

Codification of
Local Agreements

Between

CARIBOO PULP & PAPER COMPANY

and the

COMMUNICATIONS, ENERGY

and

PAPERWORKERS UNION

Local 1115

2003 - 2008

**CEP LOCAL 1115 – CODIFICATION
OF LOCAL AGREEMENTS
INDEX**

ITEM NO.	PAGE NO.
1. Items in Codification.....	1
2. Codification Of Local Agreements.....	1
3. Seniority.....	1
4. Apprentice Seniority	2
5. Dispensing Machines.....	3
6. Refrigerators and Warming Oven/Hot Plates/Microwave.....	3
7. Dirty Money.....	4
8. Glasses	5
9. Rest Break.....	5
10. Job Postings	5
11. Working Beyond The Shift.....	7
12. Wage Rates During Shutdown.....	7
13. Short Changes	7
14. Transportation.....	7
15. Overtime Meals.....	7
16. Personal Clothing.....	8
17. Safety Footwear	8
18. Lost And Broken Tools.....	8
19. Tool Insurance	9
20. Metric Tools.....	9
21. Training For Tool Crib Attendant.....	9
22. Pay Statements.....	9
23. Light Duty Program	10
24. Car Wash.....	10
25. Recovery Boiler Operation On Shutdown	10
26. Call Ins and Mill Entry	10
27. Protective Clothing	11
28. Leaves Of Absence–Union Business...	12
29. Sunday Letter	12
30. Change Of Status	12
31. Tool Purchase.....	12
32. Student Hiring Policy.....	13
33. Payment Of Floating Holidays.....	13
34. Fire Fighting.....	13
35. Disciplinary Record	14
36. Mill Stores Coverage	14
37. Selection Of Apprentices	14
38. Medical Travel Plan.....	14
39. Benefits Manual.....	15

40. Selected Memoranda Of Agreements	15
41. Guidelines Governing Granting Employees Time Off.....	15
42. Material Handling Department	15
43. Shift Schedules-Banked Time.....	15
44. Weekly Indemnity Premium Statements	16
45. Voluntary Accidental Death and Dismemberment Insurance	16
46. R.R.S.P. Program	16
47. Pre-Retirement Planning.....	16
48. Environmental Committee.....	16
49. Retirees	16
50. Equalization Of Overtime	17
51. Maintenance On “Down” Statutory Holidays	17
52. Time Off, Floaters, Banked Time, Days In Lieu.....	18
53. Maintenance Shift Relief	18
54. Compressed Work Week	18
Exhibit ‘A’	20
Exhibit ‘B’	24
Exhibit ‘C’	27
Exhibit ‘D’	31
Guidelines Governing Granting Bargaining Unit Employees Time Off.....	41
First Aid Ticket Renewal For First Aid/Security Department Employees ...	43
Company Policies: Steam Plant/Maintenance Items.....	44
Electrical/Mechanical 12 Hour Shift Relief Guidelines	45
Light Duty Program	47
Handout #4 – Equalization of Overtime	56
Handout #9 – Vacation Carryover	57
Union Proposal- Union Agenda Item #14	57

MEMORANDUM OF AGREEMENT

BETWEEN

CARIBOO PULP & PAPER COMPANY

(hereinafter referred to as the 'Company')

AND

LOCAL 1115, COMMUNICATIONS, ENERGY AND
PAPERWORKERS' UNION

(hereinafter referred to as the "Union")

The above parties hereby agree to the following provisions covering local matters of the Company's pulp mill operations at Quesnel, B.C.

1. Items in the 1997-2003 Codification of Local Agreements that are not amended during the present negotiations will be made part of the 2003-2008 Codification of Local Agreements. Items in the 1997-2003 Codification of Local Agreements that are now redundant will not be included in the 2003-2008 Codification of Local Agreements.

2. **CODIFICATION OF LOCAL AGREEMENTS**

The Company and the Union agree to codify and observe Local Agreement items and this codification will be printed in booklet form and distributed along with the 2003-2008 Labour Agreement and will have the same force and effect as the 2003-2008 Labour Agreement.

3. **SENIORITY**

Effective dates will be as follows:

- (a) **Plant or Company:**

Date of hire for all employees

- (b) **Department:**

Date an employee enters the department and lines of progression, if applicable, as listed below:

- (i) Steam & Recovery
- (ii) Production
 - (a) Pulping Group
 - (b) Machine Room
 - (c) Pulp Warehouse
- (iii) Material Handling
 - (a) Chip Receiving (Inside Line)
 - (b) Equipment (Outside Line)
- (iv) Mill Stores
- (v) Maintenance
 - (a) Mechanical
 - (b) Electrical
 - (c) Instrument
- (vi) First Aid/Security

(c) **Job:**

Date an employee takes over a permanent job.

4. **APPRENTICE SENIORITY**

The seniority of an apprentice will be as follows:

(a) **Plant seniority:**

Date of hire

(b) **Department seniority:**

Date the employee enters the department on an established job category.

(c) **Job seniority:**

After successful completion of three years of the apprenticeship, an apprentice will be credited with three years journeyman job seniority in his indentured

trade for the purpose of layoff protection.

5. **DISPENSING MACHINES**

The Company will designate locations, numbers and types of dispensing machines in the mill and ensure that appropriate arrangements are made for their installation. A percentage of the revenue from the machines will be allocated for employee benefit in a manner worked out by the Company and the Union.

6. **REFRIGERATORS AND WARMING OVEN/HOT PLATES/MICROWAVE**

The Company will install and maintain refrigerators and combination warming oven/hot plates in the following areas or instead of supplying warming oven/hot plates, will contribute \$125.00 per microwave oven, should crews wish to purchase microwave ovens. The purchase of such crew microwave ovens may, at the request of the crews concerned, be arranged through the Purchasing Department. The Company contribution of \$125.00 per microwave oven will also apply to replacement microwave units as necessary.

In the replacement of current refrigerators, on an as required basis, the Company will purchase frost free units.

(a) Main Maintenance Lunchroom

(b) Maintenance Lunchrooms, in the following areas:

- (i) Steam Plant
- (ii) South Side Shop
- (iii) Garage
- (iv) Electrical Shop
- (v) Instrument Shop

(c) Warehouse

(d) Pulp Machine

- (i) Wet End
- (ii) Dry End

(e) Pulping Group

(f) Steam & Recovery

- (g) Material Handling
 - (i) Chip Dump - Operator's Room
 - (ii) Main Lunchroom
 - (iii) Chip Dump - Ground Floor
- (h) Portable Dumper - coffee pot only
- (i) First Aid/Security
- (j) Mill Stores

7. **DIRTY MONEY**

While engaged in working on the following jobs, employees will be paid their regular rate, or fifteen cents (\$.15) per hour over base rate, whichever is greater:

- (a) (i) Causticizing tank
- (ii) Reconst dump tank
- (iii) Weak black liquor storage tank
- (iv) 55% storage tank
- (v) 65% storage tank
- (vi) Saltcake mix tank
- (vii) Chemical ash tank
- (viii) Dissolving tank
- (ix) Lime mud storage tank
- (x) #1 filtrate tank
- (xi) #2 filtrate tank
- (xii) #3 filtrate tank

- (b) Green liquor clarifier
- (c) White liquor clarifier
- (d) Lime mud washer
- (e) Recovery furnace (fireside)
- (f) Power Boiler (fireside)
- (g) Electrostatic precipitator
- (h) Working in a boat on the effluent ponds in foamy conditions
- (i) Inside lime kiln and in the lime pit
- (j) In the effluent clarifier center well
- (k) Working in the effluent clarifier when drained
- (l) Working under chip dumpers
- (m) Working in the basements of the chip dump
- (n) Working in the Tall Oil building

8. **GLASSES**

- (a) The Company will introduce an Industrial Safety Vision Care program for employees who wear prescription glasses. Employees who wear prescription glasses will receive a pair of Industrial safety prescription glasses at no cost to them. Should these glasses become damaged or scratched, or , if an employee's prescription changes, replacement may be arranged by contacting the Human Resources Department.
- (b) In situations where the Workers' Compensation Board does not pay for glasses/lenses destroyed on the job, the Company will replace them as for unusable personal clothing. See Item #16.

9. **REST BREAK**

A ten minute break period at a generally pre-determined time during the first half and second half of the shift will be permitted to non-tour workers only, subject to the following conditions:

- (i) Privilege will not be abused
- (ii) The periods will be of no more than ten minutes duration and will occur approximately at 10:00 a.m. and 2:30 p.m.
- (iii) These times may be varied at the discretion of the supervisor concerned.
- (iv) Normally the crew will remain at the location of their job during these breaks, but if working in a non-smoking area or where personal discomfort (heat, cold, etc.) makes this undesirable, they may proceed to the nearest suitable location.

10. **JOB POSTINGS**

The Company agrees to the job postings for regular bottom jobs in a line of progression and for other jobs outside lines of progression. Such postings will be for a period of fourteen (14) calendar days and will be made on enclosed bulletin boards at the Mill Entrance, Breezeway and Material Handling area. The jobs will also be posted in the Steam Plant, Machine Tender Control Room, Fibreline Control Room and the Maintenance Shop.

JOB POSTING POLICY

1. Entry jobs in lines of progression and jobs not in line of progression will be posted when permanent openings exist.
2. To be eligible for consideration for a job posting, an employee must either have a current application on file for the vacant job or apply during the normal job posting period. Current application means an application that is no more than 3 consecutive months old. These will be kept on file at the Human Resources Office and may be updated at any time.
3. Selection of applicants will be made by the Department concerned.
4. Job postings shall note certain qualifications required for the job.
5. Employees responding to a job posting must obtain an application form from the Human resources Department and return it to the same by the closing time specified.
6. An employee selected to fill a posted job vacancy may apply for further job postings following a successful job bid providing this privilege is not abused. The company will notify the union prior to an employee being denied successive bids under this section.
7. An employee selected to fill a posted job vacancy will serve a probationary period of thirty (30) calendar days and will retain seniority in their former department while on probation and will retain the right to return to the former department and job within the probationary period if they elect to do so, or if found unsuitable for the job.
8. Employees may apply for more than one job bid posted according to (2) above, and having the same or overlapping closing dates. Acceptance of one of these posted job openings would eliminate the successful bidder from consideration on those other same date or overlapping postings.

9. When a job in a given department has been posted and not more than thirty (30) days have elapsed since the closing date of the posting, it may or may not be necessary to repost. Selection can be made from the current posting.

10. Providing the employee has the qualifications and ability to perform the work, company seniority will determine the selection for the posted position.

11. **WORKING BEYOND THE SHIFT**

When a tour worker has been relieved by their mate and has relinquished operating responsibilities for the shift, and is requested to return to work, they will receive Call Time in accordance with the provisions of the Labour Agreement.

12. **WAGE RATES DURING SHUTDOWN**

The Company will pay employees their regular rate when they are scheduled on an assigned shift and carry out duties as assigned during a shutdown.

13. **SHORT CHANGES**

The Company agrees, as a matter of principle, that there should be a minimum of eight (8) hours between shift changes in Operating Schedules.

14. **TRANSPORTATION**

The Company will provide suitable transportation to employee's homes within a radius of thirty-five (35) kilometers of the mill when an employee does not have a car at work and is required to stay over after completion of their regular shift to work overtime, provided the employee has not been notified during the last regular shift of the overtime work. When an employee is called in for emergency work and does not have available transportation, suitable transportation will be provided.

15. **OVERTIME MEALS**

(a) A tour worker who has received an overtime meal, will eat that meal away from their place of work at

the supervisor's discretion, it being understood that overtime meals would be eaten away, except in unusual conditions or situations.

- (b) An employee shall have the choice of accepting a meal or a meal ticket.
- (c) A meal ticket shall be worth a cash value of 80% (to the nearest five cents (\$.05) of the base hourly rate paid in the mill to employees.
- (d) It is agreed that overtime meals will be available around the clock, provided an acceptable source exists.
- (e) Meal tickets can be used at all Quesnel restaurants that will accept them. The Company will provide the Union with a list of Quesnel restaurants that will accept meal tickets.

16. **PERSONAL CLOTHING**

Any personal clothing destroyed on the job due to mechanical failure or unforeseen event, which is not the fault of operating practice shall be subject to appropriate compensation by the Company with each case being judged on its own merits. Compensation will be in the form of replacing suitable clothing which is commensurate to the job.

17. **SAFETY FOOTWEAR**

All employees are required to wear safety footwear. The Company will refund 75% for the first pair and 50% for the second pair each year (if necessary). Safety footwear receipts should be presented to the payroll department for refund.

Each employee will be allowed a refund on boot repairs in the same manner as for Safety Boot purchase. This will be to a maximum of two repairs per employee per year.

18. **LOST AND BROKEN TOOLS**

- (i) In the event that an employee loses a tool while working in an awkward place where it is impossible to retrieve the tool or breaks a tool,

where warranty does not apply, and where such a loss or breakage is not due to carelessness on the part of the employee, then the employee is entitled to apply for a new tool of equal quality.

- (ii) In the course of application, it is expected that a maximum of details will be supplied to the Supervisor within one (1) day of such loss or breakage, where practical.
- (iii) It is expected that every precaution will be used to prevent breakage or loss of tools in awkward or dangerous places, not so much for the value of the tools, but to avert potential injury to employees, and damage to equipment and shutdowns when such tools drop into systems.

19. **TOOL INSURANCE**

The Company will provide for Tradesmen a tool policy with a \$25. deductible and a \$5,000 maximum per employee.

20. **METRIC TOOLS**

The Company will upgrade the sets of metric tools in the Tool Crib and Garage. The Company will make arrangements for these tools to be available on back shifts.

21. **TRAINING FOR TOOL CRIB ATTENDANT**

The Company will research the availability of training from suppliers of small tools and where feasible, in the Company's judgement, make this available to the Tool Crib Attendant.

22. **PAY STATEMENTS**

(a) Distribution and Deductions:

At the written authorization of an employee, the Company will pay the employee's regular wages to a bank or Credit Union of the employee's choice. All employees will be paid by direct deposit.

(b) Information:

The Company will provide a listing on pay statements including days worked and hours worked by rate per day for each pay period. Statements will also include a running total showing gross earnings and major deductions year to date. Statements will be made available through the Human Resources Office.

23. LIGHT DUTY PROGRAM

There will be a Light Duty Program as attached. The Company will reimburse employees for the costs of having Light Duty forms completed by their physician. Employees must submit an original receipt to payroll for reimbursement.

24. CAR WASH

The Company will maintain the present car washing facilities.

Increase the value of a single car wash voucher to reflect the value of a car wash in Quesnel. To contain the increasing costs and administration the Company will select a single supplier of this service. There will be 8 (eight) vouchers equivalent to the Motherlode “Gold” wash issued to each employee.

25. RECOVERY BOILER OPERATION ON SHUTDOWN

The Union agrees that they will cooperate in running the Recovery Boiler, instead of the Power Boiler during the Christmas Eve, Christmas and Boxing Day shutdown.

26. CALL INS AND MILL ENTRY

The Company will make suitable arrangements for all employees called in or upon entering the mill during off shifts to sign in and out of the mill, in the interest of safety.

27. **PROTECTIVE CLOTHING**

(a) **Coveralls:**

The Company will provide three (3) pairs of coveralls to each employee of the Maintenance Department and to those employees in other Departments that indicate they want them. The Company will provide for the cleaning of coveralls once a week. The coveralls are to be kept in and issued from Mill Stores.

The Company will carry and maintain a supply of coveralls for use on abnormally dirty jobs, subject to review as conditions change.

(b) **Parkas:**

The Company will provide a minimum of four (4) parkas for the use of the trades and Stores personnel who are required to work outside in extreme winter conditions when sufficient advance notice of the outside work requirement has not been given. Parkas will be provided on an area basis.

The Company will keep a parka available in the Steam and Recovery Department and in the Bleach Plant for winter use by employees who do not normally work outside.

The Company will provide two (2) parkas for the use of Garage Mechanics who are required to work outside in extreme winter conditions. These parkas are to be available from the Garage Supervisor.

(c) The Company will provide suitable aprons to be kept close to spout areas for use while working on the spouts.

(d) The purchase of snowmobile suits for work use may be arranged through the Purchasing Department by status Shift Truckers in the Warehouse, Outside Storesman in Stores and Brakeman in Material Handling. Such purchases will be made by the Company on an individual request basis with full payment of the cost by the

employee concerned.

28. LEAVES OF ABSENCE - UNION BUSINESS

An employee when off work on Union business, shall have the time submitted to the Company by the Union. The Company will pay the employee's wages and will bill the Union at the end of each month. The Company will remit pension contributions for these employees and will bill the union for these contributions.

The Company will grant reasonable time off from work to committee members and members of the Executive Board of the Union for the purpose of conducting Union business as per present practice.

29. SUNDAY LETTER

Sunday Letter shall be applied in advance of Statutory holidays when such Holidays fall on an employee's last shift.

Employees may carry over Sunday Letter time earned when sufficient straight time hours are unavailable in that week. The hours may be carried over provided a regular work schedule is being followed.

30. CHANGE OF STATUS

The Company will provide the union on a monthly basis with lists of hires and terminations as well as Company and department seniority.

The Company is prepared to deduct Union dues from an employee on proper notification from the Union that the employee is a member and has signed a check off form.

31. TOOL PURCHASE

The Company will allow all employees to purchase Snap-On-Tools from the plant distributor and tools from local distributors through payroll deduction. Purchases of over \$50.00 may be deducted over four pay periods if the employee so indicates, otherwise the purchase will be entirely deducted from the employee's next pay cheque. A \$500.00 purchase

maximum is set until entirely paid off.

Continuation of this procedure will, of course, be conditional on acceptance by the firms involved.

32. **STUDENT HIRING POLICY**

The Company and the Union agreed to a Student Hiring Policy.

Employees who at the time of hire sign a statement stating that they have been hired as a student will be automatically terminated at a predetermined date. Students hired for summer relief purposes only will be terminated by September 15 of the year in which they are hired. Students hired at other times of the year will be terminated by a date pre-determined by the Human Resources Department at the time of hiring. The Union will receive one copy of each signed Student Hiring Agreement with dates specified.

33. **PAYMENT OF FLOATING HOLIDAYS**

Floating holidays will be paid at straight time job rate for the job the employee was scheduled to work on the day of the Floater. Floaters will be granted on the basis of 4 or 8 hour units on the understanding that these units will be at the beginning or end of a shift. Present rules re 12 hour floaters will remain in effect.

34. **FIRE FIGHTING**

(a) A bonus of twenty-five cents (\$.25) per hour for all hours worked will be paid to members of the mill fire fighting crew, as long as they remain members.

(b) As it is recognized that fire fighting is the responsibility of all employees. The Company will provide an additional accidental death and dismemberment insurance in the amount of \$100,000 for all employees who are engaged in fighting a fire on the mill site. Specific policy provisions will prevail. The union will receive a copy of the policy claims payment provisions. The policy premium is to be fully paid by the Company.

(c) The Company will assign a qualified employee on shift, as Spark Watch, providing this does not disrupt the employee's home department. This employee shall be capable of recognizing potentially hazardous situations and be able to cope with such situations.

35. **DISCIPLINARY RECORD**

The Company will supply one (1) copy of all written warnings to the Union. When a grievance concerning discipline is presented, the Company will immediately make available to the Union at their request a copy of the disciplinary record of the employee concerned.

36. **MILL STORES COVERAGE**

A mill Stores attendant will be called in whenever eight (8) or more trades, other than those working their normal shift, are working on the mill site and the specific job requires a reasonable number of stores issues. It is understood that the number of trades working cannot be the sole determining factor as there will be occasions when few stores issues will be required. There will also be occasions when less than eight (8) additional trades are working, yet there are sufficient stores issues required to warrant a Mill Stores attendant. The decision on whether a sufficient number of Stores issues is involved will be made between the Stores Supervisor and the Maintenance Supervisor handling the specific job.

37. **SELECTION OF APPRENTICES**

The Company and the Union agree that selection of apprentices will be on the basis of the Memorandum of Agreement as set forth in Exhibit A.

38. **MEDICAL TRAVEL PLAN**

The Company shall provide a Medical Travel Plan pursuant to the terms and conditions as agreed. Coverage will be provided under the Extended Health Benefits Insurance with premiums paid by the Company. The Company policy is to provide a copy of the current insurance contract with the Carrier to the Union.

The medical travel plan pays up to \$95 a day for required hotel accommodation effective the date of ratification and increase to \$100 effective May 1, 2005. Maximum of 7 days.

Medical travel visits to a referral physician in Williams Lake or Prince George are reimbursed at a flat rate of \$75 per trip effective the date of ratification and increase to \$80 effective May 1, 2005.

39. **BENEFITS MANUAL**

The Company will provide all regular employees and retirees with a comprehensive benefit manual based on the model provided by the union August 13, 2003.

40. **SELECTED MEMORANDA OF AGREEMENTS**

Selected Memoranda of Agreements which are considered by the Company and the Union to be current and valid will be included in the Codification of Local Agreements.

41. **GUIDELINES GOVERNING GRANTING BARGAINING UNIT EMPLOYEES TIME OFF**

The Company will provide the Union with a copy of the current Company Procedures Item, Guidelines Governing Granting Bargaining Unit Employees Time Off. These guidelines shall be subject to discussion at Standing Committee.

*Refer to Attachment page 42-43.

42. **MATERIAL HANDLING DEPARTMENT**

The Company will provide the Union with a copy of the Procedures Item, Guidelines re: Material Handling Department. These guidelines shall be subject to discussion at Standing Committee.

43. **SHIFT SCHEDULES - BANKED TIME**

The Company agrees to supply the Union with a copy of the weekly schedules and with a bi-weekly copy of banked time printouts for all departments. For employees on a recall list, banked time will be held in bank until employee uses time up or until recall rights

expire subject to other conditions of the Labour Agreement.

44. **WEEKLY INDEMNITY PREMIUM STATEMENTS**

The Company will provide an annual statement of the employee paid share of Weekly Indemnity premiums.

45. **VOLUNTARY ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

The Company will provide Voluntary Accidental Death and Dismemberment Insurance with a coverage maximum of \$50,000, for the employee and \$25,000 for the employee's spouse. Employees will also have the option of purchasing coverage to a maximum of \$100,000 employee and \$100,000 spouse. The premium cost of this coverage will be fully paid by the employee.

46. **R.R.S.P. PROGRAM**

In the event the Union organizes an R.R.S.P. for its members the Company will arrange to pay members contributions to the fund by payroll deductions and reduce tax deductions accordingly.

The company will arrange to deposit R.R.S.P. funds to an employee's financial institution in Quesnel that is compatible with the payroll system.

47. **PRE-RETIREMENT PLANNING**

The Company offers a comprehensive retirement planning program to all employees over age 50.

48. **ENVIRONMENTAL COMMITTEE**

The Company will make reference to the Joint Union/Management Environmental Committee in Cariboo Pulp and Paper Environmental policy.

49. **RETIREES**

The Company will provide basic Medical and limited Extended Health Benefits to retired Cariboo Pulp & Paper Company employees.

Company to pay 100% of the premiums.

The plan is effective July 1, 1991. The benefit will be available for future retirees with 10 or more years continuous service. Present retirees with 10 or more years continuous service will be eligible July 1, 1991.

Retirees must meet eligibility requirements of Medical Services Plan of B.C. and be age 55 or older.

The Company will investigate the possibility of a group purchase plan which may be able to reduce the cost of purchasing additional retiree benefits. The cost of these additional benefits would be the responsibility of the retiree.

The Company will provide the pay direct card for retiree prescription purchases. Retirees must have applied for the BC Pharmacare coverage to be eligible for this card.

50. **EQUALIZATION OF OVERTIME**

The company agrees with the principle of equalization of the opportunity for overtime within the Trades Department. The company agrees it will co-operate with the union to achieve this principle. See Handout 4 attached.

51. **MAINTENANCE ON "DOWN " STATUTORY HOLIDAYS**

The Company will have the option of performing unrestricted maintenance work on "Down" Statutory Holidays. Work on such Statutory Holidays will be voluntary. However, the Company is entitled to reasonable co-operation from its' employees and the local Union. Both the Company and the Local Union anticipate that this agreement will result in the necessary volunteers being available for maintenance work on "Down" Statutory Holidays. This does not include machine clothing and fourdrinier wires.

Senior maintenance and operating personnel will be offered spark and tank watch employment on Down Statutory Holidays when such work is available. These employees will be trained in order to avail

themselves of the opportunity. First opportunity for such work will be given to Maintenance Department helpers and labourers and then by seniority to other mill employees. Senior operating employees must indicate their desire for this work well in advance of a "Down" Statutory Holiday in order to be pre-trained.

52. **TIME OFF, FLOATERS, BANKED TIME, DAYS IN LIEU**

At the end of the contract year, Floating holidays, Banked Time, or time in lieu will be taken off or carried over for one year. If the employee has more than four (4) hours but less than twelve (12) hours or eight (8) hours remaining, the employee will have the option of taking a full shift off but only be paid for the hours that were remaining. Floating holiday hours carried over for one (1) year and not used will be forfeited.

Employees who are unable to take this earned time off by the deadline due to extenuating circumstances (e.g. W.I./W.C.B.) may bank these days until they return to work. This time off must be taken off within 6 months of return to work. Refer to Handout 9 on Page 56.

53. **MAINTENANCE SHIFT RELIEF**

For the purposes of maintenance shift relief; when a vacancy occurs that is for less than a full tour the scheduled relief employee will be considered a day worker. (Refer to shift relief guidelines.)

Shift relief guidelines will have the flexibility to allow department supervisors the option to use shift employees on days off to cover for shift relief.

54. **COMPRESSED WORK WEEK – DAYS**

The Company and union agree to form a committee to develop a compressed work week proposal for day workers using the handouts provided by the union as guidelines for this process.

The recommendations for such a proposal would be completed by May 15, 2004, or earlier if at all possible.

DATED THIS _____ DAY OF _____ 2003.

SIGNED FOR THE COMPANY

SIGNED FOR THE UNION

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

EXHIBIT 'A'

The following is an agreement of the procedure to be used in the selection of apprentices at Cariboo Pulp & Paper Company.

1. Education requirements - minimum Apprenticeship and Tradesman Qualification standards in effect at the time of the apprenticeship posting.
2. This method of apprenticeship selection will be consistent in application for all trades covered in the Labour Agreement and applicable to this plant.
3. (a) Apprenticeship postings will be consistent with the Codification of Local Agreements posting policy for all bid jobs in the plant.

(b) All employees of Cariboo Pulp & Paper Company who are covered by the Labour Agreement and who have the educational prerequisites will be eligible to apply for apprenticeship. This first posting will be in-plant. If after Apprenticeship Committee evaluation, it is found that there are no acceptable candidates a second posting will be made on the same basis as the first in not less than 30 days . If it is found that there are no acceptable candidates after the second in-plant posting a third round will be held this time outside the mill via newspaper advertising. On this third round any persons meeting the education prerequisites can apply with all applicants judged on the same basis.
4. i) The Apprenticeship Committee will award a maximum of 35 points based on the following:
 - a) i) Grade 10 - 1 point
 - ii) Grade 11 - additional 2 points
 - iii) Grade 12 - additional 2 points (total 5 points; a)i & ii & iii)
 - iv) Vocational/technical/correspondence school training (completed) other than pre-apprenticeship training - up to additional 5 points
 - v) Pre-apprenticeship training appropriate to the trade - 5 points

b) Previous experience (10 points)

This is for job experience only, independent of educational background. Points awarded up to the maximum by each Committee member for such things as pulp and paper experience, specific job experience, number of years of working experience, etc.

c) Interest (10 points)

This involves a written outline by applicants of the reasons why they want the trade and what they have done to prove their interest.

- ii) Applicants will be awarded a maximum of 70 points based on the trades entrance assessment examination. However, a minimum of seventy percent (70%) must be obtained on the trades entrance assessment examination to be allowed to proceed with the selection process.

Conversion Table - Electrical/Instrumentation

100% = 70 Points
One (1) question = .7 Points
92 Questions in total
64 Correct is required to pass

Conversion Table - Mechanical Trades

100% = 70 Points
One (1) question = .7 Points
100 Questions in total
70 Correct is required to pass

- 5. A "short list" to a maximum of ten (10) will be made from those applicants who achieve sixty (60) or more points from the items in section 4. The six (6) applicants with the most mill seniority will qualify for interviewing.

In the event two applicants have a common seniority date for the final or sixth position on the interviewing list, the applicant with the most points will advance to the interview.

In the event that the six (6) or less applicants achieve sixty (60) or more points, all candidates with sixty (60) or more points will be interviewed.

6. In the event that the "sixty" (60) cut-off figure proves unsatisfactory, either because it eliminates qualified candidates or allows unqualified candidates to pass, the Joint apprenticeship Committee may recommend to the Joint Standing Committee a new cut-off figure for approval.
7. a) A review will be made of each applicant by the superintendent of the department in which he is presently employed. Points for this review will be to a maximum of 5.
- b) The superintendent of the trade in which the applicant is applying will interview each candidate and will award points based on the interview up to a maximum of 5.
- c) The points awarded in section 4 (i) will be valued as follows:

0	-	3.5	=	.5
3.6	-	7.0	=	1.0
7.1	-	10.5	=	1.5
10.5	-	14.0	=	2.0
14.1	-	17.5	=	2.5
17.6	-	21.0	=	3.0
21.1	-	24.5	=	3.5
24.6	-	28.0	=	4.0
28.1	-	31.5	=	4.5
31.6	-	35.0	=	5.0

- d) The points awarded in Section 4 (ii) will be valued as follows:

20	-	25	=	.5
26	-	30	=	1.0
31	-	35	=	1.5
36	-	40	=	2.0
41	-	45	=	2.5
46	-	50	=	3.0
51	-	55	=	3.5
56	-	60	=	4.0
61	-	65	=	4.5
66	-	70	=	5.0

The applicant with the most points in these 4 ratings 7 a), 7 b), 7 c), and 7 d) to a total of 20 points, will be the successful applicant for the apprenticeship. If more than one is to be selected at that time for the trade they will be selected in the highest ranking order.

8. Each applicant will be advised of the selection outcome by mail.
9. During the process of selection, no applicant will be given any indication of the marks or standings of the applicants.
10. All tests shall be done on a day shift or on days off with no applicant required to complete the tests during the day following a graveyard shift.
11. All tests shall be done in a closed room with as many persons as can be reasonably accommodated.
12. Each Committee member shall have the right to review the test and results of each applicant immediately following the short list selection.
13. Unsuccessful applicants, at their request, may be given a general review of their weak areas by the Union/Company Apprenticeship Committee Chairman.
14. Potential applicants shall have the opportunity to explore possible courses relative to the trade of the applicant's choice with the assistance of the mill Training Co-ordinator.
15. Should a situation arise whereby a successful candidate could not be released from his present job a deferment date will be worked out between the department managers and they will inform the Committee.

EXHIBIT "B"

MEMORANDUM OF AGREEMENT
COVERING STATIONARY ENGINEERING
CERTIFICATES AND RELATED MATTERS

BETWEEN

CARIBOO PULP AND PAPER COMPANY

AND

COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION

LOCAL 1115

The parties hereby agree to the following conditions covering the Company's Steam and Recovery Department at Quesnel, B.C.

(A) ENTERING THE DEPARTMENT

1. Applicants for postings to the department will possess a minimum Fourth Class Stationary Engineer's certificate or a completed correspondence course or be actively engaged in a Fourth Class correspondence course. Actively engaged is defined as having purchased the course prior to the date of posting. Fourth Class Stationary Engineer certificate or a completed Fourth Class correspondence will be considered as equal as far as qualification for entry is concerned.
2. Applicants for bottom line jobs in the line of progression shall agree as a prerequisite to entering the Department, to obtain their Fourth Class Stationary Engineer Certificate within eighteen (18) months.
3. For the purpose of establishing the starting date for the eighteen (18) month period, it shall commence when the employee enters the department on an established job (departmental seniority).

4. Failure to obtain the Fourth Class Stationary Engineer Certificate within the period noted will result in the employee's removal from the department, and may, if so elected, apply mill seniority in the casual pool and towards a bid job in another department.

(B) EMPLOYEES PRESENTLY IN THE DEPARTMENT

1. Employees of the Steam & Recovery department who are presently employed in jobs not requiring Stationary Engineer Certificates shall obtain the Certificates within twelve (12) months from the date of ratification of this agreement.
2. Failure to obtain a certificate required by the Boiler and Pressure Vessel Branch or this agreement will result in employees being "frozen" in their present job positions.
3. Employees without Certificates shall be removed from the department by attrition.

(C) CERTIFICATE REQUIREMENTS BY JOB POSITION

1. Control Room Engineer

A Third Class Stationary Engineer Certificate is required for this position.

2. Field Engineer

A Fourth Class Stationary Engineer Certificate is required for these positions.

3. Utility Engineer

A Fourth Class Stationary Engineer Certificate is required for this position, considering the qualification required in (A) 2.

(D) RESOLUTION OF PROBLEMS

Problems arising from the operation of this agreement shall be the subject for resolution at a meeting of the Company Standing Committee.

(E) HIRING FROM OUTSIDE THE MILL

When an individual possessing the required Certificate is hired to fill a job vacancy which cannot be filled from within the Steam and Recovery Department, Job Seniority will be at the junior position of that job.

On layoff and recall from layoff, departmental seniority shall determine the position within the department.

(F) RELIEF PROCEDURE

1. For relief purposes, the move will be offered to qualified employees by seniority. The junior most qualified employee will be required to move in the event no senior employee accepts move.

Permanent vacancies in the line of progression will be filled in accordance with the Memorandum.

(G) THE TERMS OF THIS AGREEMENT WILL BECOME EFFECTIVE 8:00 A.M. JANUARY 1, 1978

DATED THIS _____ DAY OF _____ 2003.

SIGNED FOR THE UNION SIGNED FOR THE COMPANY

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Communication, Energy and Cariboo Pulp & Paper Company
Paperworkers Union

EXHIBIT "C"

MEMORANDUM OF AGREEMENT

BETWEEN

CARIBOO PULP & PAPER COMPANY

(hereinafter referred to as the "Company")

AND

COMMUNICATION, ENERGY AND PAPERWORKERS
UNION

LOCAL 1115

(hereinafter referred to as the "Union")

The above parties agree to the following conditions re the position of Lubrication Mechanic at the Company's pulp mill operation at Quesnel, B.C.

A. DESCRIPTION OF DUTIES

1. Must have three (3) years experience as Oiler Inspector.
2. Required to remove, reinstall, replace or tighten lubrication fittings such as; pipe nipples, plugs, filters, caps, guards, covers over lubrication reservoirs and tubes or hoses available from stock in standard lengths and sizes. He will be required to drill and/or tap these fittings where necessary.
3. Will maintain automatic oiling devices to level of knowledge and skills normally expected from a "B" Mechanic.
4. Records and keeps daily records of each piece of machinery individually for correct lubrication, oil leaks and mechanical defects - reports abnormal defects to supervisor or involved trades and operations.

5. Vibration monitoring for the purpose of assisting the Vibration Analysts may become a part of the Lubrication Mechanic's job in the future. This will be resolved at Standing Committee if the need arises.
6. Required to operate shop machinery such as drill press grinders and hacksaws.
7. Required to operate, clean and service (including parts replacement) such devices as portable oil filter pumps, grease guns and lubricant dispensing equipment.
8. Required to fabricate simple lubricating devices such as oil wicks, etc.
9. Responsible for breaking couplings for inspection of lubricant - will advise supervisor of any worn equipment.
10. Required to open inspection covers to inspect, clean out, drain and refill lubricant reservoirs and housings as required by lubrication schedules - includes gasket making and replacement, replacement of filters, sight glasses, magnetic plugs, pet cocks, etc.
11. Required to check and refill automatic lubrication systems and ensure adequate flow of lubricants to the required points, to adjust the regulators associated with lubricant flow, and to dismantle and clean such devices as required.
12. Required to visually inspect seals, packing glands and running temperatures and to report (in writing on standard forms) such conditions as may lead to failure.
13. On air line lubricators and filters - install filter gasket and insert orifice and spacers.
14. Responsible for complete mill lubrication on a rotational basis on weekend coverage.
15. Miscellaneous lubrication duties as assigned.
16. Required to report lubrication requirements in writing to the Supervisor to ensure maintenance of adequate supplies.

17. Required to maintain good housekeeping in lubrication storage areas and to dispose of empty containers and unwanted lubricants.
18. For purposes of clarifying the Lubrication Mechanic's duties, the Lubrication Mechanic, while carrying out the above specified duties, will help the Journeyman Mechanic in the capacity of a helper, using tools and equipment as required for these tasks. For the interim off shift repairs, where lubrication is required the decision to call either a Lubrication Mechanic or another Millwright is at the discretion of the Mechanical Supervisor concerned. If an overhaul is required immediately, another Millwright will be called. Off shift oiling policy will be resolved as stated in the Company and Union policy on Trades Lines (item #26 in the 1975 Codification of Local Agreements).

B. TOOL REQUIREMENTS

- 1 - 12" adjustable (crescent type) wrench
- 1 - 10" adjustable (crescent type) wrench
- 1 - 6" adjustable (crescent type) wrench
- 1 - 14" pipe wrench
- 1 - 6" pipe wrench
- 1 - pair of vice grips
- 1 - pair of standard pliers
- 1 - standard blade type screw driver
- 2 - screw drivers - assorted sizes
- 1 - set of combination or box end wrenches to 1 1/4"
- 1 - 1/2" socket up to 1"
- 2 - ball peen hammers - 3 pound and 1 1/2 or 1/2 pound
- 1 - set of 2 punches and 2 chisels
- 1 - hand hack saw
- 1 - center punch
- 1 - 8' or 10' steel tape
- 1 - aligning bar
- 1 - set of feeler gauges

C. EFFECTIVE DATE

1. Present Oiler Inspectors

- (a) With three (3) years as Oiler Inspector - date of signing of this Memorandum of Agreement.

(b) With less than three (3) years as Oiler Inspector - when completed three (3) years as Oiler Inspector.

2. New Oiler Inspectors

(a) Part time Oiler inspector - time is counted at 1500 hours for one (1) year or any part thereof until established on permanent position then remaining qualifying time goes on calendar year basis until total of three (3) years attained.

(b) No past experience - calendar year basis for three (3) years.

EXHIBIT "D"
MEMORANDUM OF AGREEMENT
BETWEEN
CARIBOO PULP & PAPER COMPANY
AND
COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION
LOCAL 1115

For the purpose of a compressed work week schedule, the parties hereby agree to the following terms and conditions:

**1. DEPARTMENTS, HOURS OF WORK,
AVERAGING**

- a) The compressed work week schedule will apply to Tour Workers only.
- b) The Union will notify the Company at Standing Committee of those departments wishing to adopt the compressed work week schedule.
- c) For the purpose of this agreement, the Pulping Group, Machine Room and Warehouse will be considered one department.
- d) The twelve (12) hour shift times of 6:00 a.m. to 6:00 p.m.. and 6:00 p.m. to 6:00 a.m. will define a DAY as a period of twenty-four (24) consecutive hours beginning at 6:00 a.m. and a WEEK as a period of seven (7) consecutive calendar days beginning at 6:00 a.m. Sunday.
- e) The compressed work week schedule over an eight (8) week period averages out to forty-two (42) hours per week.

2. CANCELLATION OF AGREEMENT

This agreement may be cancelled by either party with thirty (30) days written notice or seven (7) days if mutually agreed upon by the parties.

3. RELIEF PROCEDURES

It is clearly understood by both parties that replacement must be available for relief purposes when and if required. If replacements cannot be made by shift move-ups then these replacements will normally come from employees on their scheduled days off. In the event that the Company decides adequate relief will not be available, and after the Shift Superintendent has discussed the need for relief with the employees concerned, a person designated by the local union Executive Committee will be informed immediately who will take immediate appropriate action to ensure relief availability. In the event of inadequate relief for continuation of operations, the Company has the right to revert to an eight (8) hour schedule within a twenty-four (24) hour period.

4. CONTINUATION

The continuation of the compressed work week will be on the conditions that there will be no extra cost to the Company and that the efficiency of any department, or departments will not decrease.

5. INITIAL IMPLEMENTATION

Overtime will not be paid if incurred as a result of implementing or discontinuing the twelve (12) hour shift schedule.

SUBSEQUENT ENTRY & LEAVING

Employees who enter the twelve (12) hour shift schedule after initial implementation from an eight (8) hour per day, forty (40) hour per week schedule, will be paid overtime at the rate of time and one half for hours worked in excess of forty (40) for the first week upon entering the schedule and for the last week upon leaving the schedule; providing proper notice has not been given and the change occurs after the start of the work week.

Any employee entering the twelve (12) hour shift schedule without being given proper notice as per the Labour Agreement , Article VI Section 3(c) will be paid overtime premium for the 9th to the 12th hour of the first twelve (12) hour shift.

6. REQUESTS FOR TIME OFF

Employees will give as much notice as they possibly can on requests for time off, so that they can be replaced at straight time. Otherwise the necessity to work employees on their day off will effectively negate the benefits gained from the additional days free from work in the compressed work week.

7. OVERTIME

Overtime at the rate of time and one half will be paid to Tour Workers on the twelve (12) hour schedule on the following bases:

- a) For all work performed on Sunday (6:00 a.m. Sunday to 6:00 a.m. Monday) and on holidays as specified in Article XVII of the Labour Agreement.
- b) For all work in excess of twelve (12) hours in any one day.
- c) For work in excess of forty (40) hours average per week.
- d) For work performed on an employee's designated day off as provided for in Article VI, Section 3, 2 (d) of the Labour Agreement.

8. OVERTIME BANKING

Tour Workers who work in excess of twelve (12) consecutive hours on a regularly scheduled shift, or in excess of eight (8) consecutive hours on a scheduled day off shall have the option of receiving the overtime premium on the basis of (7) above or of receiving straight time for hours in excess of twelve (12) or eight (8) consecutive hours respectively, and taking equivalent time off during the contract year. Any overtime remaining at the end of the contract year in

which it is banked may be carried over to the next contract year for purposes of taking equivalent time off. If equivalent time off is not taken by the end of the contract year following the contract year in which it is earned, the Company shall pay the deferred one-half premium pay. Tour Workers who choose to bank overtime may later re-elect to receive the deferred one-half premium pay.

9. CHANGE OF SHIFTS

When the Company changes an employee's shift schedule after the start of the week without notification being given during the first twelve (12) hours of their last shift preceding the new shift, the employee shall receive two (2) hour penalty payment at the straight time day rate for the first shift worked resulting from the change. If that change in shifts during the week is temporary, the penalty payment is not payable for the second change in shifts when the employee returns to their previously established shift schedule.

10. SHIFT DIFFERENTIAL

For the purpose of twelve (12) hour shift schedule the payment of Night Shift Differential will be based on tour work being scheduled 7-3, 3-11, 11-7 in accordance with Article VII - Section 2 paragraph (B) of the Labour Agreement. This payment will be averaged.

11. VACATIONS QUALIFICATION

An employee who has been employed for less than one year and does not qualify under Article XV (B) - Vacations of the Labour Agreement will receive a vacation of two hours for each full week of actual work performed during the preceding vacation period provided no vacation of less than one day will be granted.

12. VACATIONS, SUPPLEMENTARY VACATIONS

Employees will be allowed to take vacations on a tour basis. For purposes of twelve (12) hour shift schedule a tour will be the number of consecutive working days without a scheduled day off. For the purposes of the

twelve (12) hour shift schedule the entitlement for a weeks supplementary vacation will be forty (40) hours subject to all other conditions of Article XVI of the Labour Agreement. Employees will be allowed to use accumulated banked or deferred statutory time or unpaid leave to complete the tour.

13. FLOATING HOLIDAYS

For the purposes of the twelve (12) hour shift schedule, Floating Holiday entitlement will be sixty (60) hours, subject to all other conditions of Article XVIII of the Labour Agreement.

14. TIME OFF, FLOATERS, BANKED TIME, DAYS IN LIEU

Taking of Floating Holidays, Banked Time Off, and Days in Lieu of Statutory Holidays worked, the following will apply:

- a) For payment purposes, employees will be permitted to group Floating Holidays, Banked Time off and Days in Lieu of Statutory Holidays worked to facilitate taking them off in twelve (12) hour units. The designation of this time off will be governed by the majority of hours in the twelve (12) hour shift taken.
- b) Where operating conditions permit and crew can be moved up to cover, Days in Lieu of Statutory Holidays worked, Banked Time, could be granted in units of not less than four (4) hours. On 6:00 p.m. to 6:00 a.m. shift, this time off will only be granted on the first four (4) hours and the last four (4) hours of the shift. Time handled in accordance with Company policy.
- c) At the end of the contract year, Floating holidays, Banked Time, or time in lieu will be taken off or carried over for one year. If the employee has more than four (4) hours but less than twelve (12) hours remaining, the worker will have the option of taking a full shift off, but only be paid for the hours that were remaining. Carried over hours not used will be forfeited.
- d) Time off hours will be taken out of the "overtime

bank" in the same order as they went in, i.e. first in, first out.

- e) Employees may take four (4) from grouped hours if so desired to supplement statutory holiday pay, if they would normally have worked a twelve (12) hour shift on that day.

15. BEREAVEMENT LEAVE

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 shall be compensated at their regular straight time hourly rate for hours lost from their regular schedule for a maximum of twenty-four (24) hours.

16. JURY DUTY, CROWN WITNESS, CORONERS INQUEST

Any regular full-time employee who is required to report for Jury Duty, Coroners Inquest, or who is required to appear as a Crown Witness, on a day on which they would normally have worked, will be reimbursed by the Company for the difference between the pay received for Coroners Inquest, Jury or Witness duty or selection and their regular straight time hourly rate of pay for their regularly scheduled hours of work necessarily lost. It is understood that such reimbursement shall not be hours in excess of twelve (12) per day or forty-eight (48) per week. The employee will be required to furnish proof of jury or witness service and jury duty or witness pay received.

Hours paid for Coroners Inquest, 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.

17. MEALS

- a) A hot meal, if not declined, shall be furnished at the usual time by and at the expense of the Company to any Tour Worker required to work more than thirteen (13) consecutive hours. If he continues to work, a meal which shall be hot if practicable, shall be provided every four (4) hours

thereafter.

- b) Any employee called for an emergency before his shift commences, without time to arrange for his normal lunch or meal, will be given meals, hot if practicable, at the usual meal hours, or as close to that time as can conveniently be arranged.
- c) A twelve (12) hour shift employee that works more than nine (9) consecutive hours on a regular day off or on a Statutory Holiday will be provided with a meal or meal ticket at that time and a meal or meal ticket every four hours thereafter if the employee continues to work.

18. MAINTENANCE SHUTDOWNS, PAY, DAYS OFF

- a) During major maintenance shutdowns, twelve (12) hour shift employees who are required to work in their own department will continue on the twelve (12) hour shift schedule as tour workers. During these shutdowns, those employees assigned to work as maintenance helpers will continue to follow this normal schedule of days off, but may be assigned to work other hours. These employees will be subject to the terms and conditions of the compressed work week memorandum i.e. overtime after twelve (12) hours per day and forty (40) hours average per week. It is understood the foregoing applies only to maintenance shutdowns that are scheduled on a twelve (12) hour shift basis.
- b) Should it be necessary to schedule maintenance shutdowns on any other basis, then the terms of the Labour Agreement will apply.

19. WEEKLY INDEMNITY

Weekly indemnity benefits will continue to be calculated on the basis of seven (7) calendar days and that loss of income has occurred.

20. REDUCTION OF WORK WEEK, SUNDAY LETTER

- a) For the purpose of calculating overtime, the

scheduled work week shall be reduced by eight (8) hours in any week in which a recognized paid Statutory holiday occurs. Should more than one recognized paid Statutory holiday occur in any week, the scheduled work week shall then be reduced by eight (8) hours for each such paid Statutory holiday.

- b) The hours worked on Sundays and on the recognized paid Statutory holidays provided for in the Labour Agreement will be used in the computation of the scheduled work week. This applies only to Sunday and recognized Statutory holiday hours and no other hours on which time and one half has been paid, nor hours paid for Call Time may be used for the purpose of calculating the scheduled work week.
- c) The Designated Averaging Day will not effect Sunday Letter entitlement. Sunday Letter will be paid after 36 hours in a regularly scheduled 36 hour week and 48 hours in a regularly scheduled 48 hour week, except in a week where Designated Averaging Day occurs. Sunday Letter will then be paid after 36 hours in a regularly scheduled 48 hour week, where a Designated Averaging Day occurs and after 24 hours in a regularly scheduled 36 hour week where a Designated Averaging Day occurs. This is subject to the employee meeting all other requirements for Sunday Letter payment.
- d) Tour workers who are scheduled to work on a down statutory holiday and do not work will have their work week reduced by twelve (12) hours for each down statutory holiday that occurs in that week.

21. STATUTORY HOLIDAYS WORKED

Time off with pay for employees that are required to work on a Statutory holiday will be granted subject to the conditions stated in Article 15 of the twelve (12) Hour Shift Agreement.

22. DESIGNATED AVERAGING DAY

- a) For the purpose of the 42 hour week twelve (12) hour shift schedule, a Designated Averaging Day

will be arranged every six weeks for all twelve (12) hour shift 42 hour week Tour Workers. Rate and a half will be paid for that day. The Designated Averaging Day is part of a Tour Workers regular 42 hour week average schedule and to receive the rate and a half the employee must have worked the Designated Averaging day. It is not to be construed as a day off.

- b) Designated averaging days that fall on an employees scheduled vacation, Banked Time Off, Floating Holiday or time off in lieu of Statutory Holiday worked will be moved to the next straight time day worked following the scheduled time off. It is understood that if an employee takes part of this rescheduled day off, then the employee will only receive rate and a half for the time actually worked.
- c) Where a Designated Averaging Day falls on a Statutory Holiday or in a week where a Stat occurs, then the Designated Averaging Day will be rescheduled to the first scheduled straight time day worked of the following week. It is understood that if an employee takes part of this rescheduled day off, the employee would only receive rate and one half for the time actually worked.
- d) Designated averaging days that fall on an employee's sick day will be moved to the next straight time day worked following the approved sick day. This does not include sick days that become part of weekly indemnity/workers compensation claims.

23. EARLY START-UP

- a) The union agrees that it will encourage its members to come in four hours early for start-up and lockout at the end of any Statutory Holiday period as described in (b) of this paragraph.
- b) For lockouts and maintenance preparation prior to a maintenance shutdown after a Statutory Holiday, only those people required would come in early on the Statutory Holiday. The Company will try to minimize the manning required for locking out by

locking out as much as possible on the way down.

- c) On a mill start-up, immediately after a Statutory Holiday, all normally scheduled day shift crews would be brought in 4 hours early for start-up. If an employee did not wish to come in early and that job was not essential to start-up, then the job would not be filled. If an employee did not wish to come in, and his job was required, an attempt would be made to fill the position by asking an employee on days off

24. Except as outlined above, the terms and conditions of the existing Collective Agreement remain unchanged.

DATED THIS _____ DAY OF _____ 2003.

SIGNED FOR THE UNION SIGNED FOR THE COMPANY

Communication, Energy and Cariboo Pulp & Paper Company
Paperworkers Union

CARIBOO PULP & PAPER COMPANY POLICY
GUIDELINES GOVERNING GRANTING BARGAINING
UNIT EMPLOYEES
TIME OFF

VACATIONS

1. The prime vacation periods are to be considered as:

June 15 - September 15 and December 15 - January 15
2. Each week of vacation entitles an employee to forty (40) hours time off. Tour workers have the option of taking a leave of absence to complete the tour or banked time off or days in lieu of Statutory holidays to complete the tour.
3. Seniority on vacation applications will apply until April 30th. A first-come, first-served basis will apply on applications after April 30th. Vacation seniority as mutually determined by individual mill departments shall apply.
4. Those employees who apply for vacation on a seniority basis prior to May 1st, shall be advised of the status of their request not later than May 15. Where possible vacations shall be scheduled at least seven (7) days in advance.
5. During each of the two prime vacation periods employees may schedule vacation days on one occasion only, and not to exceed two (2) full tours (weeks). Remaining vacation, if any, must be taken outside the prime vacation periods unless there is time available when no one else wants vacation.
6. Mutual arrangements as to who will get first choice of vacations scheduled in a given crew, or department may be made, provided such arrangements are satisfactory to all concerned and have the approval of the appropriate Department Superintendent.
7. Vacations of less than forty (40) hours may be granted under the following conditions:
 - a) The minimum period will be one (1) normal

working day for all employees.

b) Such vacations will only be granted if coverage is available without overtime payment or problems to the department.

c) The granting of forty (40) hour vacations will have priority over such short term vacations.

d) It is understood that short term vacations will be the first time off to be cancelled should cancellation be necessary.

The number of simultaneous vacations per crew that will be permitted shall be determined by respective Department Superintendents after consultation with the Shop Stewards and this shall be done by April 15th each year.

An employee whose vacation application has been denied shall be entitled to apply for another vacation using the date of the denied application.

Vacation applications shall have precedence over banked time off during prime vacation periods. During the balance of the year vacations or banked time off applications of equal duration shall be granted on a first-come, first-served basis.

Employees will be notified of the disposition of their time off requests by supervision within seventy-two (72) hours of the requests being made subject to all other conditions in these guidelines.

COMPANY SCHEDULING OF VACATIONS, FLOATING HOLIDAYS AND BANKED TIME OFF

Three months prior to respective expiry dates for vacations, banked time off and floating holidays, the Company will advise employees of outstanding entitlements. If the outstanding entitlements are not scheduled by the employee within thirty (30) days of this notice the Company will schedule employees time off. This schedule will then be posted subject to revision by mutual agreement between the employees concerned.

COMPANY POLICY
FIRST AID TICKET RENEWAL
FOR
FIRST AID/SECURITY DEPARTMENT EMPLOYEES
JULY 1, 1986

Paid leave will be granted to renew certificates on the following basis:

- (A) The Company reserves the right to direct employees to courses so that no more than two (2) employees are attending courses at the same time, the exception being regular night school courses. This could result in employees being directed to attend a course several months ahead of the required renewal time. Should this happen and several courses are available, then the course to be taken may be mutually agreed upon between the employees and Department Supervisor. If course scheduling cannot be mutually agreed upon, employees will take course as directed. Employees will be reimbursed for time lost for writing exams, if required.
- (B) Time off will be arranged through the Department Supervisor and co-operation will be required in scheduling other time off to minimize the need for scheduling overtime.
- (C) If an employee chooses to attend a course outside Quesnel, when a course is available in Quesnel, employee will be reimbursed as if the course took place in Quesnel. Should an occasion arise when the Company directs an employee to attend a course outside of Quesnel, he will be reimbursed according to the Labour Agreement.
- (D) See Article XIV – Leaves Of Absence for reference on payment.

COMPANY POLICIES

STEAM PLANT/MAINTENANCE ITEMS

The Company will adopt the following procedures:

- Changing Precipitator wires - present practices to continue
- Opening and closing Fan Doors - present practices to continue
- Opening and closing Anion and Cation Door - will be done by Pipefitters
- Strainers and filters are to be handled by Steam & Recovery personnel as in present practices.

Revised - March 13, 1992

ELECTRICAL/MECHANICAL 12 HOUR SHIFT RELIEF
GUIDELINES

1. Emergency absence on dayshift during Monday to Friday

a) Use day worker.

Pay - 8 hours straight time

3 hours overtime

Option to bank after 10 hours

b) On weekends if an absence is for an unknown length of time - use Day Worker. Pay at overtime with option to bank after 10 hours, or use shift worker on day off.

2. Day Worker covering a shift that is 3 days or less -

Use Day Worker.

Pay - 8 hours straight time

4 hours overtime

Option to bank after 10 hours.

This overtime and bank time is considered a "Premium" and therefore all hours worked (12) count in the calculation of the 40 hour work week. No Call Time will be paid, but normal meal ticket policy does apply.

3. Day Worker covering a complete 48 hour tour that is in one week (Sunday to Saturday).

Pay - 40 hours straight time

Overtime over 40 hours

No banking or meal tickets

Other days are scheduled as days off and if required to work

pay - as overtime

Option to bank after 8 hours

4. Day Worker covering a tour that is 36 hours in one week and extends into the following week.

a) Pay 36 hours for first week. The remainder of the

normal Day Worker working days are rescheduled as days off. If asked to work on those days

Pay - overtime
Bank after 8 hours
Call Time

- b) Pay second week - 12 hours on Sunday overtime. -
Monday - Thursday - 8 hours/day = 44 hours

Pay at overtime rate hours over 40.

- c) If pay does not average 40 hours/week, the relief man will be given the option to make up 40 hours.
 - d) No meal ticket or call time is paid as this is a full tour.
5. The supervisor, at his discretion, has the option to use shift workers on their days off to cover for shift relief.

February 23, 1995

CARIBOO PULP & PAPER COMPANY

LIGHT DUTY PROGRAM

A. **OBJECTIVES:**

- 1) To assist an injured employee's (work or non work related) rehabilitation by modifying their duties. This will provide an opportunity to remain active at work while recovering full capabilities.
- 2) To create meaningful light duty assignments that will accommodate almost all limitations.
- 3) To reduce wage loss for employees.

An employee may be unable to perform normal work assignments following an injury. The company will offer the employee an alternative function to perform which will not aggravate the injury, and reduce or avoid any loss of earnings. The time period for an employee to perform an alternative function is determined by the nature of the injury. This period will not extend beyond a reasonable time that allows the employee to return to regular employment as soon as possible.

B. **POLICY:**

1. Light Duty is appropriate to the injured employee who is capable of productive and suitable employment

It is not possible to list all conceivable criteria which might be applied to determine suitable employment. Refer to light duty assignments as a guideline. This is a general list only and may be amended as required by the Committee.

2. The employee's attending physician must be advised of the nature of the light duty work by the employee. The physician must conclude the job will not harm the patient's recovery.

3. An injured employee (work related) who refuses light duty work without a justifiable reason may not be eligible for time loss benefits. Refer to W.C.B. Policy 34.11 Rehabilitation Services Manual.

C. **GUIDELINES:**

1. Employees are responsible for notifying their supervisor on the status of an injury.
2. If the employee has not contacted their supervisor or if an injured employee is unable to contact their supervisor, it is the responsibility of their supervisor to make contact with the employee.
3. The communication between the supervisor, union O.H.&S. member (or designate) and employee is critical. Points of consideration which should be discussed are:
 - a) What is the condition of the employee? What can the supervisor do to help? (General condition or limitations only, not confidential medical information).
 - b) Has the employee seen a doctor, or planning to see a doctor? Is the employee available for an accident investigation?
 - c) Expected date of return to work?
 - d) The supervisor will inform the employee that the company will provide light duty to suit their limitations.
 - e) Has the employee informed their physician of the light duty work available? Is there any area of modified work the physician feels they cannot do, considering their limitations? Has the physician completed the light duty report?
4. The employee's supervisor will notify the department superintendent, one shop steward and a union OH&S member of employees working on light duty as soon as possible.
5. If a W.C.B. or weekly indemnity claim is questioned by the company, a copy of this correspondence will be forwarded to the employee and the union.
6. Employees assigned to the light duty program will receive their normal hours and rate of pay.

No employee will be paid by the company if they are not working.

7. The employee's immediate supervisor is responsible for regular follow up on the injured employee's progress. The employee and supervisor are responsible for ensuring the physician's instructions for light duty work are followed.
8. Participation in the light duty program does not prejudice future Weekly Indemnity or W.C.B. claims.
9. Light duty assignments will not displace any regular employees.

D. PROCEDURES

1. The Light Duty Program report (similar to attached form) must be completed as soon as possible. An O.H. & S. member, safety captain or designate should be present. The form will be taken to the physician by the employee or faxed by the company. This information is confidential.
2. The Company will not coerce or force employees into accepting light duty work assignments.
3. The first priority for Light duty assignments will be made within the employee's department. A union executive member or steward must be contacted if light duty assignments outside of the department are being considered.
4. Each department is responsible for maintaining a list of possible light duty work assignments. (Attached)
5. This program will be discussed at crew safety meetings on an annual basis.

LIGHT DUTY ASSIGNMENTS

The following are examples of light duty job tasks that may be available while on light or restricted duty.

Note: Each individual case and job assignment will be assessed at the Light Duty meeting held prior to the commencement of light work. Instructions/restrictions

will be provided to all parties by the physician on the light duty report.

1. **OPERATING DEPARTMENTS**

- Spark/tank watch duties
- Light housekeeping
- Assist in performing normal job assignments in which the employee has been trained
- Check/review lockouts and vessel entries
- Writing new lockouts
- Safety/housekeeping inspections
- Upgrading current job requirements
- Training up in line of progressions
- Assist in training other employees
- Review training materials for area

2. **MAINTENANCE DEPARTMENTS**

a) ***MECHANICAL***

Millwrights

- Shop fabrication/repair
- Inspect equipment guards
- Inspect equipment for lifting device requirements
- Training: i.e. vibration analysis, equipment alignment methods
- Inspect packing and adjust

Carpenters

- Shop assembly & manufacturing work
- Inspect/repair scaffold planks/clamps etc.

Heavy Duty Mechanics

- P.M. of equipment
- Review overhaul parts list for completeness
- Enter parts onto computer for ordering

Lubrication Mechanics

- Inspect equipment for fluid levels, etc.
- Oil analysis

Pipefitters

- Eyewash inspection
- Install/inspect flange protectors
- Inspect valves for repacking
- Inspect pipe lines for leaks
- Inspect and list details of chemical & unloading hoses
- Shop fabrication

Machinists

Normal manufacturing
Slitters

Welders

Shop fabrication
Review/practise welding procedures and techniques,
i.e. small diameter pipe, titanium, tig, etc.

Painters

Shop work
Pipe line identification
Asbestos encapsulation

Labourer

Spark watch/manhole watch
Shop (other areas) cleanup
Asbestos encapsulation

All Trades

Housekeeping inspections
Inspect transite for repair & replacement

b) ***ELECTRICAL***

Drawing revisions
Shop benchwork
PLC programming & training

c) ***INSTRUMENT***

Distributed control system configuration
Instrument mill stock inventory
Department parts bin replenishing
Engraving as required
Sandblasting and painting as required
Drawing revisions
D.C.S. training

d) ***STORES***

Inventory checks
Key punching
Light housekeeping
Filing
Retagging shelves

k

PHYSICIAN'S MEDICAL CERTIFICATE
MODIFIED WORK (LIGHTDUTY) FORM

Employee Name: _____		Date of Birth: ____/____/____			
		Y	M	D	
Job Title: _____	Department: _____	Supervisor _____			
Date of Injury/Illness: ____/____/____	Last Day Worked: ____/____/____	<input type="checkbox"/>	WCB	<input type="checkbox"/>	
Y	M	D	Y	M	D
Physician's Name, Address, Phone, and Fax Number					

Based on information provided, including the employee's statement regarding his/her health and the results of my actual assessment, my professional opinion regarding this employee's ability to perform his/her duties at this time is:

- THE EMPLOYEE IS FIT TO RETURN TO REGULAR EMPLOYMENT.
- THE EMPLOYEE SHOULD AVOID THE FOLLOWING TASKS.

Check all that apply:

<input type="checkbox"/> Walk or stand continuously	<input type="checkbox"/> Climb stairs or ladders	<input type="checkbox"/> Lift weight exceeding ____ Kg
<input type="checkbox"/> Bend back frequently	<input type="checkbox"/> Be required to exert significant physical force or pressure	<input type="checkbox"/> Have acute hearing
<input type="checkbox"/> Be able to distinguish colours	<input type="checkbox"/> Be exposed to repetitive or prolonged cold	<input type="checkbox"/> Work alone
<input type="checkbox"/> Use right arm repeatedly	<input type="checkbox"/> Use fine vision	<input type="checkbox"/> Drive motor vehicles, trucks, heavy equipment
<input type="checkbox"/> Use left leg repeatedly	<input type="checkbox"/> Reach above shoulder level	<input type="checkbox"/> Perform work other than office work
<input type="checkbox"/> Use left arm repeatedly	<input type="checkbox"/> Perform handling (seizing, grasping, holding or turning objects)	<input type="checkbox"/> Perform fingering (picking, pinching or otherwise working with fingertips)
<input type="checkbox"/> Use right leg repeatedly	<input type="checkbox"/> Write	<input type="checkbox"/> Other – specified in remarks
<input type="checkbox"/> Utilize computer based training		
<input type="checkbox"/> Participate in training (read, write, concentration)		

Remarks: _____

Physician's Signature: _____ Date Signed: ____/____/____
Y M D

HANDOUT #4

August 22, 1998

CARIBOO PULP & PAPER COMPANY

Equalization of Overtime

The company agrees with the principle of equalization of the opportunity for overtime within the trades department. The company agrees to co-operate with the union to achieve this principle as follows:

1. The Company will endeavor to equalize overtime on an annual basis between January 1 and December 31.
2. Upon hire or entry into the trades, employees will be allocated overtime hours equal to the average of those employees working in that trade.
3. Hours recorded for overtime will be hours worked and those hours refused. Employees who cannot be reached will be recorded as refused. Employees away from the plant for bona fide reasons or more than 1 hour and less than 6 hours after completing a 12 hour night shift will not be recorded as a refusal.
4. Overtime lists will be posted in each area on a monthly basis.
5. The employee working on the job will have the first right to holdover overtime. The area trade will then be asked to cover the overtime and then to the mill equalization list. Scheduled overtime will continue with the present practice of asking the area trade first then to the OT List.
6. Both the Company and the Union recognize the need for some specialists in their area and these people will be identified as to their expertise and will receive the first call. The next call will be to the person with the least amount of overtime.
7. There will be a list which will contain the names of the employees who will work overtime. The department and shop stewards will co-operate in maintaining this list.

Cariboo Pulp & Paper Company

October 26 1998

Handout 9 - Vacation carryover.

Due to extenuating circumstances employees may not be able to use their full vacation allotment in a vacation year.

The Company and Union agree in principle that an employee may apply for carryover of annual or supplementary vacation not taken due to long term illness, WCB claims etc. The employee would be required to take at least 50% of the vacation time off and carryover the remaining vacation into the next vacation year.

The example discussed between the parties was an employee who is off work for 6 months and returns to work with only 4 weeks left in the vacation year. Under the present agreement this employee is required to go on vacation even though it may cause a financial hardship at that time and delay the work re-integration process.

Each application for relief under this agreement must be discussed at standing committee.

Union Proposal Union Agenda item #14

August 21, 1998

Amend Article XVII to provide that:

An employee shall have the option of taking equivalent time off if a statutory holiday falls on a regular day off.

The employee may defer their holiday pay and within the contract year take another day off with pay in lieu of the holiday provided:

- (i) They apply at least 7 days in advance of the holiday.
- (ii) They take the day off at a mutually acceptable time.

August 14, 2003

Mr. Daryl Nelson
President, Communications, Energy and Paperworkers
Union of Canada
Local 1115
P.O. Box 4622
Quesnel, b.C.

Dear Sir:

This is to confirm the mutual agreement between the Company and the Union regarding apprenticeship training certification principles and pay remains as per past practice.

Yours truly,
Manager Human Resources
CARIBOO PULP & PAPER COMPANY

R.A.D. NORMAN
cc: J Dixon