# **MEMORANDUM OF AGREEMENT**

BETWEEN:

# PUBLIC AND PRIVATE WORKERS OF CANADA, LOCAL 9 UNIFOR, LOCALS 603 & 1133

("Union")

AND:

# CANFOR PULP LTD.

("Company")

The Company and the Union, hereby, agree to the following changes to the Labour Agreement between them expiring April 30, 2025.

Both parties recommend these terms of settlement to their respective principles.

#### 1. Term

4 Years; May 1, 2021 to April 30, 2025

# 2. Article VII - Wages

Provide a lump sum payment of \$5,000 for Year 1.

Provide a general wage increase as follows:

- i. 2.5% effective May 1, 2022,
- ii. 2.5% effective May 1, 2023,
- iii. 3% effective May 1, 2024.

# 3. Updates to Extended Health Benefits (Sun Life & Pacific Blue Cross) (Unifor Locals 603 & 1133, and PPWC Local 9)

- i. Increase paramedical maximum to \$750 per person in a benefit year.
- ii. Increase clinical psychologist maximum to \$1,000 per person in a benefit year.
- iii. Add birth control coverage to be covered by extended health benefits.
- iv. Increase deductible to \$70 each benefit year per person or family.

# 4. Exhibit C – Welfare Plan (Unifor Locals 603 & 1133)

Appendix "1" Dental Care Plan, A. Benefits, (ix) Orthodontics

# Replace:

The maximum lifetime benefit is \$4000.00 per person for all services provided by an Orthodontist.

## With:

The maximum lifetime benefit is \$5,000.00 per person for all services provided by an Orthodontist.

# 5. Exhibit B – Welfare Plan (PPWC Local 9)

Appendix "2", Conditions for Implementing the Plan, Section (2)

# Replace:

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

## With:

When an employee becomes totally disabled under this plan, they shall have the option of taking all outstanding earned time off with pay, such as vacations, supplementary vacations, statutory holidays, special (personal) floating holidays, and any half-time portion of banked overtime.

# Exhibit B – Welfare Plan (PPWC Local 9) Exhibit C – Welfare Plan (Unifor Locals 603 & 1133)

## **Unifor Local 603**

2. Coverages and Benefits (iii) Non-occupational Accident and Sickness Insurance

### Replace:

The Welfare Plan will include Non-Occupational Accident and Sickness Insurance that will provide a benefit of sixty two percent (62%) of the employee's regular job rate to the maximums in the following table:

Maximum Weekly Inc	demnity Benefits Payable
Effective Date Benefit Maximum	
Date of ratification 2017	\$1000.00 per week
May 1, 2018	\$1020.00 per week
May 1, 2019	\$1050.00 per week
May 1, 2020	\$1080.00 per week

#### With:

Weekly Indemnity benefits will be calculated at 62% of job rate with a cap at \$1,270 effective the date of ratification, 2021. The cap will then be indexed to the yearly wage increase.

Maximum Weekly Inc	demnity Benefits Payable	
Effective Date	tive Date Benefit Maximum	
Date of ratification 2021	\$1,270.00 per week	
May 1, 2022	\$1,305.00 per week	
May 1, 2023	\$1,335.00 per week	
May 1, 2024	\$1,375.00 per week	

#### Unifor Local 1133

2. Coverages and Benefits (c) Non-occupational Accident and Sickness Insurance

## Replace:

The Welfare Plan will include Non-Occupational Accident and Sickness Insurance that will provide a benefit of sixty two percent (62%) of the employee's regular job rate to the maximums in the following table:

Maximum Weekly Inc	demnity Benefits Payable
Effective Date Benefit Maximum	
Date of ratification 2017	\$1000.00 per week
May 1, 2018	\$1020.00 per week
May 1, 2019	\$1050.00 per week
May 1, 2020	\$1080.00 per week

## With:

Weekly Indemnity benefits will be calculated at 62% of job rate with a cap at \$1,270 effective the date of ratification, 2021. The cap will then be indexed to the yearly wage increase.

Maximum Weekly Inc	demnity Benefits Payable
Effective Date Benefit Maximum	
Date of ratification 2021	\$1,270.00 per week
May 1, 2022	\$1,305.00 per week
May 1, 2023	\$1,335.00 per week
May 1, 2024	\$1,375.00 per week

### PPWC Local 9

2. Coverage and Benefits (e) Table of Hourly Job Rate Brackets and Corresponding Coverages

# Replace:

Weekly Indemnity benefits will be calculated at 62% of job rate with a cap at \$1,000 effective the date of ratification, 2017. The cap will then be indexed to the yearly wage increase.

Date of Ratification, 2017	\$1,000
May 1, 2018	\$1,020
May 1, 2019	\$1,050
May 1, 2020	\$1,080

### With:

Weekly Indemnity benefits will be calculated at 62% of job rate with a cap at \$1,270 effective the date of ratification, 2021. The cap will then be indexed to the yearly wage increase.

Maximum Weekly Inc	demnity Benefits Payable
Effective Date Benefit Maximum	
Date of ratification 2021	\$1,270.00 per week
May 1, 2022	\$1,305.00 per week
May 1, 2023	\$1,335.00 per week
May 1, 2024	\$1,375.00 per week

# Exhibit B – Welfare Plan (PPWC Local 9) Exhibit C – Welfare Plan (Unifor Locals 603 & 1133)

### **Unifor Local 603**

2. Coverages and Benefits (vii) Table of Hourly Job Rate Brackets and Corresponding Coverages

# Replace:

Maximum Insurance Benefits Payable		
Effective Date	Group Term Life	AD&D
May 1, 2017	\$108,200	\$108,200
May 1, 2018	\$110,370	\$110,370
May 1, 2019	\$112,580	\$112,580
May 1, 2020	\$114,840	\$114,840

## With:

Maximum Insurance Benefits Payable		
Effective Date	Group Term Life	AD&D
Date of ratification 2021	\$114,840	\$114,840
May 1, 2022	\$117,720	\$117,720
May 1, 2023	\$120,660	\$120,660
May 1, 2024	\$124,280	\$124,280

Group Term Life and AD&D Insurance benefits will be indexed to the yearly wage increase.

# Unifor Local 1133

2. Coverages and Benefits (b) Accidental Death or Dismemberment Insurance

# Delete:

Maximum Insurance Benefits Payable		
<b>Effective Date</b>	<b>Group Term Life</b>	AD&D
Date of Ratification	\$108,200	\$108,200
May 1, 2018	\$110,370	\$110,370
May 1, 2019	\$112,580	\$112,580
May 1, 2020	\$114,840	\$114,840

2. Coverages and Benefits (g) Table of Hourly Job Rate Brackets and Corresponding Coverages

# Replace:

Maximum Insurance Benefits Payable		
Effective Date	Group Term Life	AD&D
May 1, 2017	\$108,200	\$108,200
May 1, 2018	\$110,370	\$110,370
May 1, 2019	\$112,580	\$112,580
May 1, 2020	\$114,840	\$114,840

### With:

Maximum Insurance Benefits Payable		
Effective Date	Group Term Life	AD&D
Date of ratification 2021	\$114,840	\$114,840
May 1, 2022	\$117,720	\$117,720
May 1, 2023	\$120,660	\$120,660
May 1, 2024	\$124,280	\$124,280

Group Term Life and AD&D Insurance benefits will be indexed to the yearly wage increase.

## PPWC Local 9

2. Coverage and Benefits (e) Table of Hourly Job Rate Brackets and Corresponding Coverages

# Replace:

	Group Term Life	A.D.&D.
Effective date of ratification, 2017	\$ 108,200	\$ 108,200
Effective May 1, 2018	\$ 110,370	\$ 110,370
Effective May 1, 2019	\$ 112,580	\$ 112,580
Effective May 1, 2020	\$ 114,840	\$ 114,840

#### With:

Maximum Insurance Benefits Payable		
Effective Date	Group Term Life	AD&D
Date of ratification 2021	\$114,840	\$114,840
May 1, 2022	\$117,720	\$117,720
May 1, 2023	\$120,660	\$120,660
May 1, 2024	\$124,280	\$124,280

Group Term Life and AD&D Insurance benefits will be indexed to the yearly wage increase.

# 8. Article VI – Hours of Work (Unifor Locals 603 & 1133, and PPWC Local 9)

(3) Banking of Overtime

# Replace:

(i) Tour Workers who work in excess of eight (8) consecutive hours shall have the option of receiving the overtime premium on the basis of this Section or of receiving straight time for

hours in excess of eight (8) consecutive hours and taking equivalent time off in units of not less than four (4) hours at the hourly rate for the job when the work was performed, at a time suitable to the employee and the Company during the contract year. Any overtime remaining at the end of the contract year in which it is banked may be carried over to the next contract year for purposes of taking equivalent time off. If equivalent time off is not taken by the end of the contract year following the contract year in which it is earned, the Company shall pay the deferred one-half (1/2) premium pay. Tour Workers who choose to bank overtime may later re-elect to receive the deferred one-half (1/2) premium pay. (ii) Day Workers who work in excess of ten (10) hours in a day shall have the option of receiving the overtime premium on the basis of this Section or of receiving straight time for hours in excess of ten (10) hours in a day and taking equivalent time off in units of not less than four (4) hours at the hourly rate for the job when the work was performed, at a time suitable to the employee and the Company during the contract year. Any overtime remaining at the end of the contract year in which it is banked may be carried over to the next contract year for purposes of taking equivalent time off. If equivalent time off is not taken by the end of the contract year following the contract year in which it is earned, the Company shall pay the deferred one-half (1/2) premium pay. Day Workers who choose to bank overtime may later re-elect to receive the deferred one-half (1/2) premium pay.

#### With:

- (i) Tour Workers who work in excess of eight (8) consecutive hours shall have the following options of:
  - (a) Receiving a double time premium for hours worked in excess of eight (8) hours that will be paid out in the pay period in which the work was performed. If being paid at double time is not requested by the employee during the shift being worked, the time will automatically be banked at straight time.
  - (b) Receiving straight time for hours in excess of eight (8) consecutive hours and taking equivalent time off in units of not less than four (4) hours at the hourly rate for the job when the work was performed, at a time suitable to the employee and the Company during the contract year.

Any overtime remaining at the end of the contract year in which it is banked may be carried over to the next contract year for purposes of taking equivalent time off. If equivalent time off is not taken by the end of the contract year following the contract year in which it is earned, the Company shall pay the deferred one-half (1/2) premium pay. Tour Workers who choose to bank overtime may later re-elect to receive the deferred one-half (1/2) premium pay.

- (ii) Day Workers who work in excess of ten (10) hours in a day shall have the following options of:
  - (a) Receiving a double time premium for hours worked in excess of ten (10) hours that will be paid out in the pay period in which the work was performed. If being paid at double time is not requested by the employee during the shift being worked, the time will automatically be banked at straight time.
  - (b) Receiving straight time for hours in excess of ten (10) hours and taking equivalent time off in units of not less than four (4) hours at the hourly rate for the job when the work was performed, at a time suitable to the employee and the Company during the contract year.

Any overtime remaining at the end of the contract year in which it is banked may be carried over to the next contract year for purposes of taking equivalent time off. If equivalent time off is not taken by the end of the contract year following the contract year in which it is earned, the Company shall pay the deferred one-half (1/2) premium pay. Day Workers who choose to bank overtime may later re-elect to receive the deferred one-half (1/2) premium pay.

# 9. Article XV - Vacations (Unifor Locals 603 & 1133, and PPWC Local 9)

## Add:

Section 4: General Rules

(h) Time not exceeding one (1) year, lost as the result of a non-occupational accident, illness, approved maternity leave, or approved parental leave, shall be considered as time worked for the purpose of qualifying for vacation provided that at the time of the accident or illness or commencement of maternity leave or commencement of parental leave, the employee has been on the payroll for not less than one (1) year and returns to employment. It is understood that the employer may require that the employee provide a certificate from a qualified medical practitioner. Time exceeding one (1) year shall be recognized as uninterrupted service for the purpose of establishing vacation time off, upon return to work.

# 10. Article XIII – Bereavement Leave (Unifor Locals 603 & 1133) Article XVIII – Bereavement Leave (PPWC Local 9)

Unifor Locals 603 & 1133

Section 1: Compensation

# Replace:

When death occurs to a member of a regular full-time employee's immediate family, the employee will be granted an appropriate leave of absence and he shall be compensated at his regular straight time hourly rate for hours lost from his regular schedule for a maximum of three (3) days.

#### With:

When death occurs to a member of a regular full-time employee's immediate family, the employee will be granted an appropriate leave of absence and **the employee** shall be compensated at **their** regular straight time hourly rate for hours lost from **their** regular schedule for a maximum of **three (3)** shifts.

#### PPWC Local 9

Section 2: Bereavement Leave

# Replace:

(a) When death occurs to a member of a regular full-time employee's immediate family, the employee will be granted an appropriate leave of absence and he shall be compensated at his regular straight time hourly rate for hours lost from his regular schedule for a maximum of three (3) days.

## With:

(a) When death occurs to a member of a regular full-time employee's immediate family, the employee will be granted an appropriate leave of absence and **the employee** shall be compensated at **their** regular straight time hourly rate for hours lost from **their** regular schedule for a maximum of **three** (3) shifts.

# 11. Article XX - Pension Plan (Unifor Locals 603 & 1133, and PPWC Local 9)

## **Unifor Local 603**

## Replace:

Section 2: Contributions

The Company agrees to the following with respect to the Pension Plan:

- (i) The Company contribution level will remain at 10% for the term of the agreement.
- (ii) Employee contributions will be in accordance with the schedule below:

Effective January 1, 2007 8.0%

## With:

Section 2: Contributions

- (a) The Company contribution level will remain at 10% for the term of the agreement.
- (b) Employee contribution level will remain at 8% for the term of the agreement.

#### Unifor Local 1133

# Replace:

Section 2: Contributions

The Company agrees to the following with respect to the Pension Plan:

- (i) The Company contribution level will remain at 10% for the term of the agreement.
- (ii) Employee contributions will be in accordance with the schedule below:

Effective January 1, 2002 3.0%

Effective January 1, 2004 4.5%

Effective January 1, 2005 6.0%

Effective January 1, 2006 7.0%

Effective January 1, 2007 8.0%

#### With:

Section 2: Contributions

- (a) The Company contribution level will remain at 10% for the term of the agreement.
- (b) Employee contribution level will remain at 8% for the term of the agreement.

### **PPWC Local 9**

#### Replace:

Section 2: Contributions

The contribution levels will be based on a percentage of employees' hourly wage rates as follows:

The Company contribution level will remain at 10% for the duration of the agreement.

Employee contributions will increase from the current 3% as follows:

Effective January 1, 2004 4.5%

Effective January 1, 2005 6.0%

Effective January 1, 2006 7.0%

Effective January 1, 2007 8.0%

#### With:

Section 2: Contributions

- (a) The Company contribution level will remain at 10% for the term of the agreement.
- (b) Employee contribution level will remain at 8% for the term of the agreement.

# 12. Article XXIV – Job Elimination (Unifor Locals 603 & 1133)

#### Add:

Section 2: Exclusions

No payment will be made under Section 5 in cases:

(a) of curtailments of a temporary or indefinite duration, <u>however curtailments in excess of one (1) year will allow employees the option of taking severance.</u>

# 13. Article XXXI – Adjustment of Complaints (Unifor Locals 603 & 1133)

Section 5: Expedited Arbitration

# Replace:

(a) A panel of six (6) arbitrators, each of whom shall be appointed for a two (2) year term, shall be selected by mutual agreement of the Pulp and Paper Employee Relations Forum on behalf of its member companies and UNIFOR on behalf of its local unions. Grievances processed under this section shall be assigned to the Arbitrators on a rotational basis.

#### With:

A list of six (6) Arbitrators, shall be pre-selected to hear grievances referred to Expedited Arbitration. The agreed to arbitrators will remain on the list for the term of the Agreement. These six Arbitrators will be named by mutual agreement of the Company and the Union.

When a grievance is processed under this section the Arbitrators on the List will be canvassed as to their availability on a rotational basis.

Should no Arbitrator from the List be available the parties shall endeavor to select an alternative.

In the event the Company and the Union are unable to agree upon an alternative Arbitrator, they will apply to have the Arbitrator appointed under the provisions of Section 86 of the Labour Relations Code of British Columbia.

# 14. Items to be Discussed at Local Standing Committees

- Steam Ticket Renewal Fees
- Domestic Violence Leaves of Absence
- Medical Form Reimbursements & Process
- Leave of Absence Traditional Indigenous Practices

# 15. Letter of Understanding

Retiree Contributions

# 16. Renew Letters of Understanding

# 17. Housekeeping – Derogatory Language (Unifor Locals 603 & 1133)

Statements of Policy - Miscellaneous

# Replace:

(d) Native Indian Employment

In response to a Union proposal relative to encouragement of Native Indians to seek employment, the Industry will participate with the National Union in a joint committee to function during the term of the 1970 Labour Agreements. The committee will be known as the Native Indian Employment Committee, and will consist of eight (8) members, four (4) representatives of the Unions and four (4) representatives of the Industry.

The purpose of the committee will be to examine problems relative to employment of Native Indians and make appropriate recommendations to the Company and Union to further this objective.

#### With:

(Add language to Local 603)

(d) Indigenous Employment

In response to a Union proposal relative to encouragement of **Indigenous People** to seek employment, the Industry will participate with the National Union in a joint committee to function during the term of the 1970 Labour Agreements. The committee will be known as the **Indigenous** Employment Committee, and will consist of eight (8) members, four (4) representatives of the Unions and four (4) representatives of the Industry.

The purpose of the committee will be to examine problems relative to employment of **Indigenous People** and make appropriate recommendations to the Company and Union to further this objective.

# 18. Housekeeping – Mechanical Trades (Unifor Locals 603 & 1133, and PPWC Local 9)

Exhibit "1" Definition of Mechanical Trades

### Addition to List:

Heavy Duty Mechanic

# 19. Housekeeping – Family Day Statutory Holiday (Unifor Locals 603 & 1133, and PPWC Local 9)

### **Unifor Local 603**

Article XVII, Section 1: Recognized Days

## Replace:

Family Day 24 hours, 8:00 a.m. Monday (2nd Monday in Feb) to 8:00 a.m. Tuesday,

## With:

Family Day 24 hours, 8:00 a.m. Monday (3rd Monday in Feb) to 8:00 a.m. Tuesday,

#### Unifor Local 1133

Article XVII, Section 1: Recognized Days

### Replace:

Family Day 24 hours, 7:00 a.m. the 2nd Monday of February to 7:00 a.m. the 2nd Tuesday of February.

#### With:

Family Day 24 hours, 7:00 a.m. the **3rd** Monday of February to 7:00 a.m. the **3rd** Tuesday of February.

### PPWC Local 9

Article XII, Section 1: Recognized Days

# Replace:

Family Day 24 hours, 8:00 a.m. the 2nd Monday to 8:00 a.m. the 2nd Tuesday of February (7am to 7pm for compressed work week schedules).

### With:

Family Day 24 hours, 8:00 a.m. the **3rd** Monday to 8:00 a.m. the **3rd** Tuesday of February (7am to 7pm for compressed work week schedules),

# 20. Housekeeping – Gender Neutral Language (Unifor Locals 603 & 1133, and PPWC Local 9)

Replace all gender specific terms with gender neutral language.

For Canfor Pulp Ltd.

Spokesperson

For Unifor

Spokesperson

For PPWC

Spokesperson