

# 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, 2021 to April 30, 2025**

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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.

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

## **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 (15<sup>th</sup>) 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 layoff/termination of any bargaining unit employee.

## ARTICLE 4 – WORK SCHEDULE AND OVERTIME

- 4.01** The standard work day shall consist of 7 ½ hours and the standard work week shall consist of 37 ½ 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.

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.

- 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 Maternity Adoption and 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 sixty-one consecutive weeks immediately following maternity leave in the case of a birth mother, and up to sixty-two (62) 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 maternity, adoption or 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 newborn 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) working days from the last date of hiring.
- 6.02** During the term of the sixty (60) working 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) 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 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 position 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 Article 6.09, 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.

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*.

**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, 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 Process**

- a) An employee affected by a layoff, reduction of staff or position elimination shall have the option of displacing an employee with less seniority.
- b) 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 7.05 (Recall Process) of this agreement.

If the employee makes such election within thirty working (30) days of the date the elimination is deemed permanent, then the employee will receive severance pay on the following basis:

<b>Years of Employment</b>	<b>Severance Allowance weeks/year</b>
1 <sup>st</sup> 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.

- 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 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 positions, 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 Article 7.05 (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 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 employees with six (6) months or more of service, who is laid-off due to lack of work redundancy, shall be placed on the recall list for a period of one (1) year plus one (1) month per year of service per Article 7.05(a).
- c) 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 with 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.
- 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 one (1) month per year of service per Article 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 leave per Article 5.03 (Maternity, Adoption and Parental Leave).

## **ARTICLE 8 – SALARIES**

- 8.01** The salary schedules to be in effect for the period May 1, 2021 until April 30, 2025 inclusive, shall be as set out in Appendix ‘A’.
- 8.02** Step rate changes shall be effective on the first or 16<sup>th</sup> 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 with the bottom position posted for a minimum of three (3) working days with a copy to the Union. The job posting shall outline the job title and necessary qualifications.

### 9.02 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 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.
- (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.
- (d) A regular full time or part time employee who has been displaced from their position due to Article 7.03 (c) (Layoff Process) 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.
- (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 – ANNUAL VACATION AND STATUTORY HOLIDAYS**

**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 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)

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.

**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 30<sup>th</sup> of the preceding year, plus a percentage of his/her earnings for the current year as follows:

<b>Years of Service</b>	<b>% of Earnings on May 1 of the current year up to termination date</b>
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>

**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:

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

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 (14) fourteen Statutory Holidays in each calendar year as follows:

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

and any other day that may be stated as a legal holiday by the Provincial 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.

## 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

- (a) A representative(s) of the Union (i.e., job steward or Union Representative) 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 (i.e., job steward or Union Representative) 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 (i.e., job steward or Union Representative) shall be released from their duties without loss of pay.
- (c) At 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 12.02(a).ii.c, the Employer and the Union shall discuss the request and the Union shall not unreasonably deny the 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, shall elect to have the reprimand removed.

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 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).

## ARTICLE 13 – DISCHARGE AND TERMINATION

### **13.01 Employee Investigation**

When an employee is under investigation 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.

## 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 (Arbitration).

**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** If a grievance or dispute is not settled pursuant to Article 14 (Grievance Procedure), it may be then 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 Grievance Procedure), 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;
- c) Neither side will call witnesses except 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 Minister of Labour for British Columbia to appoint the arbitrator.
- e) Every effort will be made to complete the hearing in one working day;
- f) If possible, the decision will be immediately rendered verbally, but in either case 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

## 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. Employees who are displaced from their jobs as a result of such bump-back procedure may themselves displace less senior employees.
- (b) To be placed on the recall list in accordance with Article 7 (Layoff, Recall and Severance).
- (c) Termination of employment as described in Article 16.04.

**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:

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

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Catalyst Paper  
Port Alberni Division

MoveUP, COPE Local 378

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Brian Fleury, Human Resources

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Daniel Storms, Union Representative

E&OE  
DS:skm 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, 2021 – April 30, 2022:</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>May 1, 2022 – April 30, 2023:</u>	<u>\$69,993.92</u>	<u>\$72,950.92</u>	<u>\$76,558.18</u>	<u>\$80,371.90</u>	<u>\$82,361.82</u>	<u>\$86,862.60</u>
<u>May 1, 2023 – April 30, 2024:</u>	<u>\$71,743.76</u>	<u>\$74,774.69</u>	<u>\$78,472.13</u>	<u>\$82,381.20</u>	<u>\$84,420.87</u>	<u>\$89,034.17</u>
<u>May 1, 2024 – April 30, 2025:</u>	<u>\$77,483.27</u>	<u>\$80,756.67</u>	<u>\$84,759.90</u>	<u>\$88,971.70</u>	<u>\$91,174.54</u>	<u>\$96,156.90</u>

Wage Increases:            Effective May 1, 2021:

\*\$5000.00 lump sum for all those employees working at that time.

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 (and any retroactivity that apply for hours worked) shall be paid upon their return to work or upon termination per the employee's preference.*

### 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.

### Classification of Positions

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

Employees shall progress automatically up the salary range.

**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 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.