

COLLECTIVE AGREEMENT

BETWEEN

NORAMPAC RICHMOND, A DIVISION OF CASCADES CANADA INC



And

UNIFOR LOCAL 433



2012 - 2017

**COLLECTIVE AGREEMENT
2012-2017**

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COLLECTIVE AGREEMENT

PREAMBLE

This agreement is entered into between:

Norampac, Richmond B.C., incorporated (by continuance) under the Laws of Canada and having its offices located at 3300 Viking Way, Richmond, BC, V6V 1N6, herein acting with respect only to its Norampac Richmond Division hereinafter referred to as the "Company".

And

Unifor and its Local 433, hereinafter referred to as the "Union".

Wherever the masculine appears in this Collective Agreement, it shall deem to mean female as well.

ARTICLE 1 - GENERAL PURPOSE OF AGREEMENT

The general purpose of this agreement is, in the mutual interest of the employer and the employee, to provide for the operation of the plant hereinafter mentioned under methods which will further, to the fullest extent possible, the safety of the employees, economy of operation, quality and quantity of output, cleanliness of plant and protection of property. It is recognized by this agreement to be the duty of the Company and the employees to cooperate fully, individually and collectively to meet customer commitments and for the advancement of said conditions. Both parties agree to cooperate in decreasing the cost of plant operation by technological improvements and efficiency in all departments.

Successorship

In the event of the change in employer status, members of Local 433 will retain all of their rights under the Collective Agreement.

ARTICLE 2 - RECOGNITION - MEMBERSHIP

Section 1:

The Company agrees to recognize the Unifor Local 433 as the exclusive representative of all the employees of the Corrugated Division for which the Union is certified in the plant of the Company for the purpose of collective bargaining in respect of rates of pay, wages, hours of work, and other conditions of employment.

Section 2:

Employee membership in the Union shall not include office, sales or supervisory personnel.

Section 3:

Any member who is now a member in good standing, or who becomes, or who is reinstated as a member of the Union shall, as a condition of continued employment, maintain such membership in good standing throughout the term of this Agreement.

Any new employee shall, as a condition of employment, become a member of the Union thirty (30) calendar days after becoming employed by the Company.

Section 4:

In the event of the local union intending to suspend a member for non-maintenance of membership, the Company shall be notified by the local in writing at least seven (7) days before such suspension.

No employee shall be subject to any penalties against his/her application for membership or reinstatement, except as may be provided for in the constitution and bylaws of the National Union and the Union.

A copy of such constitution and bylaws, and any changes thereto, shall be transmitted to the Company.

The Union agrees it will not request discharge or suspension of large numbers of employees at any one time, such as might affect plant operations.

Section 5:

The Company agrees to deduct on the first payday of each month dues, initiation fees and assessment for the previous month that are due from each of its employees who have authorized the Company in writing to do so and remit same promptly to the local union office.

The Union will inform the Company of all dues, initiation fees and assessments to be deducted from the pay cheque in accordance with this section.

The local union hereby agrees that the Company shall be saved harmless with respect to all deductions made and paid to the said Union in respect of provisions herein.

Section 6:

Potential employees made available through the Union will be given special consideration when the Company is hiring new or additional employees. The Company further agrees to supply the Union with information as to any employee's name, address, social insurance number, job classification, status rate and date of employment.

Section 7:

The Plant Committee Chairperson (or designate) will be given an opportunity to provide a Union orientation to all new employees.

ARTICLE 3 - NO INTERRUPTION OF WORK

It is agreed by the Union that there shall be no strikes, walkouts or any other interruption of work during the period of this Agreement. It is agreed by the Company that there shall be no lockouts during the period of this Agreement.

ARTICLE 4 - GRIEVANCE PROCEDURE

Section 1:

Local 433 shall select from its membership a Plant Committee of three (3) which shall represent the Union. It is further agreed that when the three (3) Union and Plant Committee members are on the same shift, and there is a meeting at the plant level (e.g., - this does not include the negotiating process) between the Company and Union Plant Committees, only two of the Union plant Committee members will be allowed to attend. The Company shall select a Plant Committee not larger than the Union Plant Committee which shall represent the Company.

Should there be any dispute or complaint as to the interpretation, application or compliance with the terms of this Agreement, every effort will be made to settle such dispute or complaint.

The Company, the Union or the employee having a grievance, dispute or complaint shall submit same as promptly as possible. The following steps shall be followed:

- Step (1) Between the immediate Supervisor, the Employee and the Shop Steward. If no satisfactory settlement is reached, the question may, within fourteen (14) days, be referred to the next step.
- Step (2) Between the Company Plant Committee and the Union Plant Committee. At this step the grievance shall be put in writing and the parties shall within three (3) days agree on a mutually satisfactory date for a meeting thereon. If no satisfactory settlement is reached, the question may, within thirty (30) days, be referred to the next step. Either party may initiate grievances other than those involving individual employees at this step.
- Step (3) Between the General Manager, the Business Agent and/or National Representative and the Company and Union Plant Committee. If no agreement is reached at this stage the matter may, within thirty (30) days, be referred to a single arbitrator, as outlined in Section 2.

If the grievance has not advanced to the next stage under Step 1, 2, or 3 within thirty (30) days, after completion of the preceding stage, the grievance shall be deemed to be abandoned and all rights of recourse to the grievance procedure shall be at an end. It being understood that the time limit between steps may be extended by mutual consent.

Section 2 – Arbitration:

The Company and the Union will endeavour to agree upon the selection of the Arbitrator. In the event the Company and the Union are unable to agree upon the selection of the Arbitrator, they will apply within the thirty (30) day period to have the Arbitrator appointed under the Arbitration provisions of the Labour Relations Code of B.C.

After the Arbitrator has been chosen, he shall meet and hear evidence of both sides and render a decision after he has concluded his hearing, said decision to be final and binding upon all parties to this Agreement.

The Arbitrator shall be restricted to interpreting and applying the provisions of this Agreement and shall have no authority to alter, modify, subtract from or supplement them in any way.

In the case of discharge, demotion or suspension which the Arbitrator has determined to have been unjust, the Arbitrator shall order the reinstatement of the employee and shall award him back pay. In the case of back pay, should there be any doubt in the opinion of the Arbitrator, the Arbitrator may order all or part back pay as he deems fit.

The parties of this Agreement shall bear an equal proportion of the expenses and allowances of the Arbitrator and all stenographic and secretarial expenses and rent.

Section 3 - Expedited Arbitration:

The company and union agree that it is desirable to resolve disputes related to discharge quickly. Recognizing this, the parties have developed an expedited arbitration procedure which may be used as an alternative to the regular arbitration procedure.

Both parties must be in agreement before the expedited arbitration process is used.

- a) A panel of six (6) arbitrators, each of whom shall be appointed for a two (2) year term, shall be selected by Unifor local 433 and Norampac Richmond Division. Grievances processed under this section shall be assigned to the arbitrators on a rotational basis.
- b) An arbitrator must meet and hear the evidence of both parties within fifteen (15) days after assignment. If an arbitrator is unable to commit himself/herself to do so, the grievance shall immediately be assigned to the next arbitrator in order of rotation.
- c) The unavailability of counsel shall not be a reason to delay arbitration under this section.
- d) The parties will endeavor to agree on a statement of material facts, which may be submitted to the arbitrator in advance of the hearing.
- e) The arbitrator will give his/her decision and his/her written reasons within one (1) week after the hearing. The reasons need not accompany the decision. Neither the decision nor the reasons will form precedent.
- f) The provisions of Section 2 as it applies to discharge, shall apply to this section.

List of Arbitrators: To be determined by mutual agreement.

ARTICLE 5 - DISCIPLINE

The Company has the right to discipline or discharge an employee for just cause.

Before management makes the decision to suspend or discharge an employee the matter will be discussed with available members of the Union Plant Committee.

The Supervisor, Production Manager or General Manager may suspend the employee immediately on a temporary basis while awaiting the discussion.

Verbal warnings will remain valid for six (6) months. Written warnings will remain valid for one (1) year. Warnings may be extended with the mutual agreement of Management and the Union.

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 that time.

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

The employee, in the company of a shop steward if desired, shall have the right to review his/her file

ARTICLE 6 - VACATIONS

Section 1: Entitlement:

Subject to the requirement of this Article, every employee is entitled to a vacation and vacation pay as follows:

| Any employee who is on the payroll on May 1, who has been continuously employed during the qualifying period and who has: | Length of Vacation | Vacation pay being the greater of: | |
|--|---|--|--|
| | | % of the total wages earned by the employee during the preceding Vacation Period | or hours pay at the employee's status rate |
| A) Been employed for less than one year and does not qualify under B) below | 1/4 day for each week of work performed during the preceding vacation period provided no vacation of less than one day will be granted. | 4 1/2% | or Nil hours |
| B) Been employed for less than one year but has not worked less than 1500 hours during the previous vacation period OR Been employed for not less than one year and who has worked not less than 1200 hours during the preceding vacation period. The following hours will count as hours worked for the purpose of qualifying for a vacation: Vacations: Supplementary Vacations: Statutory Holidays, Jury/or Witness Duty, Bereavement Leave, Contractual Steam Plant, Apprenticeship and First Aid Leaves, and Banked Days Off | 2 weeks | 4 1/2% | or 80 hours |

| Any employee who is on the payroll on May 1, who has been continuously employed during the qualifying period and who has: | Length of Vacation | Vacation pay being the greater of: | |
|---|--------------------|--|--|
| | | % of the total wages earned by the employee during the preceding Vacation Period | or hours pay at the employee's status rate |
| C) Qualified for his 2nd vacation under this Agreement | 3 weeks | 6 1/2% | or 120 hours |
| D) Qualified for his 7th vacation under this Agreement | 4 weeks | 8 1/2% | or 160 hours |
| E) Qualified for his 14th vacation under this Agreement | 5 weeks | 10 1/2% | or 200 hours |
| F) Qualified for his 23rd vacation under this Agreement | 6 weeks | 12 1/2% | or 240 hours |
| G) Qualified for his 29th vacation under this agreement | 7 weeks | 14 1/2% | or 280 hours |

Once an employee has qualified for his/her first vacation entitlement under (b) above, the future vacation entitlement increases outlined in C, D, E, F, and G will be guaranteed. However, an employee must work the required 1200 hours in each vacation year to qualify for the greater vacation pay option. For clarification, an employee who works less than 1200 hours in the preceding vacation period will only be entitled to the vacation pay percentage as per C, D, E, F, and G above.

Section 2 - Additional Pay:

In addition to the vacation pay to which an employee is entitled under Section 1 above, each employee shall, on qualifying for a vacation under categories B), C), D), E), F), or G) above, be entitled to an additional amount of vacation pay equivalent to ten (10) hours pay at the employee's status rate in respect of the first week of his vacation.

Section 3 - Payment on Termination:

In the event any employee's employment terminates either before he becomes entitled to a vacation with pay or, being entitled to it before he takes it, he shall be paid on termination 4 1/2%, 6 1/2%, 8 1/2%, 10 1/2%, 12 1/2%, or 14 1/2% (depending on whether he belongs in the category of employees described in A), B), C), D), E), F), or G) above respectively) of his wages earned during the period of employment ending with his termination in respect of which no vacation or vacation pay to which he remains entitled has been paid or taken.

Section 4 - General Rules:

- a) The vacation period is May 1st to April 30th.
- b) Vacations with pay provided in accordance with Section 1 above for employees in category A) may not be counted when determining whether an employee has qualified for the vacations provided under Section 1 for employees in categories C), D), E), F), or G).
- c) Except as provided in Section 4d) below, vacations with pay are not cumulative and must be taken during the vacation period.
- d) A vacation with pay provided under Section 1 for employees in category A) may be taken during the vacation period in which the entitlement hereto is established, or during the next following vacation period.
- e) No employee may continue to work and draw vacation pay in lieu of taking the vacation.

A vacation period starts from the first scheduled day of vacation and ends with the first scheduled work day on his/her return.

No employee will be permitted to work overtime during his/her vacation period.

- f) The allocation of vacation time is to be decided by the Company. However, the Company will endeavour to arrange vacations to suit the employee's wishes. The senior plant seniority employee in any line or area shall have first claim to his vacation. It is recognized that during the months of July and August, vacations are restricted to a maximum of two (2) weeks. If however, all employees have chosen their vacation, and there is extra room on the vacation schedule, employees may be allowed, with Company approval, to schedule more than two (2) weeks. Employees will submit their vacation requests by March 1st of each year. The vacation list is to be posted on the bulletin board by April 15th each year.
- g) Time lost as the result of an accident recognized as compensable by the Workers' Compensation Board suffered during the course of employment shall be considered as time worked for the purpose of calculating entitlement upon return to work.
- h) Time not exceeding one year, lost as the result of a non-occupational accident, illness, or approved maternity leave shall be considered as time worked for the purpose of qualifying for a vacation provided that at the time of the accident or illness or commencement of maternity leave, the employee has been on the payroll for not less than one (1) year and returns to employment. It is understood that the employer may require that the employee provide a certificate from a qualified medical practitioner. Time exceeding one (1) year shall be recognized as uninterrupted service for the purpose of establishing vacation time off, upon return to work.
- i) Time lost as the result of layoff shall not be considered as time worked for the purpose of qualifying for vacation.
- j) An employee in category "B" through "G" who has worked less than 1200 hours during the preceding vacation qualifying period shall be paid the percentage indicated in his/her particular category.
- k) It is agreed that individual employees may request payment in lieu of vacation time subject to the following provisions:
 - i) Where the employee has suffered an illness in excess of three (3) months duration which he/she has been available to work.
 - ii) Where the employee has suffered an injury which has resulted in their being unable to work for a period of time exceeding three (3) months.
 - iii) Employees who qualify for vacation under categories c, d, e, f or g may at their option elect to forfeit one (1) week of vacation, subject to the Employment Standards Minimum, and be paid the vacation pay they would have received in lieu of the week of vacation.

Employees must declare their intention for this option, in writing, prior to the start of the vacation year, and will be paid out between May 15th and 31st of the vacation year.

Substantiated requests will be dealt with individually. The Company will grant payment of vacation pay in the above mentioned situations. Receipt of such payment by the employee shall not constitute termination of employment.

Individual requests for payment of vacation pay for the current period in lieu of vacation will not be considered for employees who are on layoff. It is agreed that where an employee requests and receives vacation pay at the time of, or during a layoff, the employee shall have self-terminated his/her employment with the Company.

Requests for current vacation pay will be in writing and signed by a member of the Union Plant Committee.

- l) Employees may bank vacation credits in excess of the legal requirement to a maximum of two (2) weeks per year for purposes of retirement, up to a maximum of fifteen (15) weeks. Banked vacations must be taken prior to retirement and will be paid at the employee's current rate of vacation pay at the time when taking the banked vacation time off.

All active employees must provide sixty (60) calendar days notice of retirement. Failure to give notice will result in monies being paid out and retirement commencing after the last day worked. Employees on WCB or STD who are expected to return to work that decide to retire must also provide sixty (60) days notice otherwise they will be paid out and their retirement date will be the date they would have been expected back at work.

Section 5 - Computation of Vacation Pay:

Where an employee's vacation pay for the current year is to be computed as a percentage of his "total wages earned" in the previous year, such "total wages earned" shall include the amount of vacation pay the employee received in the previous year.

ARTICLE 7 - SUPPLEMENTARY VACATIONS

Section 1:

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 noted on the following table.

| Years of Completed Continuous Service | | Weeks of Supplementary Vacation | |
|---------------------------------------|------|---------------------------------|-----|
| After Five | (5) | One | (1) |
| After Ten | (10) | Two | (2) |
| After Fifteen | (15) | Two | (2) |
| After Twenty | (20) | Three | (3) |
| After Twenty-Five | (25) | Three | (3) |
| After Thirty | (30) | Four | (4) |
| After Thirty-Five | (35) | Four | (4) |
| After Forty | (40) | Five | (5) |

Section 2:

The supplementary vacation may be taken with the regular vacation to which the employee is entitled provided such vacation is not scheduled in any restricted vacation period, in which event the supplementary vacation shall be taken at a time to be agreed upon by the Company and the employee.

Section 3:

The supplementary vacation must be taken prior to the employee becoming eligible for his next earned period of supplementary vacation as provided in Section 1 above.

Section 4:

One (1) week's supplementary vacation pay shall be equal to forty (40) hours paid at the employee's status rate.

Section 5:

For the purpose of determining eligibility for supplementary vacation, an employee's service shall be calculated from the last continuous service date of joining the Company.

Section 6:

At retirement or 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 last five (5) year entitlement period.

Section 7:

The supplementary vacation may be taken at times and in allotments agreed upon by the Company and the employee.

ARTICLE 8 - HOLIDAYS

Section 1:

The following shall be the recognized holidays:

| | | |
|----------------|------------------|-----------------|
| New Year's Day | Family Day | Good Friday |
| Victoria Day | Canada Day | BC Day |
| Labour Day | Thanksgiving Day | Remembrance Day |
| Christmas Eve | Christmas Day | Boxing Day |

In addition to the named holidays above, there shall be a thirteenth holiday which shall be observed as follows:

a) One of the following days shall be observed on a plant-wide basis:

1. Day before Christmas Eve
2. Day after Boxing Day
3. Day before New Year's Day
4. Day after New Year's Day

In respect to a) the Company undertakes, if necessary, to inform the membership by December 5 each year that one of the four (4) days named in a) above shall be observed as a holiday with pay unless by mutual agreement; this holiday is used to bridge the Canada Day or Remembrance Day holidays to the weekend.

b) Any additional holiday proclaimed by the Federal or Provincial government as a general public holiday shall be treated in the same manner as the aforementioned.

Section 2:

In the event that any holiday falls on a Saturday or a Sunday, the Company will name the following Monday and/or the previous Friday as the day to be observed.

A 30 days' notice of the holiday to be observed will be given to the Union Plant Committee prior to posting on the Company bulletin board.

Section 3:

In addition to any other compensation earned, any employee who is on the payroll of the Company on the holidays recognized in Section 1 of this Article will be granted eight (8) hours pay, at the employee's status rate, subject to compliance with all conditions a) and b) set forth below.

- a) The new employee must have been on the payroll for not less than thirty (30) calendar days just preceding the holiday and he must have worked a minimum of one hundred and sixty (160) hours during the last period of his employment prior to the holiday, and time lost by reason of an industrial accident as recognized by the Workers' Compensation Board will be considered to be time worked when computing a new employee's hours worked prior to a statutory holiday and,
- b) Every employee must have worked his scheduled work day before, and his scheduled work day after such holidays, unless failure to work his scheduled work day before or after the holiday was due to any of the following events:
 - i) when the employee is on his regular authorized paid vacation.
 - ii) when the employee is unable to work by reason of an industrial accident as recognized by the Workers' Compensation Board or his absence was due to a bona fide sickness or accident. The Company may ask for a doctor's certificate.
 - iii) when the operation in which the employee is engaged is curtailed or discontinued by the decision of management and which curtailment or discontinuance changes or eliminates the employee's scheduled work day before, or his scheduled work day after such holiday; however, an employee shall not be granted payment for a holiday or holidays unless he has actually worked at least one (1) day during the thirty (30) days just preceding any given holiday and at least one (1) day during the thirty (30) days immediately following such holidays.

If an employee who would otherwise qualify is recalled and is unable to report for work because of bona fide non-occupational accident or illness he shall nevertheless be granted payment for such holidays falling within the thirty (30) days immediately preceding the date of first recall. Any other employee recalled by reason of the above employee's inability to report for work and who is himself unable to report due to illness or non-occupational injury will not receive holiday pay.
 - iv) When a trade in shifts agreed upon between employees and approved in advance by management results in a temporary change of the scheduled work day before, or scheduled work day after the holiday, provided the employee works the shift agreed upon.

Section 4:

In the event a holiday falls on a day where the employee is on his scheduled vacation, the employee will take the day off at a time mutually agreeable to the employee and the company.

If however, the employee is on vacation during the months of either July, August or September, and a holiday occurs during the employees' vacation time the employee will not have his vacation extended, but will take the day at a later, mutually agreeable time.

ARTICLE 9 - HOURS OF WORK

Section 1:

In case an employee reports for a regular scheduled shift he shall receive eight (8) hours pay, except where ARTICLE 14 applies.

Section 2:

Both parties to this agreement are committed to maintain the principle of a basic work week of forty (40) hours, but agree that additional time may be worked to permit operation or protection of the plant when paid for as shown in ARTICLE 10 - OVERTIME.

Section 3:

The regular hours of employment for all workers will be eight (8) hours per day, Monday through Friday.

- i) The regular hours of work will be: Graveyard Shift - 11:30 p.m. to 6:30 a.m.
 Day Shift - 6:30 a.m. to 3:00 p.m.
 Afternoon Shift - 3:00 p.m. to 11:30 p.m.
 6 Day Work Schedule – (Details Outlined at Annex A)

The graveyard shift hours shall constitute an eight (8) hour shift worked. The extra hour, however, will only be paid when five (5) hours or more has actually been worked.

- ii) There shall be two (2) ten (10) minute rest periods during the day shift and the afternoon shift designated by management.
- iii) There shall be one (1) thirty (30) minute lunch break during each of the three shifts at a time designated by management.
- iv) Each employee is required at his work station at the time specified in Section 3 i) above. At the end of the shift no employee shall leave his work station until his mate has reported to take on the responsibility of the position.

If the mate does not report for his shift, the employee shall notify the supervisor. He shall remain at his post until a substitute is secured **or two hours have passed, whichever comes first.** The Company shall make every effort to have the employee relieved as soon as possible including full use of the company overtime process which will apply only to those employees who are in the building at the time. This process will not be considered to trigger call time.

- v) Both parties to this agreement recognize that certain exceptions in regular hours of work are necessary in particular jobs to ensure continuity of production and shipment of goods. Such exceptions shall be by mutual agreement between the Company and the Union. It is agreed between the Company and the Union that the following exceptions in regular starting time shall be made without overtime penalty.

Stationary Engineers

On a three shift basis:

| | |
|-----------------|-------------------------|
| Day Shift | 6:30 a.m. to 2:30 p.m. |
| Afternoon Shift | 2:30 p.m. to 10:30 p.m. |
| Graveyard Shift | 10:30 p.m. to 6:30 a.m. |

•Note – Graveyard shift will be paid eight (8) hours pay.

On a two shift basis hours may be advanced up to two (2) hours.

Corrugator Operating Hours

| | |
|-----------------|-------------------------|
| Day Shift | 6:30 a.m. to 2:30 p.m. |
| Afternoon Shift | 2:30 p.m. to 10:30 p.m. |
| Graveyard Shift | 10:30 p.m. to 6:30 a.m. |

Corrugator Jeep Driver

| | |
|-----------------|-------------------------|
| Day Shift | 6:30 a.m. to 2:30 p.m. |
| Afternoon Shift | 2:30 p.m. to 10:30 p.m. |
| Graveyard Shift | 10:30 p.m. to 6:30 a.m. |

Further and in addition to the above, it is understood and agreed that certain machine operators may commence their shift early in order to perform necessary start-up procedures and will do so on the basis of overtime as covered in ARTICLE 10 – OVERTIME , but this time will not receive shift premiums.

Section 4:

- a) The list indicating the shifts shall be posted on Thursday by 2:00 p.m. for the shift change following.
- b) The regular work week for graveyard shift will start at 11:30 p.m. Sunday.
- c) The regular work week for day shift or day shift and night shift operations will commence on Monday day shift subject to the exceptions referred to in Section 3 above.

Section 5 - Seven Day Coverage:

On a voluntary basis, the Company may operate on a seven day, 24 hour schedule, as needed throughout the plant. There will be a mandatory trial period of up to four (4) months in each of the following areas:

- a) Maintenance Department
- b) One operational area, including support services

Following the trial period, employees shall be subject to a vote conducted by the Union on whether the seven (7) day (as needed) schedule will be on a mandatory or volunteer basis.

Unless otherwise agreed, the Maintenance schedule will be Friday, Saturday, and Sunday (8, 12 and 12 hours - paid 40 hours).

A committee will be established to define the operating terms and conditions of the seven (7) days schedule subject to the provision that the Company will not incur any additional costs (except time and one half pay for work on Sunday and the necessity to hire additional employees).

Section 6 - Running Equipment through Breaks & Lunch:

When equipment is run through breaks and lunch, coffee breaks and lunch breaks will be scheduled at reasonable times. The following will apply:

- (a) Machines will be manned with trained crews.
- (b) Any machine may be run through breaks and lunches.
- (c) There will be no pay rate changes for any employee who is providing relief for running through breaks and lunch on the waxer and flexos. All other machines can run through breaks and where higher rates are paid for employees relieving, the company will ensure that seniority is respected as to how employees are paid.

ARTICLE 10 - OVERTIME

Section 1: Overtime will be paid for:

- a) All hours in excess of eight (8) hours in any one day, Monday to Friday, paid on the basis of time and one-half. For the first (4) hours and double time there after.
- b) All hours worked on Saturday, paid on the basis of time and one-half for the first eight (8) hours, and double time thereafter.

Section 2:

All hours worked on Sunday shall be paid at time and one half for the first 8 hours and double time after that. If an employee has worked overtime on the preceding Saturday within the same week then time worked on Sunday will be paid at double time. If an employee works a Sunday as part of their regular hours during a seven day schedule they shall be paid time and one half.

All hours worked on statutory holidays shall be paid for at double time rates.

Section 3:

The employee has the right to voluntarily agree to work or to refuse to work overtime. If the employee agrees to work he will be expected to report for those hours agreed to.

Section 4 – Deferred Overtime Plan:

The purpose of the Deferred Overtime Plan is to enable employees to elect to receive additional compensating time off from work with pay in lieu of the additional one-half time rate payment for work performed at the rate of time and one-half or full time rate payment for work performed at the rate of double time as provided in this article.

- a) An employee who elects to participate in the plan shall notify the Personnel department and sign a form authorizing his participation in the plan.

The authorization shall be revocable at any time, but once the employee withdraws from the plan he would not be eligible to rejoin the plan until the following September 1.

An employee who withdraws from the plan shall receive normal overtime payment from the date of withdrawal. Hours accumulated shall be taken in accordance with paragraphs d) and e). Consideration shall be given to a request for payment of accumulated time in cases of substantiated compassionate circumstances or emergencies. Such requests shall be presented, in writing, to the Company and the Union for mutual approval.

- b) Deferred overtime hours shall be calculated on the following basis:
- i) One-half hour for each overtime hour paid at time and one-half rate as provided in Section 1 and 2 of this article.
 - ii) One hour for each overtime hour paid at double time rate as provided in Section 1 and 2 of this article.
 - iii) Or alternatively, an employee may bank one and one-half (1.5) hours for each overtime hour worked at the time and one-half rate, or two (2) hours for each overtime hour worked at the double time rate up to a maximum of eighty (80) hours each year. Upon reaching the eighty (80) hour maximum, further banking must be in accordance with (a), (b), or (c).
 - iv) An employee will be allowed to bank a maximum of one hundred and twenty (120) total hours per year.
- c) Deferred overtime hours shall be accumulated during the period from September 1 to August 31 and thereafter for each twelve (12) month period commencing September 1.
- d) Compensating time off shall be accumulated in units of eight (8) hours.

Accumulated time off must be taken in multiples of eight (8) hours. At the end of the accumulation period, for any balance of hours less than eight (8), the employee shall receive normal overtime payment.

- e) Compensating time off not taken or arranged for by March 1 of each year will be automatically paid out.
- i) The granting of compensating time shall be subject to the staffing requirements as determined by the Company and at such time as quality and quantity of production will not be impaired.
 - ii) Allocation of regular and supplementary vacation will receive priority.
 - iii) The employee shall request compensating time off at least ten (10) days in advance of the week in which the compensating time off is desired.
- f) Calculation of payment for compensating time off:
- i) Total earnings, including overtime pay, will be calculated for each participant each pay period.
 - ii) Deductions from these earnings will not include income tax for the deferred overtime earnings.
 - iii) The amount of deferred overtime pay will be deducted from the gross earnings and credited to the employee in the same manner as a Canada Savings Bond payment, or a credit union payment. Calculation of the amount will be as follows:
 - a) For time and one-half overtime, an amount equal to one-third of the time and one-half overtime earnings.
 - b) For double time, an amount equal to one-half of the double time overtime earnings.
- g) If requested, an employee shall receive his deferred overtime payment immediately prior to taking the compensating time off. Income tax on the deferred overtime will be deducted at the time of payment.

Section 5:

It is agreed that overtime work will be allocated on the following basis:

a) DURING THE WEEK OVERTIME

The Company will post a weekly overtime sign up sheet to include Clock Number, Name, in addition a necessity for the employee to identify their availability for the upcoming week for both late and early start (indicated by day).

Employees must sign up for overtime no less than two hours before the end of their current shift for the next shift.

When allocating overtime Supervisors will remove the list, draw a line and initial with date and time to indicate the cut off for the particular overtime shifts to be scheduled. This practice will be repeated each time overtime shifts are filled to demonstrate that the current list was used.

The process to fill the shift will be as follows:

- i. Overtime will then be scheduled using persons on the sign up list using seniority by department as the guiding principle.
- ii. If there are no names on the list capable of or willing to work the required shift, the supervisor will then approach those currently on the machine requiring staffing and again utilize department seniority as a guiding principle with this group.
- iii. If after steps one and two are completed and the supervisor is still unable to fill the shift, they will then be free to fill the shift in the most expeditious manner possible based on availability of personnel with the necessary training to complete the task.

Note: The current weekend overtime rule will continue to apply for Saturday and Sunday An unscheduled machine or job will be crewed by the employee(s) who are working overtime. The regularly scheduled employees will not bump into those overtime positions. However the senior qualified employee who would otherwise have bumped into the said position(s) will receive the higher rate of pay.

| | | | |
|----|---|----|--|
| 1. | Corrugator Corrugator Crew | 2. | Printing Die Room Flexo Ward |
| 3. | Finishing Bobst Waxer Automatan Gluer | 4. | Material Handling Shipper Warehouse Clamp Checker Driver Jeep Driver |
| 5. | Strapper | 6. | Utility Department Pallet Repair Utility Driver Hogger |
| 7. | Off Machine Bundling General Clean up by Plant Seniority | 8. | Taper/Gluer Slitter Bandsaw |

b) WEEKEND OVERTIME

It is agreed that where overtime on Saturdays or Sundays is necessary, employees shall indicate their intentions to work on an overtime list posted.

The senior (plant seniority) employee in the department or line of progression where a job is slated for weekend overtime shall have the first opportunity to work. Once a crew has been selected on the basis of plant seniority within the line or department, the crew will then revert back to the line or job seniority to determine who is to be operator, assistant, bundler, etc.

c) **REST AND LUNCH BREAKS**

It is understood that where an employee is working overtime beyond a regular shift, such work shall be preceded by a ten (10) minute paid rest period or the rest period may be taken soon after commencement of the overtime work. Where the overtime worked is in excess of two (2) hours, the employee shall have paid adequate time (maximum 20 minutes) to consume a meal.

As a general policy, no employee will be expected to work in excess of twelve (12) continuous hours.

ARTICLE 11 - MEAL ALLOWANCE

An employee required to work in excess of ten (10) hours in any one day shall be paid a meal allowance of \$11.00. An employee required to work fourteen (14) hours in any one day shall be paid a second meal allowance. Adequate paid time will be provided in combination with a regular break to consume the meal.

ARTICLE 12 - NIGHT SHIFT DIFFERENTIAL

The following differential shall be paid in addition to the employee's regular rate of compensation, but it is not to be added to the wage rates for the purpose of calculating overtime.

| | <u>(% of base pay)</u> |
|-------------------------|------------------------|
| 3:00 P.M. to 11:30 P.M. | 2.25% |
| 11:30 P.M. to 6:30 A.M. | 3.25% |

ARTICLE 13 - CALL TIME

Section 1:

- a) Any employee required to go on duty after he has completed his designated shift shall receive two (2) hours call time at the straight time day rate plus actual time worked.
- b) Any employee required to report for work on his designated day off shall receive two (2) hours call time at the straight time day rate except that such call time shall not be payable when notification has been given during his second shift preceding the work involved.
- c) When an employee is required to report for duty in advance of his regular scheduled shift or when his regular scheduled shift is changed to another regular shift with an earlier starting time or when the Company changes an employee's regular shift schedule after the start of the week, he shall receive two (2) hours call time at the straight time day rate subject to the following exceptions i), ii), iii) and iv).
 - i) When the change in starting time does not exceed one (1) hour in advance of the regular scheduled shift, no call time is payable.
 - ii) When the employee is given fourteen (14) hours notice of the change in starting time, no call time is payable.
 - iii) When a change in shift is made at the request of an employee to comply with seniority regulations, no call time is payable.
 - iv) When the change in shifts during the week is temporary, the call time is not payable for the second change in shifts when the employee returns to his previously established shift.

Section 2:

It is understood and agreed that in the payment of call time on the basis provided in this section, a minimum of four (4) hours pay will be paid for each call when work has actually commenced, it being understood that such payment will include the payment for call time and payment for the time worked whether at straight time or at an overtime rate.

Section 3:

It is further understood and agreed that in the payment of call time on the basis provided in this section, not more than one (1) basis shall be used to cover the same period of work, nor will call time be added to or paid in lieu of allowances payable under ARTICLES 9 and 14 hereof

.ARTICLE 14 - EMERGENCY BREAKDOWN

Section 1:

In case of emergencies such as fire, earthquake, major breakdown of equipment or other major disaster, the employee shall receive a minimum of two (2) hours pay, unless the employee is requested to remain, in which case he shall be paid for the hours worked at the appropriate rate of pay.

Section 2:

The Plant Committee will meet and judge whether an emergency existed.

Section 3:

The Company can expect reasonable cooperation where maintenance emergency services are required for all emergencies or replacement work which would cause a drop in production and a layoff of production employees.

ARTICLE 15 - SENIORITY

Section 1 – Probationary Employees:

- a) An employee will be considered probationary until he has completed sixty (60) working days with the Company. This period may be extended by mutual agreement of the Plant Committees.
- b) In the event of a layoff a probationary employee may be terminated. A probationary employee recalled will receive credit for each period of employment in calculating his sixty (60) working day probationary period, and at the completion of the probationary period his plant seniority will be adjusted to sixty (60) working days prior to completion.

Section 2 – Lines of Progression:

Where practical, lines of progression will be established to provide an orderly advancement or curtailment of the work force in each department line of progression.

- a) In all the lines of progression, vacancies occurring during the week will be filled by the next senior employee "on shift".
- b) In the Material Handling line, once the employee's line seniority puts them next to be trained as shipper (relief), a decision has to be made; one to remain in the clamp driver position, two, return to the line, excluding the clamp driver, and move up into the shipper position.
- c) In the Finishing Department, all jobs at the same pay rate are considered equal within the Line of Progression and for the purposes of scheduling employees.

Section 3 – Promotions:

- a) Starting positions in any line of progression or jobs not covered under line of progression shall be posted for a period of ten (10) working days. Other things being equal, the principles of seniority will govern. New employees must have completed their probationary period prior to posting.

In the event more than one applicant posts for an opening and the employee selected returns to his former position as per subsection (b), the posting shall remain valid for one further selection. The posting shall remain valid for the probationary period as outlined in subsection (b).

Employees who are on vacation and related leave of absence will be considered for job postings if they have left written notice with the company indicating their interest. Such notice will be valid for a maximum period of four weeks.

The Union Standing Committee will receive copies of all completed job postings.

- b) i) In the case of an employee who is accepted for a job as a result of a posting for a vacancy, his first thirty(30) days after reporting to the new job (which shall consist of a minimum of ten (10) days of actual work experience) will be considered a probationary period. This period may be extended through mutual agreement of the Union and the Company. During this period the Company might deem necessary to transfer the employee back to his former job or the employee may elect to do so of his own volition. In either case the employee will return to his former job with no loss of seniority rights.

Employees who repost into a position they have previously occupied may not receive a probationary period, provided the employee has already worked a minimum of ten (10) consecutive days on the job within the preceding six (6) months before the job posting closes, and it is mutually agreed to between the Company and the Union Plant Committees.

During the probationary period the employee cannot use his previously established seniority for overtime selection in the new department or line of progression but retains that right in his previous department or job.

When an employee posts for a job, he will be paid the applicable job rate (i.e. – not the status rate) for the probationary period.

Any employee who posts for a job and then decides, of his own volition, to go back to his original job during the probationary period, will not be able to post for that job again for a period of twelve (12) months.

Upon completion of the probationary period, the employee must accept or decline the new position. If accepted, thereafter, the employee will advance to the next higher job (rate) as determined by the line of progression.

- ii) If a posting is unfilled, the most senior employee who does not hold a posting will be placed into the position.

The ability of the employee to decline this position as per article 15 section 3 (b) (i) does not apply in this circumstance.

- iii) An employee who is accepted for a job as a result of a posting for a vacancy and has started training will not be able to post to another position for a period of Twelve (12) months.
This item will only apply to line of progression postings or if the employee was not previously forced into a position.

- c) An employee may be “signed off” on a job for a bona fide reason(s). The number of employees permitted to “sign off” on a job shall be limited to the number that does not prevent proper training or promotion for the job(s) above it in the line of progression.

Sign offs are intended to be permanent. However either the Company or the employee may request a sign off to be reviewed if circumstances change. At least one year must pass before such a review can be requested. All sign off requests and requests for Review shall be in writing. All sign offs and rescinded sign offs must be approved by the Union and the Company.

An employee who is “signed off” a job in the line of progression shall not be entitled to assignment above the job rate signed off. If a sign off is reviewed and rescinded, the employee will be placed behind the employee(s) who has since by-passed him.

An employee who is signed off a job rate in a line of progression shall have no right to overtime at the signed off rate (or above) in that line of progression.

Section 4 – Curtailments:

- a) Curtailments

- i) In the event of a curtailment an employee in line of progression will revert down the line in the reverse order of promotion as indicated.
- ii) An employee without sufficient line of progression seniority to remain on any job in the line shall revert to a job in the plant which requires a minimum of experience.
- iii) An employee faced with a layoff shall displace a junior employee (plant seniority) on any job he can perform competently without endangering life and limb of other employees, property, and for which the employee has the necessary physical capabilities.

In the event of a disagreement arising out of the foregoing, the Plant Committee will meet to discuss the problems.

- iv) An employee reassigned as the result of a curtailment will not establish any other department or line of progression seniority, but will retain all seniority held at the time of the reassignment.
 - v) An employee reassigned as the result of a curtailment shall not be entitled to use his seniority to obtain a higher rated job.
 - vi) Laid-off employees will be recalled in order of plant seniority.
- b) Friday Curtailments

The Company and Union agree that during slow periods "Friday Curtailments" are preferable to layoffs. This will not limit the Company's ability to layoff employees.

It is further agreed that "Friday Curtailments" shall be handled in the following manner:

- i) When the Company anticipates a "Friday Curtailment" may be necessary, they will use their best efforts to post a sign up sheet on Monday of that week.

Any employee wishing to take the Friday off will show their intention by signing the sign up sheet.

An employee may, at their option, use any accumulated time off to cover lost wages incurred by taking a "Friday Curtailment".
- ii). Should the Company decide that some work will be performed on the "Friday Curtailment" day, then the senior (plant seniority) qualified employee(s) within the department who have not signed the sheet will perform the work.
- iii) If not enough qualified employees are available to perform the work on the "Friday Curtailment" day, then the balance of the crewing will be selected, by reverse seniority (plant seniority) within the department, of those qualified to perform the work, from the sign up sheet.
- iv) An employee will be deemed to be qualified as per their standing on the training matrix.

Section 5 - Temporary Transfer:

An employee temporarily transferred to another job will not establish any other department or line of progression seniority, but will retain all seniority held at the time of reassignment.

Section 6 – Layoffs:

The following rules will apply to employees, other than probationary, who are laid off due to a shortage of work.

- a) Laid off employees shall retain their seniority on the following basis:
 - i) An employee with less than one (1) year of continuous service shall retain seniority for nine (9) months from the date of layoff.
 - ii) An employee with one (1) or more years of continuous service shall retain seniority for eighteen (18) months from date of layoff plus one (1) additional month for each year of service up to an additional twenty-four (24) months.
- b) An employee who REQUESTS and receives his vacation pay for the current period of employment will be considered to have terminated his employment. Requests for current vacation pay will be in writing and signed by a member of the Union Plant Committee.
- c) Failure of an employee to report for work within one (1) week of notice to his last address reported to and received by the Personnel Department shall result in termination of his or her employment with the Company. Bona fide reason for failure to report shall not deprive an employee of his recall rights.
- d) Medical Services Plan of B.C., Extended Health, Dental, Group Life Insurance and A.D.& D. Continuance.
 - i) The above listed coverage for an employee laid off with more than three (3) months but less than one (1) year of service shall be continued at the employee's option for three (3) months from the end of the period

for which deductions have already been made. Benefit plans in existence will be reinstated upon his return to work.

- ii) The above listed coverage for an employee laid off with one (1) or more years shall be continued at the employee's option for six (6) months from the end of the period for which deductions have already been made. Benefit plans in existence will be reinstated upon his return to work.

Section 7:

Where a layoff results from a permanent partial plant closure or a temporary closure in excess of ninety (90) days, the Company will participate in a program of training or retraining for another job within the operations to facilitate the exercising of plant seniority, recognizing there will be limitation where special qualifications are required. Phasing in arrangements to implement the program will be discussed by the Company and Local Union and shall be concluded prior to the date of closure.

All layoffs which take place within one hundred and eighty (180) calendar days will be considered cumulative for the purposes of training.

ARTICLE 16 - JOB SECURITY

Section 1:

Objective

Any employee who loses his job directly or indirectly due to a management decision to permanently downsize or eliminate a department or job category, or through technological change, will be entitled to choose between rate protection or severance.

Technological Change

The Company and Union recognize that technological change, while necessary to the industry, may have an impact on employees. It is the purpose of the following provisions to assist employees in adjusting to the effects of such change.

Definition - Technological change, which term shall include automation, mechanization, and process change, means the introduction of equipment or material of a different nature or kind than that previously utilized, or changes in the operation that are directly related to the introduction of that equipment or material.

Job Category Elimination

In the event management decides to permanently discontinue a job category on the basis that management does not anticipate re-establishment of the job category within the foreseeable future, a permanent "Job Category Elimination" will be deemed to have occurred.

A job category is defined as a grouping of jobs with similar duties and the same wage rate. With the exception of a Bundler/Helper which crosses departments, job categories apply to the same machines in a department and more than one employee can work in the same job category. Job categories are shown in Article 31- Wage Schedule.

A job will be deemed to be eliminated on the earlier of the following:

- (a) When the Company gives notice that a job is eliminated.
- (b) When a machine is unbolted
- (c) When a machine sits idle for twelve (12) months.

Section 2 - Joint Committee:

A joint committee on automation will be established at the plant which shall consist of two (2) persons representing the Management and two (2) persons representing the Union. It shall be the functions of the committee to study the affects of mechanization, technological changes and automation on employment in the plant and to make such recommendations as are agreed upon to the Plant Manager, to ensure that the interests of the Company and the employees are fairly and effectively protected.

Section 3 – Notice:

The Company will advise the appropriate committee as soon as possible and in any case not less than ninety (90) days before the introduction thereof of job category elimination, of mechanization, technological changes, and/or automation

which the Company has decided to introduce and which will result in terminations or other significant changes in the employment status of employees.

The Company will advise the appropriate committee or committees as soon as possible and in any case not less than thirty (30) days before the expected date of the change of the anticipated time sequence of final installation and production start-up and the anticipated effect on the job status of individual employees.

The Company will advise the appropriate committee as soon as possible and in any case not less than 30 days before the permanent reduction of crewing of a machine

Section 4 – Seniority:

- a) In the event that it is necessary, crews will be reduced in accordance with ARTICLE 15 - SENIORITY of the agreement.

Technological Change

- b) An employee who is set back to a lower paid job because of mechanization, technological change or automation will receive his status rate at the time of the setback for a period of six (6) months, and for a further period of six (6) months he will be paid an adjusted rate which will be midway between his status rate at the time of the setback and the rate of his new regular job. At the end of this twelve (12) month period, the rate of his new regular job will apply.

However, such an employee will have the option of terminating his employment and accepting severance pay as outlined in Section 5 a) below, provided he exercises this option within the above referred to twelve (12) month period.

- c) An employee assigned to an equal or higher rated job because of mechanization, technological change or automation will have the option of terminating his employment and accepting severance pay as outlined in Section 5 a) below if the job should be proved to be unsuitable, provided he exercises his option within six (6) months of starting on the job.

In case of a dispute concerning suitability of the job, the employees may process a grievance.

Job Category Elimination

- d) An employee working on a job category at the time it is eliminated who is set back to a lower paid job will receive the rate of the job category eliminated for a period of six (6) months on the basis of the average percentage of the time spent on the job during the six (6) months immediately prior to its' elimination.
- e) Following the six (6) month period, he will receive an adjusted rate midway between the rate of the job category eliminated and the lower paid job category on which he is working for a further six (6) month period on the basis of the average percentage of time spent on the job category eliminated during the six (6) months immediately prior to its elimination. At the end of the twelve (12) month period, the employee will receive the rate of the job on which he works.
- f) However, an employee having one (1) or more years of continuous service, who is working on the job category eliminated at the time of its' elimination will have the option of terminating his employment and accepting severance pay, provided he exercises this option within a three (3) month period, as outlined in Section 5 a) below.
- g) An employee set back to a lower paid job directly because of application of seniority involved in Job Category Elimination at the time of the Job Category Elimination will be entitled to the benefits of 4 (d) and (e) above.
- h) If the job category eliminated should be re-established within one (1) year, an employee(s) who receives the benefits of 4 (d), (e), (f), and (g) above shall have the right to return to his former job with the seniority he would have held had the Job Category Elimination not occurred, unless he has since been terminated.
- i) An employee who elects not to return at the time the option is open to him will lose the right to return later with his seniority.

Permanent Reduction of Crewing on a Machine

- j) An employee set back to a lower paid job directly or indirectly due to managements decision to permanently reduce crewing on a machine, will then be entitled to the benefits of 4 (d) and (e) above.

Section 5 - Severance:

- a) An employee with one (1) or more years of continuous service for whom no job is available because of job category elimination, mechanization, technological changes or automation will, upon termination, receive a severance allowance calculated by the following method:

| Years of Employment | Weeks*/Year | % of Earnings |
|----------------------------|--------------------|----------------------|
| 1st (20) years | 2 | 4% |
| Subsequent years | 1 | 2% |
| Maximum severance | 52 weeks* | 2080 hours |

* Defined as 40 hours at straight time

- i) At the time of separation the employee shall have the option of receiving his severance allowance on termination, or he may elect to have his severance allowance held in abeyance for up to one (1) year from the date of termination. He may apply in writing at any time during the year, at which time the full severance allowance will be paid forthwith.
 - ii) Employees will have their welfare coverage continued for the current month plus two (2) additional months from their date of termination.
- b) Such employees for whom no employment is available will be given at least thirty (30) days notice of separation.
 - c) The process for offering severance is as follows:

Step 1

The person whose job is being eliminated will have the choice of rate protection or severance as per the Collective Agreement.

Step 2

Should the person referred to in Step 1 decline severance, then it will be offered to the most senior person on the layoff list on the day the person referred to in Step 1 leaves his position. If there is no one on layoff or he declines it, then the severance will be offered to the most junior person on the plant seniority list. If the junior person declines severance, then no further severance will be offered.

Step 3

Should the person referred to in Step 1 decline severance, then the person they bump will not be entitled to severance, unless they turn out to be one of the persons referred to in Step 2.

Section 6 – Training:

The Company agrees to participate in a program of training or retraining for another job within the operation for those employees who are displaced under the circumstances set forth in this section.

Section 7 - Total Plant Closure:

The provisions of this Article shall also apply to a total plant closure.

The Company will advise the Union Plant Committee as soon as possible and in any case not less than ninety (90) days prior to a planned plant closure. An employee terminated as a result of permanent planned closure of the plant shall be given a minimum of sixty (60) days notice of the closure.

Severance for total plant closure shall be two (2) weeks per year of service to a maximum of sixty (60) weeks.

Employees will have their welfare coverage continued for the current month plus two (2) additional months from their date of termination.

Section 8 – General:

In the event that downsizing occurs under the Job Security and Job Elimination articles of the collective agreement, the Company undertakes to discuss the application of the severance pay provisions with the Union.

ARTICLE 17 – CONTRACTING

1. The Company will not bring a contractor into the plant:

- (i) which directly results in the layoff of employees, or
- (ii) to do the job of employees on layoff, or
- (iii) to do the job of a displaced employee working outside his job category.

2. It is not the intent of the Company to replace its' regular workforce through the use of contract firms.

For clarity it is agreed that:

- (1) The changes which provide that it is not the intent of the Company to replace its' regular workforce through the use of contract firms will not set aside existing external work arrangements and practices.

ARTICLE 18 - BEREAVEMENT LEAVE

Section 1:

When death occurs to a member of a regular full time employee's immediate family, the employee will be granted an appropriate leave of absence and he shall be compensated at his status rate for hours lost from his regular schedule for a maximum of three (3) days. Such leave is not to be deferred nor used for any other purpose.

Section 2:

Members of the employee's immediate family are defined as the employee's spouse or common-law spouse, mother, father, brothers, sisters, children including step-children, mother-in-law, father-in-law, stepparent's grandparents and grandchildren, sons-in-law and daughters-in-law. One day will be granted for brothers-in-law and sisters-in-law.

Section 3:

Compensable hours under the terms of this Article will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.

ARTICLE 19 - JURY DUTY

Section 1:

Any regular full time employee who is required to report for Jury Selection, Jury Duty, Coroner's inquest or who is subpoenaed to serve as a witness in a court action, save and except actions involving the Company or Trade Unions unless subpoenaed by the Crown, on a day on when he would normally have worked will be reimbursed by the Company for the difference between the pay received in such duty and his status rate of pay for his regularly scheduled hours of work. It is understood that employees will be reimbursed by the Company for the difference between the pay received for such duty and his status rate of pay for his regularly scheduled hours of work in that week. The employee will be required to furnish proof of performing such service and such duty pay received.

Section 2:

Hours paid for such duty will be counted as hours worked for the purpose of qualifying for vacation and for recognized paid holidays but will not be counted as hours worked for the purpose of computing overtime.

ARTICLE 20 - SUPERVISORS

No supervisor or salaried person will perform work normally done by bargaining unit employees, unless such work is required for training and/or instructing employees to perform the task. Such occasions must be temporary in nature and must not result in the displacement, layoff or exclusion of employees

.ARTICLE 21 - SAFETY

Section 1:

It is agreed that the Company will give consideration to the safety and physical well being of every employee in every phase of every job. No other responsibility will take preference. No employee will have to work under unsafe working conditions or with unsafe equipment. Any unsafe working conditions should be reported to the supervisor immediately by an employee. Immediately following, the supervisor, the employee and his area safety representative should meet and discuss the matter reported.

If no satisfactory solution is arrived at, the matter should be reported to the production manager, who will then immediately meet with the employee and safety representative.

If all steps fail to produce a satisfactory solution, and an employee has reasonable cause to believe that an unsafe condition exists, the employee may refuse to work under such condition without being subject to discipline. The matter may then be taken up with the Workers Compensation Board.

It is further understood that all employees are obliged to abide by the safety rules established.

Section 2:

The Safety Committee, consisting of no less than three (3) members representing the Company and no less than three (3) members representing the Union shall be selected to deal with all questions of safety. Plant safety rules adopted by this committee shall be submitted to the Joint Plant Committee for review prior to being posted in the plant.

Area and/or department safety meetings shall be held at least once a month.

A procedure shall be adopted whereby all lost time injuries and "near miss" incidents will be thoroughly investigated by a joint committee and a written report issued.

Section 3:

It is agreed that a member of the Union Plant Committee, or an alternate designated by the Committee, will accompany Workers' Compensation Board inspectors on plant visits.

Section 4:

- a) The Company undertakes to provide, at no cost to the employee, the necessary safety equipment when required by W.C.B. regulations, or Company rules for the protection of the employees in the plant. It is understood this does not include work boots.
- b) All employees working in the Richmond corrugated plant, warehouses and yards will be required to wear CSA approved safety footwear. The Company shall reimburse each employee after completion of their probationary period, to a maximum of \$90.00, for the purchase of one (1) pair of safety footwear per contract year (July 1 to June 30). Employees may combine this allowance over two (2) contract years, in which case they would have an allowance equal to \$180.00.

Employees with proven special footwear requirements due to confirmed medical needs shall have the full cost of such footwear reimbursed under this policy.

Reimbursement will be included with pay cheques covering the pay period in which proof of purchase is submitted.

Section 5:

In the event of a fatal accident, the Joint Union-Management Safety Committee will request that an inquest be held by the coroner's office.

Section 6 – Joint Labour / Management Safety Conference

- a) A Joint Labour / Management Safety Conference of two (2) days will be held annually.
- b) It shall be the basic principle of this Conference to assist the delegates in the development of an effective safety program through the promotion and implementation of best practices for an effective safety program in each mill.

- c) To accomplish the implementation of an effective safety program in the mill, each Local Union shall have two (2) delegates in attendance at the safety conference. The two (2) delegates shall be compensated by their respective employer for any loss of wages. Travel and hotel expenses of the delegates shall not be paid by their respective employers.
- d) A senior management representative shall attend the conference. Senior company officials and representatives of Worksafe BC will be encouraged to attend. Additional delegates of either labour or management will be permitted to attend on an observer basis.
- e) The agenda shall address issues that will promote occupational health and safety in their respective workplaces. Agenda items shall be submitted to the respective representative no later than November 30th prior to the conference.
- f) The Planning Committee shall initially meet no later than one hundred and eighty (180) days prior to the established date of the conference and then schedule follow up meetings in accordance as required by the planning committee.
- g) The Planning Committee shall be comprised of the following members:
 - 1) One (1) Unifor Local Union member
 - 2) One (1) PPWC Local Union member
 - 3) One (1) Unifor representative from the Regional Office
 - 4) One (1) PPWC representative from the National Office
 - 5) One (1) Employer representative from the employer group
 - 6) One (1) Industry representative
 - 7) One (1) Conference Facilitator
- h) The Occupational Health and Safety Conference shall be funded on the basis of an industry contribution of three cents (\$.03) per employee per hour worked into a Jointly Trusteed Occupational Health and Safety Conference Fund.

The funding shall provide that when the monies in the Joint Trusteed Occupational Health and Safety Conference Fund reach Two Hundred Thousand Dollars (\$200,000.00), the funding will be discontinued until the fund has been reduced to Fifty Thousand Dollars (\$50,000.00).

The Jointly Trusteed Fund will be used for the payment of wage loss for Local Union planning committee attendees and conference expenses.

ARTICLE 22 - BULLETIN BOARDS

The Company agrees to supply an adequately enclosed official bulletin board for the use of the Union.

ARTICLE 23 - LEAVE OF ABSENCE

Section 1 - Union and Public Office:

The Company agrees that it is proper to grant leave to employees who have been elected or appointed to office in the Union, or who have been nominated, elected or appointed to federal, provincial, municipal, or aboriginal office. However, it is not the intention of the Company to grant lifetime leaves of absence.

An employee appointed or elected to full time office in his Union, or to federal, provincial, municipal, or aboriginal office shall be granted as much leave as is necessary during the term of such office.

Seniority shall accumulate during the period of an employee's leave of absence.

Section 2 - First Aid Certificate:

A first aid attendant authorized by the Company to attend classes for obtaining, renewing or upgrading a first aid ticket will be compensated for lost status rate earnings based on their regular work day.

Section 3:

Granting of leave is a matter between the employees and the plant management. The Company will consider length of service and will endeavour to arrange leave of absence to suit the employee's wishes. Employees with ten (10) or more

years of service will be given special consideration. A leave of absence for more than two (2) weeks will be confirmed in writing and the Union will be given a copy for their information only.

Section 4 - Parental Leave:

At the time of birth or adoption of a child, the employee shall be granted an appropriate leave of absence in accordance with the Employment Standards Act.

The Company will grant extended maternity leave without pay to female employees to a maximum of six (6) weeks in excess of that provided in the Employment Standards Act where there is a valid and documented medical reason applicable to the health or well being of the mother and/or child.

ARTICLE 24 - GENERAL PROVISIONS

Section 1:

- a) During a shift, if an employee is temporarily transferred to a higher rated job the higher rate of pay will apply for the actual time worked on the higher rated job.
- b) The Union and Company agree that a proactive approach to MSI prevention is in the benefit of all employees and commit to work through Standing Committee to develop and implement a Job Rotation Process that will not result in pay rate changes with formal implementation through an LOU.
- c) An employee temporarily transferred to a lower rated job during a shift shall retain the higher rate for the balance of the shift.
- d) In scheduling job assignments, the following rules shall apply:
 1. Assignments made before the start of the week will be made on the basis of the job seniority of all employees holding seniority on the job.
 2. Assignments made after the start of the week will be made on the basis of job seniority of all employees holding seniority on the job on which the vacancy occurs who are "on" the shift in which the vacancy occurs.
 3. Weekly shift assignments will be made in a manner providing at least one (1) employee capable of immediate promotion to each job, if possible.

Section 2:

If the Company:

- (a) introduces a new job classification that is not included in the list of job classification contained in article 31 of this agreement; or
- (b) makes significant change to the duties and responsibilities of an existing job classification; or
- (c) installs new machinery or equipment or makes significant changes to existing machinery or equipment, then

the Company will establish a temporary pay rate for the new or altered job classification, or for the operation of the new or significantly changed machinery or equipment.

The parties agree to observe the operation of the new or altered job classification, or the new or significantly altered machinery, for a period of 90 working days. The Joint Standing Committee will then negotiate to reach an agreement on a wage rate for the new or altered job classification, or for the operation of the new or significantly modified machinery or equipment.

The Company will provide all relevant information in its possession to the Union members on the Joint Standing Committee.

If the Joint Standing Committee is unable to reach agreement on a wage rate within 30 calendar days following the 90 day observation period, the issue may be referred by either party to the grievance and arbitration procedure starting at step three of the grievance procedure under Article 4.

Any agreement on the wage rate or any decision by an arbitrator on the wage rate, for the new or significantly altered job classification, or for the operation of the new or significantly modified equipment will be retroactive to the first day that the new or altered job classification, or the operation of the new or significantly modified equipment, came into effect. The parties agree that no downward adjustment will be made in any existing or temporary pay rate.

Section 3:

Consideration will be given to requests for leave of absence for employees transferred to a supervisory or staff position which removes him from the bargaining unit. Such leave of absence shall be for an accumulative period of three (3) months only, during which time the employee shall maintain his union membership. The check off procedure of union dues shall be maintained for this period. It shall be the employee's responsibility to ensure his seniority standing.

Section 4:

The provisions of this Agreement will be subject to applicable government legislation.

Section 5:

The wage schedule and any policy statements signed by both parties to this agreement shall form part of this agreement.

Section 6:

Every six (6) months the Union will receive an up-to-date plant and department and/or line progression seniority list. The Company will also provide the Union with the status rates for all employees on March 1st and September 1st of each year.

Section 7:

In case of injury on the job the employee will receive full pay for the shift, whether it is on his regular or overtime shift.

Section 8:

An employee, permanently and continuously on one of the jobs designated below may obtain coveralls from the specified area. He must sign a form agreeing to return the coveralls or be charged for them when he terminates.

Employees entitled to coveralls may obtain a pair of clean coveralls each week according to their size and clock number on surrender of the dirty pair.

Coveralls are not issued ordinarily to persons not on a "coverall" job. If coveralls are required for a temporary job, the supervisor will arrange for their issue. The employee is responsible for their return.

Designated Jobs:

All Trades, Engineers, Wet End Corrugator, Waxer Operators, Automatan Crews, Printing(Slotter and Operator), and Pallet Repair with spares available.

The company and union agree to work together to reduce costs associated with coveralls with other requests for coveralls to be referred to standing committee and considered on a case by case basis

Section 9:

All functions of management, unless expressly limited by this Agreement, are reserved to and vested exclusively with the Company.

Section 10:

It is agreed that for the following tradesmen, a yearly tool allowance of \$100.00 per calendar year will be granted. This allowance shall be reimbursed to the said tradesmen on or after the first day of January, each year and must be claimed, by submitting and expense form with accompanying receipts no later than the last day of December of that year. The tradesmen may also choose to roll over tool allowance to a maximum of 3 years which would provide a maximum tool allowance of \$300.00.

Trades to be included:

- Millwrights
- Millwright apprentices (2nd year and above)
- Electricians
- Electrical apprentices (2nd year and above)

In addition, should tools belonging to a tradesman be damaged or broken in the course of legitimate use of work done on company property, they shall be replaced at the company expense. The company may require evidence of the damage or breakage. Replacement shall be reimbursed to the tradesmen by submission of an expense report with accompanying receipt.

ARTICLE 25 - ENVIRONMENTAL PROTECTION

Section 1:

It is the responsibility of all employees to report immediately any situation which may directly or indirectly have an effect on the environment to their supervisor or in the absence of their supervisor a lead hand, and a Joint Health and Safety Committee member. In the event that the above are not available the employee must report the incident to the proper authorities.

Section 2:

All pertinent information and correspondence concerning a reported incident of environmental pollution or discharge which may affect the health and safety of employees will be provided to the Joint Health and Safety Committee.

ARTICLE 26 - HEALTH AND WELFARE

Section 1 – Compliance:

The company and union shall create a standing agenda item on Union/Company Standing Committee meetings to discuss items related to the operation of the Welfare Plan

- a) The Company will comply with the terms and conditions set forth in this Article and provide the coverage required.
- b) The Company will use its best efforts to provide coverage in accordance with its obligations set forth in the following tables. The Company's obligation and the welfare plan shall be subject to those exclusions generally accepted in group insurance plans, and conditions under which coverage and benefits may be subject to increased cost or to termination.

Section 2 - Coverage and Benefits:

a) Group Term Life Insurance

Effective July 1, 2011, the welfare plan will include group term life insurance coverage for all employees in the amount of ninety eight thousand five hundred dollars (\$98,500).

The company agrees with the union proposal to increase the Group Life and AD&D benefit levels in accordance with the percentage wage increases in 2014, 2015 and 2016 of the renewed labour agreement

Benefits will be payable as a result of death from any cause, on a twenty-four (24) hour coverage basis.”

b) Accidental Death or Dismemberment Insurance

Effective July 1, 2011, the welfare plan will include accidental death insurance coverage for all employees in the amount of ninety eight thousand five hundred dollars (\$98,500).

The company agrees with the union proposal to increase the Group Life and AD&D benefit levels in accordance with the percentage wage increases in 2014, 2015 and 2016 of the renewed labour agreement

In addition to the above group term life insurance coverage the welfare plan will include accidental death insurance as outlined on a twenty-four (24) hour coverage basis. Dismemberment insurance benefits of the welfare plan will be offered by the particular carrier involved; such coverage to be on a twenty-four (24) hour basis.

The accidental death and dismemberment policy will be amended by adding the following:

Under Schedule of Losses and Benefits:

| LOSS | PERCENTAGE OF AMOUNT INSURED |
|---|-------------------------------------|
| Quadriplegia (total paralysis of both upper and lower limbs) | 200% |
| Paraplegia (total paralysis of both lower limbs) | 200% |
| Hemiplegia (total paralysis of lower and upper limbs on one side of the body) | 200% |

c) The extended health benefit plan will also include the following coverage:

1. \$150.00 per person per calendar year for acupuncture.
2. \$350.00 per person per calendar year for clinical psychology.
3. \$100.00 per person per calendar year for speech therapy.
4. Physiotherapist and Massage Practitioner fees to include a maximum of \$300.00 per person per calendar year.
5. \$250.00 per person per calendar year for foot orthotics. Orthopaedic shoes provision to remain as per current Collective Agreement.
6. Hearing Aid coverage increased to the maximum benefit payable during a three year calendar year period is \$600.00 per permanent employee and child. Payment will be made for maintenance, batteries or recharging devices or other such accessories.
7. The lifetime maximum for any one individual will not exceed \$300,000, effective date of ratification of this agreement.

d) Non-Occupational Accident and Sickness Insurance

The welfare plan will include non-occupational accident and sickness insurance that will provide a benefit of sixty-two percent (62%) of the employee's regular job rate to the maximums in table "Weekly Indemnity Benefits". Benefits will be payable beginning with the first day of disability caused by non-occupational accident and beginning with the fourth day of disability caused by non-occupational sickness except that in those cases of non-occupational sickness which results in the claimant being hospitalized and in those cases where surgery is performed which necessitates loss of time from work, the said weekly indemnity benefits will be payable beginning with the first day of sickness. Benefits will be payable for a maximum of fifty-two (52) weeks during any one period of disability.

Benefit payment will not be made beyond age 65 and in all cases, will cease upon recovery. Where the employee recovers an amount from a liable third party for loss of income as a result of the same accident or illness, they must reimburse the Plan once they receive 100% of their loss. One hundred percent (100%) of their loss includes gross wages lost.

The premium structure for coverage of an employee over the age of 64 will be as follows:

| | |
|---------------------|-----------------------|
| First three months | 75% of Normal Premium |
| Second three months | 50% of Normal Premium |
| Third three months | 25% of Normal Premium |
| Last three months | No Premium |

The Company undertakes to amend the appropriate section of the insurance coverage contract with respect to the duration of pregnancy coverage.

The change will provide for coverage for medical complications to mother or unborn child during pregnancy to the extent that the present limit of fifteen (15) weeks coverage under the plan will be eliminated and the revision will provide for benefits to be paid for the period up to but not including the ten (10) weeks before delivery and the six (6) weeks after delivery, and for such periods beyond that time to a limit of fifty-two (52) weeks.

In other words, the weekly indemnity plan will pay benefits for such medical complications so that in combination with E.I. maternity benefits the employee will receive fifty-two (52) weeks of total benefits, if required.

e) Medical-Surgical Coverage

The welfare plan will include medical-surgical coverage as required by the B.C. Medical Commission.

The standard extended health benefits plan as provided by Medical Services Association as at April 1, 1981 will be implemented.

The coinsurance rate for hospitalization into the extended health benefit coverage to a maximum of \$8.50 per day.

i) Out-of-Province Travel Plan

The extended health benefits plans will include the following provisions:

To provide an out-of-province travel plan as follows, and undertake to amend the contract with the appropriate carrier to provide the same:

When in the opinion of the attending physician and attending specialist a medical procedure is required that is not available in B.C. and is one for which the Medical Services Plan of B.C. will accept financial responsibility, the cost of travel and accommodation to the limits specified below will be paid for by the plan. Where the attending physician specified that an attendant is required, the travel and accommodation expenses for such person will be paid to the limit specified.

The maximum limit under any one claim will be the return economy airfare or equivalent for patient and attendant, plus accommodation expenses up to a maximum of \$1,500. Receipts will be required and forwarded on the claim form prescribed by the carrier.

This benefit will not stack on top of or duplicate existing provisions under local medical travel benefit or government plans.

ii) Vision care for employees and dependants

As of July 1, 2013 vision care payment increases up to a maximum of \$400.00 in any consecutive 24 month period, for charges incurred relative to the purchase of lenses and frames or contact lenses, when prescribed by a person legally qualified to make such prescriptions, provided, however, that if the eyeglasses are for an employee for use while working in the plant, must be safety lenses and frames. It is agreed that this payment or any portion thereof, may also be applied to eye exam and laser surgery procedures.

f) Payment for Medical Forms and Specialist Reports Required by the Weekly indemnity and long term disability carriers.

The Company agrees to reimburse employees for the costs of medical forms and specialist reports when required by the WI and LTD carriers.

It is agreed that the Company will pay a maximum of \$30 for forms required by a general practitioner and \$100 for forms required by a specialist.

Section 3 - Waiting Period:

Medical, Dental, Term Life, and A.D. & D.

- a) M.S.P. and Extended Health benefits to be effective the first day of the month following the date of hire.
- b) Balance of benefits to be effective for all full time employees who are actively working on completion of ninety (90) days service.

Section 4 - Disputed Workers' Compensation Board Weekly Indemnity Claims:

If an employee covered by the welfare plan suffers a disability, payment for which is in dispute with the Workers' Compensation Board, weekly indemnity payments under the welfare plan will be paid retroactively as set forth in this exhibit if requested by the employee and provided he has been off work for at least two (2) weeks due to the disability without the Workers' Compensation Board having accepted the claim.

If the Workers' Compensation Board claim is subsequently established, the employee will then repay the weekly disability payment received to the appropriate fund or insurance company.

Section 5 - Mandatory Coverage:

Enrolment for coverage in all plans shall be a condition of employment.

Section 6 – Survivorship:

Where a surviving spouse and dependants of a deceased employee are not covered by such plans by reason of their own employment, the Company will extend the coverage under the Medical-Surgical Plan, the Extended Health Benefit Plan and the Dental Plan for a period of twelve (12) months, commencing on the first day of the month following the month in which the death occurs.

Section 7 - Table of Benefits:

| Maximum Weekly Indemnity Benefits Payable | |
|--|------------------------|
| Effective Date | Benefit Maximum |
| Date of Ratification | \$925/week |
| July 1, 2014 | \$925/week |
| July 1, 2015 | \$948/week |
| July 1, 2016 | \$976/week |

Note 1: The increases effective July 1, 2015 and July 1, 2016 being increased in accordance with the general wage increases effective on those dates.

Note 2: Income tax on weekly indemnity payments will be deducted by the insurance company at the rate of 20%.

Weekly Indemnity – Attempted Suicide

Weekly Indemnity Plan will provide for benefits for loss time as a result of attempted suicide under the Plan Provisions covering other mental illness. Coverage shall also include injury disability arising from attempted suicide.

Weekly Indemnity – Waiting Period

Only one (1) waiting period will be required for serious illnesses which require kidney dialysis, chemotherapy, radiation or other similar recurring treatments. This will provide benefits, after the initial waiting period, for any subsequent lost time.

Section 8 - Dental Care Plan Benefits:

a) Diagnostic Services:

All necessary procedures to assist the dentist in evaluating the existing conditions to determine the required dental treatment, including:

- Oral examinations
- Consultations
- X-rays (complete mouth x-rays will be covered only once in a three-year period)

b) Preventative Services:

All necessary procedures to prevent the occurrence of oral disease, including:

- Cleaning and scaling
- Topical application of fluoride
- Space maintainers

c) Surgical Services:

All necessary procedures for extractions and other surgical procedures normally performed by a dentist.

d) Restorative Services:

All necessary procedures for filling teeth with amalgam, synthetic porcelain, and stainless steel crowns. Gold inlays or onlays will be provided as a filling material only when teeth, in the professional opinion of a dentist, cannot be restored with any of the above materials. Gold foil will be provided only in cases of repair to pre-existing gold restorations.

e) Prosthetic Repairs:

All necessary procedures required to repair and reline fixed or removable appliances.

f) Endontics:

All necessary procedures required for pulpal therapy and root canal fillings.

g) Periodontics:

All necessary procedures for the treatment of tissues supporting the teeth.

h) Prosthetic Appliances & Crown & Bridge Procedures

Subject to 50% coinsurance.

- i) Crowns and bridges
- ii) Partial and/or complete dentures but not more than once in five years. Dentures lost, broken or stolen will not be replaced.

i) Orthodontics

Subject to 50% coinsurance.

The services of a certified orthodontist registered as such by the College of Dental Surgeons of British Columbia, only after the patient has been covered continuously for twelve (12) months.

Appliances lost, broken or stolen will not be replaced.

These services are available for the employee, the employee's spouse and dependent children. However, dependent children will be covered up to their 19th birthday only.

The maximum lifetime benefit increases is \$4,000.00 per person for all services provided by an orthodontist.

Note: All increases to Health and Welfare Benefits shall take place on the date of ratification unless otherwise specified.

Dental Coinsurance

Benefits a) to g) will provide reimbursement of 90% of eligible expenses per calendar year. Benefits (h) and (i) will be subject to 50% coinsurance.

Dental Services Not Covered

- a) Congenital malformations
- b) Cosmetic surgery or dentistry for purely cosmetic reasons
- c) Services for treatment in process on the effective date of coverage
- d) Charges for broken appointments
- e) Services which are provided by the overall Medical Services Plan of British Columbia, the Workers' Compensation Board, etc.
- f) Third party liability

How The Dental Plan Works

- a) To qualify for the Dental Care Plan, the group must enrol a MINIMUM of 25 members or 75% of the eligible persons, whichever is the LARGER FIGURE.
- b) There will be NO DEDUCTIBLE.
- c) There will be NO pre-treatment forms required.
- d) Under the plan the percentage of payment will be as shown in the section "Coinsurance" and will be based on the British Columbia College Schedule of Fee Allowances.
- e) Coverage will cease on an employee's termination date.

Section 9 - Long-Term Disability Plan:

i. Eligibility:

- a) Hourly employees who are working full time for pay. Minimum hours worked no less than 30/week.
- b) Coverage to commence after ninety (90) days of service.
- c) Enrolment in the plan to be compulsory.
- d) Must be actively at work, full time and for full pay on date coverage commences.
- e) With respect to employees who are actively at work and who have completed ninety (90) days of employment as well as employees who are in receipt of either weekly indemnity or long term disability benefits from former weekly indemnity or long term disability plans, coverage will commence on the date the plan is implemented.

ii. Level of Benefit:

50% of regular weekly earnings calculated at 40 times the disabled employee's status rate at the date of onset of disability, plus any negotiated increases to that status rate which would take place during the elimination period.

An employee who is under 60 years will have his/her future disability benefit recalculated by applying the contractual wage increases that were applied in each year, during the period of their disability, to their long term disability benefit.

The recalculated weekly benefit when combined with all other disability income to which the disabled employee is receiving will not exceed 80% of 40 hours multiplied by the regular rate in effect at the time of the recalculation.

iii. Elimination Period:

Benefits commence after the employee has been totally and continuously disabled for 52 weeks or has exhausted his weekly indemnity benefits, whichever occurs last.

iv. Maximum Duration of L.T.D. Benefit Payments

There will be a minimum of sixty (60) months of benefit payment for persons with 60 or less months of service. Additional benefits will be paid on the basis of one (1) month for each two months of continuous service beyond the sixty (60) months service with the Company up to the date of onset of disability. In any event, benefit payment will not be paid beyond age 65 and in all cases, will cease on recovery.

Section 4 - will apply to those individuals who are currently receiving L.T.D. benefits as well as to those individuals who qualify for L.T.D. benefits after September 1, 1981.

Those who are now either on W.I. or L.T.D. and continue to be disabled will continue to receive L.T.D. until they reach age 60 (or sometime later should their service carry them further but no longer than age 65). At that point, they could elect to either retire early or go on disability pension benefit until age 65, at which time they would retire.

For new claims that commence after September 1, 1988, the individual would stay on L.T.D. to age 60 (or sometime later as a result of their service but no longer than age 65). At that point, when he runs out of L.T.D. benefit, he would retire.

For employees who commence receipt of disability benefits under the L.T.D. plan on or after September 1, 1988, the premium waiver provisions for group life will end at the earlier date of retirement, age 65 or termination of L.T.D. disability benefits.

v. Definition of Total Disability

- a) The disabled employee's inability to perform the duties of his own occupation for the first eighteen months of L.T.D. disability payments and thereafter his inability to perform the duties of any occupation for which he is qualified by education, training or experience.
- b) During a period of disability the disabled employee must be under the regular care and attention of a medical doctor, or in cases of disability arising from a mental or nervous condition, a psychiatrist.

vi. Integration With Other Disability Income

- a) The benefit from this plan combined with all other disability income to which the disabled employee is entitled will not exceed eighty percent (80%) of the disabled employee's basic wage at date of disability.

All other disability income will include: C.P.P./Q.P.P. primary disability pension benefits, Workers' Compensation, disability income from a group or association plan, disability income arising out of any law or legislation, and wage continuation or pension plan of any employer including the Pulp & Paper Industry Pension Plan. Private or individual disability plan benefits of the disabled employee will not reduce the benefit from this plan.

- b) Increases in C.P.P. /Q.P.P. disability pensions or Workers' Compensation disability pensions that result from increases in the Canadian Consumer Price Index and which occur after the date of disability payments from this plan commence will not further reduce the benefits from this plan.

vii. Rehabilitative Employment

- a) During a period of total disability under this plan, a disabled employee may engage in rehabilitative employment in which case the benefit from this plan will be reduced by fifty percent (50%) of the employee's rehabilitative employment income that exceeds \$50 per month. The benefit from this plan will be further reduced by the amount that remuneration from rehabilitative employment plus the benefit from the L.T.D. plan exceeds seventy-five percent (75%) of the employee's basic wage at date of disability.
- b) Rehabilitative employment shall mean any occupation or employment for wage or profit or any course or training that entitled the disabled employee to an allowance, provided such rehabilitative employment has the approval of the employee and his doctor in consultation with the insurance carrier.
- c) Rehabilitative employment will be deemed to continue until such time as the employee's earnings from rehabilitative employment exceed seventy-five percent (75%) of his straight time earnings at date of disability but in no event for more than twenty-four (24) months from the date rehabilitative employment commences.

viii. Exclusions

Disabilities resulting from the following are not covered:

- a) War, insurrection, rebellion or service in the armed forces of any country.
- b) Participation in a riot or civil commotion.
- c) Intentionally self-inflicted injuries.
- d) Pregnancy, childbirth, miscarriage or abortion. Severe complications following termination of pregnancy, will, however, be covered.

ix. Pre-existing Conditions

To be applicable to employees hired after the effective date of the plan. A disability that results from an accident, illness, mental or nervous disorder for which the employee received treatment or medical supplies within the ninety (90) day period prior to joining the plan will not be covered unless the employee has completed twelve (12) consecutive months of employment during which he was not absent from work from the aforementioned accident, sickness or mental disorder.

x. Successive Disabilities

- a) A subsequent disability that is related to a previous disability and occurs within six (6) months of an employee's return to work will be considered a continuation of the previous L.T.D. disability and the employee will be eligible to receive benefits without the necessity of completing another elimination period.

xi. Terminations

Coverage will cease:

- a) On termination of employment.
- b) On a date fifty-two (52) weeks prior to an employee's sixty-fifth (65) birth date.
- c) On the date leave of absence commences, except as provided for in the collective agreement.

- d) On the date an employee is laid off. In the event an employee becomes totally disabled while covered by this plan under the provision, the elimination period will commence on the date such an employee is scheduled to return to active full time employment.

xii. Contributions

- a) Cost to be shared seventy percent (70%) by employer and thirty percent (30%) by employee.
- b) Contributions are to be waived when an employee is in receipt of L.T.D. payments.

xiii. Conditions For Implementing the Plan

- a) The Long Term Disability Plan is payment in kind of the employee's share of the reduction in the employment insurance premium resulting from the qualification of the weekly indemnity plan under the unemployment insurance regulations. The full E.I. premium reduction including the employee 5/12 share will be retained by the employer.
- b) When an employee becomes totally disabled under this plan they shall have the option of taking all outstanding earned time off with pay, such as vacations, supplementary vacations, statutory holidays and any portion of banked overtime.

Upon commencement of L.T.D. benefits, all terms and conditions of the collective agreement will become inoperative except where provided for in Section xiii c), ii), iii) and iv) of this plan summary.

- c) The following will also pertain:
 - i) Negotiated wage increases or subsequent increases in plan benefits will not affect employees on L.T.D. benefits.
 - ii) Employees in receipt of L.T.D. benefits from this plan will continue to accrue credit under the Pulp and Paper Industry Pension Plan, provided such employees are not in receipt of a disability pension under the Pulp and Paper Industry Pension Plan.
 - iii) Employees in receipt of disability payments from this plan will continue to be covered under his employer's medical, extended health and dental plans. Coverage under the employer's group life and A.D. & D. plans will also continue in accordance with the conditions of those plans.
 - iv) An employee returning to work from an L.T.D. claim will return to a job that his seniority, qualifications and ability to perform the work properly entitle him to.
 - v) Active claims as referred to in Section 5 of ARTICLE 26 - HEALTH AND WELFARE, will be defined as that period of time during which an employee is in receipt of W.I. payments only.

Section 10 - Change in Benefits:

In the case of an employee who is on active claim arising from a disability which occurred before a negotiated change in benefits and which continues thereafter, the said employee shall, as from the effective date of the negotiated change be paid the changed weekly indemnity benefit, be covered for the changed group term life insurance and accidental death and dismemberment insurance, and make the changed contributions.

Section 11 - Coverage during Leave of Absence:

The following coverage will be provided up to a total of three (3) months in any one calendar year:

- i) The welfare plan for employees on authorized leave on Union business.
- ii) Group term life insurance, accidental death and dismemberment insurance, medical-surgical, E.H.B. and dental plan coverage for employees on authorized leave of absence for extended vacation purposes.

It is agreed that an employee's common-law spouse and children who are dependent upon the employee will be recognized with respect to the welfare plan.

Section 12 - Dispute Resolution:

No dispute arising out of the operation, administration or interpretations of any coverage contract between the Company and the carrier shall be subject to the Adjustment of Complaints procedure of the Labour Agreement. Any such dispute shall be adjudicated under the terms of the following Dispute Resolution process. The parties agree to adopt the same dispute resolution mechanism that is agreed to as part of the Fletcher Challenge Pattern settlement agreement.

1. Where the insurance carrier has denied an employee Weekly Indemnity or Long Term Disability benefits, the issue shall be referred to a Joint Union-Management Committee. To assist in the appeal of the denial of benefits, in addition to a standard Weekly Indemnity or Long Term Disability claim form from the employee's physician, the Employer shall, within seven days, confirm the following documentation has been forwarded to the carrier (with copies to the Union committee).

- a) A complete job description.
- b) A physical demands analysis which indicates in detail the demands of the particular occupation.

From these documents an evaluation is made to identify the essential and peripheral elements of the particular occupation. With input from the Employer, these evaluations will ensure an appropriate identification of the key or essential elements of a particular occupation.

2. In the event the employee's claim is further denied and the employee wishes to further appeal the decision of the carrier, the claimant may, within fourteen days, refer the denial of benefit to the Joint Union-Management Committee.

If the Committee is unable to resolve the disputed claim, the issue will, within fourteen days, be referred to a third party for resolution.

3. The mutually agreed upon third party shall have the right to review the claim file, require further examinations or testing of the claimant by a specialist. Costs incurred for medical examination or specialist testing shall be borne by the carrier. The costs of the third party shall be borne equally by the Union and the Employer.
4. The third party will endeavour to complete the assessment and reach a decision on the issue under appeal within fourteen days of referral.
5. The decision of the third party shall be binding upon the parties and the carrier.

Section 13 - Cost Sharing:

M.S.P., extended health, group term, A.D. & D., and dental plan:
Company 100% Employee 0%

Weekly indemnity, and long term disability:
Company 70% Employee 30%

See Letter of Understanding #3 for employee participation benefit costs.

ARTICLE 27 - PENSIONS

- a) The Plan

The Company agrees to be a member of the B.C. Pulp and Paper Industry Pension Plan, to abide by terms, conditions, and rules of the plan, and to make necessary contributions as required by the trustees of the plan.

The Company agrees to the revised governance of the plan as proposed below:

- 3 Trustees appointed by the member employers
- 3 Trustees elected or appointed by the Unifor
- 3 Trustees elected or appointed by the PPWC

The contribution levels will be as follows:

Employer 10% Employee 8%

- b) Bridging

The Company shall provide employees with a pension bridge annuity of twenty dollars (\$20.00) per month per year of service at age sixty (60) or older who retire prior to attaining age sixty-five (65). The pension bridge benefit will not be payable beyond age sixty-five. The calculation of the pension bridge benefit shall be credited on the same basis as under the terms and conditions of the Pulp and Paper Industry Pension Plan.

An employee who chooses to retire at age fifty-five (55) or later shall have access to the bridging benefit paid by the Company when they reach age sixty (60)."

c) Retiree Health Care Coverage

Employees retiring during the term of this agreement will be entitled to coverage under the basic MSP plan and EHP Retiree Plan. Coverage is for the retiree and their dependents. The premiums for this coverage will be paid by the Company for the life of the retiree only.

ARTICLE 28 - REQUEST FOR MODIFIED WORK

Following a serious illness or accident, an employee may request special consideration for modified work.

1. A request for modified work shall be submitted to the Human Resources Manager.
2. The request shall be substantiated by a physician's certificate.
3. The request will be discussed by the Human Resources Manager and the Union Plant Committee.
4. Requests which are granted shall not normally exceed thirty (30) days. However, extensions of substantiated requests are not precluded.

Where an employee is to perform modified work under the terms and conditions of the Workers' Compensation Board, the Union Plant Committee will be informed of the situation before the employee resumes work.

ARTICLE 29 - APPRENTICESHIP TRAINING PROGRAM

1. The purpose of the program is to provide tradesmen of the highest calibre.

2. General Principles

The minimum period of apprenticeship training will be four years.

3. All provisions of the labour agreement in effect at the plant shall be applicable to apprentices in the program.
4. Apprentices hired with previous training may be placed into the training program at a level determined by the joint apprenticeship committee, with advice from the apprenticeship branch.
5. Under this program, apprentices will receive the rates listed in ARTICLE 31 - WAGE SCHEDULE, during the term of the labour agreement:

- 1st year apprentice
- 2nd year apprentice
- 3rd year apprentice
- 4th year apprentice
- Journeyman 5th year apprentice

Progressing through the schedule of rates is subject to successful completion of prescribed theoretical training, practical training and tests. The rates listed in ARTICLE 31 - WAGE SCHEDULE apply on date of qualification or as otherwise provided for in item 9.

6. Joint Union-Management Apprenticeship Committee

This committee will be comprised of two Union and two Management representatives.

The purpose of this committee will be to develop and supervise the procedures required to carry out the intent of the program as agreed to. The committee will also carry out the following duties:

- a) The Company to establish in-plant training program to support the training syllabus as developed by the Apprenticeship Branch of the Department of Labour for each trade involved. Supervision of the established program shall be the responsibility of the Joint Committee.
- b) Set standards for entry into the apprenticeship program that are not inconsistent with the standards recommended by the Apprenticeship Branch.
- c) Carry out periodic reviews of training programs.

- d) See that the required practical tests are carried out in cooperation with the apprenticeship branch.
- e) Determine the tool requirements by years of training.
- f) Joint committee to review any case of lost time from the program because of sickness, accident, etc. and to determine the amount of additional time necessary before an employee meets his requirement of time served.

7. Entry to Program - New Apprentices

Entrance to the program without any previous training of any kind will in all cases be subject to the applicant meeting the standards required or acceptance, established by the Company and the Apprenticeship Branch. The Company will inform the Joint Union-Management Apprenticeship Committee of such standards as tests and scores required for acceptance, and of any subsequent changes in those standards, and be given opportunity to review an employee's test results, if requested by the employee.

- 8. Upon completion of each period of training in an approved vocational school, an apprentice will be required to pass examinations set by the Apprenticeship Branch. Practical examinations shall be confined to the area of training received. In the event of failure to pass examinations, the apprentice shall be required to undergo a period of retraining on the subject material specified by the Apprenticeship Branch authorities and will be required to be re-examined within twelve months.

Failure to pass the second examination will result in a review of his position by the Joint Apprenticeship Committee and could result in his removal from the program. Employees who are removed from the program will be offered an entry job in keeping with their plant seniority.

9. Schedule for Training of Apprentices

- a) Successful applicants will be a probationary for a two-month period. During the probationary period he shall be paid at the 1st year apprentice rate. The Joint Apprenticeship Committee will decide at the end of the 2 months if the applicant should enter the Apprenticeship Training Program. In case of a disagreement, management will make the final decision.
- b) On successful completion of the probationary period, applicants must agree to enter the Apprenticeship Training Program and progress to full Journeyman qualification. The applicant shall be reclassified and paid the first year apprentice rate for the following ten months. During these twelve months as a first year apprentice, he shall work eleven months at the trade and spend one month at vocational school.
- c) On successful completion of the first period of training at the vocational school and having spent twelve months as a first year apprentice, he shall be reclassified and paid the second year apprentice rate for the following twelve months. During these twelve months as a second year apprentice he shall work eleven months at the trade and spend one month at the vocational school.
- d) On successful completion of the second period of training at the vocational school and having spent twelve months as a second year apprentice, he shall be reclassified and paid the third year apprentice rate for the following twelve months. During these twelve months as a third year apprentice he shall work eleven months at the trade and spend one month at the vocational school.
- e) On successful completion of the third period of training at the vocational school and having spent twelve months as a third year apprentice, he shall be reclassified and paid the fourth year apprentice rate for the following twelve months. During these twelve months as a fourth year apprentice he shall work eleven months at the trade and spend one month at the vocational school. On completion of the final period at the vocational school, the fourth year apprentice shall write his final examination set by the Apprenticeship Branch. Upon the successful completion of his term of apprenticeship, the receipt of his certificate of apprenticeship, issued by the provincial apprenticeship committee, the apprentice shall be designated as a certified "A" mechanic at the regular hourly rate for "A" mechanics.
- f) If any of the aforementioned eleven month work periods are exceeded due to the unavailability of vocational school facilities, such extra time will be credited to the apprentice in succeeding training requirements. Also, the apprentice's rates shall be adjusted retroactively to the commencement of the scheduled year providing he successfully passes the examination. Retroactivity will not apply where retesting is necessary.

- 10. Wherever reference is made to a year (or twelve months) as an apprentice, it shall mean a period of not less than 1600 hours, the said period to include time spent at the vocational school.

- 11. a) While attending an approved vocational school, the apprentice will receive from the appropriate government authorities' allowances and school expenses in accordance with the government's schedule of grants pertaining to apprenticeship training. In addition, the employee shall receive from his employer an allowance comprised of

the difference between his status rate, based on a forty hour week, and the weekly living allowance granted by the appropriate government authorities. Allowances provided by the employer shall not apply to any periods of retraining as specified in item 8.

- b) The Company will reimburse the apprentice the cost of the books specified by the Apprenticeship Branch. The apprentice may keep the books as his personal property.
- c) On successful completion of the required period of vocational school, the Company will reimburse out-of-town expenses to a maximum of two (2) hours pay per day at the first year apprentice rate on a seven (7) day basis while in attendance at school. This reimbursement will also apply to steam plant personnel.

It will be paid after the employee's return to work and when verification of vocational school attendance is received from the appropriate agency.

12. General

- a) The Company agrees to develop and provide a program of on-the-job training for apprentices in each trade, which shall include doing jobs of gradually increasing skills consistent with the apprentice's training and ability.
- b) Apprentices will be required to acquire and build a kit of tools progressively throughout the program as specified by the Apprenticeship Branch and the Joint Union-Management Apprenticeship Committee.
- c) Where a permanent vacancy occurs in the trades outlined in paragraph 2 of this exhibit, it shall be filled by plant posting with the following exception:

No employee who makes application meets the entry qualifications of the training program.

- d) When the company is considering hiring a journeyman tradesman the matter will be discussed with the Union Plant Committee and their recommendation will be considered.
- e) An apprentice does not accrue any department seniority until after their apprenticeship is completed, but once completed their department seniority will be backdated to the date they started their apprenticeship. Should an apprentice spend any time outside the department, this time will not count towards their department seniority when it is granted after the apprenticeship is finished.

13. Selection Criteria for Applicants

The selection criteria are listed below:

- Achieve a minimum test standard identified for the desired trade (test score and mechanical aptitude assessment)
- Previous related job experience
- Level of education (applicants must have a minimum of Grade 12 with math 11)
- Hobbies related to the trade
- A work record acceptable to the Company in the areas of attitude, safety, past work performance and attendance
- Interview by the Joint Apprenticeship Committee
- Seniority

The Company can ask the joint union/management committee to review the above criteria at any time.

The apprenticeship position is considered to be an opportunity earned by qualification rather than a right of seniority. Amongst acceptable candidates, the most senior candidate will be chosen when qualifying factors are deemed equal.

Here are the points (maximum 53 points) attributed to each criteria, following passing of exams:

Achieve a minimum of 70% at each test (2 company tests)

A maximum of 5 points per test

70-80% = 3 points

80-90% = 4 points

90% + = 5 points

Previous related job experience; A maximum of 10 points

Level of education (applicants must have a minimum of Grade 12 with math 11)

A maximum of 5 points

High School = 1 point

Unrelated post secondary = 3 points

Related post secondary = 5 points

Hobbies related to the trade; A maximum of 3 points

A work record acceptable to the Company in the areas of attitude, safety, past work performance and attendance; A maximum of 5 points

Interview with the Joint Committee (Production Manager and HR Manager, as a minimum); A maximum of 10 points

Seniority; 10 points ($\frac{2}{3}$ of a point per year of service to a maximum of 15 years)

ARTICLE 30 - TERM OF AGREEMENT AND CHANGES IN AGREEMENT

Section 1 - Term of Agreement:

This agreement shall be in effect from midnight June 30, 2012 to midnight June 30, 2017 and thereafter from year to year, subject to the conditions set out in Sections 2 to 5 , which follow hereunder.

Section 2 - Labour Code of British Columbia Act:

The parties agree that the operation of Section 50 (2) of the Labour Code and amendments thereto are excluded from this agreement and do not apply during the term hereof.

Section 3 - Notice of Re-opening:

This agreement may be opened for collective bargaining as to changes as follows:

Either party desiring any changes shall mail to the other party notice in writing, by registered mail, on or after March 1, 2017, but in any event not later than midnight June 30, 2017, that a change is desired, and if no such notice is given by either party on or after the said March 1 and before the said June 30, the earliest time at which such notice may be given by either party is the corresponding period in the following year.

All notices given under the provisions herein on behalf of the Union shall be given by the president of the Union (or his representative) and similarly notices on behalf of the Company shall be given by the president of the Company (or his representative).

Section 4 - Collective Bargaining:

If notice of desire for changes has been given in accordance with Section 3 above, the parties shall, as soon as agreeable to the parties following such date of notice, meet for collective bargaining, the Company being represented by a bargaining committee appointed by the Company, and the Union being represented by a bargaining committee selected by the Union. Any agreement on changes arrived at and approved in such negotiations shall be binding upon the parties to the agreement.

Section 5 – Termination:

In case negotiations conducted in accordance with Section 4 above break down, either party may terminate this agreement by notifying the other party in writing mailed by registered mail in conformance with the Labour Code.

ARTICLE 31 - WAGE SCHEDULE

| JOB CATEGORY | 1-Jul-12 | 1-Jul-13 | 1-Jul-14 | 1-Jul-15 | 1-Jul-16 |
|---------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| CORRUGATOR | | | | | |
| Operator | | | \$33.21 | \$34.04 | \$35.06 |
| Knifeman | | | \$32.20 | \$33.01 | \$34.00 |
| Double Backer/Roll Tender | | | \$30.05 | \$30.80 | \$31.72 |
| Sr. Offbearer Setup Man | | | \$29.49 | \$30.23 | \$31.14 |
| Offbearer | | | \$28.53 | \$29.24 | \$30.12 |
| | | | | | |
| DIE ROOM | | | | | |
| Lead Hand | | | \$34.76 | \$35.63 | \$36.70 |
| Senior Die Technician | | | \$33.71 | \$34.55 | \$35.59 |
| Junior Die Technician | | | \$33.71 | \$34.55 | \$35.59 |
| | | | | | |
| FLEXO | | | | | |
| Operator | | | \$33.21 | \$34.04 | \$35.06 |
| Slotter | | | \$29.80 | \$30.55 | \$31.47 |
| Palletizer | | | \$28.68 | \$29.40 | \$30.28 |
| | | | | | |
| WARD | | | | | |
| Operator | | | \$33.21 | \$34.04 | \$35.06 |
| Slotter | | | \$29.80 | \$30.55 | \$31.47 |
| | | | | | |
| BOBST | | | | | |
| Operator | | | \$32.54 | \$33.35 | \$34.35 |
| Senior Asst. Operator | | | \$31.16 | \$31.94 | \$32.90 |
| Asst. Operator | | | \$29.23 | \$29.96 | \$30.86 |
| | | | | | |
| AUTOMATAN | | | | | |
| Operator | | | \$31.16 | \$31.94 | \$32.90 |
| Feeder | | | \$29.23 | \$29.96 | \$30.86 |
| | | | | | |
| GLUER | | | | | |
| Operator | | | \$31.16 | \$31.94 | \$32.90 |
| Feeder | | | \$29.23 | \$29.96 | \$30.86 |
| | | | | | |
| WAXER | | | | | |
| Operator | | | \$31.16 | \$31.94 | \$32.90 |
| Relief Operator | | | \$29.23 | \$29.96 | \$30.86 |
| | | | | | |
| MATERIAL HANDLING | | | | | |
| Shipper | | | \$32.92 | \$33.74 | \$34.75 |
| Clamp Driver | | | \$31.90 | \$32.70 | \$33.68 |
| Checker Driver | | | \$30.56 | \$31.32 | \$32.26 |

| JOB CATEGORY | 1-Jul-12 | 1-Jul-13 | 1-Jul-14 | 1-Jul-15 | 1-Jul-16 |
|-----------------------------|----------|----------|----------|----------|----------|
| Jeep Driver | | | \$29.49 | \$30.23 | \$31.14 |
| | | | | | |
| STRAPPER | | | | | |
| Operator | | | \$29.26 | \$29.99 | \$30.89 |
| | | | | | |
| UTILITY | | | | | |
| Waste Controller with Jeep | | | \$29.49 | \$30.23 | \$31.14 |
| Pallet Repair with Jeep | | | \$29.49 | \$30.23 | \$31.14 |
| | | | | | |
| STARCH/BOILER | | | | | |
| Steam Eng. 3 (Chief) | | | \$37.19 | \$38.12 | \$39.26 |
| Steam Eng. 4. | | | \$35.06 | \$35.94 | \$37.02 |
| | | | | | |
| MAINTENANCE | | | | | |
| Maintenance Lead Hand | | | \$39.85 | \$40.85 | \$42.08 |
| Mechanic | | | \$37.94 | \$38.89 | \$40.06 |
| Senior Electrician | | | \$39.61 | \$40.60 | \$41.82 |
| General Electrician | | | \$37.97 | \$38.92 | \$40.09 |
| | | | | | |
| GENERAL PLANT | | | | | |
| Bundler/Helper on Machine | | | \$28.27 | \$28.98 | \$29.85 |
| | | | | | |
| | | | | | |
| | | | | | |
| ADDITIONAL PAY RATES | | | | | |
| | | | | | |
| Base Rate - General Utility | | | \$28.09 | \$28.79 | \$29.65 |
| Waste Controller | | | \$28.53 | \$29.24 | \$30.12 |
| 4th Year Mtce. Apprentice | | | \$35.26 | \$36.14 | \$37.22 |
| 3rd Year Mtce. Apprentice | | | \$32.46 | \$33.27 | \$34.27 |
| 2nd Year Mtce. Apprentice | | | \$31.11 | \$31.89 | \$32.85 |
| 1st Year Mtce. Apprentice | | | \$30.61 | \$31.38 | \$32.32 |

Wage Increases:

- a) Upon the date of ratification a lump sum payment of \$3750.00 for all active permanent employees with a \$500.00 payment for Students.
- b) Effective January 1, 2014, a lump sum payment of \$950.00 for all active employees.
- c) Effective July 1, 2014, a lump sum of \$950.00 will accompany a general wage increase of 2%.
- d) Effective January 1, 2015, a lump sum of \$950.00.
- e) Effective July 1, 2015, a lump sum of \$900.00 will accompany a general wage increase of 2.5%.
- f) Effective July 1, 2016, a general wage increase of 3.0%.
- g) Employees will have the option of directing the lump sum payments under (a) thru (f) above into a tax free savings account or RRSP of their choice.

Note: Lump sum payments payable as a result of this agreement will only be paid to person who were on the payroll at the time of ratification and who are active employees at time of payment with the exception of retirees.

Employees who are retiring will be paid the balance of outstanding lump sum payments stipulated by this agreement upon their actual retirement.

h) Student Rate

- i. Employees who are hired as students after the ratification of this contract will be paid 70% of the rate of the position being performed. This will be placed in an amended LOU #1 upon ratification.
- ii. This rate change will not affect student employees hired prior to ratification of this agreement.

Section 1:

Effective as shown above, the preceding job categories and hourly rates will apply:

Section 2 - First Aid:

The following certificate bonus will be paid in addition to an employee's regular or overtime job rate when the individual is actually carrying the responsibility for first aid.

Level 3 Certificate - \$.85 per hour
Level 2 Certificate - \$.55 per hour
Level 1 Certificate - \$.45 per hour

Section 3 - Training Rates:

- a) All employees hired after the date of ratification of this collective agreement will be paid at the following Training Wage Rate:

| Training Wage Rate | Time From Date of Hire |
|--------------------|---|
| 0-6 Months | 70% of the rate of job position being performed |
| 7-12 Months | 80% of the rate of job position being performed |
| 13-18 Months | 90% of the rate of job position being performed |
| 19-24 Months | 95% of the rate of job position being performed |

Note: As a result of this change Article 15 Section 1(c) will be deleted. This training wage will not apply to Tradesmen and Steam Engineers positions

A trainee who is "double banked" will continue to receive his previous job rate for such duration. The new job rate will apply when he takes responsibility for the job.

Section 4 - Plant Emergency Organization Chief Rate:

The following bonus will be paid to the P.E.O. Chief in addition to an employee's regular or overtime job rate - \$.40. The P.E.O. position to be appointed by management, on the recommendations of the joint Health and Safety Committee.

Section 5 - Graveyard Lead Hands:

Effective the date of ratification, a premium of \$1.50 per hour will be paid for a working Lead Hand.

The Company will train senior production employees and maintenance employees to carry out the responsibilities of this position. The Company will consult with the Union regarding the employees to be trained. Employees can elect not to be trained but will then not be eligible to receive the Lead Hand rate.

A trained Lead Hand will be scheduled on each shift for which no Supervisor is available. Preference will be given to production employees. However, a maintenance employee will be scheduled when no production employee is available and required to operate a machine.

This employee will not be involved in any disciplinary process or action against any other bargaining unit employee. The job duties would include:

- Coordination of work;
- Contact employees who have not shown up for work;
- Reassign crews in the event of machine breakdown, etc.;
- Making minor production decisions;
- Supporting safe operating practices including but not limited to: Authorizing Safe Work permits eg. Restricted Space, Hot Work, ISM and temporary lock out changes; and,

- Coordinating emergency response and immediate accident investigations (this will not include the writing of accident reports).

Section 6 - Status Rates:

Status Rate will be determined twice per year on March 1st and September 1st. Status Rate is the employee's average rate of pay excluding all premiums for the previous 12 months. Status rate is calculated by dividing regular earnings by regular hours worked.

Section 7 - Steam Plant Certification Bonus:

- Employees holding a 4th Class Certificate, where no certificate is required, will receive thirty-five cents (35¢) per hour over their job rate.
- Employees holding a 3rd Class Certificate, where a 4th Class certificate is required, will receive fifty cents (50¢) per hour over their job rate.
- Employees holding a 2nd Class Certificate, where a 3rd Class certificate is required, will receive fifty-five cents (55¢) per hour over their job rate.
- Employees holding a 1st Class Certificate, where a 2nd Class certificate is required, will receive sixty-five cents (65¢) per hour over their job rate.

ARTICLE 32 – FLEXIBLE WORK PRACTICES

- The introduction of flexible work practices is designed to improve productivity, improve product quality, and reduce down time and lower costs while ensuring that the work is completed in a safe manner. The efficiencies that result from flexible work practices are also intended to assist in fulfilling the intention of the Contracting provisions of the Collective Agreement.
- The parties agree that this letter on flexible work practices recognizes that the primary responsibility for the operation of the plant will remain with operators and the primary responsibility for maintaining the plant will remain with trades persons and steam plant maintenance employees.
- The Company and Union agree that work practices will be accomplished through common sense practices within the employee's level of skills and competence. The Company will provide the training resources necessary to develop the knowledge and skills for employees to work safely and productively.
- All work will be performed in a manner consistent with Safety Articles of the Collective Agreement as well as the company's safety rules and the regulations issued by the Workers' Compensation Board of B.C. It is recognized that some tasks can only be performed by employees who possess certain government certifications and in these instances; the work will only be performed by employees who possess the required government certificate.
- The Company and Union will meet to discuss a module based training program that will enhance the existing skills of employees. They will also discuss the option of using trainers from the bargaining unit to assist in the design and delivery of the training modules. The company will design and introduce new training programs to facilitate the implementation of and evolution of flexible work practices.
- All employees will be required to complete training programs as prescribed by the Company and utilize new skills acquired as a result of training. Training will be consistent for all employees in each job classification.
- The parties recognize that the acquisition of new skills that facilitate the implementation of flexible work practices is an ongoing process and will continue over time, to support the changing needs of the business.
- The following payments for flexible work practices were made and are reflected in the wage scale;

Maintenance employees: \$.95 per hour

Operations employees: \$.40 per hour

to be implemented as follows”

- a) Upon ratification of the Collective Agreement, \$.45 per hour for Maintenance employees and \$.20 for Operations employees.
- b) Employees assisting each other regardless of department or occupation.
- c) \$.25 per hour for Maintenance employees and \$.20 per hour for Operations employees upon successful completion of each modular training program and utilization of skills acquired as a result of this training. There will be two training modules for Maintenance employees and one training module for Operation employees.
- d) Apprentices will be paid the maintenance premiums in the usual proportion.

9. Training programs are not intended to force qualification in another trade.

10. The Company agrees that no employee will lose their employment as a result of flexible work practices. This provision applies to only those employees employed at the date of ratification of this Agreement.

11. No trades person or apprentice will be involuntarily displaced from their respective trade on a permanent basis as a result of flexible work practices.

12. It is not intended that flexible work practices shall result in a trade's person being assigned to non trade's classification when someone outside of his trade is performing his trade core duties.

The Company agrees that no employees' status rate will be reduced when he is assigned to perform work under flexible work practices. This does not apply to an employee who is laid off or whose job is temporarily curtailed and is recalled or works in a different job category on the basis of seniority.

13. The Company commits to maintain apprenticeship agreements.

14. The Company and Union agree that should any issues arise regarding productivity, morale, profitability, work opportunities, market conditions, any alleged discrimination, the ongoing effectiveness of flexible work practices, and any other problems related to flexible work practices, then one party will provide to the other written notice of the issue, and the parties will meet within seven (7) calendar days, or later if mutually agreed, to discuss the issue.

ARTICLE 33 – SPECIAL PROJECTS

From time to time, the Company may desire to include hourly employees in the performance of special projects. It is the Company's desire to; wherever possible utilize the senior person(s) who are willing and qualified to perform the required tasks.

The Company will post all special project positions where the expected duration of the assignment will be over seven (7) working days (note - seven working days refers to the duration of the project in total; working days do not have to be consecutive, nor consist of the normal eight (8) hour time period. Any part of a day involved with the project shall be considered one (1) day). The Company may post projects with an expected duration of less than seven (7) working days at its discretion.

Should the Company not post for a special project position which is filled by a member of the bargaining unit, and this position subsequently runs for longer than seven (7) days, then, at the start of the eighth (8th) day the work on the project will stop and the member of the bargaining unit filling this position will be returned to their regular job. The Company will then post for the position and when a candidate is in place work on the project will commence again.

Special project postings will have a maximum duration of 90 calendar days. This time period will start on the day the posting closes and will end 89 calendar days later. This time period may however, be extended by mutual agreement between the Company and the Union.

All special project postings will be handled in the same manner as regular job postings as specified in the collective agreement.

The posting will detail any and all job/task related requirements required for the special project.

The nature of the special project may require a candidate to demonstrate skills not normally required for the performance of jobs found in the collective agreement. These skills may include, but are not limited to:

Use of a computer and related software

- Manual writing
- Group instruction
- Customer presentations
- Statistical analysis

The Company will determine if there are any special skill requirements and these shall be included in the job posting.

In order to assess whether a candidate has the required minimum skills to perform the special project, the Company may require that the candidate(s) demonstrate competency through a skills test. The test requirement will be noted on the posting.

Applicants will be tested in order of seniority and the first candidate demonstrating the minimum required skill will be accepted for the project. Testing in order of seniority shall continue until the required numbers of employees are accepted.

It is agreed that there will be guidelines for skill testing for special project positions. These guidelines are:

1. Tests to be developed and submitted to the Union/Management committee for comment, revision, and approval.
2. Tests to demonstrate minimum skills, not necessarily competency at a particular skill. The Company recognizes that employees may desire a special project position in order to gain or improve some of the required skills. The employee must only demonstrate basic skills and the ability to learn.
3. Tests to be of short duration, usually no more than fifteen (15) minutes.
4. Test results to be shared with and discussed with the employee.

Should no employees apply for a special project posting, or should all applicants be found unacceptable through the testing process, the Company may then offer the special project position to any employee, regardless of seniority or may, at its discretion, cancel the project.

ARTICLE 34 - HARASSMENT

Section I – Policy statement:

The Company and Union are committed to a workplace environment where individuals are treated with respect and dignity.

Section 2 – Definitions:

Personal harassment is any behaviour by any person based on race, national or ethnic origin, religion, age, sex, sexual orientation, marital or family status, and / or disability that is directed at and is offensive to an employee. Personal harassment is also any behaviour that endangers an employee's job, undermines the performance of that job, or threatens the economic livelihood of the employee. This does not preclude a supervisor from disciplining an employee where such discipline is warranted or reasonably thought to be warranted.

Sexual harassment is any unwelcome comment or conduct of a sexual nature. Sexual harassment includes, but is not limited to, unwanted physical contact, sexual advances, requests for sexual favours, suggestive or offensive comments or gestures emphasizing sexuality, sexual identity or sexual orientation. It also includes offensive written or visual actions like graffiti or degrading pictures. It can be either on a one time basis or in a continuous series of incidents, however minor. Sexual harassment is coercive and one sided and both males and females can be victims.

Racial harassment includes, but is not limited to, any unwanted comments, racist statements, slurs and jokes. It also includes racist graffiti and literature including articles, pictures and posters.

Any employee who is determined to be in violation of this Policy may be subject to disciplinary action, up to and including discharge from employment.

Section 3 – Relationship to Grievance Procedure:

Harassment complaints must be processed through the harassment policy. Any employee who is disciplined as a result of this policy will have the right to institute a grievance after all avenues through the harassment procedure are exhausted.

If a grievance is to be submitted, it will proceed directly to the Joint Standing Committee.

Any notes, documents, reports, discussions or information arising from a harassment investigation will be shared between the parties when a grievance is submitted.

Section 4 – Communications:

The Company will communicate this policy to all employees. The Company will also provide appropriate education and training for supervisors, managers, and Complaint Officers in dealing with and understanding issues of harassment.

COMPLAINT INVESTIGATION AND RESOLUTION PROCEDURE

Section 5 – Complaint Officers:

1. The Company will designate four (4) non bargaining unit employees who will be the Complaint Officers for the purposes of investigating allegations of harassment. The Complaint Officers will be chosen in consultation with the Union and will include both male and female contacts. The list of Complaint Officers will be reviewed and published annually. (Section 12). The list of Complaint Officers may be changed by the Company through consultation with the Union.
2. Complaint Officer(s) will have full authority to investigate the merits of the complaint and, while respecting the principles of confidentiality and fairness for both the complainant and respondent, conduct as quick and thorough an investigation as possible.

Section 6 – Procedure:

1. A harassed employee should clearly communicate to the harasser that the offending behaviour is objectionable and unwelcome. The harasser should be asked to stop. The harassed employee should remind the harasser that the behaviour is contrary to policy. The harassed employee should keep a written record of all relevant facts (e.g. – dates, times, witnesses, nature of the offending behaviour, how the harassed employee responded to the offending behaviour, etc.).

This is often the simplest and most effective way to put an end to harassment and employees are encouraged to take this action. However, employees are not obliged to confront the harasser and, if a person experiencing harassment is unwilling or unable to do so, or if the misconduct continues after confrontation, the affected employee should report the offensive behaviour as outlined below.

2. A person experiencing the harassment may meet with a Complaint Officer to review the complaint procedure, definition of harassment, etc. The complainant will be informed of the alternate courses of action including formal investigation of the complaint.
3. All incidents of harassment should be reported as quickly as possible. Incidents that are reported after a significant period of time has elapsed will be more difficult to investigate and resolve.
4. In all circumstances, an individual who is accused of harassment will be informed of the allegations made against them and all the particulars supporting the allegations, and will also be provided with the opportunity to fully respond to the allegations and have their responses properly considered.

The complainant will be provided with the particulars of the respondents defence and will have a chance to reply.

Section 7 – Investigation and Resolution:

1. If the complainant chooses to pursue the matter formally then a formal investigation will be undertaken. The complainant must submit a signed, written complaint to trigger the investigation. The complainant will be kept informed of the progress of the investigation and input will be encouraged wherever possible.
2. A complainant may terminate this process at any time by withdrawing the complaint. However, the Company may conduct an investigation independent of this process if warranted.
3. Once an incident is reported, the Complaint Officer will conduct a swift and thorough investigation and will attempt to mediate a resolution to the complaint. The investigation will be conducted on a confidential basis in that only those persons who, in the opinion of the Complaint Officer need to know about the complaint for the purpose of conducting an investigation will be advised. Any employee contacted during the course of an investigation will keep the matter confidential. The complainant's identity will be made known to the respondent.
4. If the matter remains unresolved the Complaint Officer will submit a written report to the Plant Manager outlining the facts, issues, and credibility. The Human Resources Manager will meet with the Complaint Officer to discuss recommendations.
5. The Human Resources Manager will then decide the issue and forward the decision, in writing, to the complainant and respondent. The decision will be implemented immediately unless a further appeal ensues.
6. If a significant period of time has elapsed between the occurrence and the reporting of the incident, the Complaints Officer may, after investigation, decide that such incident is not resolvable due to the time delay. Such a decision will be made known to the complainant and respondent and a written report will be submitted to the Human Resources Manager. The Human Resources Manager will then review the case and will issue a written decision to the complainant and respondent. This will put an end to the matter unless a further appeal ensues.

Section 8 – Appeal Procedure:

The complainant or respondent may appeal any decision of the Human Resources Manager. Notice of intent to appeal must be made in writing to the Human Resources Manager within seven (7) days of receiving a decision.

Upon notice of intent to appeal, the complainant and respondent will attempt to agree on an outside Disputes Resolution Officer (refer to Section 13). If no agreement is reached within seven (7) days from the date of the notice of intent to appeal, then the selection will be in rotation, starting with the first available on the list. On the second event where mutual agreement fails to select a Disputes Resolution Officer, the rotation will start at the person next in line, on a first available basis. This system of rotation will continue for all further cases where mutual agreement is not possible.

The appeal itself must be delivered, in writing, to the Disputes Resolution Officer no later than thirty (30) days following this person's selection. The appeal must include a brief statement of facts and list the issue or issues being appealed. A copy of the original complaint and the report being appealed must be included with the appeal. Any other information the person initiating the appeal feels is relevant or important should be also included.

The Disputes Resolutions Officer will, as soon as possible following receipt of the written appeal, review all the facts. The Disputes Resolution Officer may, at their discretion, seek any additional pertinent information. They may interview the complainant, the respondent, and other employees, or make any other enquiries they deem appropriate.

The Disputes Resolution Officer will prepare and issue a written report which will include a decision on the matter. Such decision will be final and will not be subject to further appeal. A copy of the report will be forwarded to the complainant, the respondent, the Human Resources Manager and the General Manager.

If the Company, whether acting on recommendations or not, should issue discipline, then the recipient of the discipline has the right to institute a grievance as per Section III Relationship to Grievance Procedure.

Section 9 – Right to Representation:

Both the complainant and respondent are entitled to have one representative in any complaint that is forwarded to the Disputes Resolution Officer. If the complainant and respondent are both bargaining unit members, then their representatives must be members of Unifor.

If the respondent is a non bargaining unit member and the complainant is a bargaining unit member, then the complainant's representative must be a member of the Unifor

Lawyers may not be used as representatives.

Representatives must adhere to strict rules of confidentiality and may not discuss the case with each other without prior permission of their principals.

Section 10 – Disciplinary Responses:

If harassment has been identified, any one or more of the following responses may be deemed to be appropriate in the circumstance:

- a) Require a verbal or written apology by the harasser
- b) Require individuals and / or workgroups to go through an education process
- c) Require performance reviews focusing on behaviour and / or conduct
- d) Issue a written warning to the harasser
- e) Reassign (transfer) the harasser to another area
- f) Require the harasser to undergo mandatory counselling
- g) Issue discipline to the harasser, up to and including termination
- h) Any other response as deemed appropriate

Section 11 – General:

Harassment complaints are taken seriously and as such abuse of this policy will not be tolerated. Frivolous complaints, vexatious complaints, and / or repeated, unfounded complaints by an individual will be subject to harassment proceedings or disciplinary action against the complainant, as per Article 5 of the Collective Agreement.

Section 12 - Complaint Officers:

This selection of Complaint Officers will enable employees involved in a dispute to choose someone from within the Company to hear their complaint.

The list of Complaint Officers will only be changed in consultation with the Union.

The list of Complaint Officers will be posted.

The complainant may choose any one of the Complaint Officers. In the event that the Complaint Officer chooses to decline to hear the complaint, another Complaint Officer will be chosen by the complainant.

Section 13 – Disputes Resolution Officers:

The Company and the Union will agree on a list of Disputes Resolution Officers. Any additions to, or deletions from, this list must be by mutual agreement. The list of Disputes Resolution Officers will be reviewed, published annually.

The persons listed have agreed to serve in the capacity of resolving disputes arising from the harassment policy.

The Company and Union agree to split the costs involved for the Disputes Resolution Officers when resolving complaints.

LETTERS OF UNDERSTANDING

No. 1 - LETTER OF UNDERSTANDING - SUMMER STUDENTS

It is agreed and understood that students are hired to supplement the regular work force, shall be designated as "temporary employees" for a term of employment and shall not exceed 1000 hours for each student in any consecutive 12 month period, including overtime.

It is understood that the number of students employed from the week of April 15 through the week of September 15 shall be at the discretion of the Company; It is also understood that the Company will be limited to 80 hours per week at any one time for the balance of the year with the ability to approach Standing Committee for an additional 40 hours if needed.

Students cannot apply for permanent status during their term of employment and must be enrolled in a post secondary school.

Such temporary employee shall be subject to all provisions of this agreement with the exception of seniority. These employees will not be guaranteed hours.

In the event of a reduction in the workforce there shall be no lay off of a permanent employee until all students are laid off.

No. 2 - LETTER OF UNDERSTANDING ON REHABILITATION AND RE-INTEGRATION

It is agreed to develop a Rehabilitation and Re-Integration program as per the following letter, during the term of the Collective Agreement:

National Representative
UNIFOR
326 12th Avenue
New Westminster, BC

RE: REHABILITATION AND RE-INTEGRATION

To facilitate the rehabilitation and, wherever practical, the re-integration of injured or disabled Norampac employees into the mainstream of the workforce in the plant, the Company and the Union agree to establish a program that will provide meaningful support and guidance to affected employees.

A joint Union-Management steering committee will be established to investigate and make recommendations on the implementation of an effective rehabilitation/re-integration program during the term of this Agreement.

The steering committee shall be comprised of up to three (3) representatives each from the Company and the Union, a maximum of six (6).

The program will be modelled on the principles of our existing Employee and Family Assistance Program.

Yours truly,

NORAMPAC INC.

No. 3 – LETTER OF UNDERSTANDING ON EMPLOYEE PARTICIPATION FOR BENEFITS COSTS

Norampac Richmond Division and the Union, CEP Local 433 agree that considering:

- 1 - the plant's situation;
- 2 - the rising cost of benefits;
- 3 - to raise the awareness of the employees;

the employees will participate in the future increases of benefit costs.

This will be done over and above the employees' participation (30%) in STD and LTD premiums. Starting July 1, 2009, an employee with a family plan will pay a flat rate of \$6 per week and an employee with a single plan will pay \$3. On July 1, 2010 the contribution will remain at that level as long as the overall health and dental premium increase for active employees does not exceed 8%. In the event where the overall health and dental premium increase for active employees is greater than 8%, the contribution will be set at \$8 per week for a family plan and \$4 for a single plan. This information will be provided by Morneau Sobeco.

The same process will apply for the policy year starting on July 1, 2011. The contribution rate will remain at the same level as 2010 as long as the overall health and dental premium increase, for active employees, from July 1, 2009 to July 1, 2011 is less than 16%. In the event where the overall health and dental premium increase for active employees is greater, the contribution will then be set at \$10 per week for a family plan and \$5 for a single plan. This information will be provided by Morneau Sobeco.

No. 4 – LETTER OF UNDERSTANDING ON STEAM ENGINEER TRAINING PROGRAM

All provisions of the labour agreement in effect at the plant shall be applicable to trainees in the program.

Under this program, trainees will receive their status rates at the time of the program enrolment, according to article 24 of this present collective agreement. After obtaining his 4th class power engineer certificate, the employee will receive the 4th class steam engineer rate, according to the wage schedule under article 31, when performing 4th class engineer's duties.

Joint Union-Management Committee

This committee will be comprised of two Union and two Management representatives.

The purpose of this committee will be to develop and supervise the procedures required to carry out the intent of the program as agreed to. The committee will also carry out the following duties:

- a) The Company to establish in-plant training program to support the training syllabus as developed by the Safety Authority and Boiler Branch. Supervision of the established program shall be the responsibility of the Joint Committee.
- b) Set standards for entry into the program that are **consistent** with the standards recommended by the Safety Authority and the Boiler Branch.
- c) Carry out periodic reviews of training programs.
- d) Joint committee to review any case of lost time from the program because of sickness, accident, etc. and to determine the amount of additional time necessary before an employee meets his requirement of time served.

Entry to Program - New Trainees

Entrance to the program without any previous training of any kind will in all cases be subject to the applicant meeting the standards required for acceptance, established by the Company. The Company will inform the Joint Union-Management Committee of such standards as tests and scores required for acceptance, and of any subsequent changes in those standards, and be given opportunity to review an employee's test results, if requested by the employee.

1. Upon successful completion of the Department of Education Correspondence Course for a Fourth Class Stationary Steam Engineering Certificate or possessing equivalent qualifications acceptable to the Vocational School authorities, employees shall be granted three (3) weeks' leave of absence with pay to attend the Vancouver Vocational School (or equivalent) to complete the course and write the examination for the Fourth Class Stationary Engineering Certificate.
2. One week's pay shall be equal to forty (40) hours at the employee status rate.
3. Leave of absence with pay will be granted to Steam Plant personnel on the basis as set forth in 1 and 2. Any further Vocational training required to pass each respective certificate shall be at the employee's expense and such additional leave of absence will be granted.

The Company will bear one hundred percent (100%) of the cost of textbooks specified by the Vocational Training School and employees will be able to retain them as their personal property.

The Company will bear the cost of the prescribed examination and tuition fees, if any, required of candidates writing the Stationary Engineering Certificates.

4. Leave of absence will be granted at a time suitable to the Company, bearing in mind the Vocational School curriculum.
5. Normally it will not be possible to grant leave of absence to more than one (1) Steam Plant employee at a time. However, if relief is available this limit may, at the discretion of the Company, be exceeded.
6. If at any time provision is made whereby transportation and/or other allowances are granted by the Government to Steam Plant personnel attending an approved Vocational School to write for Stationary Engineering Certificates, the provisions set forth above will then be amended to take into account such Government allowance.

General

Trainees do not accrue any department seniority until after their training program is completed, but once completed their department seniority will be backdated to the date they started only if they are filling a permanent vacancy. Trainees outside of the department, utilized as relief, will not accrue departmental seniority. Should a trainee spend any time outside the department, this time will not count towards their department seniority when it is granted after the training program is finished.

The selection criteria are listed below:

- Achieve a minimum of 70% at the tests (2 Company tests)
- Previous related job experience
- Level of education (applicants must have a minimum of Grade 12 with math 11)
- A work record acceptable to the Company in the areas of safety, past work performance and attendance
- Interview by the Joint Apprenticeship Committee
- Seniority

The Company can ask the joint union/management committee to review the above criteria at any time.

The training position is considered to be an opportunity earned by qualification rather than a right of seniority. Amongst acceptable candidates, the most senior candidate will be chosen when qualifying factors are deemed equal.

Here are the points (maximum 50 points) attributed to each criteria, following passing of exams:

Achieve a minimum of 70% at each test (2 company tests)

A maximum of 5 points per test

70-80% = 3 points

80-90% = 4 points

90% + = 5 points

Previous related job experience

A maximum of 10 points

Level of education (applicants must have a minimum of Grade 12 with math 11)

A maximum of 5 points

High School = 1 point

Unrelated post secondary = 3 points

Related post secondary = 5 points

A work record acceptable to the Company in the areas of safety, past work performance and attendance

A maximum of 5 points

Interview with the Joint Committee (Production Manager and HR Manager, as a minimum)

A maximum of 10 points

Seniority

10 points ($\frac{2}{3}$ of a point per year of service to a maximum of 15 years)

No.5 LETTER OF UNDERSTANDING - PRINTING DEPARTMENT LINE OF PROGRESSION

As a result of the recently negotiated Collective Agreement for 2008 to 2012, the Company and Union have entered into the following agreement with respect to the line of progression in the Printing Department.

The Company and Union agree to split the line of progression below the Die Room into two parallel lines – flexos and Wards. As a result, the line will consist of the Die Room at the top, two parallel sections for the flexos and the Wards, and a common pool at the bottom. This change will reduce the movement of employees between flexos and Wards so that the employees will improve their knowledge and skill with respect to operating their specific machines.

Posting

Seventeen (17) positions will be available in the flexo portion of the line. Twelve (12) positions will be available in the Ward portion of the line. Any remaining employees in the department will not hold specific machine positions within the line and will have no preferential rights to work on either the flexos or the Wards.

Printing Department employees will post into either the flexo or the Ward portion of the line based on their departmental seniority. The posting process will begin with the most senior employee who does not currently hold a position in the Die Room. Each employee will have 2 working days to make their decision once their turn comes up. There will be no probationary period.

In the future after the initial posting process for the new split line is complete, vacancies in the flexo or the Ward portion of the line will be posted within the Printing Department. Any Printing Department employee will be eligible. Selection will be based on departmental seniority. The successful employee will assume the bottom position in whichever side of the line that is posted. In such cases, there will again be no probationary period unless agreed to by the Company and the Union.

Employees will be expected to advance out of the common pool to fill vacancies on either the flexos or the Wards based on their departmental seniority.

Positions in the Die Room will be available to trained operators in either the flexo or Ward portion of the line based on their departmental seniority. No employee will be required to move into the Die Room. In the event that the senior operator declines the opportunity, the position will be offered to the next most senior operator.

Scheduling

All jobs at the same pay rate will be considered equal within the line of progression and for the purposes of scheduling employees.

Curtailments & Layoffs

In the event of a curtailment or layoff, an employee in the flexo or Ward portion of the line will revert down their side of the line in the reverse order of promotion. However, an employee faced with being displaced from the Printing Department shall displace a junior employee (departmental seniority) on any job in either side of the line as long as they can perform that job safely and competently.

Overtime

Employees will be eligible for any overtime regardless of which side of the line they are posted into as long as they can perform that job safely and competently.

Grandfathered Employees

All employees currently trained as flexo operators will be able to bump into the Ward operator positions as long as they remain qualified to operate the Wards safely and competently. It is also agreed that the Company has the right to keep these employees on the flexos but pay them the Ward operator rate. For clarity, this right to rate protection also only survives as long as these employees remain qualified to operate the Wards safely and competently,

Competency and Training

Employees will be deemed to be competent to perform a job as per the following:

Operate similar machines (e.g. 35 flexo operator to operate the 32 flexo)

- if they have been trained for that job, and
- if that job has not changed significantly (e.g. no significant changes to the equipment, procedures or duties)

Operate other machines (e.g. flexo operator to operate a Ward)

- if they have been trained for that job,
- if they have performed that job for at least 40 hours over the preceding 12 months, and
- if that job has not changed significantly (e.g. no significant changes to the equipment, procedures or duties)

Slot on a flexo or Ward

- if they have been trained for that job, and
- if that job has not changed significantly (e.g. no significant changes to the equipment, procedures or duties)

Palletize on a flexo or bundle on a Ward

- if they have received general safety orientation and training for the plant, and
- if a trained employee is available to provide on-the-job training and supervision

The company is under no obligation to train or schedule any employee so that they can maintain their competency for any job except where Article 15, Section 7 applies (layoffs in excess of 90 days).

Disagreements

Any problems that arise as a result of this change to the Printing Department line of progression will be dealt with by the joint Plant Committee.

Annex A

Norampac Collective Agreement
2012-2017

6 Day Work Schedule

6 Day Operation

48 hour work week
40 hours at regular rate, 8 hours at 1.5
Breaks - 2x15 min paid, 1x20 min, unpaid

3 Week Rotation Proposal

Days 6:30am to 6:30 pm

| | | | | | | | | | | | | | | | | | | | | |
|-----|-----|------|-----|-------|-----|-----|-----|-----|------|-----|-------|-----|-----|-----|-----|------|-----|-------|-----|-----|
| Sun | Mon | Tues | Wed | Thurs | Fri | Sat | Sun | Mon | Tues | Wed | Thurs | Fri | Sat | Sun | Mon | Tues | Wed | Thurs | Fri | Sat |
| OFF | A | A | B | B | C | C | OFF | C | C | A | A | B | B | OFF | B | B | C | C | A | A |

Nights 6:30pm to 6:30 am

| | | | | | | | | | | | | | | | | | | | | |
|-----|-----|------|-----|-------|-----|-----|-----|-----|------|-----|-------|-----|-----|-----|-----|------|-----|-------|-----|-----|
| Sun | Mon | Tues | Wed | Thurs | Fri | Sat | Sun | Mon | Tues | Wed | Thurs | Fri | Sat | Sun | Mon | Tues | Wed | Thurs | Fri | Sat |
| B | C | C | A | A | B | OFF | A | B | B | C | C | A | OFF | C | A | A | B | B | C | OFF |

Notes:

- 1) Two (2) week notice to start up and shut down.
- 2) No curtailment on this schedule for a machine on this schedule.
- 3) 15 week maximum per rotation with further extension possible through standing committee approval.
- 4) Shift trades permitted.
- 5) Maximum of 1 student per crew.
- 6) To facilitate schedule integration Sunday Shift will start at 1030pm & Saturday Shift will end at 2:30pm.
- 7) Both parties agree that the 6 day schedule will move forward with the detailed process of how senior employees can bump students overtime on this schedule being referred to standing committee for detailed review. This process will however not be considered to hold up the implementation.
- 8) Existing Shift Differentials will be used for this shift rotation.
 - 9) Should the need arise the company and union agree to sit down and create an alternate crew schedule utilizing the principles above to increase scheduled machine time beyond 40 hrs/shift/week when required.

IN WITNESS WHEREOF, we the undersigned have as the accredited representatives of the respective parties to this agreement hereunto set our signatures this 6th Day of March 2014.

NORAMPAC INC.

By:

Greg Wazny
General Manager

Norbert Lacis
Production Manager

Daniel Kuhn
Human Resources Manager

Delfim Ideias
Regional General Manager

Karin Jobin
Regional Human Resources Manager

UNIFOR UNION OF CANADA, and its Local 433

By:

James Monks
Plant Committee

Mike Beniach
Plant Committee

Kyle Bedard
Plant Committee

Brent Reid
Business Agent

Vince Lukacs
National UNIFOR Representative

The UNIFOR Union of Canada hereby sanctions and approves this Agreement and recognizes that the said Agreement is made between the Union and the Company and hereby agrees to carry out all the duties imposed upon the National by the Company and the Union.

UNIFOR Union of Canada
