

**COLLECTIVE AGREEMENT**

**BETWEEN**

**CATALYST PULP AND PAPER  
SALES INC.**

**AND:**

**TRANSPORT, CONSTRUCTION, AND  
GENERAL EMPLOYEES' ASSOCIATION,  
LOCAL 66  
Affiliated with the  
CHRISTIAN LABOUR ASSOCIATION OF  
CANADA**

**July 27, 2006 - March 31, 2012**

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# **COLLECTIVE AGREEMENT**

## **BETWEEN:**

**CATALYST PULP AND PAPER SALES INC.**  
(hereinafter referred to as “the Employer”)

## **AND:**

**TRANSPORT, CONSTRUCTION, AND  
GENERAL EMPLOYEES’ ASSOCIATION**  
affiliated with the  
**Christian Labour Association of Canada**  
(hereinafter referred to as “the Union”)

## **ARTICLE 1 - PURPOSE**

- 1.01 It is the intent and purpose of the parties to this Agreement, which has been negotiated and entered into in good faith, to:
- a) recognize mutually the respective rights, responsibilities and functions of the parties hereto;
  - b) provide and maintain working conditions, hours of work, wage rates and benefits set forth herein;
  - c) establish an equitable system for the promotion, transfer, layoff and recall of employees;
  - d) establish a just and prompt procedure for the disposition of grievances;
  - e) cooperate in the achievement of an efficient and productive operation with the goal of zero damage to customer products.

f) and generally, through the full and fair administration of all terms and provisions contained herein, to develop and achieve a relationship among the Union, the Employer, and the employees which will be conducive to their mutual wellbeing.

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

## **ARTICLE 2 - RECOGNITION OF THE UNION**

2.01 The Employer recognizes the Union as the sole bargaining agent of all employees in the bargaining unit as defined in the certificate issued by the B.C. Labour Relations Board, as outlined in Article 2.02, and as amended from time to time between the parties.

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

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

2.04 Except in cases of emergency or for training and instructional purpose or for other unanticipated operational requirements, non-bargaining unit personnel (working foreman, supervisors and other non-bargaining unit employees) shall not normally perform

work included in work or job classifications under this Agreement and normally performed by members of the bargaining unit.

### **ARTICLE 3 – SCOPE**

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

3.02 The parties agree that

- Part 3, Wages, Special Clothing & Records
- Part 4, Hours of Work and Overtime
- Part 5, Statutory Holidays
- Part 7, Annual Vacation, and
- Part 8, Termination of Employment

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

### **ARTICLE 4 – MANAGEMENT’S RIGHTS**

4.01 Affairs of Business

Subject to the provisions of this Agreement, it is agreed that the Employer has the exclusive rights to manage the affairs of the business and to direct the working forces of the Employer. Such functions of management include, but are not limited to the right to hire, enforce rules of safety, promote, discharge, or discipline for cause, layoff employees, and maintain efficiency of employees. The Employer has the right to alter, rearrange or change, extend, limit or curtail its operations or any part thereof,

to decide the number of employees that may be assigned to work on any job or shift and the equipment to be employed in the performance of such work. Management reserves the right to introduce a performance and quality of work incentive program.

4.02 Rules and Regulations

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

**ARTICLE 5 - UNION REPRESENTATION**

5.01 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:

- a) The Union has the right to appoint or elect Stewards. The stewards are representatives of the employees in certain matters pertaining to this Agreement, including the processing of grievances.
- b) CLAC Representatives are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to or renewals of this Agreement, and enforcing the employees' collective bargaining rights and any other rights under this Agreement and under the law.

5.02 The Union agrees to notify the Employer in writing of the names of its officials and the effective dates of their appointments.

5.03 Stewards and other union officers in the employ of the Employer will not absent themselves from their work to deal with union issues without first obtaining the permission of the Employer.

Permission will not be withheld unreasonably and the Employer will pay such stewards and union officers at their regular hourly rates while attending to such matters during regular working hours.

- 5.04 The Union has the right to appoint or elect one (1) union member per crew to a Negotiating Committee. Time spent on the Negotiating Committee during regular work hours shall be considered time worked and the Employer shall pay for those hours at regular rates of pay. Negotiation time will not attract overtime.
- 5.05 The Employer may meet periodically with his employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union, and the employees. A CLAC Representative may attend such meetings.
- 5.06 There shall be no union activity on Employer's time or premises except as provided for in Article 5, unless otherwise authorized by management.

## **ARTICLE 6 - STRIKES OR LOCKOUTS**

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

**ARTICLE 7 - EMPLOYMENT POLICY AND UNION  
MEMBERSHIP**

- 7.01 The Union and the Employer will co-operate in maintaining a desirable and competent labour force. The Employer will give due consideration to union members for employment, provided such applicants are qualified to meet the requirements of the job.
- 7.02 New employees will be required to serve a probationary period of five hundred (500) hours worked and thereafter shall attain regular employment status, provided such service is satisfactory to the Employer. Their respective seniority shall be dated back three (3) months from the date they attained regular employment status.
- 7.03 Probationary employees are covered by the Agreement, excepting those provisions which specifically exclude such employees.
- 7.04 The Employer shall provide the Union with all necessary information regarding insurance and benefit plans, job postings and awards, terminations, and hirings. The name, social insurance number, address, date of hire, and classification of new employees shall be provided to the Union once monthly. A list of employees, showing their names ranked according to seniority, classification, and rate, shall be forwarded to the union during October and April in each year.
- 7.05 Neither the Employer nor the Union will compel employees to join the union. The Employer will not discriminate against any employee because of union membership or lack of it, and will inform all new employees of the contractual relationship between the Employer and the Union. Notwithstanding this, it is understood that all employees in the bargaining unit are covered by the collective agreement, whether or not they join the union.



- 7.06 A steward shall be given the opportunity for ten (10) minutes off work to greet new employees to discuss union membership with them

## **ARTICLE 8 - DUES CHECK-OFF**

- 8.01 The Union agrees that it will make membership in the union available to all employees covered by this Agreement on the same terms and conditions as are applicable to other members of the union.
- 8.02 As a condition of employment, the Employer is authorized to and shall deduct union dues, or a sum in lieu of union dues, from each employee's pay, in the amount of one and four tenths of one percent (1.4%) of the employee's gross wages on each pay cheque, capped at six tenths (0.6) times the hourly operator rate. The rate for calculation purposes is the "after 2<sup>nd</sup> year" rate in each year. The rate for calculation purposes will be the same for all employees. The Employer shall also deduct initiation fees as authorized by an employee.
- 8.03 The total amount checked off will be mailed to the Union's regional office within one (1) week of the end of each month, together with an itemized list of the employees for whom the deductions are made and the amount checked off for each.

## **ARTICLE 9 - WAGES AND RATES OF PAY**

- 9.01 Wage schedules applicable to various job classifications and locations are as set forth in the various schedules attached.
- 9.02 An employee who reports for work in the usual manner but is prevented from starting work due to a cause not within his control, shall be entitled to a minimum of two (2) hours' pay. If

an employee begins work, he shall be entitled to a minimum of four (4) hours' pay.

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

## **ARTICLE 10 - HOURS OF WORK & OVERTIME**

- 10.01 a) The work week shall consist of forty (40) straight time hours worked in four (4) or five (5) shifts, with days off to be consecutive, whenever possible.
- b) Employees who have only completed thirty-two (32) hours of work in one (1) week, can complete their forty (40) hours at regular time before overtime hours are offered. This does not include sick time and voluntary absence.
- 10.02 Work performed in excess of the scheduled shift hours shall be paid at the rate of one and one-half (1 1/2) times the regular hourly rate for the first three (3) hours of overtime. All hours in excess of three (3) hours of overtime each shift, or forty-eight (48) hours per week, exclusive of daily overtime, shall be paid at two (2) times the regular rate. For a week in which there is a statutory holiday, employees regularly working ten- (10) hour shifts must work forty-eight (48) hours exclusive of daily overtime before qualifying for double time.
- 10.03 Any employee required to work on a statutory holiday shall be paid one and one-half (1 1/2) times the hourly rate, regardless of weekly hours.
- 10.04 Overtime shall normally be performed on a voluntary basis; however, if there are insufficient volunteers, the Employer

reserves the right to assign the work in inverse order of seniority to qualified employees.

- 10.05 A lunch period of thirty (30) minutes shall be scheduled as near as possible to the middle of the shift. This provision applies to all employees. However, if part-time employees work less than five (5) hours, the lunch period may be replaced by a second fifteen- (15) minute rest period.
- 10.06 There shall be a fifteen- (15) minute rest period, with pay, during each half of the shift. If it is judged that there will be a minimum of two (2) hours of overtime to be worked for an eight- (8) hour shift or one (1) hour overtime for a ten- (10) hour shift, the employees will be entitled to an additional fifteen- (15) minute rest period.
- 10.07 No employee shall be discriminated against or compelled to work Sunday or a day in lieu thereof, only because the employee's religious convictions prevent him from working.
- 10.08 a) Continuation of task  
Overtime shall be offered to employees in order of seniority so long as the employee is capable of performing the available work effectively. This excludes "continuation of task" overtime, which is work estimated to be one (1) hour or less.
- b) Shortage of work  
If there is a shortage of work during a shift, and if it is operationally practical, employees will be asked if they would like to voluntarily leave in order of seniority.
- 10.09 An employee may bank overtime as follows:
- a) an employee may bank overtime for the purpose of additional vacation or payment of sick days;

- b) overtime which is accumulated as vacation/overtime shall be credited in terms of hours. When an employee leaves the company, all accumulated hours in the employee's overtime bank will be paid out in total;
- c) an employee will be allowed to accumulate a maximum of forty (40) hours of banked overtime per year;
- d) unused banked overtime will be paid out at the end of each calendar year.
- e) the granting of time off for banked overtime will be at the discretion of the Employer.
- f) banked overtime can be used to cover lost wages occurring from approved time off. Banked overtime can only cover one (1) hour time blocks.

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

## **ARTICLE 11 - VACATIONS**

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

- from zero (0) to one (1) year of service – four percent (4%) vacation pay (vacation entitlement begins in the second year);
- after one (1) year's service - eighty (80) hours' vacation with pay at four percent (4%);
- after three (3) years' service –one hundred and twenty (120) hours' vacation with pay at six percent (6%);

- after eight (8) years' service –one hundred and sixty (160) hours' vacation with pay at eight percent (8%).
- 11.02 a) Employees entitled to more than eighty (80) hours of vacation as per Article 11.01, shall take no more than eighty (80) hours during June, July, August, or December. At the discretion of the Employer, additional employees may take time off if operation requirements permit.
- b) A maximum of ten percent (10%) of each crew or two (2) employees per crew, whichever is greater, may take vacation on a weekly basis during this period, when vacations are being scheduled as per article 11.03(a).
- 11.03 a) The Employer shall post blank vacation schedules on December 1<sup>st</sup> each year. Employees shall enter first preference no later than January 31<sup>st</sup> with the requested vacation to be confirmed by the Employer no later than March 1<sup>st</sup> in each year.
- b) Scheduled vacation must be taken in blocks of one- (1) week shift rotation. Single days will be scheduled, in order of seniority, after all the blocks have been scheduled. Scheduling single vacation days will only be permitted as per Article 11.06.
- c) In scheduling vacation time, the Employer shall proceed down the seniority list of each separate crew and deal with any conflicts that arise. Vacations will be scheduled in order of seniority.
- d) Unscheduled vacation time will not override approved days off.

- 11.04 The Employer will endeavour to grant vacations at the time requested in the vacation season or period, considering business requirements. If a choice must be made between two or more requests for vacation at the same time, seniority shall apply.
- 11.05 Vacation pay shall be paid on the normal pay day for that vacation period through the normal payroll process.
- 11.06 Statutory holiday pay will be issued as per Article 12.01 during the pay period in which the holiday occurs. In the event a public holiday falls during an employee's annual vacation, such employee shall be entitled to a day off, without pay, at a mutually agreed upon time within eight (8) weeks of the actual holiday.
- 11.07 The following shall be included in calculating years of service for the determination of vacations with pay for an employee after one (1) continuous year of employment
- a) absence on Workers' Compensation up to a period of one (1) year provided the employee returns to his employment;
  - b) absence due to illness up to a period of one (1) year, provided the employee returns to his employment.

## **ARTICLE 12 - HOLIDAYS**

12.01 The Employer agrees to pay at regular rates per day for the following ten (10) holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
British Columbia Day	Boxing Day

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

- 12.02 Article 12.01 applies to employees who have attained regular employment status and who have worked their scheduled workday before and their scheduled workday following the holiday, provided either is within thirty (30) days of the holiday in question, unless their absence is due to authorized leave of absence (as granted per Article 15.01) or vacation with pay.
- 12.03 Part-time employees shall receive payment for holidays proportionate to their actual time worked, calculated on the basis of the four (4) calendar weeks preceding the holiday.
- 12.04 If one of the above-named holidays falls on a regularly scheduled day off, the following regularly scheduled work day shall be observed as the holiday, unless an alternate day is mutually agreed.
- 12.05 Where the Employer and the Union mutually agree, a holiday may be observed on another day.
- 12.06 A statutory holiday is determined an overtime day for the purposes of Articles 10 and 11.

### **ARTICLE 13 - SENIORITY, LAYOFF, AND PROMOTIONS**

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

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

13.03 Seniority rights shall cease for an employee who:

- a) voluntarily terminates his employment;
- b) is discharged and such discharge is not reversed through the Grievance Procedure;
- c) is laid off for a continuous period of more than twelve (12) consecutive months;
- d) is absent due to a job related or non-work related sickness or injury for a continuous period of more than twelve (12) months.

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

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

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

13.06 Any employee laid off and recalled for work must return within two (2) workdays when unemployed and within five (5) workdays when employed elsewhere after being recalled.



13.07 The Employer shall post, for a minimum of five (5) workdays, in a conspicuous place, notice of all training positions, vacant positions, new positions, and premium pay opportunities. These postings must state the location of the position or opportunity. Any employee of the Employer covered by this Agreement may apply for such position. Skill, ability, and efficiency of the employee shall be given primary consideration in the appointment. Where such factors are relatively equal in the opinion of the Employer, seniority shall be the governing factor.

#### **ARTICLE 14 - JURY DUTY**

14.01 It is agreed that the Employer shall compensate employees for the difference, up to seventy-five percent (75%), of their regular wages and payment received while performing jury duty or while serving as a subpoenaed witness in a court action or Coroner's Inquest.

#### **ARTICLE 15 - BENEFIT AND RETIREMENT PLAN**

15.01 All regular full time employees covered by the Collective Agreement, upon completion of their probationary period, will be covered by the Employer's hourly employee benefit plan. Employees electing optional coverage will contribute, by payroll deduction, a monthly amount according to the rates set forth for the specific plan options and/or coverage elected. Any changes to the benefit plan will be automatically incorporated as they occur.

15.02 All regular full time employees who have completed two (2) years of service with the Employer will be eligible to participate in the Employer-administered RRSP program, beginning the first (1<sup>st</sup>) day of January or July following the two (2) years of service.

15.03 For all eligible employees, the Employer will contribute four percent (4%) of the base rate times 2080 hours and up to an additional two percent (2%) matched contribution based on two percent (2%) of the base rate times 2080 hours, to the Employer-administered RRSP program.

## **ARTICLE 16 - LEAVES OF ABSENCE**

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

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

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

## **ARTICLE 17 – SICK TIME**

- 17.01 Employees may use their banked overtime, and up to forty (40) hours of their vacation time, for the coverage of sick time hours.
- 17.02 The Employer will require a doctor's note only under the following circumstances:
- a) after three (3) consecutive days off;
  - b) any absences beyond five (5) per year;
  - c) under circumstances that can reasonably be determined as suspicious.

## **ARTICLE 18 – WAREHOUSE CLOSURE**

### 18.01 Severance Pay

Employees whose employment is terminated because of warehouse closure shall be entitled to severance pay of one (1) week's pay at regular straight time rates for each year of service with the Employer, up to a maximum of eight (8) weeks' pay.

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

### 18.03 Technological Change

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

“(1)If an employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom a collective agreement applies,

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

## **ARTICLE 19 - SAFETY AND HEALTH**

19.01 The Employer and the Union agree to maintain the highest standard of safety, health, sanitation, and working conditions in

and around the Employer's premises. These standards shall be enforced in the following manner:

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

19.02 Seniority employees will be reimbursed up to a maximum of one hundred dollars (\$100.00) per contract year for Company-approved safety gear, upon presentation of a receipt. This safety gear allowance can be carried over for two (2) years.

## **ARTICLE 20 - UNION-MANAGEMENT COMMITTEE**

20.01 The parties to this Agreement pledge to work toward the greatest possible degree of consultation and cooperation, believing that

the following concepts provide a fundamental framework for improved labour-management relations:

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

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

## **ARTICLE 21 - EDUCATION AND TRAINING**

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

## **ARTICLE 22 - GRIEVANCE PROCEDURE**

22.01 Should a dispute arise between the Employer and an employee or the Union regarding the interpretation, application, administration, or violation of this Agreement, it shall be resolved by the grievance procedure in the manner set out below.

- 22.02 **INFORMAL PROCEDURE** - As an informal step, an employee is encouraged to make an earnest effort to resolve the issue directly with the Management person to whom the employee reports. The employee may choose to be accompanied by a Steward.
- 22.03 The parties to this Agreement recognize that CLAC Representatives and the union stewards are the agents through whom employees shall process their grievances and receive settlement thereof.
- 22.04 Neither the Employer nor the Union shall be required to consider or process any grievance that arose out of any action or condition more than fourteen (14) days after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period shall not begin to run until the action or condition has ceased.
- 22.05 A "Policy Grievance" is defined as a grievance that involves a question relating to the interpretation, application, or administration of this Agreement. A Policy Grievance may be submitted by either party to Mediation or directly to Arbitration under Article 23, bypassing Step 1 and Step 2 of the Grievance Procedure. A Policy Grievance shall be signed by a steward, a Union Officer, or a CLAC Representative, or in the case of an Employer's Policy Grievance, by the Employer or his representative.
- 22.06 A "Group Grievance" is defined as a single grievance signed by a Steward or a CLAC Representative on behalf of a group of employees who have the same complaint. A group grievance must be dealt with at successive stages of the Grievance Procedure, commencing with Step 1. The grievors shall be listed on the grievance form.

22.07 Step 1

A grievance shall be submitted to the Employer in writing within fourteen (14) days of the act or condition causing the grievance. The Employer shall address the grievance and shall forward a written response to the grievor and the Union Representative within seven (7) days of the day on which the grievance is submitted.

22.08 Step 2

If the grievance is not resolved at Step 1, a Union Representative may, within seven (7) days of the decision under Step 1 or within seven (7) days of the day this decision should have been made, submit a Step 2 grievance to the Employer. The parties shall attempt to meet to resolve the grievance within one (1) week after the Step 2 grievance has been filed. The Employer shall forward a written response to the grievor and the Union Representative within seven (7) days of the day on which the Step 2 grievance is submitted.

**ARTICLE 23 - ARBITRATION**

23.01 If the parties fail to settle the grievance at Step 2 of the Grievance Procedure, the grievance may be referred to mediation or arbitration.

23.02 The party initiating arbitration must serve the other party with written notice of desire to arbitrate within fourteen (14) days after receiving the decision given at Step 2 of the Grievance Procedure.

23.03 If a notice of desire to arbitrate is served, the two parties shall attempt to obtain an agreement to refer the matter to an agreed upon single Arbitrator, within seven (7) days of service, who will



meet with the authorized representatives of the Union and the Employer in a hearing to ascertain both sides of the case.

- 23.04 If the parties fail to agree to refer the matter to an agreed single Arbitrator within seven (7) days of service as aforesaid, either Party may request the Minister of Labour to appoint an Arbitrator.
- 23.05 Notice of desire to arbitrate and of nominations of an Arbitrator shall be served personally, by fax, or registered mail. The date of registered mailing shall be deemed to be the date of service.
- 23.06 If a party refuses or neglects to answer a grievance at any stage of the Grievance Procedure, the other party may commence arbitration proceedings and if the party in default refuses or neglects to appoint an Arbitrator, the party not in default may apply to the Minister of Labour to appoint an Arbitrator to hear the grievance. The decision of the Arbitrator shall be final and binding upon both parties.
- 23.07 An employee found to be wrongfully discharged or suspended will be reinstated without loss of seniority and with back pay, less any monies earned, or by any other arrangement which is just and equitable in the opinion of the Arbitrator.
- 23.08 The decision of the Arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.
- 23.09 The parties will equally bear the expense of the Arbitrator.
- 23.10 An Arbitrator shall be empowered to render his decision or interpretation consistent with the provisions of this Agreement.

## **ARTICLE 24 - DISCHARGE, SUSPENSION AND WARNING**

- 24.01 If written discipline is to be imposed, a copy shall be issued immediately to a steward and to the union office. Employees may request that a union steward be present for all disciplinary discussions. If such request is made, the employee will not be reprimanded until a steward or Representative can be present.
- 24.02 An employee may be suspended or discharged for proper cause by the Employer. Within five (5) workdays following the suspension or discharge, the employee involved, together with a Union Representative, may interview the Employer concerning the reason leading to the suspension or discharge. Within five (5) workdays following the interview, the union may submit the complaint to arbitration. This provision excludes probationary employees.

## **ARTICLE 25 - DURATION**

- 25.01 This Agreement shall be effective on the twenty - seven (27th) day of July, two thousand six (2006) and shall remain in effect to and including the thirty-first (31st) day of March, two thousand twelve (2112), and for further periods of one (1) year, unless notice in writing is given by either party of the desire to cancel, change, or amend any of the provisions contained herein, within four (4) months immediately preceding the date of expiry of the Agreement. Should neither of the parties give such notice, this Agreement shall renew for a period of one (1) year.

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

**DATED** at Surrey, B.C., this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**Signed** on behalf of  
**CATALYST PULP AND  
PAPER SALES INC.**

**Signed** on behalf of  
**TRANSPORT, CONSTRUCTION  
AND GENERAL EMPLOYEES'  
ASSOCIATION, LOCAL 66**  
affiliated with the  
**CHRISTIAN LABOUR  
ASSOCIATION OF CANADA**

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# SCHEDULE 'A' – CLASSIFICATIONS AND RATES OF PAY

## Classifications and Rates of Pay

### Timberland Road Location

Classification	Current 2006	April 1st, 2007	April 1st, 2008	April 1st, 2009	April 1st, 2010	April 1st, 2011
<b>Machine Operator</b>						
Start	\$19.50	\$19.79	\$20.19	\$20.59	\$21.00	\$21.42
End Probation	\$20.75	\$21.06	\$21.48	\$21.91	\$22.35	\$22.80
After 2nd Year	\$21.75	\$22.08	\$22.52	\$22.97	\$23.43	\$23.90

### **Premiums**

For all regularly scheduled shifts between 3:00pm and 3:00am and Saturdays and Sundays

Shop Steward	-	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50
Lead Hand	\$2.25	\$2.25	\$2.25	\$2.25	\$2.25	\$2.25
First Aid	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25
Shunt Truck	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25
Education and Training	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05

## GENERAL

### 1. Education & Training Fund

The Employer agrees to contribute five cents per hour (\$0.05/hour) to the Union's Education and Training Fund.

### 2. First Aid

Course fees will be paid for all designated attendees who successfully complete the WCB level requirements for certification. The Employer will determine the designated first aid attendants. The Employer will pay the first aid attendant for each shift. In the absence of the designated attendant, the backup attendant shall be paid the premium.

### 3. Overtime

a) No employee will be required to work over twelve (12) hours in one (1) day.

b) An overtime sign-up sheet will be posted for all scheduled overtime. If additional employees are needed for the shift, they will be called in order of seniority from the sign-up sheet.

c) For the purposes of lead hand overtime, employees will be called in by seniority from a list of employees who are qualified to perform lead hand duties.

### 4. Emergency Call-in

Employees who are interested in being called in for emergency overtime should place their names on the emergency call-in list. Employees will be called in by seniority from this list for emergency overtime. This list will be updated once per year.

## **SCHEDULE “B”**

### **OUTLINE OF MEDICAL BENEFIT COVERAGE**

(This schedule does not form part of the collective agreement. It is for information purposes only. Detailed information is available from the Group Benefits booklet.)

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

**SCHEDULE 'C'**  
**CONSCIENTIOUS OBJECTOR STATUS**

(This schedule does not form part of the collective agreement. It is for information only.)

The Union has a conscientious objection policy for employees who cannot support the union with their dues for conscientious reasons, as determined by the Union's internal guidelines on what constitutes a conscientious objection.

## **LETTER OF UNDERSTANDING #1**

### **BETWEEN:**

**CATALYST PULP AND PAPER SALES INC.**  
(hereinafter referred to as the “Employer”)

### **AND:**

**TRANSPORT, CONSTRUCTION, AND GENERAL  
EMPLOYEES ASSOCIATION, LOCAL NO. 66**  
affiliated with the  
**Christian Labour Association of Canada**  
(hereinafter referred to as the “Union”)

Pursuant to Article 5.01(b) of the collective agreement, the parties have agreed to amend the agreement to include the following criteria for prime time relief students:

1. The Employer intends to hire between four (4) and six (6) students for the purpose of relief for holiday coverage. These students will be employed between May and August and in December.
2. The students will be members of the union and will be covered by the collective agreement but they will be excluded from the seniority provision as per Article 13 and benefits as per Article 15. In no case will service in this employment category accrue to future seniority entitlement.
3. The employment of such persons will not displace any employee; students will be hired for relief work purposes only. The intent is not to take away the overtime of the regular full time employees.
4. The rate of pay for the students will be sixteen dollars and twenty-five cents (\$16.25) per hour.



5. Students:
  - a. must be registered in a post-secondary educational institution and must have a valid driver's license;
  - b. could be expected to operate a tugger trailer unit, operate a hand-held scanner, operate a forklift, or any other duties as seen fit by the supervisor. They will not operate **clamp** trucks.
  
6. The shifts worked by students will be flexible, depending on crew needs.
  
7. Students hired could be dependants of employees of Catalyst Pulp and Paper Sales Inc.
  
8. This program will be reviewed by the Union-Management Committee at the end of each year and be assessed at that time.

DATED at Surrey, B.C. this \_\_\_\_ day of \_\_\_\_\_, 2007.

**Signed** on behalf of  
**CATALYST PULP AND  
 PAPER SALES INC.**

**Signed** on behalf of  
**TRANSPORT, CONSTRUCTION,  
 AND GENERAL  
 EMPLOYEES' ASSOCIATION  
 LOCAL 66 (CLAC)**

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**LETTER OF UNDERSTANDING #2**

**BETWEEN:**

**CATALYST PULP AND PAPER SALES INC.**  
(hereinafter referred to as the “Employer”)

**AND:**

**TRANSPORT, CONSTRUCTION, AND GENERAL  
EMPLOYEES ASSOCIATION, LOCAL NO. 66**  
affiliated with the  
**Christian Labour Association of Canada**  
(hereinafter referred to as the “Union”)

Pursuant to Article 5.01(b) of the collective agreement, the parties have agreed to amend the collective agreement to include the following:

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

DATED at Surrey, B.C. this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**Signed** on behalf of  
**CATALYST PULP AND  
PAPER SALES INC.**

**Signed** on behalf of  
**TRANSPORT, CONSTRUCTION,  
AND GENERAL  
EMPLOYEES’ ASSOCIATION  
LOCAL 66 (CLAC)**

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## **LETTER OF UNDERSTANDING #3**

**BETWEEN:**

**CATALYST PULP AND PAPER SALES INC.**  
(hereinafter referred to as the “Employer”)

**AND:**

**TRANSPORT, CONSTRUCTION, AND GENERAL  
EMPLOYEES ASSOCIATION, LOCAL NO. 66**  
affiliated with the  
**Christian Labour Association of Canada**  
(hereinafter referred to as the “Union”)

Pursuant to Article 5.01(b) of the collective agreement, the parties have agreed to amend the agreement to include the following:

1. The parties agree that a new union position will be created called “Shift Coordinator.” A Shift Coordinator will be able to temporarily coordinate a full shift in the absence of a shift supervisor. Absence is defined as illness, vacation, or emergency.
2. This position will be reviewed annually on April 1<sup>st</sup> by the Union-Management Committee. At that time, both the Union and the Employer will have to agree on the continuation of this position. If no agreement is reached, the position will be cancelled.
3. This position will be paid at a rate of twenty-six dollars and fifty cents (\$26.50) per hour and will include all applicable premiums (excluding Lead Hand premiums).
4. An employee in this position will not hire, fire, or discipline any employees.
5. The Employer will post for a maximum of six (6) positions.

6. An employee will be permitted a maximum of only one hundred sixty (160) hours in the shift coordinator position per year.

DATED at Surrey, B.C. this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**Signed** on behalf of  
**CATALYST PULP AND  
PAPER SALES INC.**

**Signed** on behalf of  
**TRANSPORT, CONSTRUCTION,  
AND GENERAL  
EMPLOYEES' ASSOCIATION  
LOCAL 66 (CLAC)**

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## **LETTER OF UNDERSTANDING #4**

### **BETWEEN:**

**CATALYST PULP AND PAPER SALES INC.**

(hereinafter referred to as the “Employer”)

### **AND:**

**TRANSPORT, CONSTRUCTION, AND GENERAL  
EMPLOYEES ASSOCIATION, LOCAL NO. 66**

affiliated with the

**Christian Labour Association of Canada**

(hereinafter referred to as the “Union”)

Pursuant to Article 5.01(b) of the collective agreement, the parties have agreed to amend Article 10.09 of the agreement to include the following:

1. Effective January 1<sup>st</sup>, 2007, the banked overtime provision in the collective agreement will be increased to eighty (80) hours per year, on a one- (1) year trial basis.
2. The financial and operational impacts of the increase in the banked overtime will be reviewed at each Union-Management meeting until the review period has expired.
3. At the end of the one- (1) year review period, the increase in the banked overtime will be reviewed by the Union-Management Committee. The criteria for review will be as follows:

Whether the increase in the banked overtime had a negative financial or operational impact on the company by attracting additional overtime. This excludes any negative impact that may occur due to scheduling errors.

4. If the Union-Management Committee agrees that there is no or minimal impact as outlined above, the review period will end and eighty (80) hours of overtime will replace “forty (40)” hours in Article 10.09(c) of the collective agreement.

DATED at Surrey, B.C. this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**Signed** on behalf of  
**CATALYST PULP AND  
PAPER SALES INC.**

**Signed** on behalf of  
**TRANSPORT, CONSTRUCTION,  
AND GENERAL  
EMPLOYEES’ ASSOCIATION  
LOCAL 66 (CLAC)**

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