise the Union in writing of the rank of the position. In the event of a disagreement between the Union and the Company with regard to the ranking of the position, the matter shall be dealt with as provided in the Grievance Procedure, Article 13 of this Agreement.
- 8.03** Step rate changes shall be effective on the first or 16th of the month, whichever date is closest to the employee's job anniversary date. Rate changes on promotion will be effective the date of promotion, provided the employee successfully completes the 30-day trial period.

ARTICLE 9 – POSITION POSTING, UPGRADING, & TEMPORARY POSITIONS

9.01 – Technical

New positions and positions becoming vacant within the Technical section of the bargaining unit shall be filled pursuant to the Line of Progression Agreement and the bottom position will be posted for a minimum of three (3) working days with a copy to the Union. The job posting shall outline job title, group classification and necessary qualifications.

9.02 – Technical

A technical position if upgraded will be placed in the Line of Progression and will be filled according to the Line of Progression Agreement and if a vacancy results, the bottom job will be posted for a minimum of three (3) working days with a copy to the Union. The posting shall outline job title, group classification and necessary qualifications.

9.03 – Temporary Postings

- (a) Positions designated by the Company as temporary and vacancies occurring due to illness, injury, maternity leave or other authorized leaves of absences will be filled by employees hired on a temporary basis. An employee hired on a temporary basis shall be entitled to all the rights and privileges of this agreement.
- (b) Positions designated by the Company as temporary positions shall not exceed three (3) months duration. Should the Company require an extension for a temporary position it will consult with the Union. The temporary position may continue as is for a period mutually agreed to or it shall become vacant and posted.
- (c) Temporary positions created as a result of vacancies due to illness, injury, maternity leave or other authorized leaves of absences shall be filled on a temporary basis for the duration of the vacancy or for two (2) years, whichever is shorter. Should the vacancy remain for more than one year it shall become vacant and posted.
- (d) A regular full time or part time employee who has been displaced from their position due to 8.04 (c) shall:
 - (1) Be returned to the same position they held prior to the leave provided they have more seniority than the incumbent or be entitled to review all postings circulated in the twelve (12) months preceding their return to work and choose to bump into one of these positions provided they have more seniority than the incumbent.
 - (2) If their former position has been eliminated prior to their return to work, be entitled to bump into a position in the same or lower salary group and their salary and benefits shall be in accordance with Appendix A.
 - (3) Be entitled to choose to fill a vacant position in a lower salary group and their salary will be that of the position they fill.

- (e) Prior to temporary positions being filled, the Union Standing Committee shall be consulted and privileged to present recommendations which will be considered by the Company.

ARTICLE 10 – DEFINITION OF EMPLOYEES

10.01 – Probationary Employee

All new employees except temporary employees will be considered probationary for ninety (90) calendar days, or until he/she has accumulated sixty (60) working days in a one hundred and eighty (180) calendar day period. After sixty (60) days employment, an employee will become regular. Temporary employees transferred to, or attaining regular status, shall have their temporary period of employment included in their probationary period.

No person will be considered a probationary employee more than once without the mutual agreement of the Company and the Union.

10.02 – Full Time Regular

An employee hired to work on a full-time basis in a regular continuing position.

10.03 – Part-Time Regular

An employee hired to work regular hours or days on a continuing basis but who works less than the normal working hours in a month.

10.04 - Temporary

An employee hired for a specified period not exceeding four (4) months duration. A temporary employee attaining regular status will have rights under this Agreement which is based on length of service or seniority dated from the start of continuous employment.

ARTICLE 11 – LEAVES OF ABSENCE

11.01 Annual Vacation Entitlements

Regular Full-Time Employees are entitled to vacation as follows:

Employees with less than one (1) year service: One and a half (1 ½) days of vacation per completed months of service to a maximum of 15 working days.

One (1) year up to six (6) years of service: 3 weeks (15 working days)

Seven (7) years up to fourteen (14) years of service: 4 weeks (20 working days)

Fifteen (15) or more years of service: 5 weeks (25 working days)

Part Time Regular employees will have their annual vacation entitlement pro-rated based on time worked.

Full Time Temporary employees will be granted annual vacation as per the Employment Standards Act.

Vacation Pay Upon Termination

Upon termination, an employee shall be paid the balance of his/her vacation not taken during the current year, as established on April 30th of the preceding year, plus a percentage of his/her earnings for the current year as follows:

<u>Years of Service</u>	<u>% of Earnings on May 1 of the current year up to termination date</u>
<u>1 to 6 years</u>	<u>6%</u>
<u>7 years but less than 14</u>	<u>8%</u>
<u>15 years to 23 years</u>	<u>10%</u>
<u>24 years or more</u>	<u>10%</u>

11.02 Senior employees shall be given preference in the selection of vacation periods when the list is up. Any employee not declaring their desire for vacation dates during this period shall have deemed to have waived their seniority privileges and will have to accept whatever dates are available when the list is down.

11.03 Supplemental Vacation

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

<u>After five (5) years</u>	<u>One (1) week</u>
<u>After ten (10) years</u>	<u>Two (2) weeks</u>
<u>After fifteen (15) years</u>	<u>Two (2) weeks</u>
<u>After twenty (20) years</u>	<u>Three (3) weeks</u>
<u>After twenty-five (25) years</u>	<u>Three (3) weeks</u>
<u>After thirty (30) years</u>	<u>Four (4) weeks</u>
<u>After thirty-five (35) years</u>	<u>Four (4) weeks</u>
<u>After forty (40) years</u>	<u>Five (5) weeks</u>

The Supplementary Vacation must be taken during the period earned, that is, taken prior to becoming eligible for his/her next earned period of Supplementary Vacation.

One (1) week Supplementary Vacation shall be equal to thirty-seven and a half (37.5) hours at straight time rates at the employee's regular job.

In determining eligibility for Supplementary Vacation, an employee's service shall be calculated from date of hire with the Company.

Employees may take Supplementary Vacation in one (1) week blocks or may separate them and take in daily allotments.

At retirement or upon termination from the Company, an employee who has completed five (5) or more years of service shall be entitled to that portion of Supplementary Vacation pay proportionate to the number of years of service completed subsequent to his/her last five-year entitlement period.

Any existing employee who is between entitlement years for supplemental vacation entitlement will have the appropriate supplement placed into their vacation entitlement at ratification.

11.04 Statutory Holidays

The Company will provide all regular full-time employees with thirteen (13) Statutory Holidays in each calendar year as follows:

- | | |
|--------------------------|----------------------------|
| 1. <u>New Year's Day</u> | 8. <u>Labour Day</u> |
| 2. <u>Family Day</u> | 9. <u>Thanksgiving Day</u> |
| 3. <u>Good Friday</u> | 10. <u>Remembrance Day</u> |
| 4. <u>Easter Monday</u> | 11. <u>Christmas Eve</u> |
| 5. <u>Victoria Day</u> | 12. <u>Christmas Day</u> |
| 6. <u>Canada Day</u> | 13. <u>Boxing Day</u> |
| 7. <u>BC Day</u> | |

If a statutory Holiday occurs during an employee's vacation period, the employee shall be eligible for an additional day off with pay. An employee on sick leave during a Statutory Holiday will not be eligible for a supplementary day off.

ARTICLE 12 – DISCIPLINE

12.01 Just Cause

The Employer shall not discipline or discharge an employee except for just cause. The Employer will provide the employee with a statement clearly establishing the reasons for discipline or discharge with a copy to the Union at the time of the discipline or discharge imposed.

12.02 Union Representation

An employee who is subject to discipline, discharge or termination must have at least one Union Representative present at all times to act on his/her behalf. The employee shall be advised of this right prior to proceeding with the disciplinary meeting.

12.03 Disciplinary Action

The disciplinary records of an employee, including letters of reprimand or warnings, shall not be used against them at any time after twelve (12) months.

An employee who has been given a written reprimand may, after two (2) years without further discipline on their personnel file, request a review of their file to have the reprimand removed. However, the final decision to remove the written reprimand remains with Management.

In cases involving suspension, the disciplinary notice will remain on the employee's file for twenty-four (24) months and not used after that period provided no other discipline has occurred during this time.

The presence of a Union Shop Steward is mandatory at any meeting during which the employee is disciplined.

ARTICLE 13 – DISCHARGE AND TERMINATION

13.01 The Employer shall not discipline or discharge an employee except for just cause. The Employer will provide the employee with a statement clearly establishing the reasons for discharge with a copy to the Union at the time of discharge. The Employer shall provide the employee and the Union with a statement clearly establishing the reasons for any other discipline.

13.02 Union Representation

An employee who is subject to discipline, discharge or termination must have at least one Union Representative present at all times to act on his/her behalf. The employee shall be advised of this right prior to proceeding with the disciplinary meeting.

13.03 An employee will provide the Employer with a minimum two (2) weeks' notice in the event of a voluntary resignation from employment.

ARTICLE 14 - GRIEVANCE PROCEDURE

14.01 All differences between the Company and the Union or between the Company and an employee or employees bound by this Agreement, concerning its interpretation, operation or alleged violation thereof, shall be settled in accordance with the following procedure. If the employee has a complaint against the Company, it should be referred to as a grievance and the procedure for settlement shall commence at Step 1. Grievances other than those involving employees may be initiated by Step 2 by either party.

Step 1

The employee involved shall first take up the grievance with the supervisor directly in charge of the work within five (5) working days of the happening of events giving rise to the grievance. The employee may be accompanied by a job steward.

Step 2

If the grievance is not satisfactorily settled at Step 1, the employee may within five (5) working days, submit the grievance in writing to the Standing Committee.

Step 3

If a satisfactory settlement is not reached at Step 2, the grievance shall be referred within five (5) working days to the Chief Officer of the Union and Mill Manager of the Company. Failing settlement within a further ten (10) working days of receipt of notice, the dispute may be referred to arbitration as set forth in Article 15.

- 14.02** If a grievance has not advanced to the next stage under Steps 1, 2, or 3, within the time provided, then the grievance shall be deemed to be abandoned, and all rights of recourse to the grievance procedure in respect of that complaint shall be at an end.
- 14.03** The time limits set forth in this Article may be extended by mutual consent between the Union and the Company.

ARTICLE 15 – ARBITRATION

- 15.01** Within ten (10) days of completion of the procedure described in Article 14, either party may notify the other in writing of its intention to proceed to arbitrate a matter remaining in dispute. The parties will then forthwith endeavor to agree upon the selection of a single arbitrator to hear the dispute. If unable to agree upon the selection of an Arbitrator, they will within thirty (30) days apply to have an Arbitrator appointed under the provisions of the Labour Relations Code of British Columbia. The Arbitrator shall have jurisdiction to determine whether a grievance is arbitrable but shall have no jurisdiction to alter the terms of this Agreement.
- 15.02** The Arbitrator shall hear the dispute within thirty (30) days of their appointment and shall hand down a final and binding decision within a further fifteen (15) days.
- 15.03** The parties agree that each will pay one-half of the fees and expenses of the Arbitrator.

ARTICLE 16 – TECHNOLOGICAL CHANGES

- 16.01** The Company will provide the Union with at least 180 days' notice of intention to introduce automation, mechanization or equipment changes which might result in displacement or reduction of personnel or in changes of job classifications.

It is the intention to provide the individual affected with not less than 30 days' notice prior to implementation of said change.

- 16.02** Wherever practical, employees who become redundant due to such technological change will be offered alternative employment and appropriate training opportunities without loss of pay for such period of retraining.
- 16.03** In cases where a job has been eliminated through Technological Change the incumbent shall elect:
- (a) To displace an employee with less seniority in the same salary group or lower salary group provided they have the ability and qualifications required to perform the job. Employees who are displaced from their jobs as a result of such bump-back procedure may themselves displace less senior employees in the same or lower classifications providing they have the ability and qualifications required to perform the job.
 - (b) To be placed on the recall list in accordance with Article 6, 6.11.
 - (c) Termination of employment as described in Section 4 of this Article.

16.04 Where an employee who has more than three (3) months service elects to terminate and not be eligible for recall as described in Section 3, they will receive severance pay on the following basis:

Years of Employment	Severance Allowance weeks/year
1 st ten years	2 weeks
Subsequent years	1 week
Maximum Severance Allowance	<u>52</u> weeks

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

The employee will have the option of taking severance pay at the time of termination or within twelve months of termination.

Enhancements in Severance Allowance achieved by the Unifor through collective bargaining will be incorporated into this agreement.

16.05 In the event that work regularly performed by employees within the bargaining unit of the Union is removed from the plant and consolidated at Vancouver, the Company agrees that the provisions which apply to technological change will apply to employees affected, whether or not a technological change has occurred.

ARTICLE 17 – NOTICES

For the purposes of this Agreement, any notice or other communication addressed by one party to the other at the address shown at the head of this Agreement and sent through Canada Post shall be presumed unless the contrary is proved, to have been received by the addressee in the ordinary course of mail.

ARTICLE 18 – STRIKES AND LOCKOUTS

There shall be no strike, slowdown or lockout during the term of this Agreement.

ARTICLE 19 – DURATION OF AGREEMENT

This Agreement shall be effective from May 1, 2017 to and including April 30, 2021 and shall automatically be renewed from year to year thereafter unless either party serves upon the other hereto notice in writing of the desire to terminate the Agreement at least sixty (60) days and not more than ninety (90) days prior to the date of expiration of the Agreement. The parties agree that the operation of Section 50 (2) and (3) of the Labour Relations Code of British Columbia is hereby excluded.

Catalyst Paper
Port Alberni Division

MoveUP

(original signed)

(original signed)

Richard Demchuk
Director, Canadian Labour Relations

Alicia Gallo
Union Representative

E&OE
AG:sh usw2009

APPENDIX A - SALARY

Salary Schedule

GROUP 9	Step 1 Date of Hire	Step 2 3 months	Step 3 12 months	Step 4 24 months	Step 5 36 months	Step 6 48 months
<u>May 1, 2017 – April 30, 2018:</u>	<u>\$60,461.68</u>	<u>\$63,015.98</u>	<u>\$66,131.98</u>	<u>\$69,426.33</u>	<u>\$71,145.25</u>	<u>\$75,033.08</u>
<u>May 1, 2018 – April 30, 2019:</u>	<u>\$61,973.22</u>	<u>\$64,591.38</u>	<u>\$67,785.28</u>	<u>\$71,161.99</u>	<u>\$72,923.88</u>	<u>\$76,908.91</u>
<u>May 1, 2019 – April 30, 2020:</u>	<u>\$63,522.55</u>	<u>\$66,206.16</u>	<u>\$69,479.92</u>	<u>\$72,941.04</u>	<u>\$74,746.98</u>	<u>\$78,831.63</u>
<u>May 1, 2020 – April 30, 2021:</u>	<u>\$65,110.62</u>	<u>\$67,861.32</u>	<u>\$71,216.91</u>	<u>\$74,764.56</u>	<u>\$76,615.65</u>	<u>\$80,802.42</u>

<u>Wage Increases:</u>	<u>Effective May 1, 2017:</u>	<u>2.5%</u>
	<u>Effective May 1, 2018:</u>	<u>2.5%</u>
	<u>Effective May 1, 2019:</u>	<u>2.5%</u>
	<u>Effective May 1, 2020:</u>	<u>2.5%</u>

Salary Schedule – Technical Department

The following positions are included in this Section:

- Process Technician
- Environmental Technician

It is the practice within the Technical Department to assign tasks based on skills, ability and employee availability. To recognize the non-boundaries between the various jobs within the technical department and further create an environment of cooperation and skill enhancement opportunities throughout the department, the following salary policy shall apply:

For the 2 position Technical Department, a new employee will enter the salary schedule at Group 9, Step one.

As per Letter of Understanding – Line of Progression, Technical – vacancies within this department will be filled from within the Line of Progression.

Classification of Positions

Position Group	Position Title	Department
9	Environmental Technician	Technical
9	Process Technician	Technical

N.B. In the event that another employee is hired into the Union, the previous Salary/grade structure will be referenced to determine salary.

Rates on Promotions

An employee who is promoted to a higher position group shall receive the greater of: the minimum rate of the higher group, or an increase of 5% in their salary, adjusted, if it falls

between steps, to the higher of these two steps in the new position group, or if it falls beyond the highest step, to the highest step in the position group. The new rate will be paid effective the date of promotion, provided the employee successfully completes the thirty (30) day trial period.

Employees shall progress automatically up the salary range for their job groupings in accordance with the required service on the job. However, if an employee is placed on a length of service step higher than the minimum required by their service, i.e. on being hired or by promotion, they shall progress up the salary range thereafter as though they had the required service on the job.

Rates on Transfers

An employee transferred from one position to another within the same position group shall receive the same salary as paid in the former position.

Rates on Setbacks

An employee who is set back to a lower position because of a reduction of staff will maintain their existing rate of pay until such time as the rate of pay for the lower position equals the rate the employee was receiving at the time of the set back. Negotiated increases will not be passed on to the employee until the rate of the new position exceeds their rate at the time of the set back.

Rates on Demotions

An employee who is demoted to a lower position for reasons other than a reduction of staff shall receive the rate appropriate to the lower position group.

Rates on Reinstatements

An employee who is recalled to work and reinstated shall be paid the rate within the range currently prevailing in that group appropriate to the employee's service in that group.

Rates on Relief

An employee assigned to a higher position group within the bargaining unit on a temporary basis will receive a higher rate from the first day of such assignment if the employee is providing the necessary relief coverage. The higher rate will be the greater of the minimum rate of the higher position group or an increase of 5% per group adjusted if it falls between steps to the higher of these two steps in the higher position group, or if it falls beyond the highest step, to the highest step in the new position group.

It is understood that the higher rate will not apply for any period of training or re-training.

**LETTER OF UNDERSTANDING
LINE OF PROGRESSION, TECHNICAL**

BETWEEN:

Catalyst Paper
Port Alberni Division
Stamp Avenue, Port Alberni, B.C.
(Hereinafter referred to as the “Company”)

AND:

Canadian Office and Professional Employees Union
Local 378
4595 Canada Way
Burnaby B C V5G 1J9
(Hereinafter referred to as the “Union”)

The parties agree that a Line of Progression exists in the Technical Department.

Vacancies will be filled from within the Line of Progression. For the purposes of posting, the entry job into the Department will be the only job posted.

The Department will continue to relieve per current practice.

Office & Technical Employees
Union, Local 378
Barry Hodson
April 12, 2000

Catalyst Paper
Port Alberni Div.
Kathy Gomez
April 12, 2000