

**LABOUR AGREEMENT**

between

**QUNO CORPORATION**

**Thorold, Ontario**

hereinafter referred to as

"The Company"

and the following Union

**COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION**

Local 101

hereinafter referred to as

"The Union"

May 1, 1993 - April 30, 1996 - Wages  
May 1, 1993 - April 30, 1998 - All Other Provisions

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Section 1

GENERAL PURPOSE OF AGREEMENT

1.01 - The general purpose of this agreement is in the mutual interest of the employer and employee, to provide for the profitable operation of the plant under methods which will further to the fullest extent possible, the safety and welfare of the employee and economy of operation, quality and quantity of output, cleanliness of plant, and protection of property.

1.02 - 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 these conditions.

Section 2

RECOGNITION AND JURISDICTION

2.01 - QUNO Corporation recognizes the signatory Union as the sole and exclusive representative for the purpose of collective bargaining for the employees coming under the Union's jurisdiction at the Company plant at Thorold, Ontario.

2.02 - It is mutually agreed that the Company will not be responsible for any questions of jurisdiction between Unions, and that Company operations shall not be interrupted as the result of any jurisdictional dispute that may arise between the Union and any other Union. Questions of jurisdiction shall conform to the regulations covering such matters in accordance with the Labour Relations Act of Ontario.

2.03 - It is agreed that all employees who are members of other Locals or who are part of Management are excluded from this agreement. These are defined as follows:

Managers,  
,Superintendents,  
Supervisors,  
Assistant supervisors, (excepting Relief  
Boss Machine Tenders)  
Office and Technical Staff,  
Security Guards and Watchmen, and Technical  
Department employees, except Testers on the  
hourly rate.

### Section 3

#### UNION MEMBERSHIP

3.01 - All employees covered by this agreement shall maintain membership in good standing in the Union, and the Company shall assist in bringing this about.

3.02 - A check-off of Union dues and initiation fees will be maintained for those Locals who request it. Union dues, as determined by the local, will be deducted at a frequency mutually agreed between the local and the Company. Such check-off will be on a voluntary basis irrevocable only for the duration of the contract period.

3.03 - If requested by the Local, the Company agrees to accept a notice of increase in union dues and to submit to the Local by separate cheque, the increased amount.

3.04 - The amount of union dues that have been deducted will be shown on employees' T-4 Slips.

3.05 - It is mutually understood that new employees will serve a probationary period consisting of the first sixty (60) working days. The Company may dismiss a probationary employee for any reason provided it does not act in bad faith and that this constitutes a lesser standard as outlined in Section 43.1(2) of the Ontario Labour Relations Act. If the employee satisfies this probationary period, the employee's seniority will be retroactive to his date of hire and he will be eligible for all benefits as provided for in the labour agreement. It is further understood that all new employees will be advised of this condition of employment when being interviewed and/or hired by the Company.

3.06 - New employees coming under the jurisdiction of Local 101, who are not members of the Union, shall become so within 15 days from the date they commence work. When a new employee is hired, the Company will notify the President of Local 101 or his representative within 15 days following date of employment and shall indicate the occupation of the employee and the expected period of employment so that the necessary action may be taken by the Local.

3.07 - In hiring new employees, the Company will give preference to members of the Union, who have the necessary ability, skill and experience required to perform, in a manner satisfactory to the Company, the work assigned to him.

3.08 - On a one-time basis only, an employee who is promoted to any position within the Company, outside of the bargaining unit, may return to their previous bargaining unit without loss of seniority rights at the time of the promotion, providing their return to the bargaining unit is within six calendar months from the date they left the bargaining unit. This return to the bargaining unit may be made at the request of the Company or the affected employee, with 30 days written notice. In order to return to the bargaining unit during the 6 month period cited in Paragraph 1, individual(s) will be

required to maintain membership dues payable directly by him, to the concerned union. Failure to make such payments in any given month will automatically nullify the employees right to return to the Bargaining Unit as set out in Paragraph 1. It is understood that for such period, the Union shall not represent the individual nor will he participate in any union activities or business.

**Section 4**  
**TERM OF AGREEMENT**



'4.01 - This agreement shall remain in force for three years from May 1, 1993, or from the dates otherwise specified in the Collective Agreement, until April 30, 1996 following which the agreement will be re-opened for the sole purpose of negotiating general wage increases only, for a further two (2) year period from May 1, 1996 to April 30, 1998.

The parties agree that all other provisions of this Collective Agreement taking effect on May 1, 1993, or from the dates otherwise specified in the Collective Agreement, will remain effective up-to and including April 30, 1998.

It shall be renewed from year to year there after, in its present form unless written notice *of* desire to amend, modify or cancel any portion of any of the terms hereof is given by either party to the other not more than 90 days and not less than 30 days prior to the expiration of any such annual period. The Company and the Union will discuss before the date of expiration *of* the contract a date at which to start negotiations which will be mutually satisfactory to both parties.



Section 5

LOCAL ADJUSTMENTS

5.01 - Except for jobs covered under the Job Classification Plan, the Unions shall have the right to discuss local adjustments with Management prior to May 1st in each year of the Contract. It is understood that local adjustments are construed to mean the consideration of individual job rates in cases of gross inequality or major changes in job responsibility or work load. Failure to agree on any such cases shall in no way interfere with the terms of the collective agreement.

Section 6

RUNNING SCHEDULE

6.01 - The regular operation of the paper mill will be 7 days per week.

Section 7

WAGE RATES

7.01 - The schedule of wage rates as agreed upon by the Company and the Signatory Union shall be part of this agreement and will remain in effect throughout the life of this agreement.

7.02 - Papermakers' wage rates are established in accordance with the Papermakers' Minimum Standard Wage Schedule 1946, as subsequently revised and modified in 1968, and subject to the following conditions:

- (a) That the accepted schedule is applicable to either 6 or 8 hour shifts.
- (b) That the accepted schedule be considered permanent and that no future alterations may be made in the schedule except by collective bargaining.
- (c) Rates will be adjusted either upward or downward as required by this scale according to the average speed, excluding startups and shutdowns, over a 2-week period while running standard newsprint.

While running other papers the previous average newsprint speed rate will be maintained.

7.03(a) - Shift premiums shall be paid for all work performed during the evening shift 3:00 p.m. to 11 p.m., and for all work performed during the night shift 11 p.m. to 7:00 a.m. as follows:

40¢ per hour on the 3:00 p.m. to 11 p.m. shift

60¢ per hour on the 11 p.m. to 7:00 a.m. shift

(b) - When dayworkers are assigned to shift work, at straight time rates, they shall receive the shift premiums which shall be paid for the full time worked on such shift work, including such extra time in excess of 8 hours, for which they are paid at the overtime rate. These shift premiums do not apply to dayworkers who continue working beyond their regular hours and for which they are paid at the overtime rate. Shift workers who are absent with pay shall not be entitled to these premiums.

## Section 8

### HOURS OF WORK AND OVERTIME RULES

#### A - DAYWORKERS

8.01 - The regular hours of work for Dayworkers shall be from 8:00 a.m. to 4:00 p.m., with one fifteen minute scheduled paid rest period in the morning and a thirty minute scheduled paid lunch break, during which the employee remains on the Company premises.

8.02 - Dayworkers shall be in their respective departments ready to commence work promptly at 8:00 a.m. Machinery shall be started promptly and not stopped until three (3) minutes before 12 noon and 4:00 p.m.

8.03 - When a dayworker has an unfinished task at the end of his regular work period of eight (8) hours, if requested, he shall continue to work and shall be paid at the rate of time and one-half (1-1/2) for all overtime work.

8.04 - Dayworkers called on duty after their regular working hours, or on their scheduled days off, shall receive time and one-half for all overtime work, and in no case shall they receive less than 4 hours pay for each call. An employee will be considered to be called in whether called in from his home or notified prior to leaving the mill that he will be required to return to the mill later in the same day. An employee called in on a Sunday or a paid holiday shall receive a minimum of 6 hours pay.

8.05(a) - A dayworker working in excess of 16 hours, lunchtime included, in a 24-hour period, 8:00 a.m. to 8:00 a.m., provided he is scheduled to work the following day, shall receive time off with pay to the extent that such work exceeds 16 hours. This will not apply to excessive hours worked as a result of an arrangement between employees.

(b) - A dayworker who is called into work after having worked his day shift and who works a minimum of 2 hours on the call-in, shall be entitled to receive time off with pay on the following day, to the extent that the hours worked on the call-in fall between the hours of 12 midnight and 6:00 a.m.

(c) - In the event a dayworker on a day off, is called in for work that extends into his next regular scheduled work day for the application of Clause 8.05(a) the 24-hour period would begin at the time the employee reports for work.

(d) - Employees entitled to rest time, still at work at 8:00 a.m., will continue working and will take their rest time immediately prior to the end of the day, unless otherwise mutually agreed between the employee and his supervisor. Employees entitled to rest time and not at work at 8:00 a.m., will take their rest time prior to reporting to work.

(e) - When an employee has his classification changed temporarily from shift worker to day worker, he will be entitled to rest time as a day worker.

(f) - If a shift maintenance worker works in excess of 16 hours and is relieved by his mate but required to remain at work, he will be considered a dayworker and entitled to rest time.

(g) - On Sundays, such rest periods shall be paid at one and one-half times an employee's regular rate, provided the employee is scheduled to work on that date.

8.06 - The normal work week for dayworkers shall be a 5 day, 40 hour week. Each worker shall receive 2 scheduled days off per week.

8.07 - If an employee has been absent from work a day or more, he shall give adequate notice to his supervisor of his intention to return. This notice should be given before 4:00 p.m. the day preceding his return to work to change replacement arrangements prior to the beginning of the regular work period in which he intends to resume duty. If the employee fails to give the supervisor such notice to enable him to alter replacement arrangements, the supervisor may send the returning employee home when he reports to work.

B - SHIFT WORKERS

8.08(a) - The schedule of hours for shift workers and hours at which shifts shall change shall be from 7:00 a.m. to 3:00 p.m., 3:00 p.m. to 11:00 p.m., 11:00 p.m. to 7:00 a.m., or as mutually agreed by the Company and the Union.

(b) - No employees shall relieve earlier than 10 (ten) minutes before the relief hour.

(c) - An employee relieving more than 5 (five) minutes after the hour shall be considered late and will be docked as follows:

0	-	5 minutes	-	NIL
6	-	21 minutes	-	1/4 hour
22	-	35 minutes	-	1/2 hour
36	-	51 minutes	-	3/4 hour
52	-	65 minutes	-	1 hour, etc.

Any reduction in hours paid will be applied to the time of the person who was held over in accordance with that section of the labour agreement dealing with tardiness.

(d) - Shifts shall be arranged to suit the running schedule of the mill, and to avoid any interruptions in normal operations it being agreed that in some cases it is necessary to effect an average work week. The word "average" shall mean the work week schedule already agreed upon.

(e) - When required, the papermill will shut down and start up at 8:00 a.m., 4:00 p.m., or 12 midnight. All understandings related to start-ups and shutdowns will remain in effect.

(f) - Papermill employees will be paid for hours worked and at straight time up to 8:00 a.m., 4:00 p.m., or 12 midnight before a shutdown.

8.09 - Each worker is required to be in his place when his shift begins and shall not leave his post to wash and dress until his mate relieves him and takes over the duties and responsibilities of the job.

8.10 - Should a shift worker be unable to report for work at the beginning of his shift, he shall notify his supervisor at least 4 hours before his shift begins.

8.11 - If a shift worker does not report for his regular shift, his mate shall notify the department supervisor. He shall then remain at his post until a substitute is secured, and, if necessary, he shall work an extra shift.

8.12 - If an employee has been absent from work a day or more he will give a minimum of four hours notice to his supervisor of his intention to return. If the employee fails to give this notice to enable the supervisor to adjust the shifts back to the original schedule, the supervisor may send the returning employee home when he reports for work.

8.13 - Shift workers shall be paid at the rate of time and one-half for all work performed beyond their regular daily hours of work, with the following exceptions:

- (a) when such work is caused by the change of shifts.
- (b) overtime worked by special arrangement between a shift worker and his mate to exchange shifts with the approval of the time clerk in conjunction with the paper machine Supervisor and when this can be accomplished without additional cost or penalty to the Company.
- (c) when required to replace an employee for tardiness up to 2 hours, whatever the cause of tardiness may be, in which event the time worked shall be paid at the straight time rate. Whenever tardiness exceeds 2 hours, the total time during which the shift worker replaces his mate shall be paid at the rate of time and one-half. It is agreed that employees who fail to report for work, or who, in any way, penalize their mates or the Company under this overtime arrangement, will be subject to the following rules and penalties for absenteeism.
  - (i) Should investigation of a case of absenteeism fail to disclose a bona fide reason, Management may discipline the absentee as follows:
    1. First case - warning.
    2. Second case - up to 3 days layoff.
    3. Third case - suspension subject to discharge.

(11) It is understood that should an employee have a clear record for a 12-month period between the first and second case, or between the second and third case, or after the third case, the record shall be **considered** clear and any disciplinary record will be destroyed. Disciplinary action under these rules shall be subject to the Grievance Procedure.

8.14 - The signatory Union is responsible to co-operate fully with the Management of the Company to ensure that shift workers report for work promptly at the beginning of their respective shifts and thereby keep each job properly manned 24 hours of each working day.

8.15 - Except as noted, shift workers called on duty after regular working hours or on their scheduled days off, shall receive time and one-half for all overtime work, and in no case shall they receive less than 4 hours pay at regular rates for the work performed on each call. An employee called in on a Sunday or a paid holiday shall receive a minimum of 6 (six) hours pay.

8.16 - Overtime shall not be pyramided, nor more than one basis of calculating overtime be used to cover the same hours.

8.17 - When working a (6) six day operation, paper machine crews, when called on Sunday to clean the machines, shall be paid the rates they receive on their regular jobs on weekdays.



C - GENERAL

8.18 - An employee who has been called on duty between 4:00 p.m. and 8:00 a.m. for emergency work which is not completed at 8:00 a.m., and for which work he is receiving pay at the rate of time and one-half, shall continue to receive the overtime rate until the emergency work is completed or until he is allowed to go home or returns to his regular work. After an employee has completed 8 hours work as a result of such call-in, whether on the emergency or on his regular work, he can be required to leave either work and go home, at the discretion of the supervisor. In no case will he be paid less than 4 hours for the work performed before 8:00 a.m. as a result of such call-in. The foregoing provisions do not apply in the cases of those employees who are required to start work before 8:00 a.m. on start-ups.

8.19 - An employee who reports for duty at the beginning of his normal day or shift, and finds that his work schedule has been changed and reasonable effort has not been made to notify him, shall, if possible, be given an opportunity to do other work for 4 hours or more and the employee will be expected to accept such work. However, if 4 hours work or more is not available, 2 hours at normal time shall be paid. If the employee is requested to perform any work, he shall not be paid less than 4 hours.

8.20(a) - All workers shall be paid at the rate of time and one-half for all work performed between 8:00 a.m. Sunday and 8:00 a.m. Monday, also for all work performed on those days designated elsewhere in this agreement as recognized statutory holidays.

(b) - However double time will be paid to all employees who work beyond 8 hours on Sunday and/or statutory holidays. The statutory holidays will be those referred to in Clause 32.01.

8.21 - When an employee wishes to change his scheduled or designated day(s) off, he will notify the paper mill clerk at least 24 hours in advance and if such a change is approved by the paper mill Supervisor, then the employee will work at straight time rates on the day(s) originally scheduled as his scheduled or recognized day(s) off. On the other hand, if he is required to work on the alternate days mutually agreed upon as his days off, he will be paid at the overtime rate. An employee's day off from work shall be considered to be from 8:00 a.m. to 8:00 a.m.

8.22 - In the event of a major breakdown an employee may be required to work on his scheduled or designated day(s) off for which he will be paid at straight time rates provided he has been given at least 24 hours advance notice and assigned another day(s) off as mutually agreed upon for which he will be paid at the overtime rate if required to work on these day(s).

D - 37-1/3 HOUR WORK WEEK

8.23 - In the application of the 37-1/3 work week, the QUNO Corporation and the Communications, Energy and Paperworkers Union Local 101 agree on the following procedures:

1.(a) The normal work week for employees on a 6-3 schedule shall average 37-1/3 hours worked with an average of 40 hours pay (including Sunday premium) over an interim cycle (nine weeks).

(b) The work period is a period of six consecutive days of work followed by three consecutive days off.

(c) An interim cycle is a period of nine calendar weeks in which there are seven work periods of six days of work and three days off.

(d) A complete cycle embraces three intermediate cycles spread over a period of 27 calendar weeks. At the end of this period, a new complete cycle starts in an identical way.

2. When the 37-1/3 hour work week schedule comes into effect in a department, manning will be adjusted to assure that frozen employees are spread equally through the various crews.

3. There will be no change in the present manner of administering the weekly indemnity insurance.

4. For those employees on a 37-1/3 hour work week and a 6 - 3 schedule, a week of vacation will commence the first day of the scheduled six-day work period and continue for six consecutive days. Should a statutory holiday fall within the vacation period, no additional day will be taken off for the holiday. In the event that two statutory holidays fall within the vacation period, then the provisions in the present labour agreement will apply for the second day only. Vacation pay will be based on 2.4% of the previous year's earnings for each week of vacation with the understanding that the weekly vacation pay will not be less than the employee's regular hourly rate in effect at the time of the employee's vacation multiplied by 40.

5. In order to avoid a loss of pay, an employee may elect to take a floating holiday to cover the sixth day. If a floating holiday is to be taken with vacation and the employee wishes payment in advance, he must request this at the same time that he requests advance payment for vacation.

6. To qualify for full vacation, an employee on a 40-hour schedule must have worked 1,365 hours in the preceding year. On a 37-1/3 hour schedule the employee must have worked 1,293 hours in the preceding year. If an employee has been working on both 40 and 37-1/3 hour schedules in the preceding year, he must have worked a minimum of 1,310 hours.

7. Vacation schedules and the number of employees that may be on vacation at any given time will be determined by the individual departments, and discussed with the individual Unions involved.

8. At the beginning of an intermediate cycle, if it is known in advance that a temporary vacancy will be for the entire intermediate cycle, promotions will be made to fill the vacancies for the machine tender and back tender positions only.

The senior employee at the level below the vacancy will be moved to fill the vacancy regardless of what shift the vacancy is on.

The resulting vacancy created by this promotion will be filled by a move up within the group.

Only one promotion per group will be permitted with the order of groups being 9, 2, 3, 4, 1, 6, 7, 8, 5.

#### Section 9

##### PAPER MACHINE BREAKDOWN OR REBUILD

9.01(a) - In the event of a breakdown of a paper machine of three days or less (including the shift on which the breakdown occurs), machine rebuilds and all normal shutdowns occasioned by normal clean-up, clothing changes and scheduled normal maintenance, operating crews will be provided with work and will be paid at the rate of their regular occupation. Employees will be expected to do work assigned.

(b) Shift workers may be scheduled to work with day crews during these shutdowns and if so scheduled, will work day hours.

9.02 - No protection from layoff is afforded if the machine shutdown is initiated by market conditions (high inventory of finished goods) and the shutdown is five days or more even if maintenance is performed during this outage.

Section 10

WIRE CLAUSE

10.01 - All employees called into the mill, or held over at the completion of their shift to assist in changing a wire on one machine will be paid 6 hours. Two and one-half hours will be considered the period required for changing wires, and time worked by these employees on a wire change exceeding this two and one-half hour period will be paid at time and one-half.

10.02 - If, during a wire change a second or subsequent wire change is initiated before the wire change has reached the stage where all the spacer blocks have been replaced, the crew will be paid 6 hours plus time and one half for the time worked beyond two and one-half hours. If the initial, second or subsequent, wire change(s) have progressed beyond the aforementioned stage(s), the crew will be paid 6 hours for each wire change initiated.

10.03 - If the machine crew commences to put a wire on a machine before the end of their regular work period, and continues such work after the end of their work period, they shall be paid for the hours worked plus not less than one hour to cover overtime.

10.04 - When paper machines operate on a 7-day basis, the crews on shift who work on wires will receive 6 hours wire pay at their regular rate and 2 hours will be deducted from the regular hours of work provided they stay for the completion of the wire.

10.05 - The member of the utility crew who operates the crane on a wire change will receive the highest 3rd Hand rate when changing the wire on machines 6 and 7.

10.06 - When for maintenance reasons or re-conditioning for reuse a wire is removed and reinstalled on the wire string equipment or re-packed in its' transporting container, the crew involved in this work will receive the same Wire Time as now paid for installing a wire.

#### Section 11

##### MILL RULES

11.01 - It is agreed and understood that all rules and regulations issued by the ,Company, including safety regulations, which do not conflict with the provisions of this agreement, are affirmed and will continue in force during the life of this agreement and any extension thereof.

#### Section 12

##### DISCIPLINARY ACTION

12.01 - When a supervisor summons an employee into his office for possible disciplinary action, the employee shall have the option of being accompanied by a Union representative, and shall be given one hour's notice prior to such meeting.

12.02 - Except for a discharge due to assault of a fellow worker or supervisor, theft, sabotage, sale of drugs on Company property, arson or refusal to perform assigned work, an employee whom the Company discharges shall be returned to active work once the Union has referred a grievance to arbitration. The employee will then remain at work until such time as the Arbitration Board renders a decision. If arbitration up-holds the discharge of the employee returned to work, the discharge will be instituted after receipt of the arbitration decision.

#### Section 13

##### WORKING CONDITIONS

13.01 - The Company will meet at least twice a year to discuss and work out with a committee from the Unions, ways of improving working conditions in the Mill. The committee will consist of two representatives from Local 84, one from Local 101, one from Local 35-O, and two from the Trades Locals, making a total of six.

#### Section 14

##### **SAFETY SHOES**

14.01 - The Company will pay \$50.00 towards the purchase of employee's protective footwear.

Effective may 1, 1996 the amount referred to above will increase to \$70.00.



Section 15

**CLOTHING REPLACEMENT**

15.01 - The Company will replace employee's work clothing where this has been destroyed through the fault of the Company and not through normal wear and tear. In case of misunderstanding between an employee and his supervisor, the matter will be brought to the attention of the Manager who will attempt to settle such misunderstanding.

Section 16

**PROVISION OF MEALS**

Effective January 1, 1994

16.01(a) - An employee required to work overtime and who works one hour will be entitled to a meal allowance. For each four hours of overtime worked beyond the first hour, he will be entitled to an additional meal allowance. A maximum of 20 minutes is to be allotted in which to obtain a meal.

(b) Employees who are called into the mill in an emergency shall be provided with a meal allowance when required to work past a normal meal time. Circumstances regarding the work being performed will govern whether an employee is granted the 20 minutes maximum allowance or the normal meal time.

(c) When the cafeteria is closed, the Company will provide a meal when requested by the employee for which the employee will pay.

(d) For each meal allowance entitlement, the employee will be given a choice between a credit in the amount shown below on his pay cheque or a meal ticket of equal value.

Value of a meal allowance \$7.45

Effective May 1/94 \$7.55

Effective May 1/95 \$7.70

Effective May 1/96 \$7.85

Effective May 1/97 \$8.00

## Section 17

### JOB SECURITY

#### 17.01 - Objective

The Company and the Unions recognize that technological change, while necessary to the industry, may have an impact on employees through a reduction or reorganization of the work force. It is the purpose of the following provisions to assist employees in adjusting to the effects of such change.

#### 17.02 - Definition of Technological Change

Technological change shall include automation, mechanization, process change and the introduction or elimination of equipment.

17.03 - Required Notice

The Company must advise the appropriate Union(s) as soon as possible, and in any case not less than one hundred and twenty (120) days before the introduction of any technological change which the Company has decided to introduce.

The Company agrees to discuss with the Union(s) the effect of such technological changes on the employment status of employees and to jointly consider practical ways and means of minimizing the adverse effect on employees displaced by such change. Such discussions will be held as soon as possible following notification of the Union(s) of impending technological change, and in any case not less than sixty (60) days prior to the expected date of the change.

17.04 - Seniority Status

In the event that it is necessary, crews will be reduced in accordance with the Seniority Article of this agreement. If an employee with one year's continuous employment is set back to a lower paid job due to job elimination under conditions set forth above, he shall retain the rate of his previous job for an initial period of three months.

For an additional period of 3 months, an adjusted rate will be established midway between this rate and the rate for his new job. At the end of the 6 months period, the rate for the job to which he is assigned will apply. Seasonal or Labour Pool employees are not covered by this clause.

17.05 - Severance

If an employee with 18 months or more continuous service is to be laid off due to job elimination, under the conditions set forth above, the provisions of the Severance Pay Clause in this agreement will apply.

It is understood that the above Job Security Clause will apply in all areas with the exception of the present mill modernization program.

Section 18

CONTRACTING OUT

18.01(a) - The Company will not contract Out maintenance work or repair work on the premises which is regularly performed by employees in the bargaining unit if the Mill is equipped, if crews are available and if employees are capable of doing it and if the work is to be performed on the premises.

(b) - The Company is under no obligation to have maintenance or project trades work performed on overtime by mill employees to avoid contracting out.

(c) - No employee in the bargaining unit shall be laid off as a direct result of contracting out of bargaining unit work.

(d) - Subject to (a) above, when it becomes necessary to contract out work, the Company will make every effort to assure that the contractor selected will employ union labour. Only when this is not possible will contractors employing non-union labour be used. This commitment will also apply, where possible, to the use of trucks in the Mill Yard, but will not apply to truckers selected by our customers or suppliers.

Section 19

**TRADESMEN - JOB ASSIGNMENT - TRADES FLEXIBILITY**

**19.01(a) MUTUAL ASSISTANCE - TRADESMEN (DAY)**

Tradesmen are normally assigned work according to their basic trade. However, employees of different trades who are working together for a specific job will assist each other during the execution of their respective tasks.

**(b) FLEXIBILITY - TRADESMEN (SHIFT)**

A tradesman working on shift either alone or in a crew, will carry out all work of which he is capable, regardless of his trade.

The Company will identify and supply training required for the proposed changes to take effect progressively and safely.

(c) With regards to the above mentioned clauses the following adjustment will take effect December 16, 1990:

Tradesmen Class A and above: \$0.50 per hour

19.02 - In addition, as soon as Flexibility - Tradesmen (Shift) takes effect (February 18, 1992), tradesmen on shift will receive an adjustment of \$0.50 an hour above their classification rate.

19.03 - The unions agree they will not initiate any jurisdictional disputes arising out of the direct results of the above agreement.

19.04 - It is understood that specified tradesmen will weld, heat and burn as required, while performing the normal function of their trade.

19.05 - The above provisions replace all practices and/or verbal or written agreements which contravene or prevent the application of this flexibility.

19.06 - No "permanent tradesman employee" as of the date of ratification and so identified below will be laid off as a result of any improvement of productivity caused by the implementation of Job Assignment - Trades Flexibility with the following understandings:

- a) Protection from layoff shall apply only to improvements caused exclusively by and as a direct result of the implementation of Job Assignment - Trades Flexibility and shall not apply to reductions which result in whole or in part from any other cause, including but not limited to: business conditions, partial operations, lack of capital work, power or mechanical outages, automation/technological improvements.
- b) Any employees hired after the date of ratification or hired on a temporary term basis will not be covered by the employment security provision.
- c) A "permanent tradesman employee" covered by the employment security provision will cease to be covered by the said provision:
  - i) when he retires early or normally or reaches age 65, whichever comes first.
  - ii) if he fails to fully satisfy the terms and conditions of employment.

## SECTION 20

### EFFICIENT ASSIGNMENT CONCEPT

20.01 - The Efficient Assignment Concept is designed to improve the efficiency, enhance the skill level of employees, improve productivity and the long-term employment security of plant employees at the Thorold Mill.

An employee's primary job duties will be to tasks associated with his classification and department. However, the employee may be required to perform work outside his normal job duties, either in his own department or other departments. The main elements of the Efficient Assignment Concept may be summarized as follows:

20.02(a) - Production employees may be assigned to tasks in other departments in the event of the partial or total shutdown of operations of their department. Departmental seniority and skill and ability to perform the task required will be taken into consideration when determining which employees are to be assigned.

(b) Employees will be paid at the rate of their permanent hourly job classification rate or at the rate of the job to which they are assigned, whichever is greater.

(c) Production employees will assist other production employees as required.

(d) When required, a production employee will perform tests and inspections related to the operation of the mill process and associated equipment in their department.

(e) A production employee will carry out some maintenance and repair work in his department as well as adjustments to his equipment as part of the normal job duties.

20.03(a) - Maintenance and Project Trades employee will carry out all work for which he has the capabilities regardless of his trade. The Company will however continue to recognize the specific skills tradesmen have acquired through provincial certification and practical experience and will apply these skills in a logical manner.

(b) A Maintenance and Project Trades employee may be called upon by the Company to assist a production employee and vice versa as part of the normal job duties. A Maintenance and Project Trades employee will not be assigned to displace an operating employee and vice versa.

20.04 - Permanent and temporary vacant jobs will be filled only when judged necessary by the Company.

20.05(a) - Only employees named listed in Appendices Aii), Aiii) and Aiv) will not be laid off as a direct result of any improvements caused by the implementation of the Efficient Assignment Concept.

This protection does not apply to any other conditions unless such protection is specifically provided by other provisions of the collective agreement.

- i) Employment security as defined for employees name listed in Aii) "permanent employees posted to a classified position" will ensure that these employees will continue to work a full schedule without any loss of time resulting from the implementation of the Efficient Assignment document.
- ii) Employment security as defined for employees name listed in Aiii) "permanent employees posted to a classified spare pool" will ensure that these employees will continue to work a full schedule without any loss of time resulting from the implementation of the Efficient Assignment document.
- iii) For "clarification of past practice "Employment security as defined for employee: name listed in Aiv) "Central Labour Pool will not ensure that these employees will work a full schedule.
- iv) Those employees identified in Appendices Aii), Aiii) and Aiv) will cease to be covered by the said protection when:
  - a) the employee retires or reaches age 65 whichever comes first.
  - b) the employee is terminated for cause.

(b) No tradesman will perform work of another trade when a tradesman of that trade name listed in Appendix A(ii) is laid off.

(c) The Company will continue to recognize individual seniority rights for the respective existing primary trades and locals.

20.06 - The above provisions replace all practices and/or verbal or written agreements which contravene or prevent the application of this Efficient Assignment Concept.

20.07 - The Unions agree they will not initiate any jurisdictional disputes arising out of the direct results of the above agreement.

20.08 - "Production employee/s" is meant to identify those employees in the various collective agreements other than those identified in item 20.03(a) above "Maintenance and Project Trades employee/s".



20.09(a) - In order to implement the Efficient Assignment Concept for "production employee/s" the date will be the 1st day of the 2nd month following ratification (February 1, 1994).

(b) For (non-shift) tradesmen, in order to facilitate training, the Efficient Assignment Concept will be implemented ON the 1st day of the 3rd month following ratification of the Trades document (February 1, 1994).

Upon implementation of the Efficient Assignment Concept, tradesmen (non-shift) will receive an adjustment of \$0.50 an hour above their classification rate.

#### 20.10 - Training

The Company will identify and supply training required for the above, in order for the Efficient Assignment Concept to take effect progressively and safely.

#### 20.11 - Tools

Tools, required by tradesmen and "production employees" in order to perform duties outside of their trade and/or to perform the functions outside their trade, will be made available on an as needed basis.

#### 20.12 - Call-Ins

For call-ins, predominant trade required, will be called.

#### 20.13 - Implementation Committee

A Production committee will be formed comprised of one representative from each of CEP Local 35-0, CEP Local 84, CEP Local 101 and an equal or less number of representatives from the Company. A Tradesmens Committee will be formed comprised of one representative from each of CEP Local 84, IAM Local 268, UAPS Local 666, IBEW Local 914, UBC Local 2737 and an equal or less number of representatives from the Company. These committees will meet as required to resolve problems or discuss concerns which may arise as a result of implementation of maintenance and production employees Efficient Assignment Concept. Equal representation from various departments may be added, as required, to act as a resource.

## Appendix (A11)

Permanent Employees Posted to a Classified Position

1167	Collins, Gary	1062	Osborne, John
404	Disher, Douglas	1529	Gelinas, Claude
352	Tessier, Fernand	1646	Hillier, David
357	Chiborak, Alex	1673	Bianchi, Arthur
317	Martin, John	1696	Pyle, John
120	Smith, Roger	1738	Cuthbert, Eric
382	Coplen, Robert	1783	McLachlan, Bruce
1276	Bouchard, John	833	Grimwood, Bruce
530	McSween, Donald	882	Gamache, Marcel
1328	Polgrabia, Bruno	219	Lacombe, Douglas
1035	D'Amizio, Peter	1436	Cameron, David
1395	Upper, Hugh	1653	Degordick, Stephen
353	Greenall, Kenneth	1075	Tortyna, Stephen
1319	Bellows, David	551	Bunston, Robert
1715	Kilgour, Robert	1580	Haley, John
362	McCulloch, Donald	1070	Delduca, Fred
1711	Henry, Thomas	1373	McConnery, Richard
1655	Chenard, Jean Paul	1625	Angle, Randy
800	O'Brien, Frank	1626	Barry, Edward
1657	Wainman, Richard	136	Ward, Thomas
1779	Coplen, Thomas	504	Ruscitti, Angelo J.
1720	Chorney, Michael	509	Wilson, Donald
1561	Keracher, David	1254	Perkins, John
860	Weightman, Warren	1480	Charron, Robert
1118	Mostowy, Michael	304	Upper, Terry
1765	Reynolds, Richard	1157	Giganti, Christophe
1775	Stefurak, Richard	1346	Kempt, Vernon
1744	Lefebvre, Michael	1795	Pocknell, Harry
244	Ruggi, John	1322	Gendron, Randy
434	Chenard, Robert	1451	Saunders, James
428	Roman, Timothy	1559	Jenne, Russell
152	D'Amizio, Mario	1606	Barnowski, Casimir
1327	Risi, Angelo	1748	Rees, Howard
380	Muelli, Stephen	1622	Currie, David W.
391	Shara, John	1435	Ruggi, Mario
419	Carella, Frank	324	McGregor, Richard
427	McIntosh, Richard		
810	Catterall, Richard		
900	Janzen, Charles		

Appendix (A111)

Permanent Employees Posted  
to a  
classified Spare Pool Position

1250	Riva, Terry
367	Bussi, Nick
809	Denapoli, Mark
858	Furney, Mark
1007	Ruggi, Joseph
1074	Lepine, Alain
1234	Wilson, Robert
1309	Milana, Angelo J.
1506	Hedden, Raylton A.
1532	Banka, Boguslaw
1615	Botkowski, Andrew
1741	White, Paul
1742	Pignotti, Felix
202	Birbeck, G. Alan
286	Cain, Marvin
287	Vandyk, James H.
312	Pollowy, Walter
329	Tiffney, Frank
877	Fowler, Lyle T.
1568	Smith, Marc
517	D'Addario, Joseph
1737	Ciancio, Bryon
983	Falovo, Ralph
1269	Rolls, Jim
685	Risi, Donato

Employees on LTD/LTWCB on September 22, 1993

Hastey, Doug

SECTION 21

GENERAL EMPLOYMENT SECURITY

21.01 - All employees holding a classified position on December 5, 1993 ratification shall retain their employment at the mill, except in the event of any of the following situations:

- technological change
- whole/partial mill or department shutdown
- shutdown due to lack of orders and/or market conditions
- fortuitous event (Act of God) or situation beyond the Company's control
- termination for cause
- attrition (death, voluntary resignation, early retirement or reaches age 65 whichever comes first)

21.01 - The employees name listed in Appendix O<sup>1</sup> and O<sup>2</sup> below that are covered by this provision will include employees required for vacation and floater replacement, calculated on annual basis and classified positions currently vacant.

21.03 - Employees name listed in Appendix O<sup>3</sup> will transfer to Appendix O<sup>2</sup> in order of seniority as those employees name listed in Appendix O<sup>2</sup>

- 1) retire or resignation
- 2) death or terminated for cause
- 3) accept posting into a classified position or classified spare positions

21.04 - This employment security is not a guarantee of a minimum number of hours of work per week.

APPENDIX O<sup>1</sup>21.05 - Permanent Employees Posted to a  
Classified Position

1167	Collins, Gary	1062	Osborne, John
404	Disher, Douglas	1529	Gelinas, Claude
352	Tessier, Fernand	1646	Hillier, David
357	Chiborak, Alex	1673	Bianchi, Arthur
317	Martin, John	1696	Pyle, John
120	Smith, Roger	1738	Cuthbert, Eric
382	Coplen, Robert	1783	McLachlan, Bruce
1276	Bouchard, John	833	Grimwood, Bruce
530	McSween, Donald	882	Gamache, Marcel
1328	Polgrabia, Bruno	219	Lacombe, Douglas
1035	D'Amizio, Peter	1436	Cameron, David
1395	Upper, Hugh	1653	Degordick, Stephen
353	Greenall, Kenneth	1075	Tortyna, Stephen
1319	Bellows, David	551	Bunston, Robert
1715	Kilgour, Robert	1580	Haley, John
362	McCulloch, Donald	1070	Delduca, Fred
1711	Henry, Thomas	1373	McConnery, Richard
1655	Chenard, Jean Paul	1625	Angle, Randy
800	O'Brien, Frank	1626	Barry, Edward
1657	Wainman, Richard	136	Ward, Thomas
1779	Coplen, Thomas	504	Ruscitti, Angelo J.
1720	Chorney, Michael	509	Wilson, Donald
1561	Keracher, David	1254	Perkins, John
860	Weightman, Warren	1480	Charron, Robert
1118	Mostowy, Michael	304	Upper, Terry
1765	Reynolds, Richard	1157	Giganti, Christopher
1775	Stefurak, Richard	1346	Kempton, Vernon
1744	Lefebvre, Michael	1795	Pocknell, Harry
244	Ruggi, John	1322	Gendron, Randy
434	Chenard, Robert	1451	Saunders, James
428	Roman, Timothy	1559	Jenne, Russell
152	D'Amizio, Mario	1606	Barnowski, Casimir
1327	Risi, Angelo	1748	Rees, Howard
380	Muelli, Stephen	1622	Currie, David W.
391	Shara, John	1435	Ruggi, Mario
419	Carella, Frank	324	McGregor, Richard
427	McIntosh, Richard		
810	Catterall, Richard		
900	Janzen, Charles		

APPENDIX O<sup>2</sup>21.05 - Employees Posted to CLP/DLP/PM Spares  
and Steam Plant Spares

55	D. Nazwaski	1615	A. Botkowski
1704	K. Dobbie	1284	P. Zagaritis
1406	R. Dittrick	1691	B. Jaeger
1315	G. Sawchuk	1742	F. Pignotti
1735	D. McCook	1299	F. Macoretta
437	R. Ashick	1532	B. Banka
1694	R. constant	367	N. Bussi
1706	R. Gasbarrino	1309	A. Milana
1675	G. DiConstanzo	898	J. Hastings
1757	A. Bosco	1234	R. Wilson
1587	D. Continelli	1741	P. White
1136	C. Grano	205	G. Lepp
1618	D. Duffy	204	M. Dellomo
1042	W. Kis		
1523	R. Mason		
1530	J. Culhane		
824	L. Riddle		
1036	J. Dubas		
532	V. DeNapoli		
1077	W. Gale		
1126	C. DiMarco		
821	G. Macdonald		
1700	R. Kelly		
832	A. Innocenti		
1151	S. Krawchuk		
1407	G. Hoffman		
969	W. Lamb		
915	J. Vankleef		
1007	J. Ruggi		
1074	A. Lepine		
1506	R. Heyden		
858	M. Furney		
884	J. Nasato		
1781	D. Ingoldsby		
1766	A. Storm		
809	M. DeNapoli		
1021	K. Egarter		

Employees on LTD/LTWC

D. Upper  
D. Scarfone  
B. Giardini  
V. Bohunicky

APPENDIX O<sup>3</sup>

21.05 - Employees posted to CLP/DLP/PM Spares  
and Steam Plant Employees

211	E. Pendykoski	1104	J. Bourque
214	R. Hewko	1669	P. Michaud
213	K. Hoven	1250	T. Riva
216	G. Jenne	983	R. Falovo
1107	G. Rakus	1298	P. Goupil
877	L. Fowler	1269	J. Rolls
852	E. Zagaritis	421	C. Muelli
867	E. Oatway	638	W. Young
1359	L. Gazzellone	684	E. Porco
1095	A. Michel	685	D. Risi
720	F. Verdile	544	G. Keenan
1721	L. Bernava	491	P. DiPompeo
721	G. DiCostanzo	555	D. Coplen
286	M. Cain	543	F. Villella
287	J. Vandyk	492	J. D'Amelio
319	P. Palumbi	549	W. Egerter
312	W. Pollowy	1709	R. Kiss
323	D. Fowler.	490	J. Iorio
322	G. Lienert		
320	D. Tremonte		
1320	T. Sarcino		
202	A. Birbeck		
295	C. Herbert		
855	J. Piech		
307	J.G. Bourque		
1583	C. Risi		
329	F. Tiffney		
368	E. Battista		
512	R. Vaughan		
513	E. Fracassi		
680	C. Luciani		
1568	M. Smith		
1536	A. Cannatelli		
517	J. D'Addario		
1737	B. Ciancio		
1031	M. Begin		
1055	I. Santo		

Employees on LTD/LTWCB

Delgobbo, Giovanni  
Stemplowski, Stan  
Hastey, Doug

## Section 22

### SENIORITY

22.01 - In promotions, layoffs and rehires preference shall be given to employees with greatest seniority of service with the Company, subject to the condition that consideration be given to skill ability, and the employee's capability for promotion to higher occupations. The initial decision in such matters to be the responsibility of the Management. The application of this Clause is subject to the grievance procedure.

22.02 - When an employee is laid off due to a lack of work, his service record with the Company will not be broken, and will not be interrupted for up to nine (9) months or his length of recall, whichever is less, providing he returns to work within seven (7) days of notification. After he accumulates the additional seniority up to nine (9) months, his service will not be broken but will be interrupted until he is recalled, providing he returns to work within seven (7) days of notification. An employee's recall rights will be for eighteen (18) months or equal to his seniority whichever is less. It is the responsibility of the laid off employee to keep the employment office advised of his current address and telephone number.

An employee's participation in the various benefit plans will be suspended during the period of layoff unless otherwise provided in each individual plan. However, when recalled, the employee will be entitled to continue his participation in these plans without having to submit to the waiting period prescribed in each plan.

22.03 - When a man is hired from outside or in promotions within a department, or in the case of permanent transfers from one department to another, if the employee to be promoted or transferred is not the senior man, the Company will present the name of its selectee to the Union concerned at least 5 days before the appointment is made. If necessary, the senior employee concerned shall be given a 10-day trial period on the promotional job. If unable to qualify for the position, he will be returned to his former position with full seniority.



22.04 - If, in the opinion of the Union, the decision of the Management appears to have been unjust, they shall have the right to appeal the decision to the General Manager who will review all relevant facts and make a decision. If his decision is unsatisfactory, the signatory Union concerned shall have the right to refer the matter for settlement through the procedure provided in Section 44 for handling complaints and grievances.

### Section 23

#### DEPARTMENT SPARE POOLS

23.01 - Departments for which there is a Departmental Spare Pool.

- Paper Mill
- Mechanical Pulp Mill (FDI/TMP)
- Technical and Effluent Treatment
- Woodroom and Wrapper Machine
- Stores

23.02 - When vacancies occur in a line of progression, the departmental pool employees will move into the bottom position and continue to move up and down the line of progression in a normal fashion in accordance with the collective agreement, without moving through the isolated job positions.

23.03 - For future vacancies, employees applying for departmental pool positions will be awarded the position by mill seniority, subject to the condition that consideration be given to skill and ability and the employee's capability for promotion to higher occupations in the department. The assessment of ability will be based on successfully passing the "qualifying test" where such a test is required and a trial period of 25 working days on the job.

23.04 - Procedures to be followed when employees are to be tested for vacant positions.

(i) The job posting will indicate that successful passing of the test will be required in accordance with Clause 23.05.

(ii) Time for taking the test will be arranged so as no employee will be required to write the test when coming off the 12-8 shift.

(iii) Employees taking the test will be given a copy of three sample questions at least 24 hours prior to writing the test.

(iv) A representative of the local will be present as an observer at the time the test is given.

(v) A representative of the local will be present as an observer at the time the test is marked.

(vi) Employees who fail the test by 5 marks or less, will be allowed to rewrite the test within three calendar days, providing that if he passes the test, his seniority would entitle him to the job.

23.05 - To successfully pass the test, the following minimum marks will be required for acceptance in the respective departments:

Paper Mill	65%
Mechanical Pulp Mill (FDI/TMP)	65%
Technical & Effluent Treatment	65%
Woodroom and Wrapper Machine	55%
Stores	55%

23.06 - On an on-going basis, employees remaining in the Central Labour Pool will be assigned available work on the basis of Mill Seniority provided they have the skill and ability to do the job in question. Employees must pass the "qualifying test" to relieve on jobs which require the test. All employees in the Central Labour Pool will relieve in the following isolated positions according to the employee with the greatest mill seniority. For purposes of clarity, these procedures do not guarantee that the senior employee will be assigned to the highest paid position on a day to day basis.

Material Handling

FDI Warehouseman  
Newsprint Trucker  
Coremen  
Knife Grinder/Utility Man  
Yard Labourers  
Switch Men  
Lift Truck Operator (Yard)

Administration

Janitors

and any other jobs that may be agreed to between the parties during the life of the collective agreement.

Section 24

JOB POSTING

24.01 ~ When vacancies occur in a department, the Company shall post within ten (10) working days notices concerning the bottom job in the department affected. The notices will include job description, qualifications required, job classification and the wage rate. Such posting shall be for ten (10) working days and the Company shall have the right to make a temporary appointment without penalty.

Within sixty (60) days of the posting coming down, the Company will make its' selection. Selecting the employee for the permanent appointment, will be made on the basis of the senior mill employee, subject to the condition that consideration be given to skill and ability and the employee's capability for promotion to higher occupations in the department.

A copy of the job posting shall be sent to the Union with a list of all applicants and the Company's selection. Employees who are on vacation, leave of absence, sick or accident leave will be given an opportunity to apply for the vacancy, provided they make their intention known to the Company in writing prior to or during their absence.

24.02 - Where it is anticipated that the duration of a temporary job vacancy will be three or more months, these jobs shall also be posted.

24.03 - The Company agrees to post vacancies for the Rewinder Helper position in accordance with the job posting clause of the labour agreement. Such posting will be open to members of Local 101 only.

Section 25

LINE OF PROGRESSION - PAPER MACHINES

25.01(a) - Relief Boss Machine Tender  
Machine Tender  
Back Tender  
3rd Hand  
4th Hand  
5th Hand  
6th Hand  
Paper Mill Rover  
Spare Hand

(b) - If the Utility Man job becomes open, it will be posted in the paper mill (Local 101 jurisdiction).

(c) - Senior Crew ~ Group 9. Senior Machine No. 7 with the following Groups 1, 2, 3, 4. No. 6 Machine 5, 6, 7, 8.  
For the promotional work on shift the senior employee in the next lowest classification will be promoted to fill vacancy.

(d) - Permanent promotions on the paper machines will be made twice a year Easter and Labour Day, or by mutual consent between the Company and the Union.

(e) - The following supersedes the letter from the Paper Mill Manager entitled 'Training of Salaried Shift Supervisors'. Candidates for the position of Relief Paper Machine Supervisor will be selected on the basis of the senior Machine Tender, subject to the condition that consideration be given to skill, ability, and the employee's capability for promotion to salaried Shift Supervisor. Successful candidates will be provided with a one month training program, during which time, the individual will be removed from the regular crew schedule. Following the training period when required to relieve in this position, the individual will be given a total of 60 working days trial, during which he will be assessed and following this period, either confirmed in the position or returned to his former position under the terms of Article 24.01.

Section 26

**FREEZING**

26.01 - Employees in the paper mill will be expected to advance in the agreed line of progression. However, an employee who, as a result of an illness or accident is unable to accept a promotion and where the Company and the Union have agreed that, on the basis of the evidence presented by the employee's doctor and the Medical Director he cannot perform the duties of the job to which he is to be promoted, he will be allowed to freeze. If necessary, the opinion of a third doctor will be sought.

26.02 - Should an employee who has been frozen request to be re-activated in promotional work, he shall make application to the Paper Mill Manager. Permission to re-activate will be given upon mutual agreement between Company and Union.

An employee, who receives permission to re-activate, will then perform all promotional work and training for a period of 12 months before he shall be eligible for permanent promotion.

Section 27

TRAINING

27.01 - Training time for the following classifications will be:

Relief Boss Machine Tender	1 week
Machine Tender	4 weeks
Back Tender	4 weeks
3rd Hand	3 weeks
4th Hand	3 weeks
5th & 6th Hand	2 weeks
Spares and Utility Man	1 week

Half of the specified time will be spent on module training and the other half on on-machine training. It is understood that both the module and on-machine training must be satisfactorily completed or the employee will be removed from the line of progression and assigned to the Labour Pool. The only exception to this will be that referred to in Article 26.01 Freezing.

27.02 - Employees on training will be paid at the rate they would have received had they not been on training. When attending classroom instruction outside of working hours, the employee will be paid one and one-half times his classified rate.

27.03 - The Company agrees that when establishing a training program, the Local Union Committee will be consulted and asked for their input.

27.04 - The Company undertakes to train the necessary personnel to fine tune the winders as required.

Section 28

**VACATIONS WITH PAY**

28.01 - After completion of one year of continuous service, each employee is entitled to a vacation with pay in each calendar year under the following conditions.

28.02 - Vacation taken in any calendar year shall be based on the work performed in the preceding calendar year, except in the case of new employees as provided in Clause 28.10.

28.03 - Management will give due consideration to accumulation of paid vacations if taken between October 1st and May 31st subject to the other provisions of this Section.

28.04 - Length of vacations shall be determined as follows:

All employees who have completed service of  
1 year or more are entitled to 2 weeks vacation  
4 years or more are entitled to 3 weeks vacation  
9 years or more are entitled to 4 weeks vacation  
20 years or more are entitled to 5 weeks vacation  
25 years or more are entitled to 6 weeks vacation

28.05 - All employees in the year they attain the following ages and who have completed 25 or more years of continuous service will be entitled to the following week(s) vacation with pay in addition to their regular vacation.



Age 60 -- 1 week

Age 61 -- 2 weeks

Age 62 -- 3 weeks

Age 63 -- 4 weeks

Age 64 -- 5 weeks

28.06 - Employees taking vacations during the period January 1 to April 30, will receive along with normal vacation pay, an additional 4 hours' pay per week at their regular rate.

28.07 - Three or more consecutive weeks of vacation may be taken, provided that they fall in the period from January 1st to May 31st or October 1st to December 31st, all dates inclusive. Only with the consent of Management can this provision be altered. If any part of the vacation period falls within the period June 1st to September 30th a maximum of 2 weeks of vacation may be taken. Additional vacation weeks in this time period, if available, must be arranged at a time suitable to Management.

28.08 - Except in determining the first vacation period for new employees, vacation eligibility for any year shall be computed as of January 1st of that year and shall be determined by the number of hours worked in the preceding calendar year as follows:

(a) To qualify for full vacation, an employee on a 40-hour schedule must have worked 1,365 hours in the preceding year. On a 37-1/3 hour schedule the employee must have worked 1,293 hours in the preceding year. If an employee has been working on both 40 and 37-1/3 hour schedules in the preceding year, he must have worked a minimum of 1,310 hours.

(b) Time lost by an employee due to illness or occupational injury shall be recognized as time worked for vacation purposes. An employee who has been absent from work as a result of illness or occupational injury for one calendar year or more will receive vacation with pay in the first year of his absence but will not be entitled to further vacation pay until he has returned to work, at which time the employee will be allowed his full accrued vacation entitlement.

(c) Vacations shall commence with a Sunday and end with a Saturday for employees on a 40 hr. work week. For those employees on a 37-1/3 hour work week and a 6 - 3 schedule, a week of vacation will commence the first day of the scheduled six-day work period and continue for six consecutive days.

28.09 - Vacation pay will be based on 2.4% of the previous year's earnings for each week of vacation with the understanding that the weekly vacation pay will not be less than the employee's regular hourly rate in effect at the time of the employee's vacation, multiplied by 40.

28.10 - A new employee is not eligible for his first vacation until one full year after his original date of employment, except that an employee hired after December 15th of any year may be permitted to take his first vacation on or after December 15th of the following year.

28.11 - Notwithstanding any other provision of this Section, no employee shall receive less vacation time allowance nor less vacation pay than that to which he would be entitled under the Employment Standards Act.

Section 29

BEREAVEMENT LEAVE

29.01(a) - When a death occurs to a parent, step-parent, brother, sister, step-brother, step-sister, father-in-law, mother-in-law, grandparent or grandchild of an employee, the employee will be granted leave of absence and shall be paid for 8 hours at his regular straight time rate for 3 consecutive working days lost in a 1-day period beginning with the date of death.

(b) - When death occurs to a spouse or child of an employee, the employee will be granted leave of absence and shall be paid for 8 hours at his regular straight time rate for 5 consecutive working days lost in a 1-day period beginning with the date of death.

(c) - The intent of this clause is to allow the employee to attend the funeral without loss of earnings as per 29.01 (a) or (b). However, when distance prevents the employee from attending the funeral, one day of compassionate leave will be allowed within a 1-day period, beginning with the date of death.

(d) - If the death of one of the relatives specified in the collective agreement occurs while an employee is on vacation, the vacation will be interrupted so that the employee gets the benefit.

29.02 - Pay for bereavement leave will be at straight time even though one or more days of bereavement leave occur on a Sunday or a paid holiday.

29.03 - To be entitled to such leave of absence an employee must have 30 or more days of service with the Company and must make application for this payment within 30 days after the time lost.

Section 30

JURY DUTY PAY

30.01 - Employees will be reimbursed for the difference between Jury Duty pay and regular straight time rate for scheduled hours lost exclusive of any premium.

Section 31

SUBPOENAED WITNESS

31.01 - Employees will be reimbursed for the difference in pay between that of a subpoenaed witness and their regular straight time rate for scheduled hours lost, exclusive of any premium. In the event that the witness is testifying against the Company this Article will not apply.

Section 32

STATUTORY HOLIDAYS

32.01 - The following days are recognized as holidays:

	<u>Hours of Statutory Holiday</u>	<u>Hours of Pay</u>
New Year's Day	24	8
+ One Consecutive Day	24	8
Canada Day	24	8
Labour Day	24	8
Christmas Day	24	8
Boxing Day	24 *	8
*Day After Boxing Day	<u>24 *</u>	<u>8 *</u>
TOTAL	168 *	56 *

The actual times for the Christmas and New Year's plus One Consecutive Day statutory holidays will be -

Christmas Day, December 24 - 8:00 a.m. to Day After Boxing Day, December 27 - 8:00 a.m.

New Years Day plus ONE Consecutive Day, December 31 - 8:00 a.m. to January 2 - 8:00 a.m.

The Company will make every effort to ensure that all maintenance work is completed by 4:00 p.m. on December 24.

Total amount of Statutory Holiday pay and floating pay will be 96 hours.

32.02 - For the paid holidays listed above the paper machines will be shut down one hour before the holiday begins to commence wash-up.

32.03 - All employees who worked the day previous to any of the above holidays or the last regular shift which they were required to work before the holiday, shall be paid for such holidays.

An employee will receive the regular rate of pay of the job that he would have worked, had he been at work, on the statutory holiday.

32.04(a) - For employees on a 40 hour work week, when one of these statutory holidays falls within an employee's annual vacation period, his vacation period shall be extended one day (2 days for Christmas and New Year's), the day(s) to be added at the beginning or the end of the vacation period as mutually agreed by the employee and his supervisor.

(b) - For employees on a 37-1/3 work week, should a statutory holiday fall within the vacation period, no additional day will be taken off for the holiday. In the event that two statutory holidays fall within the vacation period, the employee's vacation will be extended by one day, the day to be added at the beginning or the end of the vacation period as mutually agreed by the employee and his supervisor.

32.05 - An employee who is required to work on any of these statutory holidays shall be given a day(s) off, on a date mutually satisfactory to the employee and to the supervisor of his department.

However such day(s) off must be taken within a 4-week period, after the holiday, including the week in which the holiday occurred. Following are exceptions to this Clause:

- (a) No dayworker shall consider a statutory holiday as a day off.
- (b) A shift worker whose day off falls on a statutory holiday must consider it as a day off.
- (c) Any shift worker whose shift schedule requires him to work on a statutory holiday will not be required to take another day off unless he so desires.

Section 33

OPERATION OF THE MILL DURING A STATUTORY HOLIDAY

33.01 - Notwithstanding the provisions of the Collective Agreements and in particular those provided for in Article 32.01, the Company will have the right to operate the mill during the statutory holidays of Canada Day and New Year's Day and + One Consecutive Day.

33.02 - The Company will attempt to advise the union sixty (60) calendar days in advance of its intention to operate on a statutory holiday. Under no circumstance will the notification period be less than thirty (30) calendar days.

33.03 - When production continues during the above statutory holidays, crews will be kept to a minimum to ensure efficient manufacturing, similar to a Saturday or Sunday.

33.04 a) - The statutory holiday will be paid on the basis of the revised statutory holiday schedule in the foregoing.

b) In addition to the statutory holiday pay, the employee who works during a scheduled mill holiday period during which the Company exercises its option to operate the mill will be paid as follows:

- i) double time is paid for hours worked during the scheduled statutory holiday.

33.06 a) - During the total shutdown of the mill for statutory holidays, procedures for shutdown and for start-up of the mill will be carried out during the hours of the designated shutdown.

b) - On statutory holidays when the mill is to be shut down, certain employees may be required to work up to four additional hours at the beginning of the statutory holiday and four additional hours at the end of the statutory holiday to perform shutdown and startup procedures respectively. These procedures will not be scheduled between 4:00 p.m. December 24 and 12:00 noon December 26.

c) - As in the past, employees may be called in from home to perform certain shutdown and startup job assignments. Departmental call in rules will apply. "The foregoing procedure will not apply to the Labour Day statutory holiday."

33.07 - During the mill statutory holiday shutdowns when the Company does not manufacture end products, the Company will schedule, on a voluntary basis, maintenance and Project Trades employees necessary to perform the required work. Should the number of qualified volunteers be insufficient to fill the required jobs, the Company will have the right to schedule, in reverse order of seniority, the necessary number of maintenance and Project Trades employees who possess the required skills and qualifications to efficiently perform the work in question.

It is understood that prior to the Company scheduling junior people, the option of utilizing outside trades will be exhausted.



33.08 - An employee who works during a statutory holiday when production is not scheduled as outlined will be paid according to Section 8.20.

#### Section 34

##### FLOATING HOLIDAYS

34.01(a) - An employee who completes 6 months of continuous service with the Company is entitled to 5 additional holidays with pay calculated at his regular occupational rate. No wages will be paid under this clause unless the employee actually takes the time off. An employee will receive the regular rate of pay of the job that he would have worked, had he been at work, on the floating holiday.

(b) - Employees recalled from lay-off, who have been employed for less than six months in a calendar year, will be entitled to one floating holiday for each accumulated two months of employment in that year.

34.02 - After accumulating six months employment in the calendar year, they will be entitled to the balance of the floating holidays provided under the terms of this section.

34.03 - If a shift worker is required to work extra shifts as a result of his mate taking any of these days off, he shall be paid at the rate of time and one-half for such extra shifts. These holidays shall be taken on a schedule that will not interfere with the efficiency of operations. If an employee is required to work on any of these holidays after definite dates have been agreed upon, he shall be paid at the rate of time and one-half for all work performed on these days.

34.04 - All requests for a floating holiday will be posted on bulletin boards as received by the department head. At least 7 days before the desired day off the employee will have his request granted or an alternative date will be mutually agreed upon. All such holidays must be scheduled on or before October 1st each year. If not scheduled by October 1st, the supervisor shall assign the day(s) that this holiday is to be taken.

#### Section 35

##### **SEVERANCE PAY**

35.01 - All persons who are employed on a year around basis on jobs within the Union's jurisdiction who have 18 months or more of continuous service will be eligible for severance pay when laid off by Company action because there is no work available to which their seniority entitles them. For the purpose of qualifying for severance pay, adjusted Seniority will be considered as continuous service.

- (a) A laid off employee entitled to severance pay will be paid 2 percent of his total earnings for the last full period of continuous service. One-half of his severance pay due will be paid after the employee has been laid off 6 weeks. The second half of the severance pay due will be paid after the employee has been laid off 3 months.
- (b) An employee's recall rights will not be affected in any manner because of the payment of Severance pay. He will, however, be expected to accept whatever employment is offered to him. If recall occurs before the time when the severance payment is due, no such payment will be made. Or, if an employee is offered recall according to the applicable recall provision in his case and it is refused, all recall and severance pay rights are automatically cancelled.
- (c) If an employee is recalled after having received all of his severance pay due to him, he will start as of the date of his return to accumulate a new period of time which will be credited toward any future layoff.
- (d) If an employee is recalled after having received one-half of the severance pay due him, he will, upon return to work, start accumulating a new period of time which will, in addition to the unpaid portion, be credited toward any future layoff.

#### Section 36

#### DIRECT BANKING

3.01 - An employee's weekly pay will be deposited with a banking institution of the employee's choice. The employee will give to the company the name of the banking institution and bank account. Pay stubs will be distributed by supervisors or designates at the mill.

Section 37

**MILL ENTRANCE**

37.01 - Pathways from the employee entrance to the major work areas will be paved and the Company undertakes to keep these pathways clean and to advise truck operators that they are not to park on them.

Section 38

**WASHROOMS**

38.01 - The following facilities are being cleaned and supplies checked 7 days a week:

New Mill main locker room and washroom

Wet and Dry End washrooms

North End Wrapper Room washroom

Pulp Mill washroom and Waste Paper washroom.

section 39

**OCCUPATIONAL HEALTH AND SAFETY**

39.01 - The composition of the Union-Management Health and Safety Committee will be 2 representatives each from Locale 101 and 84 and 1 representative each from Locals 35-0, 666, 914, 268, 2737. The Local Unions will be responsible to assure that their representative(s) attend all safety meetings.

39.02 - The Company will, through the Union Management Health and Safety Committee, keep employees informed on new and existing equipment and chemicals being used. Requests for the monitoring of conditions or substances in the work place should be made through either supervisors or the Health & Safety Committee.

39.03 - When as a result of a serious accident, a department manager has been called into the mill, the department manager OR the Supervisor, Loss Control will call a Safety Representative.

39.04 - If a member of the Health & Safety Committee feels that an interim meeting is required he will contact the Supervisor, Loss Control or Labour Relations Manager and together they will determine if a meeting is necessary.

39.05 - When safety meetings are called, the Safety Representative, except in an emergency, will be released from his job in order to attend the meeting.

39.06 - When an employee is assigned to a department for the first time the department will be advised so that the supervisor will review with the employee his duties and the safety hazards.

#### Section 40

##### HAZARDOUS MATERIAL

40.01 - Following the recommendation of the Health & Safety Committee, those pipe lines carrying hazardous material will be identified and labelled by the end of 1984. Following this, those process lines that have not been labelled will also be done.

Section 41

**MEDICAL DEPARTMENT**

41.01 - The Medical Department will be manned on statutory holidays and when extensive maintenance is being performed. It will also be manned in the event of an emergency such as a **SNOWSTORM** serious enough to prohibit employees from coming into work.

Section 42

**UNION BUSINESS**

42.01 - When a Union executive has approval to be absent from work for Union Business of up to a maximum period of two weeks at any one time, the Company will pay his wages for the period of absence.

Once per month the Company will invoice the Union for the gross amount of these wages paid and the Union will repay the Company within 30 days. Any outstanding invoices past the due date will be deducted from the monthly union dues remittance, except no deduction shall be made where the amount of the invoice is in dispute.

42.02 - When a Union Officer requests to be off the job for a Union meeting, a replacement will be provided in time to allow him to attend the meeting.

Section 43

**RETIREMENT AND GROUP INSURANCE PLANS**

43.01 - The following benefit plans which are described in separate documents, form part of this labour agreement; Retirement Plan, Life Insurance Plan, Major Medical Plan, Sickness and Disability Plan, Long Term Disability Plan, Dental Plan and Vision Care Plan.

43.02 - Subject to the provisions of 43.05 the Company will pay the premium for Semi-Private Hospital Plan coverage.

43.03 - Subject to the provisions of 43.04, 43.05 & 43.06 the Company will enroll all pensioners 65 years of age and over and their eligible dependents in the Major Medical Plan (no deductible), and the Semi-Private Hospital Plan.

**43.04 - SUPPLEMENTARY HEALTH  
AND SEMI-PRIVATE PLANS**

All Changes in government benefits which may result in additional costs being transferred to the Benefit Plans will not be reimbursed by the Plans and will be at the cost of the retiree.

The Benefit Plans will not cover items which are already covered by provincial or federal laws. If the provincial or federal governments adopt new laws or regulations offering benefits already covered by the Company Benefit Plans, the Plans will be amended to cancel those Benefits. Any financial gain resulting from this will be credited to the Company.

**43.05 - RETIREE BENEFITS**

- a) A joint committee composed of one representative from each union and representatives from management, will be formed within 12 months of ratification of the collective agreement.

- b) The mandate of the joint committee will be to review the status of retiree benefits and identify measures to reduce the cost of the Supplementary Health Care Plan and the Semi-Private Hospital Plan which will result in the Company's monthly premium for the two benefits combined being maintained at their 1993 level of \$100.31 (family) and \$50.16 (single).
- c) Providing a consensus is reached, a joint proposal will be presented to the respective principals for approval by December 1997. This joint proposal will then become effective 1 January 1998.
- d) If the joint committee fails to reach consensus or to obtain approval from the respective principals, the modifications contained herein will become effective on January 1, 1998 or July 1, 1998 as indicated.
- e) As an alternative proposal, the Company is prepared to give the administration of these retiree benefits to the Unions. The Company's only role will be to make the applicable premium payments to the respective Unions. The Unions will administer these retiree benefit plans. The Company will pay not more than a monthly premium of \$100.31 (family) or \$50.16 (single) for each eligible retiree toward retiree health care/hospital benefit coverage.



43.06 - RETIREES

A) **CURRENT RETIREES**

Current retirees are those retirees who have retired and who will retire prior to January 1, 1998 and who at the time of retirement were eligible for coverage (at least age 61 or 20 years of service).

1) **SUPPLEMENTARY HEALTH**

a) Effective 1 January 1998

i) reimbursement of drugs will be on the basis of "least expensive alternative" using the Ontario Drug Benefit (ODB) formulary;

ii) subject to the above, items reimbursed will be limited to those actually covered in 1993.

2) **SEMI-PRIVATE**

a) Effective 1 July 1998

i) the semi-private room rate will be capped at April 1993 levels for each hospital, for example:

Greater Niagara General Hospital	\$105/day
St. Catharines General Hospital	\$140/day
Hotel Dieu Hospital	\$139/day
Welland County General Hospital	\$110/day

ii) failing the availability of an April 1993 rate, the maximum reimbursed will be \$100 per day.

Example:

Semi-private room:  
If the April 1993 semi-private room rate at Hotel Dieu Hospital is \$139 per day, and the room rate increases to say, \$150, only \$139 will be reimbursed by the Plan.

43.06 B) EMPLOYEES RETIRING ON OR AFTER  
JANUARY 1, 1998 WITH 25 YEARS  
SERVICE WITH THE COMPANY

1) SUPPLEMENTARY HEALTH

a) Effective 1 January 1998

- i) the annual deductible will be \$25 for each insured employee and \$25 for each eligible dependent,
- ii) reimbursement of drugs will be on the basis of "least expensive alternative" using the Ontario Drug Benefit (ODB) formulary;
- iii) subject to the above, items reimbursed will be limited to those actually covered in 1993.

b) Effective 1 July 1998

- i) after satisfying the annual deductible, eligible expenses will be reimbursed at 50%;
- ii) the maximum reimbursable expenses for Supplementary Health and Semi-Private combined will be \$10,000 lifetime as a retiree;

2) SEMI-PRIVATE

a) Effective July 1, 1998

- i) the semi-private room rate will be capped at April 1993 levels for each hospital, for example:

Greater Niagara General Hospital	\$105/day
St. Catharines General Hospital	\$140/day
Hotel Dieu Hospital	\$139/day
Welland County General Hospital	\$110/day
- ii) failing the availability of an April 1993 rate, the maximum reimbursed will be \$100 per day.

Example :

Semi-private room:

If the April 1993 semi-private room rate at Hotel Dieu Hospital is \$139 per day, and the room rate increases to say, \$150, only \$139 will be reimbursed by the Plan.

43.06 C) **EMPLOYEES RETIRING ON OR AFTER  
JANUARY 1, 1998 WHO HAVE LESS THAN  
25 YEARS OF SERVICE WITH THE COMPANY**

1) **SUPPLEMENTARY HEALTH**

- a) Effective 1 January 1998
  - i) the annual deductible will be \$25 for each insured employee and \$25 for each eligible dependent,
  - ii) reimbursement of drugs will be on the basis of "least expensive alternative" using the Ontario Drug Benefit (ODB) formulary;
  - iii) subject to the above, items reimbursed will be limited to those actually covered in 1993.
- b) Effective 1 July 1998
  - i) after satisfying the annual deductible, eligible expenses will be reimbursed at 50%;
  - ii) the maximum reimbursable expenses for Supplementary Health and Semi-Private combined will be \$10,000 lifetime as a retiree;
- c) The employee is eligible to maintain coverage but must pay the full premium cost of the Plan.

2) **SEMI-PRIVATE**

- a) Effective 1 July 1998
  - i) the semi-private room rate will be capped at April 1993 levels for each hospital, for example:

Greater Niagara General Hospital	\$105/day
St. Catharines General Hospital	\$140/day
Hotel Dieu Hospital	\$139/day
Welland County General Hospital	\$110/day
  - ii) failing the availability of an April 1993 rate, the maximum reimbursed will be \$100 per day.

Example:

Semi-private room:

If the April 1993 semi-private room rate at Hotel Dieu Hospital is \$139 per day, and the room rate increases to say, \$150, only \$139 will be reimbursed by the Plan.

iii) the employee is eligible to maintain coverage but must pay the full premium cost of the Plan.

43.06 D) New employees, hired on or after the date of ratification (December 5/93) will not be eligible for any retiree benefits.

Section 44

ADJUSTMENT OF COMPLAINTS & GRIEVANCES

To prevent minor complaints from becoming grievances, an employee should first discuss his complaint with his immediate supervisor within nine calendar days after the circumstances giving rise to the complaint were known or should have been known. The supervisor shall give his response to the complaint within five calendar days and failing settlement or failing response, it may be then taken up as a grievance within seven calendar days following the advice of the immediate supervisor's decision in the following manner and sequence.

For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable.

For the purposes of this Article, reference to "days" relating to Steps in the grievance and arbitration procedure shall exclude Saturdays, Sundays and paid holidays.

1st Step

A grievance shall be presented in writing to the department (salaried) supervisor by the employee and/or his union representative. The department supervisor shall give his reply in writing within three working days of receiving the complaint.

### 2nd Step

If the department supervisor fails to adjust the grievance in a satisfactory manner, it shall be referred by the Union to the department manager/superintendent in writing within seven calendar days following the reply of the department supervisor. The department manager/superintendent shall give his reply in writing within seven calendar days.

### 3rd Step

If his reply is not satisfactory, the Union shall submit the grievance in writing to the appropriate manager or designate within ten calendar days from the date of the reply from the department manager.

The appropriate manager or designate will give his reply within ten calendar days, and if the reply is not considered satisfactory, the Union shall, within twenty calendar days notify the Company in writing of its intention to submit the matter to a Board of Arbitration.

The time limit between steps may be extended by mutual consent.

If a discharged employee claims that an injustice has been done him, an appeal shall be made to the appropriate manager or designate within two calendar days (Saturday, Sunday, and holidays excepted), and if it is found that the employee has been unjustly dismissed, he shall be reinstated without loss of seniority and shall be paid for all time he has lost as a result of his dismissal.

A policy or group grievance may be initiated by either party at Step 3 of the Grievance Procedure. Such grievance shall be filed within seven calendar days after the circumstances giving rise to the grievance.

## ARBITRATION

1. When the grieving party requests that a grievance be submitted to arbitration as provided in the foregoing Article, it shall make such requests in writing addressed to the other party to this Agreement, and state the matter at issue in concise terms and shall state in which respect the Agreement has been violated or misinterpreted by the reference to the specific clause or clauses relied upon. The notice shall also stipulate the nature of the relief or remedy sought. At the same time of notice, the party shall appoint a nominee. Within ten (10) days thereafter the other party shall appoint its nominee; provided, however, that if such party fails to appoint a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking arbitration procedure. The two nominees so appointed, shall select a mutually agreed upon Chairman. If the parties fail to reach agreement on the Chairman, then either party may apply to the Ministry of Labour for the Province of Ontario, who shall have the authority to appoint a Chairman.

2. No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

3. No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.

4. The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

5. The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and where there is no majority, the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.

6. Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the expenses, if any, of the chairman of the Arbitration Board.

7. Notwithstanding the foregoing, the parties may agree that any matter submitted by either of them to arbitration shall be dealt with by a single arbitrator.

8. a) Saturday, Sunday and Statutory Holidays are to be excluded in calculating the time limits specified in the Grievance and Arbitration procedure.

b) The time limits specified in the grievance procedure may be extended in accordance with the Ontario Labour Relations Act, Section 44 (6) except that in no case will a grievance be valid nor will Section 44 (6) apply if the grievance was not formally presented to the other party in writing within thirty (30) days of the occurrence grieved or if a grievance is not appealed for arbitration within forty-five (45) days after a written answer is received at the 3rd Step of the grievance procedure.

c) It is the intent of the parties that 8 b) will be interpreted in respect to the wording of Section 44 (6) in effect as of July 8, 1987.



9. The Board shall have jurisdiction to determine whether a grievance is arbitrable.

10. The Board in respect to a grievance involving discharge and discipline may substitute such other penalty for the discharge and discipline as seems just and reasonable in all the circumstances.

#### Section 45

##### INTERRUPTION OF WORK

45.01 - It is agreed that there shall be no strikes, walk-outs, lock-outs or other similar interruption of work during the term of this agreement, and every effort shall be made to adjust grievances through the regular channels established in the grievance procedure.

#### Section 46

##### TEAMWORK

46.01 - The Company and Union are committed to creating a work environment which enhances employee satisfaction through joint and individual initiative. The parties agree to the formation of a joint union/management committee within six (6) months of the ratification of the Collective Agreement. Either party may terminate their participation at any time.

Within 24 months of formation, the committee will make recommendations back to the Company/Union as to how the subject of teamwork can be studied. If the subject has application to the work culture at the Thorold division the committee will provide recommendations for its implementation and a proposed action plan and timetable.

The Committee will consist of one (1) member from each union along with representation from management. Each party will determine their participants. All decisions will be by consensus.

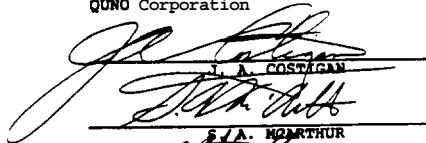
#### Section 47

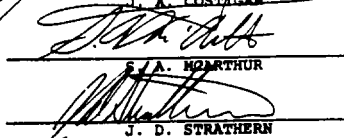
##### GENDER

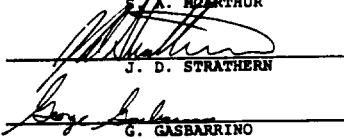
47.01 - Whenever the masculine gender is used in this agreement, it shall in all cases refer to and include the feminine gender as well.

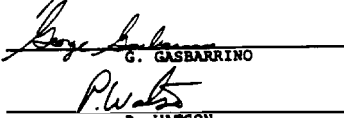
SIGNED and executed at Thorold, Ontario,  
this 12th day of November, 1993.


QUNO Corporation

  
\_\_\_\_\_  
J. A. COSTIGAN

  
\_\_\_\_\_  
S. A. MCARTHUR

  
\_\_\_\_\_  
J. D. STRATHERN

  
\_\_\_\_\_  
G. GASBARRINO

  
\_\_\_\_\_  
P. WATSON

COMMUNICATIONS, ENERGY AND  
PAPERWORKERS UNION

- LOCAL 101

  
\_\_\_\_\_  
C. MAKOWSKI

  
\_\_\_\_\_  
R. COPLEN

WAGE SCHEDULE

Hourly Rates (7-Day Operations)

MACHINE ROOM

Hourly rates on the machines are based on Paper Makers' Standard Minimum Wage Schedule as currently revised.

WIDTHS - Widths of machines are definitely established. Starting with 100 inches and up to, but not including 110 inches is a group unit called Class 1. Starting with 110 inches and up to, but not including 120 inches is a group unit called Class 2. This same applies all the way across the width differential line.

SPEEDS - Starting with 400 feet and up to, but not including 450 feet is a group unit called Class 1. Starting with 450 feet and up to, but not including, 500 feet is a group unit called Class 2. In the speed line the classifications of machines will advance if the speed is increased sufficiently to put them over the 50 foot differential line into higher classes.

A 100 inch machine is established as the minimum width for all machines less than 100 inches in width. Fourdrinier widths shall be determined by the face width of the breast roll. All speed calculations will be taken at the reel drum (finished end).

FREQUENCY OF SPEED RATE ADJUSTMENTS - Rates will be adjusted either upward or downward as required by the Scale according to the average speed, excluding start-ups and shutdowns, over a two-week period while running standard newsprint. While running other papers the previous average newsprint speed rate will be applied for the duration of the run and until the previous average newsprint speed is reattained.

In the application of this scale, the common labour or base rate in the individual mill shall be the determining factor. Where the common labour or base rate is either lower or higher than the lowest rate shown for sixth hands on the scale, the amount necessary to make equal the common labour or base rate and the lowest sixth hand rate on the scale, shall be added to or taken from all classifications on the scale, whichever the case may be.

RELIEF BOSS MACHINE TENDERS

Relief Boss Machine Tenders or Supervisors on paper machines shall receive 4¢ per hour higher than the rate paid to the highest paid Machine Tender for machines over 150 inches.

7 - DAY OPERATION  
 PAPERMAKERS WAGE SCHEDULE - 40 HOUR WEEK  
 HOURLY RATES EFFECTIVE MAY 1, 1993

CLASS NO	MACHINE TENDER RATE	BACK TENDER RATE	THIRD HAND RATE	FOURTH HAND RATE	FIFTH HAND RATE	SIXTH HAND RATE
20	23.92	22.69	21.13	20.03	19.50	19.03
21	24.00	22.83	21.24	20.06	19.52	19.03
22	24.09	22.99	21.32	20.08	19.54	19.05
23	24.32	23.14	21.37	20.10	19.57	19.05
24	24.39	23.24	21.44	20.11	19.61	19.05
25	24.52	23.35	21.53	20.13	19.63	19.10
26	24.66	23.46	21.56	20.18	19.64	19.10
27	24.74	23.53	21.68	20.20	19.67	19.10
28	24.82	23.61	21.70	20.21	19.77	19.11
29	24.92	23.66	21.79	20.26	19.78	19.11
30	25.05	23.71	21.89	20.27	19.79	19.11
31	25.14	23.87	21.99	20.32	19.81	19.14
32	25.27	24.00	22.03	20.36	19.82	19.14
33	25.35	24.09	22.11	20.37	19.84	19.14
34	25.49	24.27	22.21	20.38	19.89	19.16
35	25.58	24.32	22.28	20.42	19.90	19.16
36	25.65	24.44	22.31	20.46	19.92	19.16
37	25.71	24.51	22.36	20.47	19.99	19.18
38	25.84	24.64	22.44	20.51	20.03	19.18
39	25.95	24.72	22.49	20.55	20.06	19.18
40	25.97	24.78	22.59	20.61	20.08	19.18
41	26.10	24.87	22.65	20.66	20.09	19.23
42	26.23	25.05	22.67	20.76	20.10	19.23
43	26.32	25.07	22.76	20.79	20.11	19.23
44	26.44	25.18	22.83	20.85	20.18	19.23
45	26.53	25.27	22.96	20.95	20.21	19.26
46	26.62	25.35	22.99	20.98	20.26	19.26
47	26.72	25.51	23.07	21.02	20.27	19.26
48	26.75	25.58	23.18	21.02	20.32	19.35
49	26.85	25.65	23.19	21.05	20.37	19.36
50	26.87	25.71	23.23	21.10	20.38	19.40

7 - DAY OPERATION  
 PAPERMAKERS WAGE SCHEDULE - 40 HOUR WEEK  
 HOURLY RATES EFFECTIVE MAY 1, 1993

CLASS NO.	MACHINE TENDER RATE	BACK TENDER RATE	THIRD HAND RATE	FOURTH HAND RATE	FIFTH HAND RATE	SIXTH HAND RATE
51	26.91	25.77	23.25	21.16	20.42	19.42
52	27.09	25.85	23.27	21.18	20.46	19.48
53	27.13	25.95	23.32	21.23	20.51	19.50
54	27.19	26.04	23.40	21.32	20.55	19.51
55	27.27	26.12	23.54	21.33	20.56	19.55
56	27.40	26.20	23.56	21.36	20.57	19.56
57	27.50	26.34	23.65	21.40	20.59	19.62
58	27.57	26.39	23.71	21.41	20.60	19.63
59	27.68	26.48	23.76	21.44	20.61	19.64
60	27.78	26.64	23.81	21.49	20.63	19.65
61	27.84	26.72	23.97	21.50	20.69	19.67
62	27.93	26.86	24.08	21.53	20.75	19.68
63	28.00	26.91	24.12	21.63	20.85	19.77
64	28.09	26.99	24.16	21.65	20.86	19.79
65	28.16	27.13	24.20	21.68	20.90	19.81
66	28.34	27.19	24.31	21.69	20.95	19.83
67	28.40	27.26	24.43	21.71	20.99	19.86
68	28.49	27.40	24.49	21.74	21.02	19.90
69	28.60	27.50	24.52	21.79	21.04	19.91
70	28.72	27.58	24.56	21.84	21.05	19.92
71	28.81	27.67	24.68	21.91	21.11	19.94
72	28.97	27.81	24.80	21.94	21.13	19.98
73	29.12	27.93	24.86	22.08	21.19	20.03
74	29.30	28.05	24.96	22.11	21.30	20.06
75	29.38	28.12	25.01	22.19	21.37	20.07
76	29.57	28.25	25.18	22.26	21.41	20.08
77	29.69	28.38	25.24	22.34	21.47	20.09
78	29.84	28.52	25.31	22.41	21.52	20.11
79	29.97	28.65	25.40	22.49	21.57	20.13
80	30.16	28.78	25.48	22.51	21.65	20.18
81	30.25	28.81	25.58	22.66	21.71	20.21

7 - DAY OPERATION  
**PAPERMAKERS WAGE SCHEDULE - 40 HOUR WEEK**  
**HOURLY RATES EFFECTIVE M Y 1, 1993**

CUSS NO.	MACHINE TENDER RATE	SACK TENDER RATE	THIRD HAND RATE	FOURTH HAND RATE	FIFTH HAND RATE	SIXTH HAND RATE
82	30.38	28.94	25.65	22.70	21.76	20.23
83	30.58	29.08	25.69	22.78	21.82	20.27
84	30.64	29.16	25.83	22.83	21.91	20.31
85	30.89	29.31	25.93	22.96	21.97	20.32
86	30.99	29.40	25.98	23.01	22.05	20.36
87	31.14	29.57	26.08	23.09	22.08	20.38
88	31.28	29.67	26.19	23.14	22.11	20.39
89	31.44	29.71	26.26	23.24	22.18	20.41
90	31.56	29.92	26.32	23.27	22.23	20.46
91	31.72	30.00	26.44	23.39	22.31	20.47
92	31.88	30.08	26.53	23.41	22.34	20.50
93	32.00	30.25	26.64	23.53	22.43	20.55
94	32.10	30.35	26.71	23.56	22.44	20.56
95	32.24	30.43	26.78	23.64	22.47	20.57
96	32.34	30.53	26.86	23.68	22.49	20.59
97	32.45	30.62	26.91	23.72	22.51	20.60
98	32.55	30.72	26.99	23.77	22.59	20.61
99	32.64	30.78	27.08	23.81	22.62	20.63
100	32.78	30.89	27.13	23.92	22.65	20.64



7 - DAY OPERATION  
 PAPERMAKERS WAGE SCHEDULE - 40 HOUR WEEK  
 HOURLY RATES EFFECTIVE MAY 1, 1994

CLASS NO.	MACHINE TENDER RATE	BACK TENDER RATE	THIRD HAND RATE	FOURTH HAND RATE	FIFTH HAND RATE	SIXTH HAND RATE
82	30.68	29.23	25.91	22.93	21.98	20.43
83	30.89	29.37	25.95	23.01	22.04	20.47
84	30.95	29.45	26.09	23.06	22.13	20.51
85	31.20	29.60	26.19	23.19	22.19	20.52
86	31.30	29.69	26.24	23.24	22.27	20.56
87	31.45	29.87	26.34	23.32	22.30	20.58
88	31.59	29.97	26.45	23.37	22.33	20.59
89	31.75	30.01	26.52	23.47	22.40	20.61
90	31.88	30.22	26.58	23.50	22.45	20.66
91	32.04	30.30	26.70	23.62	22.53	20.67
92	32.20	30.38	26.80	23.64	22.56	20.71
93	32.32	30.55	26.91	23.77	22.65	20.76
94	32.42	30.65	26.98	23.80	22.66	20.77
95	32.56	30.73	27.05	23.88	22.69	20.78
96	32.66	30.84	27.13	23.92	22.71	20.80
97	32.77	30.93	27.18	23.96	22.74	20.81
98	32.88	31.03	27.26	24.01	22.82	20.82
99	32.97	31.09	27.35	24.05	22.85	20.84
100	33.11	31.20	27.40	24.16	22.88	20.85

7 - DAY OPERATION  
 PAPERMAKERS WAGE SCHEDULE - 40 HOUR WEEK  
 HOURLY RATES EFFECTIVE ~~MY~~ 1, 1995

CLASS NO.	MACHINE TENDER RATE	BACK TENDER RATE	THIRD HAND RATE	FOURTH HAND RATE	FIFTH HAND RATE	SIXTH HAND RATE
20	24.52	23.26	21.66	20.53	20.00	19.51
21	24.60	23.41	21.77	20.56	20.02	19.51
22	24.69	23.57	21.85	20.58	20.04	19.53
23	24.93	23.72	21.90	20.60	20.07	19.53
24	25.00	23.82	21.97	20.61	20.11	19.53
25	25.14	23.93	22.08	20.63	20.13	19.58
26	25.28	24.05	22.11	20.69	20.14	19.58
27	25.36	24.13	22.23	20.71	20.17	19.58
28	25.45	24.21	22.25	20.72	20.27	19.59
29	25.55	24.26	22.34	20.77	20.28	19.59
30	25.68	24.31	22.44	20.78	20.29	19.59
31	25.77	24.47	22.54	20.83	20.31	19.62
32	25.90	24.60	22.58	20.87	20.32	19.62
33	25.98	24.69	22.66	20.88	20.34	19.62
34	26.13	24.88	22.77	20.89	20.39	19.64
35	26.23	24.93	22.84	20.93	20.40	19.64
36	26.30	25.05	22.87	20.97	20.42	19.64
37	26.36	25.13	22.92	20.98	20.49	19.66
38	26.49	25.26	23.00	21.03	20.53	19.66
39	26.60	25.34	23.05	21.07	20.56	19.66
40	26.62	25.41	23.16	21.13	20.58	19.66
41	26.76	25.50	23.22	21.18	20.59	19.71
42	26.89	25.68	23.24	21.28	20.60	19.71
43	26.98	25.70	23.33	21.32	20.61	19.71
44	27.10	25.81	23.41	21.38	20.69	19.71
45	27.20	25.90	23.54	21.48	20.72	19.74
46	27.29	25.98	23.57	21.51	20.77	19.74
47	27.39	26.16	23.65	21.55	20.78	19.74
48	27.43	26.23	23.76	21.55	20.83	19.83
49	27.53	26.30	23.77	21.58	20.88	19.84
50	27.55	26.36	23.81	21.63	20.89	19.88

7 - DAY OPERATION  
 PAPERMAKERS WAGE SCHEDULE - 40 HOUR WEEK  
 HOURLY RATES EFFECTIVE MY 1, 1995

CLASS NO.	MACHINE TENDER RATE	BACK TENDER RATE	THIRD HAND RATE	FOURTH HAND RATE	FIFTH HAND RATE	SIXTH HAND RATE
51	27.59	26.42	23.83	21.69	20.93	19.90
52	27.77	26.50	23.85	21.71	20.97	19.97
53	27.81	26.60	23.90	21.76	21.03	20.00
54	27.87	26.69	23.98	21.85	21.07	20.01
55	27.95	26.78	24.14	21.86	21.08	20.05
56	28.09	26.86	24.16	21.89	21.09	20.06
57	28.20	27.00	24.25	21.93	21.11	20.12
58	28.27	27.05	24.31	21.94	21.12	20.13
59	28.38	27.14	24.36	21.97	21.13	20.14
60	28.48	27.31	24.41	22.03	21.15	20.15
61	28.54	27.39	24.57	22.05	21.21	20.17
62	28.63	27.54	24.68	22.08	21.27	20.18
63	28.70	27.59	24.73	22.18	21.38	20.27
64	28.80	27.67	24.77	22.20	21.39	20.29
65	28.87	27.81	24.81	22.23	21.43	20.31
66	29.05	27.87	24.92	22.24	21.48	20.33
67	29.11	27.94	25.04	22.26	21.52	20.36
68	29.20	28.09	25.10	22.29	21.55	20.40
69	29.32	28.20	25.14	22.34	21.57	20.41
70	29.45	28.28	25.18	22.39	21.58	20.42
71	29.54	28.37	25.30	22.46	21.64	20.44
72	29.70	28.51	25.43	22.49	21.66	20.48
73	29.85	28.63	25.49	22.63	21.72	20.53
74	30.03	28.75	25.59	22.66	21.83	20.56
75	30.12	28.83	25.64	22.75	21.90	20.57
76	30.32	28.96	25.81	22.82	21.94	20.58
77	30.44	29.09	25.87	22.90	22.01	20.59
78	30.59	29.24	25.94	22.97	22.07	20.61
79	30.72	29.37	26.03	23.05	22.12	20.63
80	30.92	29.51	26.12	23.08	22.20	20.69
81	31.01	29.54	26.23	23.23	22.26	20.72

7 - DAY OPERATION  
 PAPERMAKERS WAGE SCHEDULE - 40 HOUR WEEK  
 HOURLY RATES EFFECTIVE M Y 1, 1995

CLASS NO.	MACHINE TENDER RATE	BACK TENDER RATE	THIRD HAND RATE	FOURTH HAND RATE	FIFTH HAND RATE	SIXTH HAND RATE
82	31.14	29.67	26.30	23.27	22.31	20.74
83	31.35	29.81	26.34	23.36	22.37	20.78
84	31.41	29.89	26.48	23.41	22.46	20.82
85	31.67	30.04	26.58	23.54	22.52	20.83
86	31.77	30.14	26.63	23.59	22.60	20.87
87	31.92	30.32	26.74	23.67	22.63	20.89
88	32.06	30.42	26.85	23.72	22.66	20.90
89	32.23	30.46	26.92	23.82	22.74	20.92
90	32.36	30.67	26.98	23.85	22.79	20.97
91	32.52	30.75	27.10	23.97	22.87	20.98
92	32.68	30.84	27.20	23.99	22.90	21.02
93	32.80	31.01	27.31	24.13	22.99	21.07
94	32.91	31.11	27.38	24.16	23.00	21.08
95	33.05	31.19	27.46	24.24	23.03	21.09
96	33.15	31.30	27.54	24.28	23.05	21.11
97	33.26	31.39	27.59	24.32	23.08	21.12
98	33.37	31.50	27.67	24.37	23.16	21.13
99	33.46	31.56	27.76	24.41	23.19	21.15
100	33.61	31.67	27.81	24.52	23.22	21.16

FOOTNOTES TO PAPERMAKERS' WAGE SCHEDULE

PAPER MACHINES

Swing Crews - Paper Machines

The swing crews on the paper machines shall be paid throughout the week at the maximum rates to which they are entitled on any machine on which they work. Such rates to be based on the recognized Papermakers' Wage Schedule.

UTILITY CREW

Head Utility Man

This rate to equal the highest Third Hand rate plus 13¢ per hour.

Utility Man

This rate to equal the highest Fifth Hand rate plus 8¢ per hour.

REWINDERS

Langston Rewinder Operator

This rate to equal the highest Fourth Hand rate plus 10¢ per hour.

Langston Rewinder Helper

This rate to equal the highest Sixth Hand rate plus 11¢ per hour.

PAPER MILL ROVER

<u>May 1, 1993</u>	<u>May 1, 1994</u>	<u>May 1, 1995</u>
19.06	19.25	19.54

Speed in Feet Per Minute

PAPER MACHINE CLASSIFICATIONS

Width of Machines in Inches

Speed (FPM)	100	110	120	130	140	150	160	170	180	190	200	210	220	230	240	250	260	270	280	290	300	310	320	330	340	350
100	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26
400	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27
500	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
600	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29
700	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
750	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
800	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
850	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33
900	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34
1000	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35
1100	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36
1200	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37
1300	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38
1400	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39
1500	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40
1600	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41
1700	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42
1800	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43
1900	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44
2000	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45



LETTER OF UNDERSTANDING

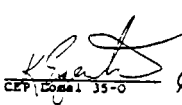

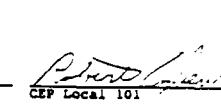

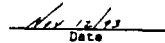
LOCALS 35-0, 84, 101

SENIORITY

In the event of a reduction in the work force in any department, employees will be demoted first by reverse job seniority and then by reverse departmental seniority. From that point they will be sent to the Central Labour Pool.

Employees will be laid off and recalled by mill seniority with the Company. In each of the above cases, employees who remain, or are recalled will have the skill and ability as outlined in the appropriate sections of this collective agreement to satisfactorily perform the available work. For the purpose of this letter only, layoff and recall will be by mill seniority from the Central Labour Pool, composed of the combined jurisdictions of Locals 35-0, 84, 101.

The seniority provisions of the current Collective Agreement will apply.

 CEP Local 35-0	 CEP Local 84	 CEP Local 101
 QUNO Corporation	 Date	



LETTER OF AGREEMENT

The undersigned hereby agree to the following Letter of Intent effective for the term of the Collective Agreement May 1, 1993 to April 30, 1998.

Article 10.04 will be paid for employees who qualify for wire pay on the following basis:

When the Paper Machines operate on a seven (7) day basis, the crews on shift will be paid on the following basis:

1st wire · 8 hours minus 2 hours plus 6 hours = 12 hours pay

2nd wire · 8 hours minus 2 hours plus 6 hours plus 6 hours = 18 hours pay

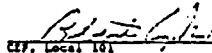
3rd wire · 8 hours minus 4 hours plus 6 hours plus 6 hours plus 6 hours = 22 hours pay


4th wire - 22 hours plus 2 hours = 24 hours pay


5th wire · 24 hours plus 2 hours = 26 hours pay

6th wire - 26 hours plus 2 hours = 28 hours pay

and so on for each additional wire, provided they stay for the completion of the wire.

  
\_\_\_\_\_  
Off. Local 101

  
\_\_\_\_\_  
PINO Corporation

  
\_\_\_\_\_  
Date

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