

**LABOUR AGREEMENT**

**1994 - 1997**

**BETWEEN**

**UNISOURCE CANADA, INC. (Supply Systems)**

1425 Derwent Way, Annacis Industrial Estate  
New Westminster, B.C.

**(Hereinafter referred to as the Company)**

**PARTY OF THE FIRST PART**

**AND**

**LOCAL 433 of the COMMUNICATIONS, ENERGY & PAPERWORKERS UNION OF CANADA**

**(Hereinafter referred to as the Union)**

**PARTY OF THE SECOND PART**

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**UNISOURCE CANADA, INC. (Supply Systems)**

**ANNACIS DISTRIBUTION CENTRE**

**LABOUR AGREEMENT**

**October 1, 1994 - September 30, 1997**

**ARTICLE 1 GENERAL PURPOSE OF AGREEMENT**

The general purpose of this agreement is, in the mutual interest of the employer and employee, to provide for the operation of the plant, hereinafter mentioned, under methods which will further to the fullest extent possible the safety and physical welfare 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 employees to co-operate fully, individually, and collectively for the advancement of said conditions.

**ARTICLE 2 RECOGNITION**

The company recognizes the Communications, Energy and Paperworkers Union of Canada and the union (Local #443) as the only agencies representing all employees as defined in this agreement for the purpose of collective bargaining.

Any employee who is now a member in good standing, or who becomes or is reinstated as a member of the union, shall, as a condition of continued employment, maintain such membership in good standing in the union throughout the term of this agreement. Any new employee hired on or after January 12, 1958, shall, as a condition of employment, become a member of the union thirty (30) days after his employment. In the event of the local 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 application for membership or reinstatement, except as may be provided for in the constitution and by-laws of the national union and union.

The plant committee chairperson (or designate) will be given a maximum of thirty (30) minutes time to provide a union orientation to all new employees.

**ARTICLE 3 CHECKOFF**

The company shall remit to the union not less often than once each calendar month, amounts deducted from employee's wages in respect of initiation fees, regular monthly dues and duly authorized union assessments, pursuant to an assignment executed by individual employees in the following form:

Checkoff Authorization

I, the undersigned, free and voluntarily authorize my employer, to deduct from wages earned by me the initiation fee, plus the monthly dues for the month of \_\_\_\_\_ and thereafter the regular monthly dues and such assessments as may be generally levied by Local 433 of the Communications, Energy and Paperworkers Union of Canada, in accordance with the constitution and by-laws thereof, and to forward these amounts to the said union.

Date: \_\_\_\_\_ 19\_\_.

\_\_\_\_\_  
Signature of Employee

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.

**ARTICLE 4 TERM OF AGREEMENT AND CHANGES IN AGREEMENT**  
**ARTICLE 4 TERM OF AGREEMENT AND CHANGES IN AGREEMENT**

1. Term of Agreement

The agreement shall be in effect from midnight October 1, 1994 to midnight September 30, 1997 and thereafter from year to year subject to the conditions as set out in paragraphs 2 to 5 which follow hereunder.

2. Labour Code

The parties agree that the operation of Section 50(2) of the Labour Relations Code of British Columbia is hereby excluded.

3. Notice of Re-Opening

This agreement may be opened for collective bargaining as to changes as follows. Either party desiring any change shall mail to the other party notice in writing, by registered mail, on or after June 1, 1997 but in any event not later than midnight September 30, 1997 that a change is desired, and if no such notice is given by either party on or after the said June 1, and before the said September 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 by his representative) and similar notices on behalf of the company shall be given by the president of the company (or his representative).

4. Collective Bargaining

If notice of desire for changes has been given in accordance with paragraph 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 in such negotiations 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 this agreement. If such negotiations cannot be completed prior to October 1 following the date on which such notice was given, any changes in compensation to employees shall nevertheless be retroactive to the said October 1.

5. Terminations

In case negotiations conducted in accordance with paragraph 4 above break down either party may terminate this agreement upon the expiration of ten (10) days' notice in writing mailed by registered mail to the other party.

6. No Interruption of Work

It is agreed by the union that there should be no strikes, walkouts or other interruptions 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 5 HOLIDAYS

- 1) New Year's Day
- 2) Good Friday
- 3) Victoria Day
- 4) Canada Day
- 5) B.C. Day
- 6) Labour Day
- 7) Thanksgiving Day
- 8) Remembrance Day
- 9) Christmas Day
- 10) Boxing Day

11 & 12) An eleventh (11<sup>th</sup>) and twelfth (12<sup>th</sup>) paid holiday shall be observed.

After discussion with the employees, the company may schedule these holidays by giving the union a minimum of thirty (30) days' notice prior to the dates these holidays are to be observed. It is understood that one of these holidays may be observed on a split-crew basis at the discretion of the company.

An extra ordinary holiday declared by the federal government on a one time basis - twenty-four (24) hours.

1. In order to receive pay for a statutory holiday or holidays, all employees must have been on the payroll for not less than thirty (30) days immediately preceding such holiday or holidays and must have actually worked at least one (1) day during the ninety (90) days just preceding the holiday. For each above-mentioned holiday, the employees shall receive eight (8) hours' pay at his or her regular hourly rate of pay at straight time rate.

2. In order to discourage absenteeism, the employee, when required, shall work the day before the holiday and the day after the holiday. Employees failing to comply with this rule will not receive the holiday pay.

3. Any employee absent from work on the last day preceding and/or the next work day subsequent to the holiday, as a result of sickness or compensatory accident, shall receive their holiday pay, providing they furnish to the company when requested a doctor's certificate certifying that the sickness or compensatory accident prevented the employee's presence on either or both of these days.

4. 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, the employee shall be granted payment for 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 following such holiday.

5. 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.

When an employee is on vacation and a holiday occurs, arrangements shall be made to extend the vacation period.

In the event that any holiday falls on Sunday, the following Monday will be observed and the specified hours correspondingly changed.

Overtime shall be paid for all work performed during holidays, at the rates hereinafter specified.

In the event that a holiday falls on Saturday, the company may decide either to observe the holiday on the following Monday or allow eligible employees another day off in lieu of the holiday at a later date, mutually satisfactory to the employee and the company, but in no case later than sixty (60) days following the holiday. Holiday payment, as provided in section 1 will be credited for the day the employee actually takes the holiday time off from work.

## ARTICLE 6 HOURS OF WORK

1. Both parties to this agreement are committed to maintain the principles 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 24.

2. The regular hours of work, unless otherwise mutually agreed upon between the company and the union shall be:

Day shift	6:30 a.m. to	3:00 p.m.
Afternoon shift	2:30 p.m. to	11:00 p.m.
Night shift	10:30 p.m. to	6:30 a.m.

Variances to these times will be posted on the warehouse bulletin board.

3. The day and afternoon shifts will have a lunch period of thirty (30) minutes, without pay. These shifts shall have two (2) ten (10) minute paid rest periods at a time designated by the company. The night shift schedule will consist of eight (8) hours work, less twenty (20) minutes paid lunch and two (2) ten (10) minute paid rest periods.

## ARTICLE 7 DEFINITIONS

Wherever used in this agreement, including exhibits, the word EMPLOYEES means all persons on the payroll of the company, as set out in the Certificate of Bargaining Authority issued to Local #443 under the Labour Relations Code of British Columbia.

**ARTICLE 8 STARTING AND STOPPING WORK**

Employees shall be at their respective posts ready to begin work at the time their pay starts and shall not quit work in advance of the time their pay stops. For example, if an employee's pay time is for 8:00 a.m. to 12:00 noon, and from 1:00 p.m. to 5:00 p.m., he shall be at his post ready for work at 8:00 a.m. and 1:00 p.m., and shall not quit work until 12:00 noon and 5:00 p.m.

**ARTICLE 9 ALLOWANCE FOR FAILURE TO PROVIDE WORK**

1. In case any employee reports for his regular scheduled shift having been ordered to report for such work and then no work is provided, he shall nevertheless receive two (2) hours' pay for so reporting.

2. In any case where an employee has commenced his regular scheduled shift, he shall receive a minimum of four (4) hours' pay except in cases of accident, breakdown, interruption of power, or acts of God. In cases of accident, breakdown, interruption of power, or acts of God, the employee shall receive a minimum of two (2) hours' pay.

3. In any case where an employee has commenced his regular scheduled shift and is transferred to a lower paid job he will receive his regular rate for the balance of his shift.

**ARTICLE 10 MINIMUM CALL FOR EMPLOYEES**

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 the 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).

(i) When the change in starting time does not exceed one (1) hour, no call time is payable.

(ii) When the employee is given thirty-six (36) hours notice of the change in starting time and such notice is given during the employee's regular working hours, no call time is payable.

(iii) 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.

2. It is understood and agreed that in the payment of call time on the basis provided in this Article, 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.

It is further understood and agreed that in the payment of call time on the basis provided in this Article, 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 allowance payable under Article 9, hereof.

#### **ARTICLE 11 BULLETIN BOARDSARTICLE 11 BULLETIN BOARDS**

The employer shall supply adequately enclosed official bulletin boards for the use of the union in posting of officially signed bulletins.

#### **ARTICLE 12 DISCIPLINARY ACTIONARTICLE 12 DISCIPLINARY ACTION**

1. The Company has the right to discipline or discharge employees for just cause.

2. Should an employee be required to attend a meeting with management where a disciplinary investigation, discussion or action may occur, the Company will make every effort to notify the plant committee. The Plant committee will have the right to attend any such meeting.

3. The Plant committee will be given copies of all written disciplinary letters or letters of reprimand given to employees.

4. Any disciplinary letters or letters of reprimand placed on an employee's file shall be purged for the file if the employee goes two years without having any formal discipline of any kind.

**ARTICLE 13 ADJUSTMENT OF COMPLAINTS** **ARTICLE 13 ADJUSTMENT OF COMPLAINTS**

A plant committee shall be elected to consist of one to two employees elected by the union members employed in the operation covered by this agreement. Meetings of the plant committee shall, whenever possible, be held out of working hours. In the event a grievance shall arise, it shall be dealt with in the following manner.

1. The employee involved shall first take up the matter with the shop steward and the foreman directly in charge of the work.

2. If a satisfactory solution is not reached within five (5) days the grievance committee shall take up the problem with the management within thirty (30) days of the time the final reply is received under 1 above. Grievances other than those involving individual employees must be instituted in writing, at this step, by either party.

3. If the matter is not then satisfactorily solved within five (5) days, it shall be referred to the business agent of the local union and/or an officer of the national union and management within thirty (30) days of the time a final reply is received under 2 above.

4. If a satisfactory settlement is not then reached, it shall within thirty (30) days be referred to arbitration, hereinafter provided.

If the grievance is not processed to the next stage in either 2, 3 or 4 above within the prescribed time limits, the grievance shall be considered to be abandoned. However, the prescribed time limits may be extended by mutual agreement between the parties.

**ARTICLE 14 ARBITRATION** **ARTICLE 14 ARBITRATION**

1. In the event of a dispute arising out of this agreement, or any question in respect of the interpretation of this agreement which cannot be settled to the mutual satisfaction of the parties hereto, such dispute shall be submitted for determination to an arbitrator. Either party shall notify the other party in writing, by registered mail, of the question to be arbitrated.

2. 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 within the Labour Relations Code of B.C.

3. After the Arbitrator has been chosen he shall meet and hear evidence of both sides and render a decision within fifteen (15) days after he has concluded his hearings, said decision to be final and binding upon all parties to this Agreement.

4. The parties shall bear in equal portions the fees and expenses of the Arbitrator and rental of any premises used for the hearing.

5. 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.

6. 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.

(i) The company will not use as evidence a note of a discussion with an employee concerning his performance unless the employee was told at the time of the discussion that a note was being included in his record.

7. In all matters of procedure not covered by the provisions herein, including alternate procedure for the selection of the Arbitrator, the Arbitration Provisions of the Labour Relations Code of B.C. shall apply.

#### **ARTICLE 15 SENIORITYARTICLE 15 SENIORITY**

1. In promotions or layoffs, or recall from layoffs, other things being equal, the principles of seniority will govern. In the event of curtailment, regular truck drivers may be replaced by more senior qualified employees who are listed as relief drivers. However, before a final decision is made by management, management shall confer with the standing committee of the union. In cases of disagreement, the grievance procedure, as laid down in Articles 13 and 14 of this agreement shall apply.

2. a) Effective August 20, 1995, when two (2) or more employees are hired on the same day, their order of seniority will be determined by the alphabetical order of their surnames.

b) An employee will be considered probationary until he or she has completed thirty (30) accumulated calendar days with the company. This period may be extended by mutual agreement of the standing committee.

c) In the event of layoff, a probationary employee will be terminated. A probationary employee who is terminated and recalled will receive credit for each period of employment in calculating his thirty (30) day probationary period, and at the completion of the probationary period his plant seniority will be adjusted to thirty (30) days prior to completion.

d) During the period of April 1 to September 30 each year, summer students may be employed to supplement the regular work force. These summer students shall be designated as "temporary employees". Such temporary employees shall be subject to all the provisions of this agreement with the exception of seniority and where summer students have not worked forty (40) hours in the work week prior to any Saturday and/or Sunday work, then any hours worked on Saturday and/or Sunday shall only carry the overtime premium rate for hours in excess of eight (8) or forty (40) in the week. In the event of a decrease in the work force "temporary employees" shall be laid

off before any reduction is made in the permanent work force. In the event that a temporary employee wishes to obtain permanent status he or she must make application in writing and will be subject to evaluation before being added to the permanent crew.

3. Vacancies above the base rate that are not due to vacations, sick leave or leave of absence, shall be posted on the bulletin boards for a period of 15 calendar days in order that all employees may bid therefore.

Employees who are absent on vacation will be considered for a job posting if the employee has left notice, in writing, with the Company and Union that he/she would be interested in the posting should it become available during his/her absence.

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 will be considered a probationary period. During this period the company might deem it 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 be returned to his former job with no loss of seniority rights.

4. Lay-Off and Recall

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

a) An employee who requests and receives his vacation pay for the current period of employment shall be terminated. The request must be in writing and co-signed by a member of the union plant committee.

b) Failure of an employee to report for work within one (1) week of notice to his last address reported to and received at the plant shall result in termination of employment with the company. Bona fide reason for failure to report shall not deprive an employee of his recall rights.

c) 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 six (6) months from the date of his layoff.

(ii) An employee with one (1) or more years of continuous service shall retain seniority for one year from the date of layoff plus one (1) additional month for each year of service up to an additional twelve (12) months.

(iii) Employees may give up their recall rights earlier in exchange for payment of appropriate severance pay.

d) Medical Services Plan of B.C. and Group Life Insurance coverage continuance:

(i) Medical Services Plan of B.C., extended health benefits, dental plan, life insurance and accidental death and dismemberment 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 on a cost sharing basis as provided in Exhibit "C", paragraph 5, if the employee pays his portion of the premiums in advance. Benefit plans in existence will be reinstated upon his return to work.

(ii) Medical Services Plan of B.C., extended health benefits, dental plan, life insurance and accidental death and dismemberment coverage for an employee laid off with one (1) or more years of service shall be continued at the employee's option for six (6) months for the end of the period for which deductions have already been made on a cost sharing basis as provided in Exhibit "C", paragraph 5, if the employee pays his portion of the premiums in advance. Benefit plans in existence will be reinstated upon his return to work.

## ARTICLE 16 JOB SECURITY ARTICLE 16 JOB SECURITY

1. a) The company and the 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.

b) 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 a change in the operation that is directly related to the introduction of that equipment or material.

2. 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 function of the committee to study the effect 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 of the employees are fairly and effectively protected.

3. 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 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 sixty (60) days before the expected date of change of the anticipated time sequence of final installation and production start-up and the anticipated effect on the job status of individual employees.

4. (a) In the event that it is necessary, crews will be reduced in accordance with Article 15, Seniority.

(b) An employee who is set back to a lower paid job because of mechanization, technological change or automation will receive the rate of his regular job at the time of the set back 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 the rate to his regular job at the time of the set back 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 employee will have the option of terminating his employment and accepting severance pay as outlined in subsection 5(a) below, provided he exercises this option within the initial six (6) month period.

(c) Any 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 prove 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 employee may process a grievance.

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

(i) One (1) week's pay for each year of employment during his last period of continuous service, computed on the basis of forty (40) straight time hours at the employee's regular rate, the maximum severance allowance payable being thirty (30) weeks' pay.

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 year from the date of termination. He may apply in writing at any time during the year, at which time his full severance will be paid forthwith.

(b) Where the right of recall and seniority retention is elected, the employee's severance will be held in abeyance for the duration of his/her recall rights at which time the employee will be terminated and his/her severance will be paid. Where the employee renounces the right of recall during this period, the employee will be terminated and his/her severance will be paid and all seniority, recall and employment rights will cease. Senior employees within the department may have the opportunity of accepting severance under this article.

(c) Such employees for whom no employment is available will be given at least thirty (30) days' notice of separation.

6. If the Company decides to permanently discontinue a job category the provisions of this Article shall apply. If the job category eliminated should be re-established within one (1) year an employee who receives the benefits of this Article 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.

7. 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 Article.

**ARTICLE 17 PERMANENT PLANT CLOSURE      ARTICLE 17 PERMANENT PLANT CLOSURE**

1. Notice: An employee terminated as a result of a permanent planned closure of the plant shall be given a minimum of thirty (30) days' notice of closure.

2. Severance Allowance: Such employees shall be entitled to a severance allowance of one (1) week's pay for each year of employment during his last period of continuous service, computed on the basis of forty (40) straight time hours at the employee's regular rate.

**ARTICLE 18 VACATIONS      ARTICLE 18 VACATIONS**

1. Entitlement

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

An Employee who is on the payroll on January 1st, 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 hourly rate of the employee's regular job
a) been employed for less than one year and does not qualify under (b) below:	¼ day for each full week of actual work performed during the preceding vacation period provided no vacation of less than one day will be granted	4 ½% or	Nil hours
b) been employed for less than one year but has worked not less than 1,500 hours during the preceding vacation period	2 weeks	4 ½%	80 hours
or been employed for not less than one year and who has worked not less than 1,200 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; First Aid Leaves; and Banked Days off

c) qualified for his 2nd vacation under this agreement;	3 weeks	6 ½%	120 hours
d) qualified for his 7th vacation under this agreement;	4 weeks	8 ½%	160 hours
e) qualified for his 15th vacation under this agreement;	5 weeks	10 ½%	200 hours
f) qualified for his 24th vacation under this agreement;	6 weeks	12 ½%	240 hours
g) qualified for his 30th vacation under this agreement;	7 weeks	14 ½%	280 hours

## 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 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 hourly rate of the employee's regular job in respect of the first week of his vacation.

## 3. Payment on Termination

In the event an 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 4½%, 6½%, 8½%, 10½%, 12½%, or 14½% (depending on which category described above the employee belongs) 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.

## 4. General Rules

(a) The vacation period is January 1 to December 31.

(b) Vacations with pay provided in accordance with subsection 1 above for employees in category (a) may not be counted when determining whether an employee has qualified for the vacations provided under subsection 1 for employees in categories (c), (d), (e), (f) or (g).

(c) Except as provided in Section 4 (d) 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 thereto 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.

(f) The allocation of vacation times is to be decided by the Company. However, the Company will endeavour by discussion with the employees or the union, to arrange vacations to suit the employees' wishes.

(g) Time not exceeding one year, 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 qualifying for vacation.

(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 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.

(i) Time lost as the result of layoff shall not be considered as time worked for the purpose of qualifying for a vacation.

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 19 SUPPLEMENTARY VACATIONARTICLE 19 SUPPLEMENTARY VACATION**

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 is entitled, become eligible to receive a supplementary vacation with pay each five (5) years as follows:

<u>Years of Completed Continuous Service</u>	<u>Weeks of Supplementary Vacation</u>
After Five	One (1)
After Ten	Two (2)
After Fifteen	Two (2)
After Twenty	Three (3)
After Twenty-Five	Three (3)
After Thirty	Four (4)
After Thirty-Five	Four (4)
After Forty	Five (5)

2. The supplementary vacation may be taken in conjunction with the regular vacation to which the employee is entitled provided such regular vacation is not scheduled to be taken during the months of July or August, in which event the supplementary vacation shall be taken at a time to be agreed upon by the company and the employee.

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

4. One (1) week's supplementary vacation pay shall be equal to forty (40) hours at the straight time hourly rate of the employee's regular job.

5. For the purpose of determining eligibility for supplementary vacation, an employee's service shall be calculated from the date of his joining the company.

6. An employee may take one or more days of supplementary vacation during the period between the Christmas and New Years holidays providing he has used all of the deferred overtime to which he is entitled.

The scheduling of less than a full week of supplementary vacation in this manner must not interfere with the scheduling of regular vacations, and will be subject to staffing requirements as determined by the company.

## **ARTICLE 20 SAFETYARTICLE 20 SAFETY**

The union undertakes to promote safety education among their members in an effort to overcome accidents.

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.

The local union and the Company shall co-operate in selecting one (1) or more safety committees, which will meet at least once a month to consider all safety problems.

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.

The Company will provide a safety footwear allowance of sixty-five (65) dollars per contract year to employees who purchase approved safety footwear and who provide receipt of proof of purchase.

Employees who provide medical verification of the need for orthopaedic safety footwear shall be provided a safety footwear allowance of eight-five (85) dollars per contract year upon receipt of proof of purchase.

## **ARTICLE 21 BEREAVEMENT LEAVEARTICLE 21 BEREAVEMENT LEAVE**

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 regular straight time hourly 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.

2. Members of the employee's immediate family are defined as the employee's spouse, mother, father, brothers, sisters, sons, daughters, mother-in-law, father-in-law, step parents, step children, grandparents and grandchildren, sons-in-law, daughters-in-law, and common law spouse only.

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 holiday, but will not be counted as hours worked for the purpose of computing overtime.

**ARTICLE 22 JURY DUTY****ARTICLE 22 JURY DUTY**

1. Any regular full-time employee who is required to report for jury duty including coroners inquest or who is required to appear as a Crown witness, on a day on which he would normally have worked, will be reimbursed by the Company for the difference between the pay received for jury duty or witness duty and his regular straight time hourly rate of pay for his regularly scheduled hours of work necessarily lost. It is understood that such reimbursement shall not be for hours in excess of eight (8) per day or forty (40) per week, less pay received for jury or witness duty. The employee will be required to furnish proof of jury or witness service and jury duty or witness pay received.

2. Hours paid for jury or witness 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 23 WAGE SCHEDULE****ARTICLE 23 WAGE SCHEDULE**

		Oct 1/95	Apr 1/96	Oct 1/96	Apr 1/97
	\$	\$	\$	\$	\$
Order Assembler					
0 - 2 months	18.17	18.35	18.53	18.72	18.91
2 - 4 months	18.45	18.63	18.82	19.01	19.20
after 4 months	18.52	18.71	18.90	19.09	19.28
Receiver	19.32	19.51	19.71	19.91	20.11
Fork Lift Operator	19.12	19.31	19.50	19.70	19.90
Truck Driver					
0 - 160 hours	19.57	19.77	19.97	20.17	20.37
after 160 hours	19.89	20.09	20.29	20.49	20.69
Transport Truck Driver	20.64	20.85	21.06	21.27	21.48
Cutter Operator					
(incumbent only)	19.48	19.67	19.87	20.07	20.27

Forklift Operators will receive a premium of 20¢ per hour when checking receiver goods.

Note: The cutter operator job will be deleted if and when the employee who currently holds the position either accepts a new posting, retires, or terminates his employment. At that time, employees who perform the job function will receive a \$1.00 per hour premium above their job rate while performing the job function.

Lead Hand An employee selected as required by the Company to become lead hands will receive a rate of pay of \$20.03 (plus all negotiated increases - Oct. 1/95 - \$20.23, Apr. 1/96 - \$20.43, Oct. 1/96 - \$20.63, Apr. 1/97 - \$20.84)

Summer Students will receive a rate of \$1.50 less than the posted rate for all categories. Effective August 20, 1995, students employed with the Company for the summer school break will not accumulate seniority for any purpose under the collective agreement. These students will be paid a rate of \$3.00 per hour below the posted rates for the job category.

First Aid Relief An employee who is designated by the Company to be the First Aid Attendant on shift will receive this following sum for each hour worked:

- C ticket held - occupational rate plus 45¢
- B ticket held - occupational rate plus 55¢
- A ticket held - occupational rate plus 65¢

Effective August 20, 1995, an employee who is designated by the Company to be the first aid attendant on shift, will receive the following sum for each hour worked:

- Level 3 Certificate - occupational rate plus 65¢ per hour
- Level 2 Certificate - occupational rate plus 55¢ per hour
- Level 1 Certificate - occupational rate plus 45¢ per hour

Relief First Aid Attendants An employee who holds a valid B.C. Industrial First Aid Ticket who is not acting as the designated first aid attendant on shift will receive a premium of 15¢ per hour for each hour worked. This premium will not be added to the wage rates for the purpose of calculating overtime.

When acting as relief designated first aid attendant, the appropriate first aid attendant rate will be paid in place of this premium.

## **ARTICLE 24 NIGHT SHIFT DIFFERENTIAL**

1. A differential of thirty-one (31) cents per hour shall be paid for all hours actually worked, whether at straight time or overtime, between the hours of 2:30 p.m. and 11:00 p.m. or between the hours nearest to 2:30 p.m. and 11:00 p.m. which are the scheduled hours of starting and stopping the regular afternoon shift.

A differential of fifty (50) cents per hour shall be paid for all hours actually worked whether at straight time or overtime, between the hours 10:30 p.m. and 6:30 a.m. or between the hours nearest to 10:30 p.m. and 6:30 a.m. which are the scheduled hours of starting and stopping the regular graveyard shift.

When such hours are worked as part of a regular day shift, no differential shall be paid.

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

## **ARTICLE 25 OVERTIME**

1. Employees shall be entitled to receive overtime pay for time worked on the following basis:

(a) Time and one-half for work in excess of forty (40) hours per week.

(b) Time and one-half for the first **three (3)** hours worked in excess of eight (8) hours in a day and double time thereafter.

(c) Time and one-half for the first twelve (12) hours on Saturday and double time thereafter.

(d) Time and one-half for the first twelve (12) hours and double time thereafter for work performed on designated days off.

(e) Double time for all work performed on Sundays and holidays.

In the payment of overtime on the basis provided above, the one basis which results in payment of the largest amount of overtime shall be used.

All employees may elect to participate in a Deferred Overtime Plan as outlined in Appendix 1 attached.

#### **ARTICLE 26 MEAL HOURARTICLE 26MEAL HOUR**

Any employee required to work more than two (2) hours beyond the end of his regular scheduled eight (8) hour shift, or who is required to report for work more than two (2) hours before the start of his regular scheduled eight (8) hour shift and who is expected to work more than ten (10) consecutive hours shall be granted a meal allowance of twelve (12) dollars.

#### **ARTICLE 27 WELFARE PLANARTICLE 27 WELFARE PLAN**

It is understood and agreed that the company will make available to all employees as defined in Article 7 of this agreement, the Welfare Plan, as defined in Exhibit "C" of this Labour Agreement including any amendments that may be negotiated from time to time. It is further agreed that the effective date of these negotiated changes will be consistent with the dates shown in this Unisource Canada Annacis Distribution Centre Labour Agreement.

#### **ARTICLE 28 PENSION PLANARTICLE 28 PENSION PLAN**

1. Each employee as defined in this agreement shall participate in the Pulp and Paper Industry Pension Plan as set forth in the B.C. Standard Labour Agreement.

2. Contributions will be made by the Company to the Pulp and Paper Industry Pension Plan in accordance with the terms of the B.C. Standard Labour Agreement.

3. The Company will make the following lump sum payments to the pension plan's unfunded liability for the pre-1990 service as follows:

- October 1, 1995 - \$400 per employee on the payroll on that date
- January 1, 1996 - \$400 per employee on the payroll on that date
- April 1, 1996 - \$400 per employee on the payroll on that date
- July 1, 1996 - \$400 per employee on the payroll on that date
- October 1, 1996 - \$400 per employee on the payroll on that date

Retiree Bridging

4. a) For the term of the 1994 - 1997 labour agreement, there will be available a Term Annuity Benefit which will be funded by the Company in a manner selected by the Company.

b) This benefit will be available to those employees who request it and who choose to retire early from active employment commencing at age 61, and up to, but not including, age 65. The benefit payable under this provision will be fifteen (15) dollars per month per year of service and credited on the same basis as under the terms and conditions of the Pulp and Paper Industry Pension plan.

c) Payment under this provision will cease at the end of the month immediately preceding the month in which the employee who selects to retire early under this provision attains age 65 or dies, whichever occurs first. Should an employee return to work after commencement of his provision, the payment will be handled on the basis as the present benefit is handled under the terms of the plan text.

**ARTICLE 29 LEAVE OF ABSENCEARTICLE 29 LEAVE OF ABSENCE**

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.

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 regular straight time earnings.

3. Maternity and Parental Leave

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

b) 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.

4. Other Leave

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 employees' wishes. Employees with ten or more years of service will be given special consideration.

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

**UNISOURCE CANADA, INC.  
ANNACIS DISTRIBUTION CENTRE  
#433**

**COMMUNICATIONS, ENERGY AND  
PAPERWORKERS UNION OF CANADA, Local**

\_\_\_\_\_  
R. Dixon, Unisource Canada, Inc.

\_\_\_\_\_  
G. Campbell, Business Agent

\_\_\_\_\_  
G. Frigon, Unisource Canada, Inc.

\_\_\_\_\_  
R. Niemi, Plant Committee

\_\_\_\_\_  
W. Boon, Unisource Canada, Inc.

\_\_\_\_\_  
B. Zinn, Plant Committee

\_\_\_\_\_  
T. Dixon, Unisource Canada, Inc.

\_\_\_\_\_  
B. Miller, Unisource Canada, Inc.

The Communications, Energy and Paperworkers 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 of the duties imposed upon the national by the Company and the union.

\_\_\_\_\_  
J. Britton, Representative

Attachments: Appendix I - Deferred Overtime Plan  
Exhibit "C" - Welfare Plan  
Statements of Policy  
Letters of Understanding 1, 2, 3 and 4

**APPENDIX 1 DEFERRED OVERTIME PLAN APPENDIX 1 DEFERRED OVERTIME PLAN**

The purpose of the Deferred Overtime Plan is to enable employees to receive additional compensating time off from work with pay in lieu of the time and one-half time rate payment for work performed at the rate of time and one-half or double time as provided in Article 25.

1. An employee who elects to participate in the plan shall notify the Operations Manager 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 January 1.

An employee who withdraws from the plan shall receive normal overtime payment from date of withdrawal. Those hours accumulated shall be taken in accordance with paragraph 4 and 5

2. Deferred overtime hours shall be calculated on the following basis:

a) One and one-half hour for each overtime hour worked at time and one-half rate as provided in Article 25.

b) Two hours for each overtime hour worked at double time rate as provided in Article 25.

3. Deferred overtime hours shall be accumulated during the period from January 1 to December 31 yearly.

4. Compensating time off shall be accumulated in units of eight (8) hours to a maximum of 160 hours.

a) Upon accumulation of eight (8) hours, the employee may request compensating time off prior to the end of the accumulating period. Compensating time off must be taken in multiples of eight (8) hours.

b) If at the end of the accumulating period, the employee has accumulated over eight (8) hours, compensating time off shall be taken in units of eight hours. For those hours less than eight (8), the employee shall receive normal overtime payment.

5. Compensating time off not taken or arranged for by May 1 of the following year shall be scheduled by the Company.

a) The granting of compensating time off 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.

b) Allocation of regular vacation will receive priority.

c) The employee shall request compensating time off at least seven (7) days in advance of the week in which the compensating time off is desired.

6. Calculation of payment for compensating time off:

each pay period.

- a) Total earnings, including overtime pay, will be calculated for each participant

- b) Deductions from these earnings will not include income tax for the deferred overtime earnings.

- c) 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:

- i) For time and one-half overtime, an amount equal to the time and one-half overtime earnings.

- ii) For double time, an amount equal to the double time overtime earnings.

7. 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.

## EXHIBIT "C" WELFARE PLAN

This Exhibit "C", including Schedule 1 which is attached hereto and forms part hereof, sets forth the respective rights and obligations of the Company and its employees, under the Welfare Plan which the Company has established pursuant to Article 27 of this Labour Agreement.

### 1. Compliance

a) The Company will comply with the terms and conditions set forth in this Exhibit "C" and provide the coverages required therein.

b) The coverages shall be subject to the limitations in the contracts of the selected carrier or carriers.

### 2. Waiting Period

All full-time employees who are actively working and have completed three (3) months service are eligible for the coverage except for the B.C. Medical Plan including Extended Health Benefits which will be effective the first of the month following date of hire.

All employees shall join the Welfare Plan, as a condition of employment, when they become eligible.

### 3. Union Welfare Committee-Management Welfare Committee

A union welfare committee shall be appointed and shall meet with a management welfare committee with respect to questions which may arise concerning the operations of the Welfare Plan. The union welfare committee shall consist of three (3) members, who shall be selected by the union from participating employees who are working in the plant at the time of appointment to and while serving on such committee. The Company shall appoint a management welfare committee consisting of four (4) members.

The Company agrees to furnish to the committee such statistical reports as the committee may require.

### 4. Changes in Classification

The regular wage rate of the employee in effect on December 1 and June 1 will determine his entitlement to Group Life and Accidental Death and Dismemberment coverages as outlined in the schedule contained in Exhibit "C". Where an employee's regular duties consist of more than one job, his regular rate shall be deemed to be the average of the rates applicable to such jobs.

### 5. Costs

Net costs of the coverages and benefits made available to participating employees under the Welfare Plan will be shared between the Company and the said employees in accordance with the following:

Group Term Life Insurance	Company 100%
Accidental Death and Dismemberment Insurance	Company 100%

Medical Surgical Coverage	Company 100%
Extended Health Benefit	Company 100%
Dental Plan	Company 100%
Non Occupational Accident & Sickness Insurance	Employee 30% - Company 70%
Long Term Disability Benefit	Employee 30% - Company 70%

6. Reporting Period

The reporting period will be December 1 to November 30 each year. Such reports will be submitted to the welfare committee not later than March 1<sup>st</sup> of each year. The committee shall distribute copies of the reports to the local union concerned.

7. Changes in Premiums

It is understood that any change in respect of the rate charged by the carrier may only be made effective as of April 1 in any year.

8. Distribution of Surplus

It is understood that a surplus accumulation, if any, will be used only for the purpose of reducing premium costs.

Surplus accumulations must be disposed of within reasonable time limits. Questions in this respect will be referred to the welfare committee for decision.

9. Optional Payments Under Life Insurance

In any case where the existing company plan provides optional methods of payment to the beneficiary under the life insurance program, such policy provisions will remain in effect.

10. Disputes

No dispute arising out of the operation, administration or interpretation of any coverage contract between the Company and the carrier shall be subject to the Adjustment of Complaints procedure of this labour agreement. Any such dispute shall be adjudicated under the terms of such coverage contract.

11. Disputed Workers' Compensation Board Claims

If any 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.

In cases where the W.C.B. has accepted a claim for medical costs but there is a dispute existing over time loss benefits, weekly indemnity payments under the Welfare Plan will be available after an independent medical by a physician of the insurance carrier's choice has confirmed the employee's disability.

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.

12. Negotiated Changes 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.

13. Coverage During Leave of Absence

a) Employees on authorized leave of absence under Article 29, Subsection 1 for Local Union business will have their Welfare Plan continued for a period of up to one year.

After one (1) year the Welfare Plan may be continued for the duration of the leave of absence upon payment of the full premium by the employee.

b) Group Term Life Insurance, Accidental Death and Dismemberment Insurance, Medical-Surgical Coverage, EHB, and Dental coverage for employees on authorized leave of absence for extended vacation purposes will be provided up to a total of three (3) months in any one calendar year.

14. Common-Law Dependent Coverage

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.

15. Surviving Spouse and Dependent Children

Where a surviving spouse and dependents of a deceased employee are not covered by such plans by reason of their own employment, the Company will extend the coverage under Medical-Surgical Plan, the Extended Health Benefit Plan and the Dental Plan for a period of three (3) months, commencing on the first of the month following the month in which the death occurs.

## **SCHEDULE 1 WELFARE PLAN COVERAGES**

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 U.I. maternity benefits the employee will receive fifty-two (52) weeks of total benefit, if required.

a) Group Term Life Insurance

The Welfare Plan will include group term life insurance coverage for all eligible employees in the amount of sixty thousand dollars (\$60,000). This benefit will be payable on a twenty-four (24) hour coverage basis.

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

The Welfare Plan will include accidental death insurance coverage for all eligible employees in the amount of sixty thousand dollars (\$60,000). This benefit will be payable on a twenty-four (24) hour coverage basis.

Dismemberment and paralysis insurance benefits of the Welfare Plan will be in accordance with the schedules offered by the particular carrier involved, such coverage to be on a twenty-four (24) hour basis.

c) Non-Occupational Accident and Sickness Insurance

The Welfare Plan will include non-occupational accident and sickness insurance in accordance with the table below. Weekly indemnity 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 result from 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.

Table of Hourly Job rate Brackets and Corresponding Coverage

Hourly Job Rate Brackets	Non-Occupational Weekly Sickness and Accident Insurance				
	Effective Mar. 12/93 \$	Oct. 1/95 \$	Apr. 1/96 \$	Oct. 1/96 \$	Apr. 1/97 \$
\$ 18.00 but less than \$ 18.25	470.00	470.00			
\$ 18.25 but less than \$ 18.50	475.00	475.00			
\$ 18.50 but less than \$ 18.75	480.00	480.00	480.00	480.00	
\$ 18.75 but less than \$ 19.00	485.00	485.00	485.00	485.00	485.00
\$ 19.00 but less than \$ 19.25	490.00	490.00	490.00	490.00	490.00
\$ 19.25 but less than \$ 19.50	495.00	495.00	495.00	495.00	495.00
\$ 19.50 but less than \$ 19.75	500.00	500.00	500.00	500.00	500.00
\$ 19.75 but less than \$ 20.00	505.00	505.00	505.00	505.00	505.00
\$ 20.00 but less than \$ 20.25	510.00	510.00	510.00	510.00	510.00
\$ 20.25 but less than \$ 20.50	515.00	515.00	515.00	515.00	515.00
\$ 20.50 but less than \$ 20.75	520.00	520.00	520.00	520.00	520.00
\$ 20.75 but less than \$ 21.00	525.00	525.00	525.00	525.00	525.00
\$ 21.00 but less than \$ 21.25	530.00	530.00	530.00	530.00	530.00
\$ 21.25 but less than \$ 21.50	535.00	535.00	535.00	535.00	535.00
\$ 21.50 or over	540.00	540.00	540.00	540.00	540.00

An employee receiving benefits under this insurance or Workers; Compensation shall not be entitled to receive vacation pay during the same period unless the employee has been off work for more than four (4) months or in the event such vacation pay represents the balance owing to an employee at the end of a vacation year.

Each of the hourly job rates in the above table is defined as the straight time rate of the employee's regular job exclusive of all premiums and fringes.

Income tax shall be deducted from Weekly Disability Payments on a single status basis. Employees who wish tax deducted on some other basis may make arrangements by contacting the Industrial Relations Department.

d) Medical Surgical Coverage

The present B.C. Medical Plan or comparable medical-surgical coverage will be maintained for the term of this agreement as provided in Exhibit "C", paragraph 5.

e) Standard Extended Health Benefit Plan

i) The standard extended health benefit plan as provided by Medical Services Association as at September 1, 1981, will be implemented as outlined in "Your Group Benefits" dated September 1, 1995 (as attached).

ii) Incorporate the co-insurance rate for hospitalization into the Extended Health Benefit Coverage to a maximum of \$8.50 per day.

iii) The Plan will be amended to provide payment up to a maximum of \$125.00 for employees and eligible dependents in any 24 consecutive 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 prescription; provided, however, that if the eyeglasses are for an employee for use while working in a mill they must be safety lenses and frames.

iv) Life time maximum coverage - \$100,000.

f) Out of Province Travel Plan

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 \$1,500.00. Receipts will be required and forwarded with 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.

g) Long Term Disability Plan

The Welfare Plan will include a Long Term Disability Plan which will provide the following:

- i) The Plan will become effective September 1, 1978 and will only apply to non-occupational disabilities.
- ii) Benefits and other terms and conditions of the plan will be established pursuant to the general principles set forth in the Long Term Disability Plan Summary for Unisource Canada, Inc., Industrial Products.
- iii) The union accepts the foregoing Long Term Disability Plan as payment in kind of the employees share of the reduction in the unemployment insurance premium resulting from the qualification of the Weekly Indemnity Plan under Unemployment Insurance regulations.

#### Long Term Disability Plan Summary for Unisource Canada, Inc. (Industrial Products)

##### 1. Eligibility

- a) Hourly employees who are working full-time for full pay. Minimum hours worked no less than thirty (30) per 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 industry plans coverage will commence on the date the plan is implemented.

##### 2. Level of Benefit

- a) For employees who qualify for commencement of Long Term Disability Benefits prior to September 1, 1981 - 50% of regular weekly earnings calculated at forty (40) times the disabled employee's hourly straight time job rate at date of onset of disability. (Note: Not to include negotiated increases or retroactive adjustments.)
- b) For employees who qualify for commencement of Long Term Disability Benefits after September 1, 1981 - 50% of regular weekly earnings calculated at forty (40) times the disabled employee's hourly straight time job rate at date of onset of disability plus any negotiated increases to that hourly straight time job rate at date of onset of disability plus any negotiated increases to that hourly straight time rate which would take place during the Elimination Period.

##### 3. Elimination Period

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

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

a) There will be a minimum of sixty (60) months of benefit payment for persons with sixty (60) or less months of service.

b) Additional benefits will be paid on the basis of one (1) month for each two (2) months of continuous service beyond the sixty (60) months' service with the member pulp and paper company up to the date of onset of disability.

c) For those who are either on W.I. and L.T.D. effective September 1, 1988 and continue to be disabled, benefits will be paid to age sixty (60) as a minimum if the employee does not have sufficient service to carry him further under (b) above. At the point that he runs out of L.T.D. benefit, he can elect to either retire early or go on disability pension benefit until age sixty-five (65), at which time he will retire.

d) For new claims that commence after September 1, 1988, benefits will be paid to age sixty (60) as a minimum if the employee does not have sufficient service to carry him further under (b) above. At the point when he runs out of L.T.D. benefit, he will retire.

e) Benefit payment will not be paid beyond age sixty-five (65) and in all cases, will cease on recovery.

5. Definition of Total Disability

a) The disabled employee's inability to perform the duties of his own occupation for the first eighteen (18) 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.

6. 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 70% of the 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 and 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 disability payments from this plan commence, will not further reduce the benefits from this plan.

7. 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 50% of the employee's rehabilitative employment income that exceeds fifty (50) dollars 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 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 entitles the disabled employee to an allowance, provided such rehabilitative employment has the approval of the employee, and his doctor in consultation with the underwriter of the L.T.D. Plan.

c) Rehabilitative employment will be deemed to continue until such time as the employee's earnings from rehabilitative employment exceed 75% of his straight time earnings at date of disability but in no event for more than 24 months from the date rehabilitative employment commences.

8. 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.

9. 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 90 day period prior to joining the plan will not be covered unless the employee has completed 12 consecutive months of employment during which he was not absent from work from the aforementioned accident, sickness or mental disorder.

10. Successive Disabilities

A subsequent disability that is related to a previous disability and occurs within six months of an employee's return to work will be considered a continuation of the previous L.T.D. disability and the employee will not be eligible for W.I. benefits. The employee under these circumstances will be eligible to receive benefits without the necessity of completing another elimination period.

11. Termination

Coverage will cease:

- a) On termination of employment.
- b) On a date 52 weeks prior to an employee's 65th 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 except when an employee has requested continuation of coverage in accordance with Section 6 of Article XXI of the B.C. Standard Labour Agreement, in which case coverage under this plan will continue only for the periods specified in the aforementioned Sections of the Agreements. In the event an employee becomes totally disabled while covered by this plan under this provision, the elimination period will commence on the date such an employee is scheduled to return to active full-time employment.

Employees who have sufficient seniority and who request continuation of coverage under this plan during a period of lay-off will be required to pay their portion of the plan premium.

12. Contributions

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

payments.

13. 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 Unemployment Insurance Premium resulting from the qualification of the Weekly Indemnity Plan under the Unemployment Insurance Regulations. The full U.I.C. premium reduction including the employee 5/12 share will be retained by the employer.

b) When an employee becomes totally disabled under this plan he will be paid any outstanding entitlement with respect to vacations, supplementary vacations, statutory holidays, and banked overtime.

Upon commencement of L.T.D. benefits all terms and conditions of the Collective Agreements will become inoperative except where provided for in Article 13-c-ii, c-iii and c-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. benefit.

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.

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 of retirement or termination of L.T.D. disability benefits.

iv) An employee returning to work from an L.T.D. claim will return to a job that his seniority, qualifications and ability to preform the work properly entitle him to.

v) Active claims as referred to in Section 12 of Exhibit C of the Labour Agreement between Unisource Canada, Inc., Annacis Distribution Centre, and the Communications, Energy and Paperworkers Union of Canada, Local 433, will be defined as that period of time during which an employee is in receipt of W.I. payments only.

h) Dental Plan

a) Benefits

i) 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.)

ii) Preventative Services

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

Cleaning and scaling

Topical application of fluoride

Space maintainers

iii) Surgical Services

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

iv) 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.

v) Prosthetic Repairs

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

vi) Endodontics

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

vii) Periodontics

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

viii) Prosthetic Appliances and Crown and Bridge Procedures

a) Crowns and bridges.

b) Partial and/or complete dentures, but not more than once in five years.

ix) Orthodontics

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 to their 19th birthday only.

The maximum lifetime benefit is \$2,000.00 per person for all services provided by an Orthodontist.

b) Co-Insurance

i) With respect to benefits (i) to (vii), the plan will provide reimbursement of 80% of eligible expenses.

Benefits (viii) and (ix) will be subject to 50% co-insurance.

ii) The insurance carrier will make payment on behalf of the employee to the dentist rendering services, or at the dentist's option make payment to the member for covered dental services in accordance with the terms of the dental plan.

## **STATEMENT OF POLICY STATEMENT OF POLICY**

### **Clarification of Work Performed by Supervisor**

The union and employer recognize that salaried supervisors are excluded from the provisions of the labour contract, and accordingly, it is improper for salaried supervisors normally to do the kind of work which is done by those defined as employees in the contract.

It is also recognized that, for the practical and efficient operation of the plant, there are occasions when a salaried supervisor must help. Such occasions must be temporary in nature and must not result in the displacement or exclusion of employees under the contract.

### **Bonding**

If, at any time, the employer requires any employee hereunder to be bonded, it is agreed that the employer shall then request the employee to fill in an application to a recognized bonding firm selected by the employer. It is further agreed that the costs of such bonding shall be paid by the employer.

**LETTER OF UNDERSTANDING NO. 1 LETTER OF UNDERSTANDING NO. 1**

Six Day Operations

If during the term of the collective agreement, the requirements of the business make it necessary to operate the Annacis facility on a regular six day basis, a new work schedule shall be developed. As soon as practical, the Company and union committee shall meet to try to develop a mutually agreeable work schedule which includes Saturday as a regular work day. Hours worked on a Saturday, as part of a regular shift, will be paid at straight time rates. The amended work schedule will apply to a limited number of employees.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1995.

**UNISOURCE CANADA, INC.  
ANNACIS DISTRIBUTION CENTRE  
#433**

**COMMUNICATIONS, ENERGY AND  
PAPERWORKERS UNION OF CANADA, Local**

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**LETTER OF UNDERSTANDING NO. 2**

Overtime

The Company and Union agree that:

1. Overtime will be allocated in order of seniority by availability and by shift.
2. The employee has the right to voluntarily agree to work or refuse to work overtime. If the employee agrees to work he/she will be expected to report to work for those hours agreed to.
3. In cases where overtime work is essential, available employees capable of performing the work will again be canvassed in order of seniority. Should all employees capable of performing the work refuse the work, then the junior employee capable of performing the work will be required to work the essential overtime, unless the employee has a valid and reasonable reason.

The Company will make every effort to provide as much notice as possible to employees requested to work essential overtime.

Employees who are regularly excused from essential overtime assignments because they have a valid and reasonable reason, will have their situations recorded and these may be reviewed by local management and the Plant Committee to determine if they are appropriate in the circumstances.

4. The Company will make every effort to minimize the use of overtime.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1995.

**UNISOURCE CANADA, INC.  
ANNACIS DISTRIBUTION CENTRE  
#433**

**COMMUNICATIONS, ENERGY AND  
PAPERWORKERS UNION OF CANADA, Local**

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**LETTER OF UNDERSTANDING NO. 3 LETTER OF UNDERSTANDING NO. 3**

Hours of Work

The Company and Union agree to abide by Article 6 of the Collective Agreement except that:

1. With seven (7) calendar days written notice to any affected employee, the Company can change the day, afternoon, and/or graveyard shift, by advancing or retarding the start time by one (1) hour. This will not affect the number of total hours worked by an employee on each shift (i.e. - if the start time for the day shift is advanced by one (1) hour then the quit time for the day shift will also be advanced by one (1) hour).
2. Before the Company decides to advance or retard the start times as listed above, they will first meet with the Union Plant Committee and provide the distribution or competitive reasons for the change.
3. Volunteers will first be solicited to work the new schedule provided that the volunteers are capable of performing the work in question. If more volunteers apply than opportunities available, seniority will be the determining factor. If no volunteers come forth, the most junior employees capable of performing the work will be required to work the new shifts.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1995.

UNISOURCE CANADA, INC.  
ANNACIS DISTRIBUTION CENTRE

COMMUNICATIONS, ENERGY AND  
PAPERWORKERS UNION OF CANADA, Local #433

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**LETTER OF UNDERSTANDING NO. 4 LETTER OF UNDERSTANDING NO. 4**

**Introduction of a New Pension Plan**

- a) The Company will provide direction to the Pension Plan employer trustees to support the creation of a new pension plan on the framework and concepts discussed by the Joint Pension Restructuring Committee.
- b) The particular features of the new plan must be agreed to by the trustees by September 30, 1996 and would be based on actuarial reviews, the plan's ability to support these features and the extent of Company and employee contributions. In their deliberations in this regard, the trustees will consult with the Joint Pension Restructuring Committee.
- c) Subject to the features of the new pension plan being agreed to by the trustees:
  - i) The Company and the Unions are agreed upon the principle of matching contributions, as set out below, based on a percentage of employees' hourly wage rates (the definition of "hourly wage rates" shall be subject to determination by the trustees).
  - ii) To demonstrate their mutual support for the commitment to the new pension plan, the Company and the employees will each contribute one percent (1%) to the new plan effective January 1, 1997.
  - iii) Effective on inception of the new plan on January 1, 1997 the current \$2.35 per hour contribution will be converted to a percentage of employees' hour wage rates. The specific percentage will be determined by the trustees.
  - iv) Upon inception of the new plan the Company's one percent (1%) contribution will be in addition to the percentage arising from conversion of the current \$2.35 per hour. It is understood that this overall contribution will continue for a reasonable period of time until the unfunded liability of the existing plan as it relates to past service is sufficiently funded to allow for a reduction of the total company contribution; this matter will be addressed in the renegotiation of future collective agreements.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1995.

**UNISOURCE CANADA, INC.  
ANNACIS DISTRIBUTION CENTRE  
#433**

**COMMUNICATIONS, ENERGY AND  
PAPERWORKERS UNION OF CANADA, Local**

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