

MEMORANDUM OF AGREEMENT

BETWEEN:

Catalyst Paper

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND:

**MoveUP, Local 378 of the Canadian Office
and Professional Employees Union**

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

WHEREAS:

- A. The Parties are bound to a Collective Agreement effective from May 1, 2017 through April 30, 2021 (the "Collective Agreement").
- B. The Parties have engaged in collective bargaining to reach an agreement to renew the Collective Agreement.

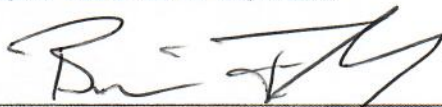
THEREFORE:

1. The Parties agree that the Collective Agreement is renewed for a term of four (4) years from May 1, 2021 to April 30, 2025 with the changes set out in the Memorandum of Agreement subject to the following conditions.
2. The Parties agree that this Memorandum of Agreement is subject to ratification by the Parties' respective principals.
3. The Parties agree to recommend this Memorandum of Agreement, without reservation, to their respective principals.
4. The changes to the Collective Agreement contained in this Memorandum of Agreement will be effective from May 1, 2021 unless specifically stated otherwise.

5. All items not addressed herein will be considered withdrawn on a without prejudice basis.
6. Any amendment to this Memorandum of Agreement must be confirmed in writing by both Parties.
7. The Parties agree that this Memorandum of Agreement is, to this date, the entire agreement between the Parties with respect to collective bargaining for the renewal of a Collective Agreement.
8. If this Memorandum is ratified, the Union agrees to provide the Employer with a draft copy of the resultant Collective Agreement both in "hard-copy" and digital form within thirty (30) calendar days of the date of completion of the ratification vote and the Employer shall thereafter have fifteen (15) calendar days within which to respond to the draft Collective Agreement provided by the Union. The Parties agree the objective will be to have a finalized Collective Agreement within sixty (60) calendar days of the date of completion of the ratification vote.

Signed at Burnaby, B.C. and Port Alberni, B.C. this 12th day of December, 2023

FOR THE EMPLOYER



Brian Fleury



Alecia Sperger

FOR THE UNION



Daniel Storms, Union Representative



Kai Theus, Bargaining Committee

APPENDIX "A"

Attach all sign off as Appendix A



(Canadian Office and Professional Employees Union, Local 378)

**CATALYST PAPER
PROPOSALS 2022
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: Dec 12/23	Time:
UP	Article 2	ADD Article 2 Management Rights Revised per ER comments on removing reference to legislation.	

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.

Such rights shall be exercised in a fair and reasonable manner consistent with this Collective Agreement and its intent.

E&OE
Signed off this 12th day of December 2023

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

CATALYST PAPER
PROPOSALS 2022
Union Proposals (UP Item)

Union		Date:	Time:
Number	Affected Article/MOU	Dec 12/23	
UP	4.05	<i>Amend:</i> update holiday list for overtime It is understood the National Day of Truth and Reconciliation is a statutory holiday for the purposes of Article 4.05.	

Article 4 (rest of article unchanged)

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.
Family Day	24 hours 8:00 a.m. Monday to 8:00 a.m. Tuesday.
Easter Monday	24 hours 8:00 a.m. Monday to 8:00 a.m. Tuesday.
Canada Day	24 hours 8:00 a.m. July 1 to 8:00 a.m. July 2.
BC Day	24 hours 8:00 a.m. Monday to 8:00 a.m. Tuesday.
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.~~

E&OE

Signed off this

12th

day of

December

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For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

CATALYST PAPER PROPOSALS
2022
Union Proposals (UP Item)

Union Number	Affected Article/MOU	Date:	Time:
UP #	6.10	December 12/23	
		<i>Amend</i> Revised per ER comments for clarity. Now included are any leave granted per <i>Employment Standards Act</i> where such leaves are deemed as continuous employment.	

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.~~

However, employees shall accrue full seniority on the following leaves per Article 5 (Leave of Absence):

- a) Union Leave
- b) any other leaves granted per Part 6 of the *Employment Standards Act*

E&OE
Signed off this 12th day of December 2023

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

CATALYST PAPER
PROPOSALS 2022
Union Proposals (UP Item)

Union Number	Affected Article/MOU	Date:	Time:
UP	11 Title 11.01 11.04	Dec. 12/23	
		Amend: Title and addition of lettered sub-paragraphs Add: Vacation Pay applies to overtime and this issue was resolved via recent grievance so it should now be included in the article. Increase to pay on termination for employees in excess of 24 years Ability to purchase additional time off with cost spread out through year – request will not be unreasonably denied. ER stated it does not want to have NDTR included but it is a required statutory holiday in all collective agreements and existing holidays cannot be reduced to have it included. It is understood it is a statutory holiday.	

ARTICLE 11 – ~~LEAVES OF ABSENCE~~ ANNUAL VACATION AND STATUTORY HOLIDAYS

11.01

a) 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 1/2) 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)

E&OE

Signed off this

12th

day of

December

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For the Union

For the Employer

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 shall be paid on all overtime.

b) 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:

Years of Service	% of Earnings on May 1 of the current year up to termination date
1 to 6 years	6%
7 years but less than 14	8%
15 years to 23 years	10%
24 years or more	<u>12</u> 10 %

11.04 Statutory Holidays

The Company will provide all regular full-time employees with thirteen (13) fourteen (14) Holidays in each calendar year as follows:

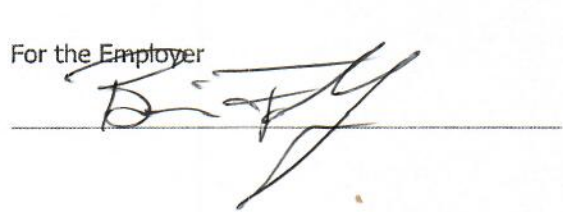
1. New Year's Day
2. Family Day
3. Good Friday
4. Easter Monday
5. Victoria Day
6. Canada Day
7. BC Day
8. Labour Day
9. Thanksgiving Day
10. Remembrance Day
11. Christmas Eve
12. Christmas Day
13. Boxing Day

and any other day that may be stated a legal holiday by the Provincial and/or Federal Government.

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.

E&OE
Signed off this 12th day of December 2023

For the Union


For the Employer




(Canadian Office and Professional Employees Union, Local 378)

CATALYST PAPER
PROPOSALS 2022
Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
		Dec 12/23	
UP	Article 12	<i>AMEND</i> Article 12 Right of Representation Revised per ER comments and added language about members who wanted to decline Union involvement.	

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.

~~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.~~

12.02 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.~~

- a. A representative(s) of the Union shall attend a meeting between an employee and a representative of the employer if:
 - i. the meeting is or may become discipline related, or
 - ii. the employee, the union or the employer has reason to believe a representative(s) of the union should be present at meetings related but not limited to:
 - a. conduct or competency concerns;
 - b. attendance;
 - c. medical fitness or medical accommodation; or
 - d. any other matter pertaining to the employee's terms and conditions of employment.
- b. When such meetings are held, the representative(s) of the Union shall be released from duties without loss of pay.

E&OE
Signed off this 12th day of December 2023

For the Union

For the Employer

- c. Any meeting between an employee and a representative of the employer, the employee or the employer representative shall have the right to suspend the meeting until a representative(s) of the Union is present per Article 12.02.a.
- d. If an employee, does not want Union representation for a meeting regarding medical fitness or medical accommodation per Article 12.2.a.ii.c, the Employer and the Union shall discuss the request and the Union shall not unreasonably deny the employee's request.

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, ~~elect 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.

An employee who has been given a disciplinary notice may, after two (2) years without further discipline on their personnel file, elect to have the reprimand removed.

The presence of a ~~Union Shop Steward~~ representative(s) of the Union is mandatory at any meeting during which the employee is disciplined per Article 12.02.a.

E&OE
 Signed off this 12th day of December 2023

For the Union [Signature] For the Employer [Signature]



(Canadian Office and Professional Employees Union, Local 378)

CATALYST PAPER PROPOSALS 2022 Union Proposals (UP Item)

Union		Date:	Time:
Number	Affected Article/MOU	Dec 12/23	
UP	13.01; 13.03	AMEND- Article 13 Discharge and Termination Revised per ER comments Dec 12 2023	

~~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.~~

13.01 Employee Investigation

Where an employee is under investigation by the Employer for any cause, the employee and the Union shall be advised in writing of that fact and of the particulars of any allegations immediately, unless substantial grounds exist for concluding that such notification would prejudice the investigation, and, in any event, shall be notified of those matters at the earliest reasonable time and before any action is taken by the Employer. The employee shall be advised that a designated representative of the Union must be present at any meeting in connection with such investigation.

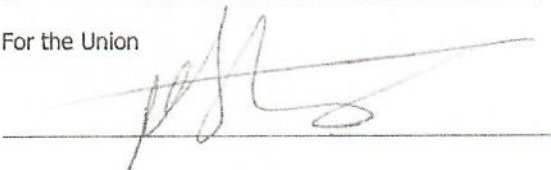
13.02 Union Representation

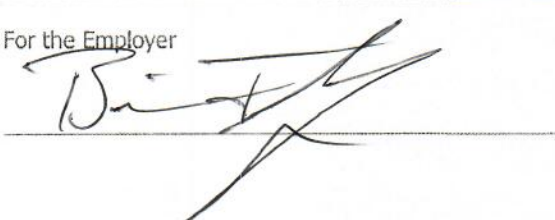
An employee who is subject to discipline, discharge or termination must have at least one Union Representative present at all times to act on his/her behalf. The employee shall be advised of this right prior to proceeding with the disciplinary meeting.

13.03 Voluntary Resignation

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

E&OE
Signed off this 12th day of December 2023

For the Union 

For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

CATALYST PAPER PROPOSALS 2022 Union Proposals (UP Item)

Union Number	Affected Article/MOU	Date: November 3, 2023	Time:
UP	Article 15 Arbitration	Broke up Article 15.01 into smaller paragraphs for ease of reading. <i>Alternate Dispute Mechanism</i> <i>List of Arbitrators</i> Revised per ER comments of November 3, 2023 and simplified the ADR language.	

ARTICLE 15 – ARBITRATION

15.01 If a grievance or dispute is not settled pursuant to Article 14 (Grievance Procedure), it may then be referred to either expedited arbitration per Article 15.04 (Expedited Arbitration—Alternate Dispute Resolution ADR) or full arbitration.

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.

15.04 **Expedited Arbitration - Alternate Dispute Resolution (ADR)**

Expedited arbitration is intended to provide a timely resolution with minimal formality.

The terms are:

- a) Mutual agreement by both parties is required;
- b) Neither side shall be represented by lawyers hired for this purpose although the Parties are free to consult with legal counsel prior to the hearing;
- c) Neither side will call witnesses if appropriate and by mutual agreement;
- d) The parties will agree to a single arbitrator in a timely fashion. If agreement cannot be reached, either party may apply to the Labour Relations Board to appoint the arbitrator;

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Dec 12/23
AES

- e) Every effort will be made to complete the hearing in one working day;
- f) The award will be provided in writing within ten (10) working days;
- g) Awards will be limited to the decision with a summary of the arbitrator's reasons;
- h) All expedited arbitration decisions will be without prejudice and will not set precedent or be referred to in subsequent grievances;
- i) Each party shall pay their own costs and expenses of the arbitration and one-half (1/2) of the remuneration and disbursements or expenses of the arbitrator; and
- j) Should either party wish to withdraw the grievance from this expedited process and refer to a full arbitration they may do so with written notice to the other party, and to the expedited arbitrator if one has been secured.

In these circumstances, the party opting out shall be responsible for any cancellation fees charged by the expedited arbitrator.

List of Arbitrators

The parties agree to consider the following list of arbitrators under Article 15 (Arbitration) before considering other arbitrators appointed by the BC Labour Relations Board:

- Mark Brown
- Rick Coleman
- Jacque de Aguayo
- Elaine Doyle
- John Hall
- Alison Matacheskie
- Arnie Peltz
- Amanda Rogers
- Ken Saunders

E&OE
Signed off this 12th day of December 2023

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

CATALYST PAPER PROPOSALS
2022
Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: November 3, 2023	Time:
UP	Article 19	<i>To be discussed</i>	
		Confirm that both Union and Employer agree to term of agreement to April 30, 2025	

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.~~

This Agreement will be in full force and effect on and after May 1, 2021, to and including April 30, 2025.

Either party may at any time within four (4) months immediately preceding the expiry date of this Agreement, by written notice, require the other party to commence collective bargaining. If a notice is not given by either party before the expiry of the Agreement, both parties are deemed to have given notice under this section.

After the expiry date of this Agreement and until a revised agreement is signed, this Agreement and all its provisions shall remain in full force and effect.

It is mutually agreed by the Parties specifically to exclude from this Agreement the operation of Section 50(2) and (3) of the Labour Code of British Columbia Act.

E&OE
Signed off this 12th day of December 2023

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

CATALYST PAPER PROPOSALS
2022
Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: Dec 12 2023	Time:
UP	Appendix A	<i>Wage and Term</i>	
Union agrees with Employer proposal of December 12, 2023			

Wage Increases:

Effective May 1, 2021: *\$5000.00 lump sum for all current employees who were employed in 2021

Effective May 1, 2022: 7.50%

Effective May 1, 2023: 2.50%

Effective May 1, 2024: 8.00%

**The Parties agree that all current employees who were employed in 2021 includes those employees who were in receipt of wage indemnity or disability benefits. For such employees, the \$5000.00 lump sum shall be paid upon their return to work or upon termination per the employee's preference.*

***The Parties agree to delete Letter of Understanding (Line of Progression Technical) and to revise Appendix A accordingly removing reference to the Letter of Understanding.*

E&OE
Signed off this 12th day of December 2023

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

CATALYST PAPER
PROPOSALS 2022
Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: Dec 12 2023	Time:
UP #	Article 9	Counter to ER proposal Union will agree to temporary postings length but keep word "consult" Temporary postings clarification for <i>Employment Standards Act</i> leaves Added <i>Employment Standards Act</i> leaves reference as needed and where appropriate.	

9.03 – Temporary Postings

- (a) Positions designated by the Company as temporary and vacancies occurring due to illness, injury, maternity leave, other *Employment Standards Act* leaves, 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)~~ six (6) 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.

E&OE

Signed off this

12th

day of

December

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For the Union

For the Employer

- (c) Temporary positions created as a result of vacancies due to illness, injury, maternity leave, other *Employment Standards Act leaves*, or other authorized leaves of absences shall be posted and 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.

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(Canadian Office and Professional Employees Union, Local 378)

CATALYST PAPER
PROPOSALS 2022
Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: Dec 12 2023	Time:
UP #	Article 6.01, 6.02, 6.06	Confirm days are working days Added working day throughout article	

6.01 An employee shall be considered on probation for a period of sixty (60) working days from the last date of hiring.

6.02 During the term of the sixty (60) working day ~~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.

6.06

(a) An employee promoted to a higher rated position shall be on trial for the first thirty (30) working days.

If during the first thirty, (30) working days the employee is considered to be unsuitable for the position, or if the employee the position unsuitable for them, they shall be returned to their former position or one of equal rank.

E&OE

Signed off this

12th

day of

December

2023

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**CATALYST PAPER
PROPOSALS 2022
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP #	Article 7.03, 7.04	Add: Recall and Severance to Title Confirm days are working days in Article 7.03 Added Recall	

ARTICLE 7 – LAYOFF, RECALL AND SEVERANCE

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 Layoff

- 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.

E&OE
Signed off this 12th day of December 2023

For the Union

For the Employer

- d) An employee so affected shall be on a trial period for the first thirty (30) working days. If during the first thirty (30) working 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 Severance Pay

- 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 Article 6.11 of this agreement [**this appears to be an incorrect cross-reference. Parties agree to correct it to proper article reference.**]

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:

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

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.

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7.05 Recall Process

- 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) **[this appears to be an incorrect cross-reference. Parties agree to correct it to proper article reference.]**

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 Recall List

- a) 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.
- b) Any regular or regular part-time employee with six (6) months or more of service, who is laid-off due to lack of work or redundancy, shall be placed on the recall list for a period of one (1) year.
- c) 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.
- Notice of recall to an employee who has been laid-off shall be made by registered mail to the Union with a copy to the employee. The employee must respond to such notice within ten (10) days of receiving it.
- d) The Employer shall allow ten (10) days from an acceptance of an offer of recall, for the employee to commence duties, provided that, where the employee is required to give a longer period of notice to another employer, such longer period, not exceeding one (1) month, shall be allowed.

- plus 1 month
for each year
as per 7.05(a)

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Dec 12/23

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e) An employee's right to recall under this Article is lost if:

- i. the employee elects to receive severance pay under Article 7.04 (Severance Pay);
- ii. one (1) year elapses from the date of layoff and the employee has not been reengaged; - plus 1 month for each year as per 7.05 (a)
- iii. the employee notifies the Employer that the employee is no longer available except in the case of illness or family emergency;
- iv. the employee fails to respond to an offer of reengagement within (10) days of the date the notice is mailed by registered letter to the last address provided by the employee;

f) Article 7.06(c) does not apply if, at the time of such offers, the employee would be entitled to pregnancy and parental leave per Article 5.03 (Pregnancy [Maternity], Parental and Adoption Leave).

Dec 12/23

pls

BK