

COLLECTIVE AGREEMENT

BETWEEN:

CATALYST PULP AND PAPER SALES INC.

AND:



April 1, 2019 - March 31, 2023

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COLLECTIVE AGREEMENT

BETWEEN:

CATALYST PULP AND PAPER SALES INC.

(hereinafter referred to as "the Employer")

AND:

UNIFOR, LOCAL 433

(hereinafter referred to as "the Union")

ARTICLE 1 - PURPOSE

1.01 It is the intent and purpose of the parties to this Collective

Agreement ("Agreement"), which has been negotiated and entered into in good faith, to:

- a) recognize mutually the respective rights, responsibilities and functions of the parties hereto;
- b) provide and maintain working conditions, hours of work, wage rates and benefits set forth herein;
- c) establish an equitable system for the promotion, transfer, layoff and recall of employees;
- d) establish a just and prompt procedure for the disposition of grievances;
- e) cooperate in the achievement of an efficient and productive operation with the goal of zero damage to customer products.
- f) and generally, through the full and fair administration of all terms and provisions contained herein, to develop and achieve a relationship among the Union, the Employer, and the employees which will be conducive to their mutual wellbeing.

1.02

The omission of specific mention in this Agreement of existing rights and privileges established or recognized by the Employer prior to the date of this Agreement shall not be construed to deprive employees of such rights and privileges.

1.03 Purchasers, Lessees or Transferees

This Agreement binds any purchasers, Lessees or transferees of the operations identified in this Collective Agreement.

In the event of the sale of the establishment it is the obligation of the successor owner to abide by all terms and conditions of this Agreement. It is further understood:

If the plant or a part of it is sold, leased, transferred or otherwise disposed of, the purchaser, lessee or transferee is bound by all proceedings under this Code before the date of the disposition and the proceedings must continue as if no change had occurred.

If a collective agreement is in force, it continues to bind the purchaser, lessee or transferee to the same extent as if it has been signed by the purchaser, lessee or transferee as the case may be.

ARTICLE 2 - RECOGNITION OF THE UNION

2.01

The Employer recognizes the Union as the sole bargaining agent of all employees in the bargaining unit as outlined in Article 2.02.

2.02

Notwithstanding Article 2.01, this Agreement covers all employees of the Employer at and from 10555 Timberland Road, Surrey, B.C. and the property at 10619 Timberland Road, Surrey, B.C., except office staff, traffic clerks, mechanics, and those excluded by the Code.

2.03

The Employer agrees that the Union and its duly appointed Representatives are authorized to act on behalf of the Union for the purpose of supervising, administering and negotiating the terms and conditions of this Agreement and all matters related thereto.

2.04

Except in cases of emergency or for training and instructional purpose or for other unanticipated operational requirements, non- bargaining unit personnel (working foreman, supervisors and other non-bargaining unit employees) shall not normally perform work included in work or job classifications under this Agreement and normally performed by members of the bargaining unit. Such work will not result in the layoff or displacement of a bargaining unit employee.

ARTICLE 3 — SCOPE

3.01

Should any provision of the Collective Agreement be rendered null and void or materially altered by future legislation, the remaining provisions of the Collective Agreement shall remain in force and effect for the term of the Agreement, and the parties shall negotiate a mutually agreeable provision to be substituted for the affected provision.

3.02 The parties agree that

- Part 3, Wages, Special Clothing & Records
- Part 4, Hours of Work and Overtime
- Part 5, Statutory Holidays

- Part 6, Leave and Jury Duty
- Part 7, Annual Vacation, and
- Part 8, Termination of Employment

of the *Employment Standards Act* form part of this Collective Agreement, except those provisions specifically modified by this Agreement.

ARTICLE 4 — MANAGEMENT'S RIGHTS

4.01 Affairs of Business

Subject to the provisions of this Agreement, it is agreed that the Employer has the exclusive rights to manage the affairs of the business and to direct the working forces of the Employer. Such functions of management include, but are not limited to the right to hire, enforce rules of safety, promote, discharge, or discipline for just cause, lay-off employees, and maintain efficiency of employees. The Employer has the right to alter, rearrange or change, extend, limit or curtail its operations or any part thereof, to decide the number of employees that may be assigned to work on any job or shift and the equipment to be employed in the performance of such work. Management reserves the right to introduce a performance and quality of work incentive program.

4.02 Rules and Regulations

The Employer shall have the right to establish, maintain, and enforce reasonable rules and regulations to assure orderly and safe operations, it being understood and agreed that such rules and regulations shall not be inconsistent or in conflict with the provisions of the Agreement.

ARTICLE 5 - UNION REPRESENTATION

5.01

For the purpose of representation with the Employer, the Union shall function and be recognized in the manner set out below.

5.02 Representatives

- a) Representatives of the Union ("Representatives") are Representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to and renewals of this Agreement and enforcing the employees' collective bargaining rights, as well as any other rights under this Agreement and under the law. The Union will advise the Employer, in writing, of the name(s) of its duly appointed Representative(s).
- b) Representatives shall have the right to visit at the location where employees are working. The Representatives will identify themselves to the appropriate

management personal upon arriving at a job site; such visits shall not unduly disrupt the flow of work.

5.03 Plant committees and Shop Stewards

- a) The Union will select from the employees a Union Plant Committee and Shop Steward(s) in accordance with the Union By-laws.
- b) The Union Plant Committee and / or Shop Steward(s), as the case may be, will represent the Union for the purposes stated in this Agreement.
- c) The Company will appoint a Company Plant Committee consisting of no more members than the Union Plant Committee to represent it for the purposes stated in this Agreement.
- d) The Union Plant Committee and / or Shop Steward(s), as the case may be, will be granted reasonable time during working hours without loss of pay to attend to Union business. Permission must first be obtained from the Department Manager or Human Resources Manager, or their designate, and will not be unreasonably withheld. Where such matters are expected to last more than ten (10) minutes, the employer may direct that they be dealt with during breaks.
- e) The Union Plant Committee and / or Shop Steward(s), as the case may be, will be given reasonable time off, without pay, to conduct offsite Union business, subject to operational requirements.
- f) Plant Committee members and / or Shop Stewards who attend onsite meetings on their day(s) off will be compensated for time spent at such meetings at their regular rate of pay when the meeting has been agreed to by both Parties.
- (g) The Shop Stewards and plant committee members shall not be discriminated against or disciplined for the proper performance of their duties on behalf of the Union.
- (h) The Union will advise the Employer in writing of the name(s) of the duly appointed Steward(s).

5.04

A Steward will be given the opportunity to address all new employees for the purpose of introducing themselves and the Union and providing the employees with Union information. This will, whenever possible occur during the new employee's orientation or first shift.

5.05 Negotiating Committee

The Union has the right to appoint or elect union members to a Negotiating Committee. Time spent in negotiations shall be considered time worked, and the Employer shall pay for those hours at the appropriate rate.

5.06 The Employer

- a) The Employer may meet periodically with the employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union, and the employees. A Representative may attend such meetings.
- b) The Employer shall provide sufficient bulletin board facilities, at mutually agreed locations, for the exclusive use of the union.

ARTICLE 6 - WORK STOPPAGES

6.01

In accordance with the *B.C. Labour Relations Code*, during the term of this Agreement, or while negotiations for a further Agreement are being held:

- a) During the term of this Agreement, or while negotiations for a further Agreement are being held, the Union will not permit or encourage any strike, slowdown, or any stoppage of work or otherwise restrict or interfere with the Employer's operation through its members.
- b) During the term of this Agreement, or while negotiations for a further Agreement are being held, the Employer will not engage in any lockout of its employees.

ARTICLE 7 - EMPLOYMENT POLICY AND UNION MEMBERSHIP

7.01

The Union and the Employer will co-operate in maintaining a desirable and competent labour force. The Employer will give due consideration to union members for employment, provided such applicants are qualified to meet the requirements of the job.

7.02

New employees will be required to serve a probationary period for ninety (90) calendar days and thereafter shall attain regular employment status, provided such service is satisfactory to the Employer. Their respective seniority shall be dated back three (3) months from the date they attained regular employment status.

This may be extended by mutual agreement.

7.03

Probationary employees are covered by the Agreement, excepting those provisions which specifically exclude such employees.

7.04

The Employer shall provide the Union with all necessary information regarding insurance and benefit plans, job postings and awards, terminations, and hirings. The name, social insurance number, address, date of hire, and classification of new employees shall be provided to the Union once monthly. A list of employees, showing their names ranked according to seniority, classification, and rate, shall be forwarded to the union during October and April in each year.

7.05

All employees who are now members of the Union or who become members shall remain members in good standing as a condition of employment.

- (a) The Employer agrees that it will advise each newly hired employee of the Union security and check-off provisions provided in this collective agreement, and refer such employees to the Union for purposes of obtaining a Union card.
- (b) All new employees, as a condition of employment, shall sign a Union Membership Application Card before commencing work.

7.06

A steward shall be given the opportunity for thirty (30) minutes off work to greet new employees to discuss union membership with them.

It is also recognized to be the duty of the Union to explain fully to its members its and their responsibilities and obligation under this agreement.

ARTICLE 8 - UNION DUES

8.01

- a) The Employer is authorized to and shall deduct monthly union dues, or a sum in lieu of union dues, from each employee's pay as a condition of employment. The Employer is also authorized to and shall deduct administrative dues, or a sum in lieu of administrative dues, from each employee's pay upon an employee's initial hire.
- b) The amount of union dues and administrative dues shall be in accordance with the Employer Dues Directive issued by the Union, as determined by the National Convention.

8.02

- a) The total amount deducted will be remitted to the Union's Provincial Remittance Processing Centre each month, by the twentieth (20th) of the month following the deduction, together with an itemized list of the employees for whom the deductions are made and the amount deducted for each. The Union and the employees agree that the Employer shall be saved harmless for all such deductions and remittances.
- b) A separate list will also be submitted for new hires, or whenever an employee change occurs, containing:
 - Name
 - Address
 - Date of Birth
 - Telephone Number
 - Social Insurance Number
 - Family Status
 - Date of Hire
 - Classification

8.03

The Employer agrees to show on each employee's T-4 slip the amount of union dues deducted subject to the provisions as set out by the Canada Revenue Agency.

ARTICLE 9 - WAGES AND RATES OF PAY

9.01

Wage schedules applicable to various job classifications and locations are as set forth in the various schedules attached.

9.02

An employee who reports for work in the usual manner but is prevented from starting work due to a cause not within his control, shall be entitled to a minimum of two (2) hours' pay. If an employee begins work, he shall be entitled to a minimum of four (4) hours' pay.

9.03

Employees will receive their pay through electronic funds transferred to their bank accounts during the normal course of payroll processing. Separate cheques for vacation will not be issued.

ARTICLE 10 - HOURS OF WORK AND OVERTIME

10.01

- a) The work week shall consist of forty (40) straight time hours worked in four (4) or five (5) shifts, with days off to be consecutive, whenever possible.
- b) Employees who have only completed thirty-two (32) hours of work in one (1) week, can complete their forty (40) hours at regular time before overtime hours are offered. This does not include sick time and voluntary absence.

10.02

Work performed in excess of the scheduled shift hours shall be paid at the rate of one and one-half (1 1/2) times the regular hourly rate for the first three (3) hours of overtime. All hours in excess of three (3) hours of overtime each shift, or forty-eight (48) hours per week, exclusive of daily overtime, shall be paid at two (2) times the regular rate. For a week in which there is a statutory holiday, employees regularly working ten- (10) hour shifts must work forty-eight (48) hours exclusive of daily overtime before qualifying for double time.

10.03

Any employee required to work on a statutory holiday shall be paid one and one-half (1 1/2) times the hourly rate, regardless of weekly hours.

10.04

Overtime shall normally be performed on a voluntary basis; however, if there are insufficient volunteers, the Employer reserves the right to assign the work in inverse order of seniority to qualified employees.

10.05

A lunch period of thirty (30) minutes shall be scheduled as near as possible to the middle of the shift. This provision applies to all employees. However, if part-time employees work less than five (5) hours, the lunch period may be replaced by a second fifteen-(15) minute rest period.

10.06

There shall be a fifteen- (15) minute rest period, with pay, during each half of the shift. If it is judged that there will be a minimum of two (2) hours of overtime to be worked for an eight- (8) hour shift or one (1) hour overtime for a ten- (10) hour shift, the employees will be entitled to an additional fifteen- (15) minute rest period.

10.07

No employee shall be discriminated against or compelled to work Sunday or a day in lieu thereof, only because the employee's religious convictions prevent him from working.

10.08

- a) Continuation of task

Overtime shall be offered to employees in order of seniority so long as the employee is capable of performing the available work effectively. This excludes "continuation of task" overtime, which is work estimated to be one (1) hour or less.

- b) Shortage of work

If there is a shortage of work during a shift, and if it is operationally practical, employees will be asked if they would like to voluntarily leave in order of seniority.

10.09 An Employee May Bank Overtime As Follows:

- a) an employee may bank overtime for the purpose of additional vacation or payment of sick days;
- b) overtime which is accumulated as vacation/overtime shall be credited in terms of hours. When an employee leaves the company, all accumulated hours in the employee's overtime bank will be paid out in total;
- c) an employee will be allowed to accumulate a maximum of eighty (80) hours of banked overtime per year. Employees shall have the ability to replenish their banked time throughout the year.
- d) unused banked overtime will be paid out at the end of each calendar year.
- e) the granting of time off for banked overtime will be at the discretion of the Employer.
- f) banked overtime can be used to cover lost wages occurring from approved time off. Banked overtime can only cover one (1) hour time blocks.

10.10

The Employer will make best efforts to give a minimum of one (1) hours' notice if overtime is required.

ARTICLE 11 - VACATIONS

11.01

Employees will receive annual vacations upon completion of the following years of service, with pay calculated as a percentage of their gross annual earnings.

- from zero (0) to one (1) year of service — four percent (4%) vacation pay (vacation entitlement begins in the second year);
- after one (1) years' service - eighty (80) hours' vacation with pay at four percent (4%);
- after three (3) years' service —one hundred and twenty (120) hours' vacation with pay at six percent (6%);
- after eight (8) years' service —one hundred and sixty (160) hours' vacation with pay at eight percent (8%).
- After fifteen (15) years' service — two hundred (200) hours' vacation with pay at ten percent (10%).

11.02

- a) Employees who are entitled to more than eighty (80) hours of vacation as per Article 11.01, shall take no more than eighty (80) hours during June, July, August, or December. This time shall be taken in full calendar 1 week block increments. At the discretion of the Employer, additional employees may take time off if operation requirements permit.
- b) A maximum of ten percent (10%) of each crew or two (2) employees per crew, whichever is greater, may take vacation on a weekly basis during this period, when vacations are being scheduled as per Article 11.03(a).

11.03

- a) The Employer shall post blank vacation schedules on January 15th each year. Employees shall enter first preference no later than February 15th with the requested vacation to be confirmed by the Employer no later than March 15th each year. Scheduling single day vacation will only be permitted after all one (1) week block increments of vacation are booked and this will be done by seniority.
- b) Scheduled vacation must be taken in blocks of one- (1) week shift rotation. Single days will be scheduled, in order of seniority, after all the blocks have been scheduled. Scheduling single vacation days will only be permitted as per Article 11.06.
- c) In scheduling vacation time, the Employer shall proceed down the seniority list of each separate crew and deal with any conflicts that arise. Vacations will be scheduled in order of seniority.

- d) Unscheduled vacation time will not override approved days off.

11.04

The Employer will endeavour to grant vacations at the time requested in the vacation season or period, considering business requirements. If a choice must be made between two or more requests for vacation at the same time, seniority shall apply.

11.05

Vacation pay shall be paid on the normal pay day for that vacation period through the normal payroll process.

11.06

Statutory holiday pay will be issued as per Article 11.01 during the pay period in which the holiday occurs. In the event a public holiday falls during an employee's annual vacation, such employee shall be entitled to a day off, without pay, at a mutually agreed upon time within eight (8) weeks of the actual holiday.

11.07

The following shall be included in calculating years of service for the determination of vacations with pay for an employee after one (1) continuous year of employment

- a) absence on Workers' Compensation up to a period of one (1) year provided the employee returns to his employment;
- b) absence due to illness up to a period of one (1) year, provided the employee returns to his employment.

11.08

In the following circumstances, an employee may be deemed to be receiving straight time pay during a period of absence as determined under Article 11.09 only for the purposes of calculating gross base earnings under Article 11.01:

- a) A leave of absence due to injury approved under worker's compensation for a period exceeding ninety (90) days; or
- b) A leave of absence under an accepted long-term disability claim.

11.09

Employees who qualify under Article 11.08(a) or (b) shall be deemed to be receiving their straight-time pay for the purposes determining their annual gross base earnings under Article 11.01 for a period commencing on the ninety-first (91st) day (in the case of

Article 11.08(a)) or the date the employee qualifies for long-term disability (in the case of Article 11.08(b)) and ending the earlier of one hundred eighty (180) days following such date or the date the employee returns to work, in any capacity.

ARTICLE 12 - HOLIDAYS

12.01 The Employer agrees to pay at regular rates per day for the following eleven (11) holidays:

New Year's Day	Labour Day
<u>Family Day</u>	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
British Columbia Day	

Any additional statutory holidays declared by either the Federal or Provincial Government shall be covered by the provisions of this Article.

12.02

Article 12.01 applies to employees who have attained regular employment status and who have worked their scheduled workday before and their scheduled workday following the holiday, provided either is within thirty (30) days of the holiday in question, unless their absence is due to authorized leave of absence (as granted per Article 16.01) or vacation with pay.

12.03

Part-time employees shall receive payment for holidays proportionate to their actual time worked, calculated on the basis of the four (4) calendar weeks preceding the holiday.

12.04

If one of the above-named holidays falls on a regularly scheduled day off, the following regularly scheduled work day shall be observed as the holiday, unless an alternate day is mutually agreed.

12.05

Where the Employer and the Union mutually agree, a holiday may be observed on another day.

12.06

A statutory holiday is determined an overtime day for the purposes of Articles 10 and 11.

ARTICLE 13 - SENIORITY, LAYOFF, AND PROMOTIONS

13.01

Job opportunity and security should increase in proportion to length of continuous service. New employees shall be placed on the seniority list upon completion of their probationary period in accordance with Article 7.02. Employees who pass probation on the same hour will have their seniority number drawn randomly.

13.02

The seniority list shall be maintained at all times by the Employer. The Union shall be mailed a copy of the seniority list on a regular basis to permit inspection and to allow the Union to ascertain the seniority status of an employee within its jurisdiction.

13.03 Seniority rights shall cease for an employee who:

- a) voluntarily terminates his employment;
- b) is discharged and such discharge is not reversed through the Grievance Procedure;
- c) is laid off for a continuous period of more than twelve (12) consecutive months;

13.04

When there is a reduction of the workforce, probationary employees shall be laid off first. Further layoffs shall be guided by the following considerations: seniority, ability, and qualifications of the employees to perform the work.

The above considerations shall also guide the Employer and the Union when employees on layoff are recalled.

13.05

Any appeal in regard to a layoff must be taken up under the first step of the Grievance Procedure hereinafter set forth within five (5) workdays after the layoff took place.

13.06

Any employee laid off and recalled for work must return within five (5) working days after notice by registered mail has been generated.

13.07

The Employer shall post, for a minimum of ten (10) workdays, in a conspicuous place, notice of all training positions, vacant positions, new positions, and premium pay opportunities. These postings must state the location of the position or opportunity.

Any employee of the Employer covered by this Agreement may apply for such position. The Employer will post vacant positions within fourteen (14) days of them coming available. The awarding of the appointments shall take place no later than five (5) days after the posting has closed. Seniority will be the governing factor in awarding the appointment. New appointees shall be on a twenty (20) shift probationary period. Should the appointee not demonstrate the skill, ability, and efficiency to perform the job in this time, they will be notified in writing with the reasons why they are unsuccessful and the position will be reposted.

13.08

In the event of a layoff, where there is opportunity for work on an “as needed basis”, the Employer will maintain Medical Services Plan coverage and extended health benefits for the four (4) most senior employees who agree to be available for work five (5) days out of seven (7). If after three (3) months these employees have not been called into work more than fifty percent (50%) of available days, the Employer shall cease premiums and the employee shall not need to be available. Any other employees shall call in for available shifts by 11am on Monday and Thursday of each week.

13.09

Notwithstanding Article 13.08 an employee who is laid off may elect to continue Medical Services Plan coverage and extended health benefits for up to three (3) months following the termination of such coverage provided that the employee pays both the employee and the Employer portion for such coverage. The employee shall notify the Employer of their desire to continue such coverage with three (3) working days following the date of layoff and shall at the same time provide to the Employer post-dated cheques for the monthly cost of both the employee and the Employer portion for each month that the employee wishes to continue such coverage.

13.10 Training

The Company agrees to provide training for an employee to get their first class drivers licenses with air brakes. The Company will cover the costs of the 3rd party training provider. The employee must complete the training within sixty (60) days. On successful completion of the program, employees will be reimbursed to a maximum of forty (40) hours of straight-time pay.

This training shall be posted no less than every two (2) years for all employees to bid on or if a vacancy occurs. The most senior employee applicant shall be awarded this training position. Employees who receive this training shall be required to apply for the next available shunt position on any shift. If the employee leaves the position during the first year in the position, said employee will be required to reimburse the Company for the cost of training.

13.11 New Job Evaluation Program

If the Company:

- a) Introduces a new job classification that is not included in the list of job classifications in the Agreement; or
- b) Installs new machinery or equipment

The Company will establish a temporary pay rate for the new classification, or for the operation of the new or modified machinery or equipment.

If the parties are unable to reach agreement on a wage rate within ninety (90) calendar days following, the issue may be referred to the Industry Job Evaluation committee (pulp and paper)

ARTICLE 14 - JURY DUTY

14.01

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 Union or civil action for the benefit of the employee, unless subpoenaed by the Crown, on a day when he would normally have worked, will be reimbursed by the Company for the difference between the pay received in such duty and his regular straight time hourly rate of pay for his regularly scheduled hours of work necessarily lost. It is understood that employees will be reimbursed by the Company for the difference between the pay received for such duty and his straight time rate of pay for his regularly scheduled hours of work for such day(s). The employee will be required to furnish proof of performing such service and such duty pay received.

14.02

Hours paid for such duty 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 15 - BENEFIT AND RETIREMENT PLANS

15.01

All regular full time employees covered by the Collective

Agreement, upon completion of their probationary period, will be covered by the Employer's hourly employee benefit plan. Employees electing optional coverage will

contribute, by payroll deduction, a monthly amount according to the rates set forth for the specific plan options and/or coverage elected. Any changes to the benefit plan will be automatically incorporated as they occur.

15.02

The Company and all Full-time and Part-time employees shall contribute to the Unifor Union of Canada's pension trust fund on a mandatory basis.

The effective date of the pension plan is the first day of the calendar month following the date of hire for all employees.

Three (3) months prior to the scheduled retirement date, the Administrator will provide the opportunity for a full discussion on all matters relevant to retirement benefits.

15.03 Pension Plan Contributions for New Employees

a) Company Contributions

For each employee covered by the Pension Plan, the Company shall contribute the equivalent of seven (7%) percent of their earnings as defined in the Collective agreement.

b) Employee Contributions

Every employee covered by the Pension Plan shall contribute two (2%) percent of their earnings as defined in the Collective Agreement, to be deducted from each bi-weekly pay cheque.

c) The pension plan contributions are payable to the Trustees of the Pension Trust Fund by the fifteenth (15th) of the month following the work month completed. The payment will include the employee's contributions.

d) The contributions are to be forwarded to the Pension Trust Fund Administrator as designated by the Unifor Union of Canada.

e) The Pension Plan Administrator agrees to provide full disclosure to a representative of the Company on a regular basis (minimum one (1) year).

f) The current RRSP program shall be wound-up within ninety (90) days after the implementation of this pension plan. Employees shall have the choice to move the current RRSP into another RRSP or in the Unifor Pension plan.

ARTICLE 16 - LEAVES OF ABSENCE

16.01

The Employer may, in its discretion, grant a personal leave of absence without loss of seniority rights, for a maximum period of four (4) months, to all full-time employees on completion of one (1) year of service. The leave shall be without pay, and if in excess of one (1) month, without benefits. The following guidelines apply:

- a) Employees on leave of absence will not be included in the maximum number of employees allowed off as per Article 11.02;
- b) Employees must submit twenty-one (21) days' minimum written notice;
- c) Leaves of absence will generally be limited to one (1) person per crew, based on seniority.

16.02

In the event of death in an employee's immediate family (parent, sister, brother, mother-in-law, father-in-law, grandparent, or grandchild, step-mother, step-father, step-brother, step-sister, brother in-law, sister in-law), the employee shall be entitled to be absent from work three (3) days with pay. In the event of the death of a spouse, common law spouse, child or step-child, the employee shall be entitled to a paid five (5) day leave. Employees, who do not complete their shift following notification of a death in the immediate family, shall be paid full shift hours in addition to the foregoing bereavement leave.

16.03

- (a) The Employer shall grant an unpaid leave of absence without benefits to an employee who is appointed or elected to a Union Office for the duration of their appointment or elected office.
- (b) A request for such an approval leave must be given to the Employer, in writing, by the Union at least 4 weeks in advance of the beginning of the leave. The request must be on Union letterhead, and must be signed by the Secretary of the Union or designate.
- (c) An employee who obtains such a leave of absence shall return to their employment within thirty (30) calendar days after the completion of their employment with the Union.

ARTICLE 17 — SICK TIME

17.01

Employees may use their banked overtime, and up to forty (40) hours of their vacation time, for the coverage of sick time hours.

17.02

The Employer will require a doctor's note only under the following circumstances:

- a) after three (3) consecutive days off;
- b) any absences beyond five (5) per year;
- c) under circumstances that can reasonably be determined as suspicious.

ARTICLE 18 — WAREHOUSE CLOSURE

18.01 Severance Pay

Employees whose employment is terminated because of warehouse closure or is laid off due to job elimination shall be entitled to severance pay on the following basis:

- (a) Severance pay will be equal to two (2) week's pay for each year of service, at regular straight time rates for employees with five (5) or more years of service with the Company, up to a maximum of thirty (30) weeks.

For Employees with less than five (5) years of service, they will be entitled to one (1) week of severance, for each year of service.

- (b) In the event that the termination is due to warehouse closure, the severance will be paid within fourteen (14) working days of completed closure of the warehouse.
- (c) In the event that an employee is laid off due to job elimination, severance will be paid on the day the employee's seniority ceases per Article 13.03(c).
- (d) Severance pay for part-time employees shall be based on average earnings during the twelve (12) month period immediately preceding the date of termination or layoff, as the case may be.

18.02

An employee so affected may elect to accept layoff with recall rights as defined in Article 13 in lieu of the above, the election to be made within one(1) month of the notice of termination.

18.03 Technological Change

The parties agree to be guided by section 54 of the *Labour Relations Code* which states:

- (1) If an employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom a collective agreement applies,
 - (a) The Employer must give notice to the trade union that is party to the collective agreement at least 60 days before the date on which the measure, policy, practice or change is to be effected, and
 - (b) After notice has been given, the employer and trade union must meet, in good faith, and endeavour to develop an adjustment plan, which may include provisions respecting any of the following:
 - (i) Consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the collective agreement;
 - (ii) Human resource planning and employee counselling and retraining;
 - (iii) Notice of termination;
 - (iv) Severance pay;
 - (v) Entitlement to pension and other benefits including early retirement benefits;
 - (vi) A bipartite process for overseeing the implementation of the adjustment plan.
- (2) If, after meeting in accordance with subsection (1), the parties have agreed to an adjustment plan, it is enforceable as if it were part of the collective agreement between the employer and the trade union.
- (3) Subsections (1) and (2) do not apply to the termination of the employment of employees exempted by section 65 of the *Employment Standards Act* from the application of section 64 of that Act."

ARTICLE 19 - SAFETY AND HEALTH

19.01

The Employer and the Union agree to maintain the highest standard of safety, health, sanitation, and working conditions in and around the Employer's premises. These standards shall be enforced in the following manner:

- a) The Employer and the Union shall each appoint a minimum of two (2) representatives to a Safety Committee. An alternate will be chosen who will serve in the absence of either of the two (2) regular representatives.
- b) The Committee shall have one (1) chairman and one (1) secretary. In the event that the chairman is a representative of the Employer, the secretary shall be a representative of the Union and vice versa.
- c) The Safety Committee shall meet at least once every month. The chairman and/or the secretary is empowered to call extra meetings at any time. Special meetings can be called with four (4) hours' advance notice. Meetings are to be held during regular working hours and members paid at regular hourly rates.
- d) Within twenty-one (21) days, the Employer will respond to the Committee with an agreed upon implementation schedule or explanation as to why recommendations of the Safety Committee will not be implemented.

19.02 Safety Gear

Employees will be reimbursed up to a maximum of one hundred and fifty dollars (\$150.00) per contract year for Company approved safety gear, upon presentation of a receipt. This safety gear allowance can be carried over for two (2) years.

19.03 Principles

Employees and the Company are to comply with established safety rules. Employees will not be expected to operate with unsafe equipment or under unsafe working conditions.

Employees are expected to report immediately any unsafe equipment.

An employee who has reasonable cause to believe that an unsafe condition exists may refuse to work under such conditions without being subject to discipline.

ARTICLE 20 - UNION-MANAGEMENT COMMITTEE

20.01

The parties to this Agreement pledge to work toward the greatest possible degree of consultation and cooperation, believing that the following concepts provide a fundamental framework for improved labour-management relations:

- a) the industrial enterprise is an economically characterized work community of capital investors and workers under the leadership of a management;
- b) the economic character springs from a continuous striving toward efficient use of resources, energy, and environment, and in the adequate development of research, production, and marketing;
- c) the enterprise requires authority relationships under a strong central leadership or management.

20.02

In order to further the aims of the enterprise, the parties agree to have Union-Management meetings quarterly or as required during the life of this Agreement. The meeting shall serve as a forum for discussion and consultation about policies and practices of the Employer, including scheduling and continuous improvement.

The features of the Committee will be as follows:

- (a) The Employer and the Union will each have up to three (3) representatives on the Committee;
- (b) The Employer and the Union will select one of their representatives as a Chair. The Employer and the Union designate will alternate in chairing the meeting.
- (c) An agenda will be prepared at least two (2) days in advance of the meeting.
- (d) Minutes of the meeting will be kept, and distributed to all participating members.
- (e) This Committee will not take the place of the Grievance-Arbitration provisions of the collective agreement. It is agreed that promoting wellness in the workplace shall also be an objective of this Committee.

- (f) The Employer agrees that the Union will be permitted to have its local President and/or one delegate attend and participate in the Revised President's Council meeting that the Employer currently holds with its British Columbia based mills, for so long as such meetings continue to occur. Participation will be on the same basis as the other unions who participate in the Revised President's Council.

20.03 Section 53 of the Labour Relations Code

The parties agree that this provision meets the requirements of Section 53 of the *Labour Relations Code of British Columbia*.

ARTICLE 21- EDUCATION AND TRAINING

21.01

To further the training of Union members the Employer agrees to remit an amount, outlined in Schedule "A", to the Union's Education and Training Fund. Training funds shall be remitted in accordance with the timelines stipulated for Union dues.

ARTICLE 22- GRIEVANCE PROCEDURE

22.01 Grievance

Any complaint or disagreement between the parties respecting the interpretation or application of this collective agreement, including any dispute with regard to discipline or discharge, shall be considered a grievance.

22.02

The parties to this Agreement recognize that Union Representatives and the Union Stewards are the agents through whom employees shall process their grievances and receive settlement thereof.

22.03 Grievance Procedure

Neither the Employer nor the Union shall be required to consider or process any grievance that arose out of any action or condition more than fourteen (14) days after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period shall not begin to run until the action or condition has ceased

All grievances must be in writing, and must briefly but clearly describe the nature of the incident or occurrence which gave rise to the grievance, the provision of the collective agreement which is alleged to have been violated, and the remedy requested.

The Parties, including employees, are encouraged to try to resolve issues on an informal basis prior to invoking the grievance procedure. In the case of an employee grievance,

this means that employees are encouraged to address the issue directly with the management person to whom he/she reports, with the presence of a Union steward from the employee's Department.

Step 1: A Shop Steward shall submit their formal Step 1 grievance in writing to the Grievor's immediate Supervisor. A meeting will be scheduled between the shop steward, employee and supervisor within five (5) days. The Supervisor will respond in writing within seven (7) calendar days of the meeting.

Step 2: Within seven (7) calendar days of receiving a Supervisor's response, a Step 2 grievance may be moved by the steward or committee designate in writing with the Manager. A meeting will be scheduled between the a plant committee person, shop steward and manager within five (5) days. The manager will respond in writing with a response to each allegation outlined in the grievance no later than seven (7) calendar days from the date the Step 2 grievance is filed. If the grievance is not resolved at this Step, then;

Step 3: Within fourteen (14) calendar days of the Manager's response, the plant committee, Representative of the National or Local Union may move a grievance at Step 3 with the Regional Area manager or designate. A meeting will be scheduled between the plant committee, representative of the local or national Union and Regional Area manager within five (5) days and the Director of Employee Relations or designate who shall reply in writing within in within fourteen (14) calendar days.

Failing a satisfactory settlement, the grievance may then be referred to Arbitration, as established in Article 23 of this Agreement.

22.04 Time Limits

Where a decision with respect to a grievance is not rendered by the appropriate Company officer or Union official within the prescribed time limits, the grievance will be advanced to the next step in the grievance procedure.

The time limits may be extended by mutual consent of the parties.

22.05 Suspension or Discharge Grievance to Step 2

Group and policy grievances or grievances concerning or dismissal of an employee may be initiated at Step 2 of the grievance procedure and must be submitted within fourteen (14) calendar days of the date the situation arose that led to the grievance.

22.06 Grievance Meetings

Any meetings necessary to comply with the formal grievance provisions of this Article will be held at a time mutually agreeable to the Company representative and the Union representative.

It is understood that attendance at such meetings will not result in loss of pay.

22.07 Disclosure of Information

It is agreed that disclosure of information necessary to assist in resolving grievances at the earliest opportunity is essential to good labour relations and resolving disputes as soon as possible without unnecessary expense and both parties agree to assist in that process in good faith.

ARTICLE 23 - ARBITRATION

23.01

If the parties fail to settle the grievance at Step 3 of the Grievance Procedure, the grievance may be referred to mediation or arbitration.

23.02

The party initiating arbitration must serve the other party with written notice of desire to arbitrate within thirty (30) days after receiving the decision given at Step 3 of the Grievance Procedure.

23.03

If a notice of desire to arbitrate is served, the two parties shall attempt to obtain an agreement to refer the matter to an agreed upon single Arbitrator, within seven (7) days of service, who will meet with the authorized representatives of the Union and the Employer in a hearing to ascertain both sides of the case.

23.04

If the parties fail to agree to refer the matter to an agreed single Arbitrator within seven (7) days of service as aforesaid, either Party may request the *Minister of Labour* to appoint an Arbitrator.

23.05

Notice of desire to arbitrate and of nominations of an Arbitrator shall be served personally, by fax, or registered mail. The date of registered mailing shall be deemed to be the date of service.

23.06

If a party refuses or neglects to answer a grievance at any stage of the Grievance Procedure, the other party may commence arbitration proceedings and if the party in default refuses or neglects to appoint an Arbitrator, the party not in default may apply to the Minister of Labour to appoint an Arbitrator to hear the grievance. The decision of the Arbitrator shall be final and binding upon both parties.

23.07

An employee found to be wrongfully discharged or suspended will be reinstated without loss of seniority and with back pay, less any monies earned, or by any other arrangement which is just and equitable in the opinion of the Arbitrator.

23.08

The decision of the Arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.

23.09

The parties will equally bear the expense of the Arbitrator.

23.10

An Arbitrator shall be empowered to render his decision or interpretation consistent with the provisions of this Agreement.

ARTICLE 24 - DISCHARGE, SUSPENSION AND WARNING

24.01

Employees who have completed probation shall only be disciplined, suspended, or discharged for just and reasonable cause. All disciplinary actions will be in writing including verbal warnings which are documented with a date, subject and person present. A copy of each disciplinary letter will be given to a member of the plant committee or designate. All investigations and subsequent discipline will be carried out as expeditiously as possible.

24.02

No employee shall enter the offices of a Supervisor and/or Manager for disciplinary purposes or to receive a letter of warning from same without the presence of a Steward. Where practicable, the employee will be provided with a Steward of their choice provided that such individual can be released from their duties without interruption to the business within ten (10) minutes of the request.

24.03

The disciplinary record of an employee, including letters of reprimand or warnings, shall not be used against them at any time after eighteen (18) months unless the employee receives another reprimand or discipline of any kind prior to the expiry of the original eighteen (18) month period, in which case the eighteen (18) month period shall be reset from the date of the subsequent reprimand or discipline. For cases involving disciplinary suspension, the period referred to above shall be thirty-six (36) months instead of eighteen (18) months. This clause shall apply only with respect to reprimands or disciplinary actions that occur after the date of ratification of this collective agreement.

24.04

Employees shall have access to review their own personnel file during the hours that the Manager is normally in the workplace from Monday through Friday, upon providing two (2) days written notice. In addition, the plant committee or designate, upon providing written consent from an employee will also be given access to the employee's personnel file.

24.05 Disciplinary Action – Notification of Union Standing Committee by the Company

The Company will notify the Unit Chairperson of its intent to discharge an employee. The employee and the Unit Chairperson shall be notified of the charge(s) and be provided with evidence that has been considered in this matter. The employee and/or their Union Representative will have the right to present their case prior to the final decision being made by the Company. The employee and/or the Union Representative will have at a minimum forty-eight (48) hours to prepare for this meeting.

This process does not limit or restrict the union with respect to the normal grievance procedure after a final decision is made by the Company

ARTICLE 25 - DURATION

25.01

This Agreement shall be effective on the first (1st) day of April two thousand nineteen (2019) and shall remain in effect to and including the thirty-first (31st) day of March, two thousand twenty three (2023), and for further periods of one (1) year, unless notice in writing is given by either party of the desire to cancel, change, or amend any of the provisions contained herein, within four (4) months immediately preceding the date of expiry of the Agreement. Should neither of the parties give such notice, this Agreement shall renew for a period of one (1) year.

25.02

The parties agree to exclude the operation of section 50(2) and (3) of the *British Columbia Labour Relations Code*.

DATED at New Westminster, B.C., this 20th day of June, 2019.

SIGNED ON BEHALF OF
CATALYST PULP AND PAPER SALES INC.

SIGNED ON BEHALF OF
UNIFOR, LOCAL 433

Richard Demchuk
Director, Human Resources

James Monks
Local 433 Representative

Hamish Doughty
VP Supply Chain

Steve Hill
Bargaining Committee

Darcy Adams
Manager

Rob Collins
Bargaining Committee

Michael Jaworski
Transportation Specialist

Denis Gingras
Bargaining Committee

Jayson Mowbray
Bargaining Committee

Mario Santos
National Representative

SCHEDULE 'A'

Re: Classifications, Rates of Pay and Premiums

Classification	2018	2019	2020	2021	2022
Machine Operator		3.00%	3.00%	2.00%	2.00%
Start	\$21.02	\$21.65	\$22.30	\$22.75	\$23.20
After 2 nd year	\$22.96	\$23.65	\$24.36	\$24.85	\$25.34
After 3 rd year	\$24.44	\$25.17	\$25.93	\$26.45	\$26.98
After 4 th year	\$25.62	\$26.39	\$27.18	\$27.72	\$28.28
Premiums*					
For all regularly scheduled shifts between 3:00pm and 3:00 am, and Saturdays and Sundays	\$0.75	\$0.75	\$0.85	\$0.85	\$0.85
Shop Steward	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50
Lead Hand	\$2.25	\$2.25	\$2.25	\$2.25	\$2.25
First Aid	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25
Shunt Truck	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25

*Premiums will be paid to the senior posted employee for regular time worked. Overtime will be paid on the premium for any qualified employee assigned to perform the duties of the premium position. Back up positions will be paid the premium rate only when assigned the premium duties.

GENERAL

Re: Union Education

(a) Paid Educational Leave

The Employer agrees to pay into a special fund an amount of two cents (\$.02) per hour for all compensated hours to provide for a Unifor Paid Education Leave (PEL) program. Such payment will be remitted on a quarterly basis into a trust fund established by the Unifor National Union effective from the date of ratification. Payments will be sent by the Employer to the following address:

Unifor Paid Education Leave Program
205 Placer Court
Toronto, ON, M2H 3H9

The Employer shall approve Education Leave for the members of a bargaining unit at the request of the Union subject to operational requirements. Candidates for PEL shall be selected by the Union to attend. The Union will provide written confirmation to the Employer of such selection. Employees on PEL leave of absence will continue to accrue seniority and service.

SCHEDULE "B"

Re: Outline of Medical Benefit Coverage

The benefits in place at the time reaching this agreement shall not be reduced or changed over the life of the agreement without the written authorization or consent of the Union. They shall include but not be limited to.

- Life Insurance
- Accidental Death and Dismemberment
- Basic and Major Dental Coverage
- Prescription Drug Plan
- Vision Care
- Extended Health
- Short and Long Term Disability
- B.C. Medical Coverage

Vision Care

Up to three hundred and fifty (\$350.00) dollars per person every twenty-four (24) months; and every twelve (12) months for dependent children. This benefit can be applied towards cost of laser eye surgery.

Eye exam once per year.

Health Care

Professional services – Osteopath, Massage, Podiatrist, Naturopath, Speech Therapist, Acupuncturist – combined max five hundred (\$500.00) dollars per year.

Physiotherapy and Chiropractor combined maximum of one thousand (\$1,000) dollars per year.

LETTER OF UNDERSTANDING #1

BETWEEN:

CATALYST PULP AND PAPER SALES INC.
(hereinafter referred to as the "Employer")

AND:

Unifor, Local 433
(hereinafter referred to as the "Union")

Pursuant to Article 5.02(a) of the collective agreement, the parties have agreed to amend the agreement to include the following criteria for prime time relief students:

1. The Employer intends to hire between four (4) and six (6) students for the purpose of relief for holiday coverage. These students will be employed during spring break, May through August and in December.
2. The students will be members of the union and will be covered by the collective agreement but they will be excluded from the seniority provision as per Article 13 and benefits as per Article 15. In no case will service in this employment category accrue to future seniority entitlement.
3. The employment of such persons will not displace any employee; students will be hired for relief work purposes only. The intent is not to take away the overtime of the regular full time employees.
4. The rate of pay for the students will be sixteen dollars and twenty- five cents (\$16.25) per hour.
5. Students:
 - a) must be registered in a post-secondary educational institution and must have a valid driver's license;
 - b) could be expected to operate a tugger trailer unit, operate a hand-held scanner, operate a forklift, or any other duties as seen fit by the supervisor. They will not operate clamp trucks.
6. The shifts worked by students will be flexible, depending on crew needs.
7. Students hired could be dependants of employees of Catalyst Pulp and Paper Sales Inc.
8. This program will be reviewed by the Union-Management Committee at the end of each year and be assessed at that time.

Signing page LOU # 1

DATED at New Westminster, B.C., this 20th day of June, 2019.

SIGNED ON BEHALF OF
CATALYST PULP AND PAPER SALES INC.

SIGNED ON BEHALF OF
UNIFOR, LOCAL 433

Richard Demchuk
Director, Human Resources

James Monks
Local 433 Representative

Hamish Doughty
VP Supply Chain

Steve Hill
Bargaining Committee

Darcy Adams
Manager

Rob Collins
Bargaining Committee

Michael Jaworski
Transportation Specialist

Denis Gingras
Bargaining Committee

Jayson Mowbray
Bargaining Committee

Mario Santos
National Representative

LETTER OF UNDERSTANDING #2

BETWEEN:

CATALYST PULP AND PAPER SALES INC.
(hereinafter referred to as the "Employer")

AND:

Unifor, Local 433
(hereinafter referred to as the "Union")

Pursuant to Article 5.02(a) of the collective agreement, the parties have agreed to amend the collective agreement to include the following:

An employee moving from a bargaining unit position to a non-bargaining unit position will retain their seniority for a period of ninety (90) days from the date of transfer. During this period the employer or the employee may elect to revert to their previously held bargaining unit position without loss of seniority or benefits at the appropriate rate of pay.

DATED at New Westminster, B.C., this 20th day of June, 2019.

SIGNED ON BEHALF OF
CATALYST PULP AND PAPER SALES INC.

SIGNED ON BEHALF OF
UNIFOR, LOCAL 433

Richard Demchuk
Director, Human Resources

James Monks
Local 433 Representative

Hamish Doughty
VP Supply Chain

Steve Hill
Bargaining Committee

Darcy Adams
Manager

Rob Collins
Bargaining Committee

Michael Jaworski
Transportation Specialist

Denis Gingras
Bargaining Committee

Jayson Mowbray
Bargaining Committee

Mario Santos
National Representative

LETTER OF UNDERSTANDING #3

BETWEEN:

CATALYST PULP AND PAPER SALES INC.
(hereinafter referred to as the "Employer")

AND:

Unifor, Local 433
(hereinafter referred to as the "Union")

Pursuant to Article 5.02(a) of the collective agreement, the parties have agreed to amend the agreement to include the following:

1. The parties agree that a new union position will be created called "Shift Coordinator". A Shift Coordinator will be able to temporarily coordinate a full shift in the absence of a shift supervisor. Absence is defined as illness, vacation, or emergency.
2. This position will be paid at a rate of twenty nine dollars and sixty-nine cents (\$29.69) per hour and will include all applicable premiums (excluding Lead Hand premiums).
3. An employee in this position will not hire, fire, or discipline any employees.
4. The Employer will post for a maximum of six (6) positions.
5. An employee will be permitted a maximum of only two hundred (200) hours in the shift coordinator position per year.
6. The rate in paragraph 2 above will be increased to thirty dollars and twenty-eight cents (\$30.28) on April 1, 2016; thirty dollars and seventy-four cents (\$30.74) on April 1, 2017; and thirty-one dollars and twenty cents (\$31.20) on April 1, 2018.

Signing page for LOU #3

DATED at New Westminster, B.C., this 20th day of June, 2019.

SIGNED ON BEHALF OF
CATALYST PULP AND PAPER SALES INC.

SIGNED ON BEHALF OF
UNIFOR, LOCAL 433

Richard Demchuk
Director, Human Resources

James Monks
Local 433 Representative

Hamish Doughty
VP Supply Chain

Steve Hill
Bargaining Committee

Darcy Adams
Manager

Rob Collins
Bargaining Committee

Michael Jaworski
Transportation Specialist

Denis Gingras
Bargaining Committee

Jayson Mowbray
Bargaining Committee

Mario Santos
National Representative

LETTER OF UNDERSTANDING #4

BETWEEN:

CATALYST PULP AND PAPER SALES INC.
(hereinafter referred to as the "Employer")

AND:

Unifor, Local 433
(hereinafter referred to as the "Union")

The parties have agreed to amend Articles 11.02 and 11.03 of the Collective Agreement to include the following:

- 11.02 b) Effective for 2013 vacation period, one additional member over the maximum of ten percent (10%), may take vacation on a weekly basis during prime time.

Vacation will be booked using the following guidelines:

- The vacation booking year is January 15th to February 15th
- Employees will schedule vacation by seniority by crew.
- First Round – employees will book full vacation weeks with a maximum of eighty hours in prime time.
- Second Round – employees will book full weeks. If the maximum number of employees per day has not been exceeded employees may book to an additional forty hours in prime time.
- Third Round – employees may carry over and book up to forty (40) hours of earned banked time where vacation time is available and single days. Any un- booked banked time will be paid out.
- Fridays will be treated the same as any other day of the week for booking single day vacation days.
- If an employee changes shifts, approved vacation will not be impacted.
- The number of students employed will remain as per the Letter of Understanding#1. The students will be split three (3) on the day shift and three (3) on the afternoon shift.

The financial and operational impact of summer students will be evaluated by the union management committee in November two thousand and thirteen (2013). If there is minimal impact the extra employee vacation time during

prime time and the number of students working as outlined above will continue through the balance of the Agreement.

DATED at New Westminster, B.C., this 20th day of June, 2019.

SIGNED ON BEHALF OF
CATALYST PULP AND PAPER SALES INC.

SIGNED ON BEHALF OF
UNIFOR, LOCAL 433

Richard Demchuk
Director, Human Resources

James Monks
Local 433 Representative

Hamish Doughty
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Steve Hill
Bargaining Committee

Darcy Adams
Manager

Rob Collins
Bargaining Committee

Michael Jaworski
Transportation Specialist

Denis Gingras
Bargaining Committee

Jayson Mowbray
Bargaining Committee

Mario Santos
National Representative

LETTER OF UNDERSTANDING #5

BETWEEN:

CATALYST PULP AND PAPER SALES INC.
(hereinafter referred to as the "Employer")

AND:

Unifor, Local 433
(hereinafter referred to as the "Union")

Re: Workplace Harassment

The Employer acknowledges the Union's interested in early intervention in workplace harassment issues in order to assist in the expeditious resolution of such issues involving its member. As such, where an allegation of workplace harassment involves one or more bargaining unit employees, the Employer shall, as soon as practicable, notify a union representative of the allegation and ensure that any individual who is interviewed in respect of such allegation shall have a union representative present during the interview(s).

DATED at New Westminster, B.C., this 20th day of June, 2019.

SIGNED ON BEHALF OF
CATALYST PULP AND PAPER SALES INC.

SIGNED ON BEHALF OF
UNIFOR, LOCAL 433

Richard Demchuk
Director, Human Resources

James Monks
Local 433 Representative

Hamish Doughty
VP Supply Chain

Steve Hill
Bargaining Committee

Darcy Adams
Manager

Rob Collins
Bargaining Committee

Michael Jaworski
Transportation Specialist

Denis Gingras
Bargaining Committee

Jayson Mowbray
Bargaining Committee

Mario Santos
National Representative

LETTER OF UNDERSTANDING #6

BETWEEN:

CATALYST PULP AND PAPER SALES INC.
(hereinafter referred to as the "Employer")

AND:

Unifor, Local 433
(hereinafter referred to as the "Union")

Re: Joint Labour/Management Safety Conference

The Employer and the Union agree that safety is a significant issue at all of its sites, including at the Surrey Distribution Centre (SDC). Accordingly, the Employer agrees that it is reasonable to include the SDC at the Occupational Health and Safety Conference (the Conference) in which Employer's mills currently participate in British Columbia. Accordingly, the parties agree as follows:

- (a) One (1) delegate from the SDC will attend the Conference. The delegate will be granted a leave of absence with pay (straight time daily rate for each day of the Conference). Travel and hotel expenses of the delegate shall not be paid by the Employer. Hours spent at the Conference or in planning committee shall not be subject to overtime pay and shall not be counted towards hours worked for the purposes of calculating weekly overtime.
- (b) The Joint Labour/Management Safety Conference shall be funded on the basis of an industry contribution of three cents (\$0.03) 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 Jointly 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 (\$50,000.00).
- (c) The Union shall also be permitted to appoint an employee as a local union planning committee attendee to the Planning Committee of the Conference. Leave for such purpose shall be unpaid and subject to operational requirements. The Jointly Trusteed Occupational Health and Safety Conference Fund will be used for the wage loss for the local union planning committee attendee and conference expenses.

This Letter of Understanding shall become effective as of the date of ratification of this collective agreement and shall renew annually unless either party gives at

least thirty (30) days' notice prior to the expiry date of its intention not to renew. Notwithstanding the foregoing, this Letter of Understanding will automatically terminate in the event that the Employer withdraws from the Conference. If this Letter of Understanding is terminated, the amounts remitted under this Letter of Understanding will be remitted to the Union's Local Education program.

DATED at New Westminster, B.C., this 20th day of June, 2019.

SIGNED ON BEHALF OF
CATALYST PULP AND PAPER SALES INC.

SIGNED ON BEHALF OF
UNIFOR, LOCAL 433

Richard Demchuk
Director, Human Resources

James Monks
Local 433 Representative

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Manager

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Bargaining Committee

Michael Jaworski
Transportation Specialist

Denis Gingras
Bargaining Committee

Jayson Mowbray
Bargaining Committee

Mario Santos
National Representative

LETTER OF UNDERSTANDING #7

BETWEEN:

CATALYST PULP AND PAPER SALES INC.
(hereinafter referred to as the "Employer")

AND:

Unifor, Local 433
(hereinafter referred to as the "Union")

RE: Pay Stub

The Company agrees to provide all employees with a detailed pay stub listing banked time used year to date, banked time accrued year to date, and vacation time used year to date. The current payroll system will be migrated to a new system that will provide for this information. The target date for implementation is Q3 of 2019. The new system will be electronic paystubs with the ability to view or print locally at SDC.

DATED at New Westminster, B.C., this 20th day of June, 2019.

SIGNED ON BEHALF OF
CATALYST PULP AND PAPER SALES INC.

SIGNED ON BEHALF OF
UNIFOR, LOCAL 433

Richard Demchuk
Director, Human Resources

James Monks
Local 433 Representative

Hamish Doughty
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Manager

Rob Collins
Bargaining Committee

Michael Jaworski
Transportation Specialist

Denis Gingras
Bargaining Committee

Jayson Mowbray
Bargaining Committee

Mario Santos
National Representative

LETTER OF UNDERSTANDING #8

BETWEEN:

CATALYST PULP AND PAPER SALES INC.
(hereinafter referred to as the "Employer")

AND:

Unifor, Local 433
(hereinafter referred to as the "Union")

RE: Pulp and Paper Industry pension plan

Within 180 days of ratification both the Company and the Union agree to meet and discuss the option of moving the current pension plan into the Pulp and Paper Industry pension plan. The move into the Pulp and Paper Industry plan will only occur if both sides agree.

DATED at New Westminster, B.C., this 20th day of June, 2019.

SIGNED ON BEHALF OF
CATALYST PULP AND PAPER SALES INC.

SIGNED ON BEHALF OF
UNIFOR, LOCAL 433

Richard Demchuk
Director, Human Resources

James Monks
Local 433 Representative

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Bargaining Committee

Mario Santos
National Representative

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