

**LABOUR
AGREEMENT**

BETWEEN:

**ECP LP
19680 94A AVENUE
LANGLEY, B.C.
Hereinafter referred to as "the Company"**

AND:

**COMMUNICATIONS, ENERGY & PAPERWORKS UNION OF CANADA
LOCAL 433
#102 - 8988 FRASERTON COURT
BURNABY, B.C.**

APRIL 1ST, 2010 to MARCH 31ST, 2014

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LABOUR AGREEMENT

Agreement is by and between ECP LP hereinafter referred to as the Company, and Local 433 of the Communications, Energy & Paperworkers Union of Canada, located at #102 - 8988 Fraserton Court, Burnaby, B.C.

SECTION 1 GENERAL PURPOSE OF AGREEMENT

(a) The general purpose of this Agreement is, in the mutual interest of the employer and employee, to provide for the operation of the plant hereinafter mentioned under methods which will further, to the fullest extent possible, the safety, welfare and health of the employees, economy of operation, quality and quantity of the output, cleanliness of plant and the protection of property. It is recognized by this Agreement to be the duty of the Company and the employees to co-operate fully, individually and collectively, for the advancement of said conditions.

(b) **Successorship**

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

SECTION 2

(a) **Term of Agreement**

This Agreement shall be in effect from midnight April 1ST, 2010 to midnight March 31ST, 2014 and thereafter from year to year subject to the conditions as set out in Paragraphs "a" - "d" which follow hereunder."

(b) **Labour Code of B.C.**

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

(c) **Notice of Re-opening**

This Agreement may be open for collective bargaining as to changes as follows: Either party may, at any time within four (4) months immediately preceding the expiry of this agreement, by written notice require the other party to commence collective bargaining. If notice should not be given by either party ninety (90) days or more before the expiry of the agreement, then both parties are deemed to have given notice ninety days before the expiry.

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

(d) **Collective Bargaining**

If notices of desire for changes have been given in accordance with paragraph (c), the parties shall, as soon as agreeable to the parties following such date of notice, meet for collective bargaining, the Company being represented in such negotiations by a bargaining committee appointed by the Company, and the Union being represented by a bargaining committee selected by the Union.

Any agreement on changes arrived at and approved in such negotiations shall be binding upon the parties to this Agreement.

SECTION 3 INTERRUPTION OF WORK

No strikes, lockouts or walkouts shall occur during the life of this Agreement.

SECTION 4 RECOGNITION AND MEMBERSHIP

- (a) The Company recognizes the Communications, Energy & Paperworkers Union of Canada and the Union Local 433 as the only agencies representing all employees, as defined in this Agreement, for the purpose of collective bargaining.

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

Any new employee shall, as a condition of employment, become a member of the Union, on their first day of employment, and further, will be sworn into the Union within thirty (30) calendar days of their date of hire.

An employee will not be a member in good standing without being sworn into the Union. In the event of the Local Union intending to suspend a member for non-maintenance of membership, the Company shall be notified by the Local, in writing, at least seven (7) days before such suspension.

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

- (b) When hiring new employees, the Company will give preference to Union members, if such are available and are capable of doing the required work.

Employees eligible for membership in the Union, under the terms of this Agreement, include all those employed in the plant excepting those engaged in administration, in actual supervision, in

sales, engineering, technical and research and paper testing, accounting, clerical, stenographic and other office work, or watchmen's functions.

(c) **Checkoff**

The Company shall remit to the Union not less often than once each calendar month, amounts deducted from employees' wages in respect of initiation fees, and regular monthly dues and duly authorized Union assessments, pursuant to an assignment executed by individual employees on the Union Membership Application Card.

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

SECTION 5 CONTRACT RELATIONSHIP

It is recognized by this Agreement to be the duty of the signatory Company to explain fully the terms of this Agreement to all its officers, supervisors and others engaged in a supervisory capacity, and it is recognized to be the duty of the signatory Union to explain fully to its members, its and their responsibilities and obligations under this Agreement.

Supervisors shall not perform work usually done by employees unless such work is required for training and/or instructing employees to perform the task, or there are no other qualified employees available. Such occasions must be temporary in nature, and must not result in the displacement or exclusion of employees. It is agreed the Company will not shut down machinery to avoid supervisors performing work usually done by employees.

SECTION 6 SENIORITY

In promotions, postings or lay-offs and recall from lay-offs, other things being equal, the principles of plant seniority will govern.

For promotions and postings, the applicant with the highest plant seniority will receive first consideration for the job vacancy provided such applicant is qualified to perform the necessary requirements of the job.

Starting positions in any line of progression, or jobs not covered under line of progression, except job classifications at labour rate, shall be posted for a period of seventy-two (72) hours.

Where the position is filled on this basis the employee's first sixty (60) calendar days after reporting to the new job will be considered a probationary period. During this period the Company might deem it necessary to transfer the employee back to his former job or the employee may elect to do so on his own volition. In either case, the employee will return to his former job with no loss of seniority rights.

Employees who are absent on vacation or are otherwise unavailable, will be considered for job postings if they have left notice, in writing, with the Company that they would be interested in a specific opening should it become available. The Company will not however, consider any such notice which would extend more than three (3) weeks beyond the closing date of a given posting. A copy of such notice will be forwarded to the Union Standing Committee upon request.

Any employee promoted to a supervisory or staff position which removes him from the bargaining unit shall retain his seniority within the bargaining unit for the period of three (3) months, during which time he shall maintain his Union membership.

An employee will be considered probationary until he or she has completed four (4) accumulative weeks with the Company. This period may be extended by the Company for an additional four (4) weeks. The Union Plant Committee, and the employee, will be informed by the Company whenever an employee's probationary period is extended.

When two (2) or more employees are hired on the same day, their order of seniority will be determined by the time of the interview. For clarification, an employee's date of hire will not necessarily be the first day they start work. It will be the date they are hired by the Company, and this is the date their seniority will start. If two or more employees are hired on the same day, the employee who was interviewed first, will be the senior employee. Proof of the time of interview will be provided to the Plant Committee upon request.

Temporary Lay-Off

Any employee who is subject to layoff may bump a less senior employee from any job for which the employee is qualified. Employees who are subject to a bump may likewise bump a less senior employee from any job for which the employee is qualified.

The following rules apply to employees who are laid off due to shortage of work:

- (a) In the event of lay-off, a probationary employee may be terminated. A probationary employee who is terminated and recalled will receive credit for each period of employment in calculating his 30 day probationary period, and at the completion of the probationary period, his plant seniority will be adjusted to 30 days prior to completion.
- (b) If an employee requests and receives his vacation pay for the current period of employment he shall be terminated. Requests shall be in writing and shall be signed by a member of the Union Plant Committee.
- (c) Laid-off employees shall retain their seniority on the following basis:
 1. An employee not terminated with less than one (1) year of continuous service shall retain seniority for six (6) months from day of lay-off.
 2. An employee with one (1) year or more of continuous service and less than two (2) years of continuous service shall retain seniority for thirteen (13) months.

3. An employee with two (2) or more years of continuous service shall retain seniority for thirteen (13) months from date of layoff, plus one and one half additional months for each year of service up to an additional twenty four (24) months.
- (d) If an employee is recalled within the time specified above:
1. His previous period of employment will be included for the purpose of seniority.
 2. He will be eligible for the next holiday as listed in Section 9 of this Agreement provided he has previously qualified under Section 9 of this Agreement.
 3. The starting date of his previous period of employment will be used for determining vacation eligibility, provided he qualified under Section 12 . Vacations of this Agreement.
 4.
 - 1) The Medical Services Plan of B.C., the Extended Health Benefits, and the Group Life Insurance coverage for employees laid off with more than three (3) months' service shall be continued at employee's option for three (3) months from the end of the period for which deductions have already been made on a cost sharing basis shown in Schedule C, providing the employee pays his portion of the premium in advance. Benefit plans in existence will be reinstated upon his return to work.
 - 2) The Medical Services Plan of B.C., the Extended Health Benefits, the Group Life Insurance and Dental Plan coverage for employees laid off with one (1) or more years of service shall be continued at employee's option for six (6) months from the end of the period for which deductions have already been made on a cost sharing basis as shown in Schedule C, providing the employee pays his portion of the premium in advance and is not employed elsewhere. Benefit plans in existence will be reinstated upon his return to work.
- e) Laid-off personnel must keep the Company advised of their up-to-date address and telephone number.
- f) If an employee is recalled but is not available, or if an employee has failed to advise the Company of their up-to-date address and telephone number, such person will have no recourse for the period of work for which the recall became effective. However, an employee recalled but who is unable to report for work because of a substantiated illness, will not forfeit his right for recall. The employee thus affected shall be entitled to return to work the Monday following his notification to the Company of his availability.

Change to Work Schedule

- a) If changes in work assignments are made after the weekly schedule is posted the Company will, subject to operational requirements, give the affected employee(s) the following options:

- (i) Move to do other required work within their classification;
 - (ii) Move to other required work that they are qualified for outside of their classification;
 - (iii) Choose to do other required work for which they are qualified and will be paid the applicable rate for the classification in which they will be working;
- b) In situations where an employee is absent, the most senior qualified employee working in a classification with a lower rate would be offered the required work and, if necessary, the least senior qualified employee will be required to do such work.

Summer Students

It is agreed and understood that when temporary summer students are hired to supplement the regular work force for the purpose of vacation relief, they shall be designated as "temporary employees" for a term of employment that shall commence no earlier than April 15th, and shall not extend past September 15th. Summer Students cannot apply for permanent status during their term of employment.

Such temporary employees shall be subject to all of the provisions of this Agreement with the exception of seniority and benefits. The benefits summer students are not entitled to are those as defined in "Section 24 and Schedule C – Medical and Group Insurance Plans". It will be the Company's responsibility to inform each student that they are not eligible for benefit entitlement.

In the event of a reduction in the work force there shall be no layoff of a permanent employee until summer students are laid off.

Overtime will not be offered to summer students until all qualified, regular bargaining unit employees have been canvassed.

It is agreed that summer students will be paid at a rate of \$16.00 per hour during the term of this Agreement.

SECTION 7 HOURS OF WORK

Except for three (3) shift operations the work week shall commence with the shift beginning at 6:30 A.M. on Monday or the shift beginning nearest that hour and extends until the same hour the following Monday.

The beginning of the work week for three shift operations is 11:00 P.M. Sunday.

The normal work week shall be Monday through Friday and the normal work day shall be comprised of the following three shifts:

- | | | |
|----|------------|-----------------------|
| 1. | Days | 6:30A.M.to 3:00P.M. |
| 2. | Afternoons | 3:00P.M. to 11:00P.M. |
| 3. | Graveyards | 11:00P.M.to 6:30A.M. |

Shipper	6:00 A.M. to 2:30 P.M.
Clamp Truck Operator	6:30 A.M to 3:00 P.M.

Note: Should the Company decide to add an additional Clamp Truck Operator(s) he will be assigned one of the following shifts:

7:30 AM to 4:00 PM

11:00 AM to 7:00 PM

11:00 PM to 6:30 AM

or such other shift as may be mutually agreed between the Union and the Company.

The Clamp Truck Operators will rotate shifts unless mutually agreed otherwise.

Note: The Company agrees to consult with the Union from time to time as to the appropriateness of adding an additional Clamp Truck Operator(s). The following factors will be considered by the Company:

- a) the percentage of time a second clamp truck is being utilized;
- b) the expected duration of such utilization; and
- c) production levels

The afternoon and graveyard shift shall constitute an eight-hour shift with eight (8) hours pay and for the purpose of computing over-time.

There shall be one-half an hour lunch break during each of the three shifts and there shall be two (2) ten-minute rest periods during each of the three shifts. In addition, there shall be a ten minute (10) break each two (2) hours thereafter.

Both parties of this Agreement are committed to maintain the principle of a basic work week of forty (40) hours, but agree that additional time may be worked to permit operation or protection of the plant when paid for as shown in Section 8 .Overtime.

The Company agrees to the principle that the working of overtime is not compulsory.

The Union and the Company will not condone employees not reporting for overtime work where such employees had previously agreed to carry out such work.

It is agreed that the time of start of the employee's shift may be varied by one hour by the Management upon notification to the employee before the end of his or her last preceding shift. It is agreed that only one such change from the regular starting time of the shift may be made

during the regular work week.

It is further agreed that if and when necessary to operate on Saturday, it is desirable that the Company approach the Union Standing Committee, explaining the reasons for the necessary work before scheduling the 6th day of operation.

It is agreed that Sundays may be worked due to exceptional circumstances provided that such work will be on a voluntary basis for employees.

SEVEN DAY OPERATION

The parties agree to operate the machinery in the plant on a seven day (7) basis.

It is agreed that Section 7 Hours of Work and other applicable Sections, will be varied to permit scheduling of machinery on a continuous operating basis.

Two (2) weeks' notice shall be given by the Company before implementation of the Continuous Operating Schedule. The Schedule may be terminated or temporarily suspended by the Company on one (1) weeks' notice. The Company may give a minimum notice of one week to implement the Continuous Operating Schedule, but any employee who receives less than two weeks notice will receive Call Time. An employee will receive a minimum of forty (40) hours' pay for a week in which he begins or ends the seven-day (7) schedule.

Shifts shall be on the basis of twelve (12) hours commencing at 6:30 A.M. The schedule shall be on a 2-2-4 basis (2 days, 2 nights, followed by 4 days off). To offset the resulting 42-hour average work week schedule and to reduce the hours to an average 40-hour week, each employee accumulates two (2) hours per week time and pay. Once during each twenty-four (24) calendar week averaging period a block of four (4) shifts shall be scheduled off.

Statutory Holidays

The following shall be non-operating holidays:

- New Year's Day
- Good Friday
- Canada Day
- Labour Day
- Christmas Eve Day
- Christmas Day
- Boxing Day

The following shall be operating holidays:

Victoria Day
B.C. Day
Thanksgiving Day
Remembrance Day
Christmas Floating Holiday

For each operating holiday the employee shall receive a floating holiday with pay during each year, such holiday to be arranged at a time suitable to the employee and the Company. When the holiday is requested seven (7) days in advance, the payment of overtime shall not be a factor in the granting of the floating holiday.

When an employee does not work because their work day falls on a non-operating holiday, then the employee will receive whatever pay they would have received, had they been working up to a maximum of 12 hours at straight time.

Premiums

Hours worked on an operating holiday and on Sundays shall be paid at the rate of time and one half.

In the place of shift differential, employees shall receive the premium of \$1.00 per hour for each hour worked.

Overtime

Overtime at the rate of time and one-half shall be paid for hours worked:

- a) in excess of twelve (12) in any one day;
- b) in excess of the regular scheduled hours per week.

An employee not relieved by his mate shall notify the foreman. The Company shall make every effort to have the employee relieved as soon as possible, but in no case shall the employee work more than sixteen (16) consecutive hours.

An employee required to work more than one (1) hour beyond the end of his regular shift shall receive a meal allowance as per Section 16.

Vacations

Vacations are on a tour basis (four 12-hour shifts). A tour shall be one (1) week's vacation with either forty (40) or forty-eight (48) hours' vacation pay at the employee's option.

Bereavement Leave

Pay for Bereavement Leave shall be a maximum of twenty-four (24) hours according to the provisions of Section 15.

Jury and crown Witness Duty

Pay for Jury and Crown Witness Duty (Including Coroner's Inquest) shall be for hours necessarily lost from the employee's regular scheduled shift.

If an employee is continuously scheduled on Jury Duty or Crown Witness Duty (including Coroner's inquest) for more than one week, and is scheduled to work, as part of their regular shift schedule and Saturday (s) and/or Sunday (s) during this continuously scheduled period on Jury Duty or Crown Witness Duty (including Coroner's inquest), the employee will not be required to work on either the Saturday (s) or Sunday (s) but will nevertheless receive full pay for their missed shifts.

On the last week of an employee's Jury Duty or Crown Witness Duty (including Coroner's inquest), the employee will receive a minimum of two (2) days off before returning to work, with no loss of pay.

Health and Welfare Weekly Indemnity

Benefits will be payable beginning with the third (3rd) day of disability if the first two (2) days were scheduled workdays. Otherwise, benefits will be payable beginning with the fourth (4th) day of disability.

SECTION 8 OVERTIME

Employees shall receive overtime for time worked on the following basis:

- a) Time and one-half for the first four (4) hours worked in excess of eight (8) hours in a day and double time thereafter.
- b) Time and one-half for the first eight (8) hours worked on Saturday and double time thereafter.
- (c) Double time for all hours worked on Sunday and for all hours worked on "holidays" as specified in Section 9.
- d) Time and one-half for work in excess of forty (40) hours per week.

In the calculation of overtime there shall be no pyramiding of hours and overtime will not be paid twice for the same hours worked in any week.

SECTION 9 HOLIDAYS

Effective June 1, 1987, the following shall be the recognized paid holidays:

NEW YEAR'S DAY	32 Hours from 4 P.M. December 31
GOOD FRIDAY	24 Hours
VICTORIA DAY	24 Hours
CANADA DAY	24 Hours
B.C. DAY	24 Hours
LABOUR DAY	24 Hours
THANKSGIVING DAY	24 Hours
REMEMBRANCE DAY	24 Hours
CHRISTMAS EVE DAY	24 Hours
BOXING DAY	24 Hours

An additional paid holiday shall be observed on the day prior to the Christmas Eve holiday, or the day after the Boxing Day holiday, or the day prior to or after the New Year's holiday. The Company and Union Standing Committee shall jointly agree on which day is to be observed and the Company will notify the plant employees as to which day is to be observed by December 1st of each year. When this holiday is observed on the day prior to Christmas or New Year's during the period Monday to Friday in any week, the plant shall shut down for sixteen (16) hours only. In all other cases, the plant will shut down the normal twenty-four (24) hour day.

Where an additional statutory holiday is proclaimed by the Federal or Provincial Government such statutory holiday shall be treated in the same manner as the aforementioned.

The hours of commencing and ending, specified above, may be varied by mutual agreement of the Management and the Union Standing Committee, and the specified hour of commencing or ending will be adjusted to coincide with the regular hours for changing shifts.

In the case of a holiday falling on a Saturday, the previous Friday will be observed.

In cases of a holiday falling on Sunday, the following Monday shall be observed. Notice of holiday shutdown shall be posted on the bulletin board a week in advance.

Any employee who has been in the employ of the Company more than forty-five (45) days or has worked a minimum of 160 hours during this period will be entitled to payment for the holidays listed above.

Eight hours pay will be granted for each of the listed Statutory Holidays, to those employees who have worked on their regular shift on the scheduled work day next preceding the holiday, and on the next scheduled work day subsequent to the holiday.

Any employee absent from work on the last work day preceding and/or the next work day subsequent to the holiday, as a result of sickness or compensatory accident shall receive his holiday pay, providing he

furnishes to the Company a doctor's certificate, if requested by the Company, certifying that the sickness or compensatory accident justified the employee's absence on either or both of those days and providing they have worked some time in the 90 calendar day period immediately preceding the holiday.

Any employee laid off within thirty (30) working days before a Statutory Holiday and is re-hired within (30) days after a Statutory Holiday, shall receive pay for such holiday.

SECTION 10 ALLOWANCE FOR FAILURE TO PROVIDE WORK

In case any employee reports for work, whether it be on one of his regular days or on his day off, having been ordered to report for such work, and then no work is provided, he shall nevertheless receive two hours' pay for so reporting. In any case, where an employee has commenced to work he shall receive a minimum of four hours' pay, except in case of accident, breakdown, or interruption of power. There is not to be more than one allowance per day. In the case of accident, breakdown, interruption of power, or acts of God, the employee shall receive a minimum of two (2) hours' pay.

An employee starting his day of work for which he has been called, shall receive not less than the rate applicable to the job for which he was called, for the balance of his regular shift.

SECTION 11 CALL TIME

1. (a) Any employee required to report for work after he has completed his designated shift shall receive two (2) hours' Call Time at the straight time day rate plus actual time worked except that such Call Time shall not be payable to cover lateness and absenteeism for up to one (1) hour.
- (b) Any employee required to report for work on his designated day off shall receive two hours' Call Time at the straight time day rate except that such Call Time shall not be payable when notification has been given during his second shift preceding the work involved.
- (c) When an employee is required to report for duty in advance of his regular scheduled shift or when his regular scheduled shift is changed to another regular shift with an earlier starting time he shall receive two hours' Call Time at the straight time day rate subject to the following exceptions (1), (2):
 - (1) When the employee is given thirty-six hours' notice of the change in starting time, unless this is the second notice of change during the week or
 - (2) When the change in starting time does not exceed one hour in advance of the regular scheduled shift, no Call Time is payable.

- 2. It is understood and agreed that in the payment of Call Time on the basis provided in this Section, a minimum of four hours' pay will be paid for each call when work has been actually commenced, it being understood that such payment will include the payment for Call Time and payment for the time worked whether at straight time or at an overtime rate.
- 3. It is further understood and agreed that in the payment of Call Time on the basis provided in this Section, not more than one basis shall be used to cover the same period of work, nor will Call Time be added to or paid in lieu of allowances payable under Section 10, hereof.

**SECTION 12
VACATIONS**

1. Entitlement

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

An employee who is on the payroll on May 1st, who has been continuously employed during the qualifying period, and who has:

Length of Vacation Vacation Pay, being the greater of:

% of the) or hours
total wages) paid at
earned by) the
the employee) hourly
during the) rate of
preceding) the
vacation) employee's
period) regular job.

- a) Been employed for less than one year and does not qualify under (b) below. 1/4 day for each full week of actual work performed during the preceding vacation period provided no vacation of less than one day will be granted. 4 1/2% NIL hours

b) been employed for less than one year but has worked not less than 1500 hours during the preceding vacation period or, been employed for not less than one year and, who has worked not less than 1200 hours during the preceding vacation period.

The following hours will count as hours worked for the vacation:
 Vacations,
 Supplementary Vacations,
 Statutory Holidays,
 Jury or Witness Duty,
 Bereavement Leave

2 weeks	4 1/2% or	80 hours
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c) qualified for his 2nd vacation under this agreement

3 weeks	6 1/2% or	120 hours
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d) qualified for his 7th vacation under this agreement

4 weeks	8 1/2% or	160 hours
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e) qualified

	for his 15th vacation under this agreement	5 weeks	10 1/2% or	200 hours
f)	qualified for his 24th vacation under this agreement	6 weeks	12 1/2% or	240 hours
g)	qualified for his 30th vacation under this agreement	7 weeks	14 1/2% or	280 hours

2. Payment on Termination

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

3. General Rules

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

- (f) The allocation of vacation times is to be decided by the Company. However, the Company will endeavor by discussion with the employee or the Union to arrange vacations to suit the employee's wishes.
- (g) Time not exceeding one year, lost as the result of an accident recognized as compensable by the Workers' Compensation Board, suffered during the course of employment, shall be considered as time worked for the purpose of qualifying for vacation.
- (h) Time not exceeding one year, lost as the result of a non-occupational accident or illness, shall be considered as time worked for the purpose of qualifying for vacation provided that at the time of the accident or illness the employee has been on the payroll for not less than one (1) year and returns to employment. It is understood that the employer may require that the employee provide a certificate from a qualified medical practitioner.
- (i) Time lost as a result of layoff shall not be considered as time worked for the purpose of qualifying for a vacation.
- (j) Time lost as a result of an unpaid leave of absence shall not be considered as time worked for the purpose of qualifying for a vacation.

4. Vacation Scheduling

The following procedure will be adhered to for vacation scheduling:

- (i) The Company will post a notice thirty (30) days prior to the start of scheduling vacations.
- (ii) Vacation selection will be in order of plant seniority. Employees will be canvassed by seniority and will be allowed to select either a maximum three (3) week block of time, or two non-consecutive weeks, in available prime time.
- (iii) Employees will then be canvassed a second time, again by seniority. If prime time is still available, it may be scheduled.
- (iv) Employees will be given two (2) days to select their vacation preference during each of the two (2) canvasses. This two (2) day time period is to commence once the employee has received notice it is his turn to select vacation. Any employee who does not make a choice within their two (2) day selection period will be bypassed.
- (v) The onus will be on the employee to be prepared when the time and date of the vacation planning session is scheduled. This means that the employee will either contact Supervision by telephone or meet in person at the scheduled date and time, regardless of whether they are on or off shift, on vacation or sick on the designated date and time of the vacation planning session.
- (vi) Vacation canvassing will commence no later than February 1st of each year.

- (vii) Workers on "Tour" must indicate what "Tour" they are requesting off on the vacation request form. Tour workers must specify which Tour they are requesting off for vacation and the date that tour would start.
- (viii) When the Company changes an employee from one tour to another tour; or when the Company changes a tour worker to a schedule where he is not working on a tour; then every reasonable effort will be made to ensure the employee's vacation time is honored. The Company agrees it will take special circumstances into consideration.
- (ix) If a tour worker's schedule is changed by the Company so that he is no longer working on a tour and, after making every reasonable effort to do so, the Company is not able to honor the employee's vacation request, then the employee will start his vacation on the preceding Monday or the following Monday, to be determined by the Company based on seniority and availability. If the employee does not agree with the Company's decision, he may cancel his vacation and book vacation at another, mutually agreeable time. The Company agrees it will take special circumstances into consideration.
- (x) Prime time is defined as:
Summer Season 8 weeks prior to Labor Day
- (xi) Any vacation not scheduled after the second canvass each year will be granted on a first come, first serve basis.
- xii) A copy of the vacation list will be posted in a locked glass case in the employee lunchroom. This vacation list will be updated on a daily basis until all vacations are booked. Only supervisors will be authorized to update or change the vacation list.
- xiii) The Company commits, subject to operational requirements and available qualified replacements, to making available, by seniority, additional vacation opportunities in prime time after the second canvass.

6. Computation of Vacation Pay

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

SECTION 13 SUPPLEMENTARY VACATIONS

1. After completing ten (10) or more years of continuous service with the Company, an employee shall, in addition to the regular vacation to which he is entitled, become eligible to receive a supplementary vacation with pay each five (5) years as set forth below:

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

2. At retirement or termination, an employee who has completed ten (10) or more years of service shall receive, on a prorated basis, that portion of supplementary vacation computed to his/her nearest anniversary date.
3. The supplementary vacation may be taken with the regular vacation to which the employee is entitled provided such vacation period is not scheduled in any restricted vacation period, in which event the supplementary vacation shall be taken at a time to be agreed upon by the Company and the employee.
4. The supplementary vacation must be taken prior to the employee becoming eligible for his next earned period of supplementary vacation as provided in Section 1 above.
5. One (1) week's supplementary vacation pay shall be equal to forty (40) hours at the straight time hourly rate of employee's regular job.
6. For the purpose of determining eligibility for supplementary vacation, an employee's service shall be calculated from the last continuous service date of joining the Company.

**SECTION 14
JURY AND CROWN WITNESS DUTY**

- (a) Any regular employee who is required to report for jury duty including Coroner's inquest or who is required to appear as a Crown Witness will be entitled to reimbursement at the straight time hourly rate of his regular job for the hours necessarily lost as a result, provided however that such reimbursement shall not exceed eight (8) hours per day or forty (40) hours per week, less pay received for jury or witness duty. The employee will be required to furnish a signed statement from a responsible officer of the court as proof of jury or witness service and jury duty or witness service pay received.
- (b) Hours paid for jury and witness duty will be counted as hours worked for the purpose of computing vacation and holiday pay but will not be counted as hours worked for the purpose of computing any overtime.

- (c) The Company recognizes the responsibility of its employees to serve for jury duty when requested to do so. However, in unusual situations where leave for jury duty would create a serious hardship on the Company, permission to be excused may be requested by the Company.

SECTION 15 BEREAVEMENT LEAVE

1. Regular employees, other than probationary, shall be eligible for bereavement leave. Employees requesting bereavement leave will complete the necessary forms provided by the Company.
2. When death occurs to a member of an employee's immediate family, the employee will be granted an appropriate leave of absence and he shall be compensated at his regular straight time hourly rate for hours lost from his regular schedule for a maximum of three (3) days. Such leave may not be deferred without permission from the Company.
3. Members of the employee's immediate family are defined as the employee's spouse, mother, father, brothers, sisters, sons, daughters, mother-in-law, father-in-law, stepparents, grandparents and grandchildren, sons-in-law and daughters-in-law, common-law spouse and stepchildren. The company agrees that the children of an employee's common-law spouse who are dependent on the employee shall for the purpose of administering Section 15 Bereavement Leave, be included.
4. Compensable hours under the terms of this Section will be counted as hours worked for the purpose of computing vacation and holiday pay but will not be counted as hours worked for the purpose of computing overtime.

SECTION 16 MEAL HOUR

Any employee required to work more than two (2) hours beyond the end of his regular scheduled eight (8) hour shift, or who is required to report for work more than two (2) hours before the start of his regular scheduled eight (8) hour shift and who is expected to work more than ten (10) consecutive hours shall be granted a meal allowance. Effective October 9, 1992 meal allowance will increase to \$15.00 subject to the following exception: when an employee has been notified before the end of the previous shift he will not be entitled to a meal allowance.

SECTION 17 RULES

1. All employees are required to be on their job ready for work at the commencement of their regular schedule and are not to leave their work to wash up and dress before the end of their regular working period.

2. Employees must notify their supervisor, if reasonably possible, at least four (4) hours before commencement of their next regular shift in case of anticipated absence.
3. Any employee, absent from work, for reasons other than a scheduled vacation, shall notify his supervisor 24 hours in advance before returning to work.
4. All injuries must be reported to the First Aid Department.

SECTION 18 DISCIPLINARY ACTION

1. The Company shall have the right to discipline or discharge employees for just cause.
2. Employees will not be called before management or supervisory personnel for any disciplinary discussion or action, or for an investigation of any accident or incident which the employee may have been involved in or may be called upon to report on, without the Company first notifying the Union Plant Committee.
3. Any disciplinary letters or letters of reprimand placed on an employee's personnel file shall have a maximum life of two years.
4. A copy of any disciplinary letters or letters of reprimand placed on an employee's personnel file will be given to the employee involved and to a member of the Union Standing Committee.

SECTION 19 SAFETY

- (a) Safeguards must not be removed except by order of the supervisor, superintendent or manager, and in accordance with company safety procedures. If removed, they must be immediately replaced or reason for not replacing same reported to the manager, superintendent, supervisor or designate in charge of the department where the guard is located. Guards must always be replaced prior to operation of machinery.
- (b) Employees will not be expected to operate with unsafe equipment or under unsafe working conditions. An employee who has reasonable cause to believe that an unsafe condition exists may refuse to work under such conditions without being subject to discipline. Upon shutting down equipment for safety reasons, an employee will make a reasonable effort to contact someone from management (eg. If the employee is unable to get in touch with the supervisor he would then call the superintendent, etc.)
- (c) Employees must report immediately to the manager, superintendent, supervisor or person in charge, dangerous defects in machinery, and are forbidden to work thereon until the dangerous condition has been corrected.

- (d) The Local Union and the Company shall co-operate in selecting one or more safety committees which will meet at least once a month to consider all safety problems.
- (e) The Signatory Union undertakes to promote safety education among their members in an effort to overcome accidents.
- (f) All employees working upon moving machinery must not wear clothing that can be readily entangled therein.
- (g) All accidents must be reported at once by the injured employee to his supervisor, the manager or to the office, and the person to whom the report is made is to immediately make a written report. Injured employees must keep in close contact with the office and report on their condition.
- (h) A member of the plant committee, with provisions for an alternate, shall accompany the Workers' Compensation Board Inspector on plant inspections.

SECTION 20 LEAVE OF ABSENCE

1. Union and Public Office

The Company agrees that it is proper to grant leave to employees who have been elected or appointed to Federal, Provincial or Municipal office. However, it is not the intention of the Company to grant lifetime leaves of absence.

An employee appointed or elected to full time office in his Union, or to Federal, Provincial or Municipal office, shall be granted as much leave as is necessary during the term of office.

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

2. First Aid Certificate

A first aid attendant authorized by the Company to attend classes for obtaining, renewing or upgrading a first aid ticket will be compensated for lost regular straight time earnings.

3. Other Leave

Granting of leave is a matter between the employees and the plant management. The Company will consider length of service and will endeavor to arrange leave of absence to suit the employee's wishes. Employees with ten or more years of service will be given special consideration.

4. Maternity Leave

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

5. **Parental Leave**

At the time of birth or adoption of a child, the employee shall be granted an appropriate leave of absence in accordance with Section 51 of the Employment Standards Act.

**SECTION 21
JOB SECURITY**

1. (a) The Company and the Union recognize that technological change, while necessary to the industry, may have an impact on employees. It is the purpose of the following provisions to assist employees in adjusting to the effects of such change.
- (b) Technological change, which term shall include automation, mechanization, and process change, means the introduction of equipment or material of a different nature or kind than that previously utilized, or a change in the operation that is directly related to the introduction of that equipment or material.
2. A joint committee will be established at the plant which shall consist of two (2) persons representing management and two (2) persons representing the Union. It shall be the function of the committee to study the effect of mechanization, technological changes and automation on employment in the plant and to make such recommendations as are agreed upon to the plant manager, to ensure that the interests of the Company and of the employees are fairly and effectively protected.
3. The Company will advise the appropriate committee as soon as possible, and in any case not less than ninety (90) days before the introduction thereof, of mechanization, technological changes and/or automation which the Company has decided to introduce and which will result in terminations or other significant changes in the employment status of employees.
4. (a) In the event that it is necessary, crews will be reduced in accordance with Section 6, Seniority, of this Agreement.
- (b) An employee who is set back to a lower paid job because of mechanization, technological change or automation will receive the rate of his regular job at the time of the setback for a period of six (6) months, and for a further period of six (6) months he will be paid at an adjusted rate which will be midway between the rate of his regular job at the time of the setback and the rate of his regular job. At the end of this twelve (12) month period, the rate of his new job will apply.

However, such employee will have the option of terminating his employment and accepting severance pay as outlined in Sub-section 5(a) below, provided he exercises this option within the initial six (6) month period referred to above.

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

Two week's pay for each full year of employment during his last period of continuous service, for the first ten years of employment, and one weeks pay for each subsequent year. Severance is computed on the basis of forty (40) straight time hours at the employee's regular rate, the maximum severance allowance payable being forty five (45) weeks' pay.

At the time of separation the employee shall have the option of receiving his severance allowance on termination, or he may elect to have his severance allowance held in abeyance, for up to one (1) year from the date of termination. He may apply in writing at any time during the year, at which time his full severance will be paid forthwith.

- (b) Such employees for whom no employment is available will be given at least ninety (90) days notice of separation.

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

**SECTION 22
PERMANENT PLANT CLOSURE**

- (a) **Notice**

The Company will advise the Union Standing Committee not less than ninety (90) days prior to a permanent plant closure. An employee to be terminated as a result of a permanent plant closure shall be given a minimum of ninety (90) days notice of such termination.

- (b) **Severance Allowance**

Such employees shall be entitled to a severance allowance of two week's pay for each year of employment during his last period of continuous service for the first ten years of employment and one weeks pay for each subsequent year. Severance is computed on the basis of forty (40) straight time hours at the employee's regular rate; the maximum severance allowance payable being forty five (45) weeks' pay.

SECTION 23

PENSION

The Company will become a member of the B.C. Pulp and Paper Industry Pension Plan effective January 1, 1979 and agrees to abide by the terms, conditions, and rules of the plan and to make the necessary contributions as required by the Trustees of the Plan.

January 1, 2010 Employer 10% Employee 8%

SECTION 24 MEDICAL AND GROUP INSURANCE PLANS

The Company shall make available to employees a medical and group insurance plan package. The general conditions are outlined in Schedule C of this Agreement.

SECTION 25 INTERPRETATION

Further interpretation of this Agreement may be made by the mutual consent of the parties hereto.

SECTION 26 ADJUSTMENT OF COMPLAINTS

Standing Committees shall be maintained in each plant in the following manner:

- (a) The Local Manager shall appoint a Company Standing Committee of two individuals which shall represent the Company.
- (b) The Local Union of the Communications, Energy & Paperworkers Union of Canada shall select from its membership a Union Standing Committee of two which shall represent the Union for the purpose stated in this Agreement.

The Committee formed under (a) and (b) above will meet at the request of either the Company or the Union at a convenient time during normal day shift hours.

2. Should there be any dispute or complaint as to the interpretation of any of the clauses of this Agreement, or any grievances arising out of the operation of this Agreement, except in cases of discharge or suspension, the employee shall continue to work as per the conditions existing prior to the time that the dispute, complaint or grievance arose.
3. Such dispute, complaint or grievance shall first be taken up with the supervisor by the employee and the Shop Steward.

4. If no satisfactory settlement is made, the employee or the Shop Steward may refer the question to the Union Standing Committee. Within three days after written notification by either the Union or Company Standing Committee to the other of the existence and nature of any dispute, complaint, or grievance, the Company Standing Committee and the Union Standing Committee shall agree on a mutually satisfactory date for a meeting thereon, but in no case longer than five days after such notice is given. Subjects not listed on the written notice shall nevertheless be dealt with. Grievances, other than those involving individual employees, may be initiated at this step by either party.
5. If the two standing Committees are unable to arrive at a satisfactory settlement within five days, the question may be taken up directly with the Local Manager by the Local Union.
6. If the Local Manager and the Union are unable to come to a satisfactory settlement within five days, the question may, upon the written request of either the Local Manager or the Union, (a copy of which request shall be delivered to the other party), be referred to the President of the National Union, or his representative, and an official of the Company, neither of whom has previously judged the case in accordance with this Section.
7. If these two are unable to agree upon a satisfactory settlement, the matter may, within thirty (30) days, be referred to an arbitrator.

8. **Arbitration**

The Company and the Union will endeavor to agree upon the selection of an Arbitrator. In the event the Company and the Union are unable to agree upon the selection of the Arbitrator, they will apply, within thirty (30) days from date of notification of intent to proceed to Arbitration as indicated in Paragraph 7, to have the Arbitrator appointed under the Arbitration provisions of the Labour Code of B.C.

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

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

In the case of discharge, suspension, or demotion which the Arbitrator has determined to have been unjust, the Arbitrator may order the reinstatement of the employee and may award him back pay.

In the case of back pay, should there be any doubt in the opinion of the Arbitrator, the Arbitrator may order all or part back pay as he deems fit.

- 9. In all matter of procedures not covered by the provision of this Section the provisions of the British Columbia Arbitration Act (R.S.B.C. 1960 Chapter 14) and amendments thereto shall apply.
- 10. It is understood that in all discussions concerning grievances, the Local Union Business Agent and/or National Representative may accompany the Union Standing Committee in their meetings and the Business Agent and/or National Representative may call upon members of the Union Standing Committee or any other employees to accompany them in their meetings with Company officials.

**SECTION 27
HARASSMENT**

The Company agrees to maintain a harassment free work environment.

**SECTION 28
PROVISION OR SECTIONS FOUND TO BE
IN CONTRAVENTION OF LAWS**

If any provision or section of this Agreement is in contravention of the laws or regulations of Canada, or of the Province in which the Plant covered by this Agreement is located, such provision shall be superseded by the appropriate provision of such law or regulation so long as the same is in force and effect, but all other provisions of this Agreement shall continue in full force and effect.

**SECTION 29
SCHEDULE OF WAGES**

Provide across the board, general wage increases (except for General Labour – New) on the following basis:

- i) 2.0% effective April 1, 2011
- ii) 2.0% effective April 1, 2012
- iii) 2.0% effective April 1, 2013

JOB CLASSIFICATION	April 1/10	April 1/11	April 1/12	April 1/13
General Labour	\$24.79	\$25.29	\$25.79	\$26.31
General Labour – New	April 1/10			
O- 3 mths experience	\$18.00			
3 -6 mths experience	\$19.66			

6-9 mths experience	\$21.33
9-12 mths experience	\$23.00

Employees hired as General Labour after the date of the signing of this Agreement shall be classified as General Labour-New until they have 1 year of experience and shall be paid as outlined above for any work they perform with the exception of Operator in which case they shall be paid the lowest rate for Operator for all work they perform as Operator.

Once an employee has 1 year's experience he will be classified as a Helper and will be credited with all time worked as a Helper in the classification in which he is classified as a Helper.

Note 1: Any employee hired before the date of the signing of this Agreement who is assigned to perform General Labour work will be paid at the rate for General Labour.

Note 2: The Company may recognize prior relevant experience when hiring with the agreement of the Union.

JOB CLASSIFICATION

Operators:

Extruders & Presses

	April 1/10	April 1/11	April 1/12	April 1/13
0 - 6 months' experience	\$25.73	\$26.24	\$26.77	\$27.30
6 - 12 months' experience	\$26.07	\$26.59	\$27.12	\$27.67
12 - 18 months' experience	\$26.46	\$26.99	\$27.53	\$28.08
18 - 24 months' experience	\$26.83	\$27.37	\$27.91	\$28.47
After 24 months' exper.	\$28.13	\$28.69	\$29.27	\$29.85

Qualified helper shall accumulate credit towards the operators' job and rate up to a maximum of one year. At the end of the one year period his rate shall be adjusted to the 0-6 months' operator rate, and when assigned as an operator he shall commence his training at the 6-12 month operator level.

JOB CLASSIFICATION

Helpers

Extruders & Presses

	April 1/10	April 1/11	April 1/06	April 1/07
0 - 6 months' experience	\$24.86	\$25.36	\$25.86	\$26.38
6 - 12 months' experience	\$24.96	\$25.46	\$25.97	\$26.49
Over 12 months' exper.	\$25.09	\$25.59	\$26.10	\$26.63

Slitter Operators

(Manchester, Beloit and Cameron)

0-3 months' experience	\$24.97	\$25.47	\$25.98	\$26.50
After 3 months' exper.	\$26.04	\$26.56	\$27.09	\$27.63

Beloit VCI Coater Operator

0 - 3months' experience	\$24.96	\$25.50	\$25.97	\$26.49
3 - 6 months' experience	\$25.82	\$26.34	\$26.86	\$27.40
After 6 months' exper.	\$26.67	\$27.20	\$27.75	\$28.30

C Folder Operator

0 - 3months' experience	\$24.96	\$25.46	\$25.97	\$26.49
3 - 6 months' experience	\$25.82	\$26.34	\$26.86	\$27.40
After 6 months' exper.	\$26.67	\$27.20	\$27.75	\$28.30

Helper - VCI/Slitter \$24.96 \$25.46 \$25.97 \$26.49

Rotary Die Operator \$26.36 \$26.89 \$27.42 \$27.97

Clamp Truck Operator \$26.73 \$27.26 \$27.81 \$28.37

Shipper \$28.13 \$28.69 \$29.27 \$29.85

Fork Lift Operator* \$26.05 \$26.57 \$27.10 \$27.64

Scrap Handler \$26.67 \$27.20 \$27.75 \$28.30

The fork lift operator rate will be paid after two or more hours during a shift. This rate is payable to material handler, and not to others for incidental use.

Maintenance

Class A \$30.89 \$31.51 \$32.14 \$32.78

Class B \$26.99 \$27.53 \$28.08 \$28.64

Electrician \$30.89 \$31.51 \$32.14 \$32.78

Millmaster \$26.36 \$26.89 \$27.42 \$27.97

NOTE:

(a) Lead Hand

Should an employee be detailed to act as a lead hand in a department he shall receive \$.40 cents per hour above the top department rate.

(b) First Aid Attendants

Holding certificate recognized by Worker's Compensation Board, fifty five (55) cents per hour over and above regular wage while Level Two (2) Certificate required.

Holding certificate recognized by Worker's Compensation Board, eighty five (85) cents per hour over and above regular wage while Level Three (3) Certificate required.

If a designated first aid employee so chooses, they will be permitted to take the Level Three (3) Certificate, at the Company's cost, no matter what the designation of the plant. The employee would then be paid the Level Three (3) premium. It is further agreed that if an employee takes a Level Three (3) Certificate, and this level certificate is not required, the employee must pay the up front costs for the course which will be reimbursed by the Company upon the employees' successful completion of the course. The employees wages will be paid by the Company.

If an employee is taking the Certificate Level that is required, then the Company will pay the up front costs for the course. The employee's wages will be paid by the Company.

(c) Helpers (Extruders, Presses)

Qualified helper shall accumulate credit towards the operators' job and rate up to a maximum of one year.

At the end of the one-year period his rate shall be adjusted to the 0-6 months' operator rate, and when assigned as an operator he shall commence his training at the 6-12 month operator level.

(d) Shift Differentials

Employees on the regular scheduled graveyard shift shall receive per hour, a shift differential of sixty-five (65) cents based on eight (8) hours. Such differential shall be paid in addition to an employee's regular rate of compensation, but it is not to be added for the purpose of calculating overtime or other pay calculations.

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

GENERAL

Effective October 9, 1992 the Company will grant a 75% rebate on the purchase of Safety Footwear (maximum of one pair per year) on receipt of proof of purchase to full time permanent employees.

The Company will compensate employees for the purchase of coveralls to a maximum of \$100.00 per calendar year, based upon proof of need and upon presentation of receipts.

**SECTION 24 AND SCHEDULE C
MEDICAL AND GROUP INSURANCE PLANS**

- (a) **Group Term Life and A.D. & D Insurance Coverage**
 Group Term Life A.D. & D
- (b) Revise coverage for Accidental Death or Dismemberment Insurance to provide coverage for quadriplegia, paraplegia and hemiplegia at 200%.
- (c) The Company shall pay the costs of Medical Certificates required by the Weekly Indemnity Carrier and the LTD Carrier.
- (d) All Benefit Plans to provide for "same sex coverage".
- (e) Weekly indemnity benefits will be 66 & 2/3% of basic weekly straight time earnings of the employees regular job. Income tax shall be deducted from weekly indemnity payments at the rate of 20%.

NOTE:

- (a) Life insurance at retirement (normal or early) will reduce to a lump sum amount of \$3,500 at no premium cost to pensioner.
- (b) The hourly rates are defined as straight time rate of the employee's regular job exclusive of all premiums and fringes.
- (c) Maternity benefit will not be provided under Non-Occupational Weekly Sickness and Accident.
- (d) An out of province travel plan will be provided as follows:

When in the opinion of the attending physician and attending specialist a medical procedure is required that is not available in B.C., and is one for which the Medical Services Plan of B.C. will accept financial responsibility, the cost of travel and accommodation to the limits specified below will be paid for by the plan. Where the attending physician specified that an attendant is required the travel and accommodation expenses for such person will be paid to the limit specified. The maximum limit under any one claim will be return economy airfare or equivalent for patient and attendant, plus accommodation expenses up to a maximum of \$1500. Receipts will be required and forwarded on the claim form prescribed by the carrier.

1. **Waiting Period**

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

2. **Disputed Workers' Compensation Board Claims**

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

3. **Negotiated changes in Benefits**

In the case of an employee who is on active claim arising from a disability which occurred before a negotiated change in benefits and which continues thereafter, the said employee shall, as from the effective date of the negotiated change, be paid the changed weekly indemnity benefit, be covered for the changed Group Term Life Insurance and Accidental Death and Dismemberment Insurance, and make the changed contributions.

4. **Group Term Life Insurance**

The Welfare Plan will include group term life insurance whose benefits will be payable as a result of death, from any case on a twenty-four (24) hour coverage basis.

5. **Accidental Death or Dismemberment Insurance**

In addition to the above group term life insurance coverage the Welfare Plan will include accidental death insurance whose benefits will be payable on a twenty-four (24) hour coverage basis.

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

6. **Non-Occupational Accidental and Sickness Insurance**

The Welfare Plan will include non-occupational accident and sickness insurance in accordance with previous Subsection (e). Weekly indemnity benefits will be payable beginning with the first day of disability caused by non-occupational accident and beginning with the fourth day of disability caused by non-occupational sickness, except that in those cases of non-occupational sickness which results in the claimant being hospitalized, and/or in those cases where surgery is performed which necessitates loss of time from work, the said weekly indemnity benefits will be payable beginning with the first day of sickness. Benefits will be payable for a maximum of fifty-two (52) weeks during any one period of disability.

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

Weekly Indemnity Subrogation Agreement

Weekly Indemnity benefits which begin prior to age 65 will continue until the employee has received at least fifteen (15) weeks of benefits, or until the employee is no longer disabled or retires, whichever comes first. Where the employee recovers an amount from a liable third party for loss of income as a result of the same accident or illness, they must reimburse the Plan once they receive 100% of their loss. One hundred percent (100%) of their loss includes gross wages lost.

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

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

7. Medical Surgical Coverage and standard Extended Health Benefits Plan

The present B.C. Medical Insurance Plan and M.S.A. Extended Health Benefits shall remain in effect.

The co-insurance rate for hospitalization is to be incorporated into the Extended Health Benefit Coverage to a maximum of \$8.50 per day.

Effective April 1, 1994 the maximum amount of benefits payable for any one member or dependent will be increased to \$100,000.

Foot orthotics to \$250 per person per calendar year. Orthopedic shoes provision to remain as per current Collective Agreement.

Hearing Aid coverage increased to the maximum benefit payable during a three year calendar year period is \$600 per child. Batteries, recharging devices, and other such accessories are not covered.

Physiotherapist and Massage Practitioner maximum to \$300 per person per year.

Clinical Psychologist maximum to \$350 per person per year.

Acupuncture treatment maximum to \$150 per person per year.

Vision Care for Employees and Dependents:

April 1, 2007 - increased to \$400

per person in any 24 consecutive month period for charges incurred relative to the purchase of lenses and frames or contact lenses, when prescribed by a person legally qualified to make such

prescriptions; provided however that if the eyeglasses are for an employee for use while working in a plant, they must be safety lenses and frames.

8. **Dental Care Plan**

(i) **Diagnostic Services**

All necessary procedures to assist the dentist in evaluating the existing conditions to determine the required dental treatment including: oral examinations, consultations, X-Rays (complete mouth X-Ray will be covered only once in a three year period).

(ii) **Preventative Services**

All necessary procedures to prevent the occurrence of oral disease, including: cleaning and scaling, topical application of fluoride, space maintainers.

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

(iv) **Restorative Services**

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

(v) **Prosthetic Repairs**

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

(vi) **Endodontics**

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

(vii) **Periodontics**

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

(viii) **Prosthetic Appliances and Crown and Bridge Procedures**

(a) Crowns and bridges.

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

(ix) **Orthodontics**

The service of a certified orthodontist registered as such by the College of Dental Surgeons of British Columbia only after the patient has been covered continuously for twelve (12) months. Appliances lost, broken or stolen will not be replaced.

These services are available for dependent children up to their 19th birthday only.

Increase Orthodontic Coverage from \$3,000 to \$3,500 – effective April 1, 2007

Co-Insurance

Benefits (i) to (vii) reimbursement to 90% . April 1, 2007

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

9. Long Term Disability

Eligibility:

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

Level of Benefits

- (a) For employees who qualify for commencement of long term disability benefits prior to June 1, 1982 - 50% of regular weekly earnings calculated at 40 times the disabled employee's hourly straight time job rate at date of onset of disability. (Note: not to include negotiated increases or retroactive adjustments).
- (b) For employees who qualify for commencement of long term disability benefits after June 1, 1982 - 50% of regular weekly earnings calculated at 40 times the disabled employee's hourly straight time job rate at date of onset of disability plus any negotiated increases to that hourly straight time rate which would take place during the elimination period.
- (c) Effective April 1, 1995 an employee who is under 60 years of age and has previously, reached their 10 year anniversary on long term disability, will have their future disability benefit recalculated using the greater of their existing long term disability benefit or a recalculation using the base rate effective on April 1, 1995.

An employee who reaches their 10 year anniversary on long term disability on April 1, 1995 or later, and is under 60 years of age at that time, will have their future disability benefit recalculation using the base rate effective on the date of that 10th anniversary.

- (d) The recalculated weekly benefit when combined with all other disability income to which the disabled employee is receiving will not exceed 70% of 40 hours multiplied by the base rate in effect at the time of recalculation.

Elimination Period

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

Maximum Duration of L.T.D. Benefit Payments

For employees actively at work at date of ratification.

There will be a minimum of sixty (60) months of benefit payment for persons with sixty (60) or less months of service. Additional benefits will be paid on the basis of one (1) month for each two (2) months of continuous service beyond the sixty (60) months of service with the Company up to the date of onset of disability. In any event, benefit payments will not be paid beyond age sixty-five (65) and in all cases will cease on recovery.

Definition of Total Disability

- (a) The disabled employee's inability to perform the duties of his own occupation for the first eighteen (18) months of L.T.D. payments and thereafter his inability to perform the duties of any occupation for which he is qualified by education, training or experience.
- (b) During a period of disability the disabled employee must be under the regular care and attention of a medical doctor, or in cases of disability arising from a mental or nervous condition, a psychiatrist.

Integration with Other Disability Income

- (a) The benefit from this plan, combined with all other disability income to which the disabled employee is entitled, will not exceed seventy percent (70%) of the disabled employee's basic wage at date of disability.

All other disability income will include:

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

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

Rehabilitative Employment

- (a) During a period of total disability under this plan, a disabled employee may engage in rehabilitative employment in which case the benefit from this plan will be reduced by fifty percent (50%) of the employee's rehabilitative employment income that exceeds \$50 per month.

The benefit from this plan will be further reduced by the amount that remuneration from rehabilitative employment plus the benefit from L.T.D. plan exceeds seventy-five percent (75%) of the employee's basic wage at date of disability.

- (b) Rehabilitative employment shall mean any occupation or employment for wage or profit or any course of training that entitles the disabled employee to an allowance, provided such rehabilitative employment has the approval of the employee, and his doctor in consultation with the carrier.
- (c) Rehabilitative employment will be deemed to continue until such time as the employee's earnings from rehabilitative employment exceed seventy-five percent (75%) of his straight time earnings at date of disability but in no event for more than twenty-four (24) months from the date rehabilitative employment commences.

Exclusions

Disabilities resulting from the following are not covered:

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

Pre-Existing Conditions

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

Successive Disabilities

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

Terminations

Coverage will cease:

- (a) On termination of employment.
- (b) On a date fifty-two (52) weeks prior to an employee's sixty-fifth (65) birth date.
- (c) On the date leave of absence commences, except as provided for in the Collective Agreement.
- (d) On the date an employee is laid off. In the event an employee becomes totally disabled while covered by this plan under this provision, the elimination period will commence on the date such an employee is scheduled to return to active full time employment.

Contributions

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

General Conditions

- (a) When an employee becomes totally disabled under this plan he or she will be paid any outstanding entitlement with respect to vacations, supplementary vacations, statutory holidays, and any portion of banked overtime.

Upon commencement of L.T.D. benefits, all terms and conditions of the Collective Agreement will become inoperative except where provided for in Section 9 ii), iii) and iv) of this Plan Summary.

- (b) The following will also pertain:
 - i) Negotiated wage increases or subsequent increases in plan benefits will not affect employees on L.T.D. benefits.
 - ii) Employees in receipt of L.T.D. benefits from this plan will continue to accrue credit under the Pulp and Paper Industry Pension Plan provided such employees are not in receipt of a disability pension under the terms of the Pulp and Paper Industry Pension Plan.

- iii) Employees in receipt of disability payments from this plan will continue to be covered under his employer's medical, extended health and dental plans. Coverage under the employer's group life and A.D.& D. plans will also continue in accordance with the conditions of those plans.
- (iv) An employee returning to work from an L.T.D. claim will return to a job that his seniority, qualifications and ability to perform the work properly entitle him to.
- (v) Active claims will be defined as that period during which an employee is in receipt of weekly indemnity payments only.

10. **Cost Sharing**

Net costs of the coverage and benefits made available to participating employees under the welfare plan will be shared between the Company and the said employees in accordance with the following:

GROUP TERM LIFE INSURANCE, ACCIDENTAL DEATH OR DISMEMBERMENT INSURANCE, MEDICAL SURGICAL COVERAGE, EXTENDED HEALTH BENEFITS AND DENTAL CARE PLAN.

Company	100%
Employee	Nil

Non-Occupational Accident and Sickness Insurance and Long Term Disability.

Company	70%
Employee	30%

Any reduction on E.I premiums as a result of E.I registration of Non- occupational Accident and Sickness Insurance will be for the Company Account.

Any change in a premium rate charged by any of the insuring carriers affecting the employer-employee sharing costs will be made effective from the first of the month such change becomes effective. However, changes will only occur once per year for any individual benefit.

11. **Disputes**

Any dispute arising out of the operation, administration or interpretation of any coverage contract between the Company, any carrier, or employee shall be subject to the "Adjustment of Complaints" procedure Section 26 of this Agreement. Any such dispute must be settled directly under the terms of the Collective Agreement.

12. **Coverage**

The referred to plans in this Schedule "C" are compulsory for all employees.

In witness where, we the undersigned, as accredited representatives of tehe respective parties of the Agreement hereunto set our signatures this ● day of ●, 2010.

ECP LP

COMMUNICATIONS, ENERGY &
PAPERWORKERS UNION OF
CANADA, LOCAL 433

BIRGIT STEFANI
OPERATIONS MANAGER

BRENT REID
BUSINESS AGENT

GARY BAGNELL
PRODUCTION &
MAINTENANCE
SUPERVISOR

JASON ODEGARD
PLANT COMMITTEE

ROY NICHOL
PLANT COMMITTEE

VINCE LUKACS
NATIONAL REPRESENTATIVE

POLICY STATEMENTS

(To Appear as an Attachment to the Agreement)

Overtime Work

An overtime roster will be provided for each department whereby a record of each employee's overtime hours will be kept. Where Overtime is required the Company will rotate overtime from the most senior to the most junior employee and where possible endeavoring to equalize overtime. If the senior employee is asked to work overtime and does not wish to work, the next senior employee will be asked. However, the hours will be credited in the roster as hours worked. For those who were asked to work and did not work.

(from 1.974 Wage Conference April 4, 1974)

2. Call back to Work

When calling employees back to work, Management will notify them as soon as possible. However, for the employee's convenience he will be called between the hours of 3:00 P.M. and 6:00 P.M. if not contacted earlier.

(from 1969-71 Wage Conference)

3. Shift Rotation

Where a job is scheduled on multiple shifts all trained employees shall participate in rotation. It is the responsibility of the Company to ensure that all employees are trained within sixty (60) days of hiring.

(Memo of Agreement 1974-1976)

4. Tool Supply

The Company agrees to supply machine operators with necessary tools. Operators will be required to sign for tools.

LETTER OF UNDERSTANDING #1

BETWEEN: COMMUNICATIONS, ENERGY AND PAPERWORKS
UNION OF CANADA, LOCAL 433
Hereinafter referred to as "the Union"

AND: ECP LP
Hereinafter referred to as "the Company"

SUBJECT: ACCUMULATED TIME OFF

It is understood and agreed that employees shall be permitted to accumulate time off with pay to a maximum of forty (40) hours per contract year.

An employee who elects to participate in the plan shall sign a form authorizing his participation in the plan.

Accumulated Time Off shall be calculated on the following basis:

- a) One-half hour for each overtime hour paid at the rate of time and one-half.
- b) One-hour for each overtime hour paid at the rate of double time.

The granting of compensating time off shall be subject to the staffing requirements as determined by the Company. Allocation of regular vacation shall receive priority.

Upon completion of the first day off sick, after the waiting period for weekly indemnity benefits, (eg. for employees on the eight hour schedule this refers to the fourth day) employees will be given the option of using accumulated time off in lieu of taking unpaid sick days. Employees may use their accumulated time off to make up for all or part of their waiting period, except that any accumulated time off must be taken in full day amounts. Employees cannot use accumulated time off to be paid for their regular days off.

Note: Employees must submit WI documentation before they are eligible to claim their ATO for sick time.

Dated this ● day of ●, 2010.

FOR THE COMPANY:

FOR THE UNION

LETTER OF UNDERSTANDING #2

BETWEEN: COMMUNICATIONS, ENERGY AND PAPERWORKS
UNION OF CANADA, LOCAL 433
Hereinafter referred to as "the Union"

AND: ECP LP
Hereinafter referred to as "the Company"

SUBJECT: PRESSMAN CERTIFICATION

The Company and Union agree to jointly investigate the possibility of "Pressman Certification". This investigation will take place through the respective Plant Committees. It is expected this investigation will be finalized within eighteen (18) months from the date of ratification of the Collective Agreement.

It is further agreed that any "Certification of Pressman" document or program must be mutually agreed before it is implemented.

It is finally agreed that should any document or program be agreed to, any employee who was employed before the document or program was agreed to will be grandfathered out of any requirement to be certified, unless the employee specifically waives this provision.

Dated this ● day of ●, 2010.

FOR THE COMPANY:

FOR THE UNION

LETTER OF UNDERSTANDING #3

BETWEEN: COMMUNICATIONS, ENERGY AND PAPERWORKS
UNION OF CANADA, LOCAL 433
Hereinafter referred to as "the Union"

AND: ECP LP
Hereinafter referred to as 'the Company'

SUBJECT: MEDICAL AND GROUP INSURANCE PLANS

The existing Medical and Group Insurance Plans will be continued subject to the following:

The Company agrees, during the year 2010, to make available to the Members of the Bargaining Unit a new Medical and Group Insurance Plan which the Company will also make available to the other employees of the Company in Canada.

The Members of the Bargaining Unit will then be given the right to vote, as a group, to retain the existing Medical and Group Insurance Plan or to be covered by the new Company Medical and Group Insurance Plan.

Regardless of which option the Members of the Bargaining Unit choose the Company will ensure that present maximum benefit limit of \$100,000 will either be eliminated or increased to at least another \$100,000, this to be effective so as to ensure no employee is adversely affected by the current lifetime maximum.

Dated this ● day of ●, 2010.

FOR THE COMPANY:

FOR THE UNION

