

**COLLECTIVE
AGREEMENT**

SOURCE	<i>Company</i>		
DATE	<i>01</i>	<i>05</i>	<i>84</i>
TERM.	<i>30</i>	<i>04</i>	<i>87</i>
EMPLOYEES	<i>284</i>		
NOMBRE D'EMPLOYÉS			

Between

ST. MARYS PAPER INC.
SAULT STE-MARIE, ONTARIO

and

**CANADIAN PAPERWORKERS
UNION C.L.C.**

Local No. 67

APR 3 1985

114101

May 1, 1984 - April 30, 1987

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COLLECTIVE AGREEMENT

BETWEEN

ST. MARYS PAPER INC.
SAULT STE. MARIE, ONTARIO

AND

CANADIAN PAPERWORKERS UNION
AND ITS LOCAL 67

MAY 1, 1984 - APRIL 30, 1987

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May 1, 1984

COLLECTIVE AGREEMENT

Between

**ST. MARYS PAPER INC.
SAULT STE. MARIE**

and

**CANADIAN PAPERWORKERS UNION - C.L.C.
AND ITS LOCAL #67**

1. PARTIES

1.01 This Agreement is between, St. Marys Paper Inc., referred to herein as the Company, and the Canadian Paperworkers Union, C.L.C., and its Local 67, referred to herein as the Union, covering the mill of the Company at Sault Ste. Marie, Ontario.

2. OPERATION

2.01 The mutual interest of employer and employee is recognized by this agreement for the operation of the entire Plant under methods that will promote to the fullest extent: safety to the employee, economy of operation, quality and

quantity of output, cleanliness of Plant and protection of property; and it **is** recognized by this agreement to be the duty of the parties to this agreement and of all employees to cooperate fully, individually and collectively, for the advancement of these conditions.

2.02 The Unions undertake to cooperate with Management **in** reducing absenteeism.

2.03 Use of the masculine gender **in** this Agreement shall be considered also to include the feminine.

2.04 Commencing May 1, 1984 if an amendment, modification or addition to this agreement should be mutually agreed to by the parties, or if any agreement is reached by the parties, it shall not be effective unless it **is** reduced to writing and duly signed by the parties signatory to this agreement.

The Company does not automatically accept past policies or practices which have not been presented but acknowledge that any differences between the parties regarding policies and practices which may arise, **will** be subject to the Grievance Procedure.

3. RECOGNITION

3.01 St. Marys Paper Inc. recognizes the **Union** as the exclusive bargaining agent for the employees under its jurisdiction at the Company's Sault Ste. Marie Division.

3.02 The Union agrees that the Company retains all the customary and normal functions of Management except as may be restricted by the terms of this agreement.

4. JURISDICTION

4.01 The Company will not be asked to act upon any matters regarding jurisdiction between the Unions having recognized locals in the mills. The question of jurisdiction shall conform to the regulations as fixed by the Canadian Labour Congress.

4.02 It is understood the Company will continue to recognize lines of demarcation of individual local jurisdictions that have been established over the years until notified in writing by the Local concerned that there has been a change.

5. MEMBERSHIP

5.01 The Company when hiring new men shall give preference to members of the Unions.

5.02 All employees whose rates of pay are included in the attached schedule shall become members of the Union within fifteen (15) days after entering the Company's employ. The Industrial Relations Department, when employing a new man on a standard payroll position, shall instruct him to join the Union within fifteen (15) days and all employees shall maintain membership in good standing in a local union party to this agreement, and shall upon hiring sign a Union deduction card for monthly dues at the Employment

Office for the respective Union concerned. The payroll deduction authorization for monthly dues will become effective fifteen (15) days after the employee starts to work.

5.03 In consideration of this deduction and forwarding service by the Company, the Union agrees to save the Company harmless against any claim or liability arising out of or resulting from the collection and forwarding of these dues.

5.04 All new employees shall serve a probationary period of thirty (30) worked days during which period the Union shall represent such employees in every capacity except as to discharge.

6. PERIOD

6.01 The Company and the Union agree that they will abide by the articles of this agreement for a period of three (3) years from May 1, 1984 to April 30, 1987 and from year to year thereafter, subject to not less than thirty (30) days' notice in writing prior to April 30, 1987 and in any succeeding year, by either party desiring a change.

6.02 The Union shall have the right to discuss local adjustments with Management at divisional level prior to April 30, 1985, and prior to April 30, 1986 and prior to negotiations 1987. All local adjustments must be submitted in writing by February 15th each year for discussion and final settlement at local level prior to April 30, 1985, and prior to April 30, 1986 and prior to wage negotiations 1987, and where granted will become effective May 1. 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. Jobs covered by the papermakers' wage scale or included in the Job Classification Plan will not be subject to the "local adjustments" process.

6.03 In the event that an agreement regarding proposed changes is not reached prior to the end of the agreement year, the existing agreement shall continue in effect during the next agreement year until a decision is reached with respect to the proposed changes.

7. PROMOTIONS AND LAY-OFFS

7.01 When vacancies occur in a department then the Company shall post on bulletin boards throughout the mill a notice concerning the bottom job in the department affected. Such notice shall indicate the qualifications essential to promotion within that department. Such posting shall be for a period of ten (10) working days and the Company shall have the right to make a temporary appointment without penalty. In all cases of promotion the Company will give consideration to seniority, ability and qualifications. When the last two factors are relatively equal, seniority will govern.

7.02 In cases of promotion where the man to be promoted is not the senior man in the department concerned, the Company will present the alternative name to the Union, who will have the opportunity to discuss with the Company the qualifications of the senior man. The Company

shall take such presentation into consideration in making its decision which decision may be subject to the grievance procedure outlined in Article 29 of the Agreement.

7.03 The Company will train employees to minimize the hiring of skilled men from outside the mill.

7.04 When laying off help Union men shall be retained in preference to those not members, among equally efficient employees, the older in point of service being given preference of employment (the same principles to govern as in the case of promotions).

7.05 In cases of lay-offs, plant wide seniority with due regard to jurisdiction of each of the signatory unions shall apply. In making transfers under this rule it is understood and agreed that in moving between departments, the senior man must have the necessary qualifications to enter the department and shall have access only to the bottom job in the line of progression in the department to which he is being transferred.

7.06 If the number of senior employees involved in a permanent lay-off exceeds the number of junior employees holding bottom jobs in the lines of progression, the Company, if requested by the Union, will locate other job openings in jobs held by junior employees above the bottom jobs so as to assure continued employment for senior employees. Training will be given if necessary to the senior employees.

7.07 When employees are laid off they shall be recalled in reverse order of their lay-off.

8. PAPER MILL SCHEDULE

8.01 The normal scheduled operation of the paper mill will be continuous for seven (7) days per week except for scheduled shut-down holidays as designated and such other shutdowns as considered necessary by the Company.

9. TOURS AND TOUR WORKERS

9.01 Schedule of hours for tour workers and hours when tours shall change shall be from 8:00 a.m. to 4:00 p.m.; 4:00 p.m. to 12:00 midnight and 12:00 midnight to 8:00 a.m. except as mutually agreed.

9.02 All manual labour on paper machines, such as operating machines and putting on clothing, shall be done only by Papermakers, except in cases where mechanics, swipers, sweepers and labourers may lend assistance when necessary.

9.03 It is agreed that in some cases it is necessary to effect an "average" work week. The word "average" shall mean the work week schedule to be agreed upon and will result in some work weeks in excess of forty (40) hours.

10. PREMIUM PAY FOR TOUR WORKERS

10.01 Time and one-half shall be paid for all hours worked between 8:00 a.m. Sunday and 8:00 a.m. Monday. Work done in excess of eight (8)

hours on Sunday will be paid for at the rate of double time.

10.02 Tour 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 work by special arrangement between a tour worker and his mate to exchange shifts with the approval of his 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 two (2) hours.

10.03 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 applicable mill rules. Disciplinary action under these rules and regulations shall be subject to grievance procedure.

10.04 Except as noted above, tour workers called on duty after regular working hours or prior to the commencement of a regular shift 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 four (4) hours pay at regular rates for the work performed on each call. If called in on Sundays and statutory holidays, time and one-half will apply, and in no case shall they receive less than six (6) hours pay at regular rates.

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

10.06 A tour worker who reports for duty at the beginning of his normal shift or tour and finds his work schedule has been changed and if he has **not** been contacted previously by telephone or messenger, shall receive two (2) hours pay and will be allowed to return home.

11. DAY WORKERS

11.01 The regular hours for service for Day Workers shall be from 8:00 a.m. to 12:00 noon and from 12:30 p.m. to 4:30 p.m. except as mutually agreed.

11.02 Normal hours of employment for Day Workers shall not exceed forty (40) hours per week.

12. PREMIUM PAY FOR DAY WORKERS

12.01 Time and one-half shall be paid for all hours worked between 8:00 a.m. Sunday and 8:00 a.m. Monday. Work done in excess of eight (8) hours on Sunday will be paid for at the rate of double time.

12.02 Work done in excess of eight (8) hours in any week day shall be paid for at the rate of time and one-half.

12.03 A day worker who, on the completion of a shift, is called in during the hours from 4:30 p.m. to 7:00 a.m. shall be guaranteed a minimum

of four (4) hours pay and shall perform only that emergency work that required the call-in. If upon completion of the emergency work that necessitated the call-in, the employee is required by the Company to perform any subsequent additional work, it shall be treated as an added call-in. The employee shall clock out and clock back in between such call-ins. When a day worker is called in on a breakdown before 7:00 a.m. and continues to work on that breakdown after his normal starting time, the time and one-half rate will apply to the completion of the job. If called in between 7:00 a.m. and 8:00 a.m., he shall receive time and one-half for the period worked.

12.04 A day worker called in on his designated day off shall receive time and one-half for the hours worked with a minimum of four (4) hours' pay for each call. If called in on a Sunday and statutory holidays, a day worker shall receive time and one-half for the hours worked with a minimum of **six** (6) hours pay for each call.

12.05 A day worker who reports for duty at the beginning of his normal day and finds his work schedule has been changed and if he has not been contacted previously by telephone or messenger, shall receive two (2) hours pay and will be allowed to return home.

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

13. HEIGHT PAY

13.01 Height pay will be paid at the rate of time and one-half for work performed in areas forty (40) feet or over above a solid floor. For work on Sundays, Statutory Holidays, designated days off, and after eight hours in any one day, the employee shall receive a further premium of 50% of his regular rate.

14. WIRE TIME

14.01 All workers engaged in putting on wires at a time other than their regular shifts are to receive six (6) hours pay or time and one-half whichever is greater. If workers commence to put on a wire before their shift or day begins or continue such work after their tour on day ends, they shall receive six (6) hours pay or time and one-half whichever is greater. Men putting on wires on their regular shift shall not receive such extra pay. The Company will start a wire change when a sufficient number of the crew is available.

14.02 During any work week in which a paper machine operates on Sunday, the crew putting on wires during that work week will receive six (6) hours pay and two (2) hours will be deducted from the regular hours of work.

14.03 When for maintenance reasons or reconditioning for reuse, a wire is removed and reinstalled on the wire string equipment or repacked in its transporting container the crew involved in this work will receive the same Wire Time as now paid for installing a wire.

15. DAYS OFF

- 15.01(a) Schedules shall be posted in each department not later than 3:00 p.m. Friday each week showing the crews for the following week. Where feasible the Company will post the schedules on Thursday. Such schedules shall show the day or days off for each man in the crew.
- (b) When an employee wishes to change his scheduled or designated days off, he will notify his supervisor at least twenty-four (24) hours in advance and if such a change is mutually agreed upon by the employee and his supervisor, then the employee will work at straight time rates on the day or days originally scheduled as his scheduled or recognized days off. On the other hand, if he is required to work on the alternate days mutually agreed upon as his days off, he shall be paid at the overtime rate.
- (c) In the event of a major breakdown an employee may be required to work on his scheduled or designated day or days off for which he will be paid at straight time rates provided he has been given at least twenty-four (24) hours advance notice and granted another day or days off as mutually agreed upon for which he will be paid at the overtime rate if required to work on these days.
- 15.02 Any worker called in on Sunday who works eight (8) hours or more and was not sche-

duled to work on that day, shall not have to take a designated day off during the week, and shall work on his fifth scheduled working day at time and one-half if he so desires.

15.03 When a paid statutory holiday falls during the week and the man has worked the previous Sunday he will take his day off for Sunday during the week in addition to the statutory holiday. This shall not apply, however, to shift workers who are off more than one eight (8) hour shift due to the holiday shutdown being more than twenty-four (24) hours. If the statutory holiday falls on a man's day off due to the forty (40) hour work week, it will not be necessary for the man to take another day off in addition to the statutory holiday.

16. REST PERIOD

16.01 A day worker working in excess of sixteen (16) hours, lunch time included, in any twenty-four (24) hour period, provided he is scheduled to work the following day, shall receive time off with pay to the extent that such work exceeds sixteen (16) hours. This will not apply to excessive hours worked as a result of an arrangement between employees.

16.02 Any day worker, called in, who works two (2) hours or more after midnight, shall receive time off (at straight time) equal to the time worked between midnight and 8:00 a.m. provided he is scheduled to work at 8:00 a.m. the following day and reports at the deferred starting time.

16.03 On a Sunday such rest pay shall be paid at one and one-half times an employee's regular rate provided the employee is scheduled to work that day.

17. INJURY ON THE JOB

17.01 An employee losing time during his normal day or shift because of an injury occurring on the job will receive his regular pay for that day or shift.

18. STATUTORY HOLIDAYS

18.01 Holidays are as follows:

Dominion Day - 24 hours from 8:00 a.m. the day of the holiday to 8:00 a.m. of the day following the holiday.

Labour Day - 24 hours from 8:00 a.m. Monday to 8:00 a.m. Tuesday.

Christmas Day - 48 hours from 8:00 a.m. of the day preceeding the holiday to 8:00 a.m. of the day following the holiday.

New Year's Day - 48 hours shutdown. For 1984-1985 and 1985-1986 and 1986-1987 the statutory holiday hours shall be arranged locally.

18.02 In the event of any disagreement as to the time of beginning and ending of a holiday period, where the hours are not specified in the agreement, the decision of the Management shall govern.

18.03 For each of the two (2) statutory holidays, namely Dominion Day and Labour Day, eight (8) hours' pay will be allowed to hourly paid employees when they do not work. For the Christmas and New Year's shutdowns, sixteen (16) hours' pay will be allowed to hourly paid workers when they do not work. Day workers shall receive straight time only for work done between 4 p.m. and 4:30 p.m. of the day preceding the holiday.

18.04 Employees who work on a Statutory Holiday shall be (1) paid at the rate of time and one-half, (2) granted a day off with pay at a later date, and (3) paid double time for any time worked in excess of eight (8) hours on the Statutory Holiday.

18.05 On Statutory Holidays the Company will ask for volunteers to do work that the Unions agree is emergency work and which has been discussed with the Local Union Committee, it being understood that emergency work is not accumulated maintenance work.

18.06 Covering rules are provided in Appendix "C" attached.

18.07 Six (6) days' holidays with pay shall be allowed at a time suitable to the employee and the Company so that there will be no loss of pro-

duction. For rules governing same, see Appendix "D" attached.

19. VACATIONS WITH PAY

19.01 All employees on permanent payroll positions shall be entitled to two (2) weeks' vacation with pay following the completion of one year of continuous service.

19.02 Employees with four (4) years or more of continuous service shall be entitled to three (3) weeks vacation with pay in each calendar year.

19.03 Employees with nine (9) years or more of continuous service shall be entitled to four (4) weeks vacation with pay in each calendar year.

19.04 Employees with twenty (20) years or more of continuous service shall be entitled to five (5) weeks vacation with pay in each calendar year.

19.05 Employees with twenty-seven (27) years or more of continuous service shall be entitled to six (6) weeks' vacation with pay in each calendar year.

19.06 Supplementary Plan Employees with twenty-five (25) years or more of continuous service shall receive the following additional vacation in the calendar year in which they attain:

Age 60 - Additional one week's vacation
Age 61 - Additional two weeks' vacation
Age 62 - Additional three weeks' vacation
Age 63 - Additional four weeks' vacation
Age 64 - Additional five weeks' vacation

- 19.07(a) If three, four, five and/or six weeks are taken at one time, they must be taken within the period from September 15th to June 15th.
- (b) Vacations taken during the summer months, June 16th to September 14th will be limited to two (2) weeks, with the third, fourth, fifth and/or sixth weeks to be taken in the period September 15th to June 15th as agreed between the employee and the Company.
- (c) Necessities of operation must be given full consideration.
- 19.08(a) Each week of vacation pay will be calculated at 2% of gross earnings in the previous calendar year, or forty (40) hours' pay at the employee's regular rate, whichever is the greater.
- (b) An employee *shall* receive an additional four (4) hours' pay at his regular rate for each week of vacation entitlement taken during the period January 1 to April 30.
- 19.09 The Unions agree to cooperate with Management in scheduling vacations in such a manner that maximum production may be maintained.

19.10 Covering rules are provided in Appendix "E" attached.

20. HEALTH AND INSURANCE PLANS

20.01(a) The Company will pay the prevailing medicare premium rates established by the provincial government up to the rates in effect to April 30, 1987. These payments will be maintained for a twelve (12) month period when an employee is sick or disabled by accident.

(b) The Company's contribution to employees' insurance shall be applied first on account of those plans to which the employer's contribution is not taxable in the hands of the employee.

20.02 The Company will pay the prevailing premium costs for the Extended Health Care Plan up to the rates in effect to April 30, 1987. This Plan forms part of this agreement and is attached hereto as Appendix "K".

20.03 The Dental Care Plan forms part of this Agreement and is attached hereto as Appendix "L". The Dental Care Plan will provide coverage based on the 1982 Ontario Dental Association Schedule of Fees at a cost to employees of \$1.10 per month single and \$3.85 per month family.

20.04 The St. Marys Paper Inc. Weekly Indemnity Plan forms part of this Agreement and is attached hereto as Appendix "I". The premium cost will be borne by the Company. The 5/12 of the U.I.C. premium reduction will continue to be retained by the Company.

20.05 The St. Marys Paper Inc. Long Term Disability Plan forms part of this Agreement and is attached hereto as Appendix "J". The premium cost will be borne by the Company.

20.06 The Plan is subject to present regulations. The Group Life Insurance will be 2½ times annual earnings with a maximum coverage of \$60,000. The premium cost will be borne by the Company. It is further understood and agreed that no further amendments will be made to the Group Life Insurance coverage until the expiration of the moratorium referred to in section 15 of the Memorandum of Agreement, signed in Ottawa on the 26th day of September, 1981.

20.07 The Company will maintain \$2,500 Group Life Insurance for retired employees at no cost to the Pensioner provided he was covered by Group Life Insurance during his employment.

20.08 Changes in the level of an employee's insurance benefits due to the application of the wage increases will become effective on the first of the month following ratification of the memorandum of Agreement for all employees actively at work on that date. For employees who are not actively at work on that date the changes will become effective on the date he returns to active employment.

20.09 Insured employees who become disabled on or after June 1, 1982 who continue to be disabled for longer than twelve months may continue their coverage in the Group Life Insurance and

Dental Plans, at their option, until the expiration of the twenty-four month period commencing with the date of disability. Such employees may continue coverage in the Extended Health Care Plan, at their option, until the earlier of retirement or age 65. The full premium costs for the above extension of benefits will be borne by the employees.

21. FUNERAL LEAVE

21.01 When death occurs to an employee's spouse, child, adopted child or stepchild, the employee will be granted leave of absence and will be paid for eight (8) hours at his regular straight time rate for up to five (5) consecutive scheduled working days lost in the ~~six~~ (6) day period beginning with the date of death.

21.02 When death occurs to an employee's mother, father, foster parents, adoptive parents, brothers, sisters, mother-in-law, father-in-law, stepmother, stepfather, stepbrother, stepsister, grandfather, grandmother and grandchild, the employee will be granted leave of absence and will be paid for eight (8) hours at his regular straight time rate for up to three (3) consecutive scheduled working days lost in the six (6) day period beginning with the date of death.

21.03 When distance prevents the employee from attending the funeral, one day of compassionate leave will be allowed within the (6) day period beginning with the date of death.

21.04 Pay will be at straight time even though one or more of the days of the funeral leave occur on Sunday or a paid holiday.

21.05 Pay will not be granted if the employee does not attend the funeral except as outlined above in Article .03.

21.06 The regular straight time rate means the straight time rate of the job at which the employee would have worked had he not been on funeral leave.

22. JURY DUTY/SUBPOENAED WITNESS

22.01 An employee who is prevented from working his scheduled shift due to being on Jury Duty, reporting for Jury Roll-Call or as a Subpoenaed Witness shall be paid the difference between the pay received for such Jury Duty or subpoenaed Witness and eight time the straight time hourly rate he would otherwise have received.

22.02 An employee scheduled to work the midnight to 8:00 a.m. shift or tour immediately prior to reporting for Jury Duty, Jury Roll-Call or Subpoenaed Witness on that date will be excused, upon request, and the terms of this Article will be applied.

22.03 In making application for payment, the employee is required to submit supporting documents as to days of service and fee received.

23. HOT MEALS

23.01 An employee who is required to work more than two (2) hours beyond the end of his regular shift will be provided with a hot meal.

24. CONTRACTING OUT

24.01 The Company will not contract out repair and maintenance work which **is** regularly performed by the repair crew for which the mill concerned **is** equipped, for which crews are available and which employees are capable of doing. The Company will advise the **Union** of its intentions to contract out prior to the final agreement being reached with a contractor.

25. AUTOMATION

25.01 The Company undertakes to advise and to discuss with the **Union** **in** advance as far as possible [minimum two (2) months] of any technological changes which the Company has decided to introduce which will result in significant changes **in** the employment status of the employees.

25.02 The Company agrees to discuss with the **Union** the effect **of** such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effect on employees displaced by such changes. Such measures as early retirement, retraining and transfers to other existing jobs will be considered.

25.03 If a permanent 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 the permanent payroll position for an initial period of six (6) months. For an additional period of **six** (6) months an adjusted rate will be established midway between this rate and the rate for his new job for each work week. At the end of the

twelve (12) month period, the rate for the job to which he is assigned will apply. Seasonal or temporary employees are not covered by this clause.

25.04 A permanent employee with one year's continuous service who will be laid off due to job elimination under conditions set forth above will be given notice of the impending change in employment status at the earliest possible time in keeping with the notification of the Union as set forth in 25.01 above.

26. SEVERANCE PAY

26.01 A permanent employee with at least one year's continuous service who is laid off due to job elimination by management decision for such causes as more efficient operation, change or elimination of a process, lack of orders, shall be paid severance pay. Severance Pay shall not be paid due to job elimination for such causes as fire, flood, explosion or "Act of God".

26.02 Severance Pay shall be paid in accordance with the following:

- (a) Severance Pay shall be one week's pay for each year of an employee's last full period of service without interruption due to lack of work. Severance Pay will not be paid to employees who resign or are discharged. One-half of this severance pay is payable after the employee has been laid off due to job elimination for a period of six (6) weeks. The second half of the severance pay is payable after the employee has been laid off a total of three (3)

months. It shall be the responsibility of the employee to make application for such severance pay.

- (b) If recalled to work before the Severance Pay payment is payable, no such payment will be made. Any employee refusing a recall shall forfeit his right to Severance Pay.
- (c) If an employee is recalled after having received all of the Severance Pay due him, he will, as of the date of return, commence a new period of accumulation which will be credited towards any future lay-off.
- (d) If an employee is recalled after having received half of the Severance Pay due him, he will, upon return to work retain the right to the unpaid portion which will be added to any new accumulation of Severance Pay.

27. INTERRUPTION OF WORK

27.01 No strikes or lockouts shall occur during the life of this agreement.

27.02 In the event of cessation of work or a strike through failure to renew this agreement, it is agreed that in the interests of the preservation of the properties of the Company during the shut-down and the subsequent operation of the mills, the local Unions shall supply competent men to do the following work when called upon by the Company at the schedule rates of this contract; electrical work, unloading of incoming freight purchased prior to cessation of work,

powerhouse operation, operation of dam or regulation of river flows, and any other work of a similar nature, until such time as it is mutually agreed between the Company and the Organization to recommence operation.

27.03 Prior to a legal strike, the parties shall meet to discuss procedures to ensure the essential services and complete security of the mill property and facilities. With implementation and continuance of the above, insurance benefits, excluding Weekly Indemnity and Long Term Disability Benefits, will be maintained subject to the employees or the Union paying the full cost of such coverage upon return to work. Weekly Indemnity and Long Term Disability Benefits being paid at the commencement of a strike, supported by proper medical evidence when requested, will be continued.

28. MILL RULES

28.01 Rules governing mill employees form part of this agreement and are attached hereto as Appendix "M".

29. GRIEVANCES

29.01(a) Grievances arising out of the application or interpretation of this agreement shall, where appropriate, be taken first by the employee, with or without an accompanying Union Official, to the employee's immediate supervisor.

(b) Failing satisfactory settlement of the grievance, the employee, with Union assistance, may take the matter to the appropriate superintendent.

- (c) Failing satisfactory settlement of the grievance by the superintendent, the matter may be taken in writing, to the Superintendent of Industrial Relations.
- (d) Failing satisfactory settlement at this level within 10 days, the matter may be referred to the Mill Manager of the Company, or his designated representative and to the President of the National Union or his designated representative for settlement.
- (e) If these officials fail to agree within ten days, the matter shall be left to arbitration, the Mill Manager of the Company to select one man, the President of the National Union to select one man, the two thus chosen to select a third party who will confer and render a decision. Such decision shall be final and binding on the parties to this Agreement. Upon failure to agree in the selection of the third party, the matter shall be referred to the Provincial Minister of Labour with the request that he appoint the third arbitrator. It being understood that the function of the Arbitration Board shall be to interpret and apply this agreement. The Board, however, shall have no authority to add to or subtract or to modify and extend any of the terms of this agreement or any agreement made supplementary hereto, except by mutual consent of the Company and the Union.

29.02 If it is believed by the men that an employee has been unjustly discharged or laid off, all the facts of the case shall be reported to the Vice-president of Operations in writing within forty-eight (48) hours of the discharge or lay-off. If on investigation by the Vice-President of Operations, it is found that the employee was unjustly discharged or laid off, he shall be reinstated without loss of time. The question of unjust discharge or lay-off of employees shall be handled as specified in the paragraph above, having to do with matters for adjustment.

29.03 It is further understood and agreed that any matters for adjustment which the Company may have during the life of this agreement, shall be taken up with the officers and adjusting committee of the local union concerned and if the Company and the local committee fail to agree, then the matter shall be referred to the Vice-President of Operations, and the National President or his representative. If these two fail to reach an agreement, then it is understood the matter shall be handled under arbitration, as previously outlined in this clause.

29.04 In determining any grievance arising out of discharge or other discipline, the Board may dispose of the claim by affirming the Company's action and dismissing the grievance or by setting aside the disciplinary action involved and restoring the grievor to his former position, with or without compensation, or in such other manner as may in the opinion of the Board be justified. Such decision shall be final and binding on both parties to this agreement.

30. RETIREMENT INCOME PLAN

30.01(a) The St. Marys Paper Inc. Pension Plan, which is registered in the Province of Ontario, forms part of this collective agreement. It is understood and agreed that no amendments will be made to this pension plan until the expiration of the moratorium referred to in Section 15 of the Memorandum of Agreement signed in Ottawa, on the 26th day of September 1981.

(b) Information

The Company agrees to furnish the signatory Unions with an annual statement showing for the pension fund:

- (1) Income from investments.
- (2) Company contributions.
- (3) Total contributions.
- (4) Total paid-up annuities purchased and total pension payments made.
- (5) List of pensioners retiring each year, and amount of pension (5 Year guarantee basis).
- (6) Numbers and ages of separations and entries into the Plan.
- (7) Amount of recoveries through terminations.
- (8) Any other information necessary to properly evaluate the Retirement Income Fund (Plan) including a copy of any and all actuarial valuations made of the Plan.

(c) Duration

Written request for changes to this Plan shall be filed no later than four (4) months prior to the expiry date.

30.02 Joint Retirement Board

- (a) The membership of the Joint Retirement Board will include two employee representatives and a third member who shall be a National Officer or his designee. Three regular meetings will be scheduled each year, including a meeting at which the actuarial valuation and other financial and statistical reports will be presented. Urgent applications for early retirement, which cannot be held up for the regularly scheduled meetings, will be dealt with by a quorum after contacting the Union Representatives by telephone.
- (b) The Company will arrange and pay transportation and hotel expense (when necessary) plus \$25.00 a day to cover meals and incidental charges for the Union Retirement Board members who are employees. Scheduled days lost will be paid for on the basis of eight (8) hours per day at the employees' regular rates.

31. SCHEDULE OF RATES

31.01 The attached schedule of wage rates (Appendix "B") shall be effective under this agreement.

31.02 A shift differential of thirty cents (30¢) per hour shall be paid for all hours worked on tour or shift occupations between the hours of 4 p.m. and 12 midnight and a shift differential of forty cents (40¢) per hour shall be paid for all hours worked on tour or shift occupations

between the hours of 12 midnight and 8 a.m. This shift differential shall not apply to day workers on overtime work.

31.03 Tour and shift workers absent on Vacations, Holidays with Pay, paid Sick Leave, Funeral Leave or Jury Duty shall not be entitled to the night shift differential.

31.04 When equipment of a type new to the mill or a major change in the process system results in the creation of a new job or jobs, every effort will be made to determine a permanent rate for the job or jobs within three (3) months of the date at which the duties and responsibilities are definitely established.

31.05 It is the Company's responsibility to decide the necessity for providing replacement foremen. When it is necessary to move a man up to replace an hourly rated foreman, the Company will pay the rate for the job. Men assigned responsibility in the absence of a salaried foreman or a superintendent shall receive a premium of 40¢ per hour while they are carrying such responsibility. Where in specific cases present policy is more generous than that in the wording above, then the present policy shall be continued. It is understood that when foremen are absent for one day or more, the Company will set up another man to carry the foreman's responsibility during such absence. It is further understood that the Company reserves the right to determine when it is necessary to set up a replacement for a superintendent absent for one day or more. The above premium in all cases shall be applicable only when the man has been officially designated to take on such responsibility.

31.06 When a journeyman "A" is assigned the responsibility of a working supervisor in a crew of not less than five (5) men required to do maintenance or construction work, he will be designated by the Master Mechanic or Superintendent as a Lead Mechanic and shall be paid 14¢ per hour above the "A" journeyman rate during such time as he exercises this responsibility.

31.07 When additional supervision is required on a continuous basis a journeyman "A" will be appointed a Lead Hand and will be paid 14¢ per hour above the "A" journeyman rate. Lead Hands assigned responsibility in the absence of a salaried foreman or superintendent shall receive a premium of 26¢ per hour while they are carrying such responsibility.

32. TRADESMEN

32.01 The Tradesmen Promotion Plan and the Electrical Promotion Plan form part of this agreement and are attached hereto as Appendices "F" and "G".

33. APPRENTICE SYSTEM

33.01 The Trades Apprenticeship Plan forms part of this Agreement and are attached hereto as Appendix "H".

33.02 The schedule of rates for apprentices appears in the main wage schedule.

33.03 When a man transfers from some other job to the status of an apprentice in one of the mechanical trades, he shall maintain his seniority in the job from which he transferred for a period of six (6) months. Following such probationary period, his seniority shall develop exclusively within the mechanical group to which he

transferred. If, when the period of apprenticeship [four (4) years] is served there is a vacancy for a journeyman in the trade for which the apprentice is qualified, he will be retained and will be granted two (2) years' seniority as a journeyman and will become eligible for promotion in accordance with the Tradesman Promotion Plan.

34. MEETINGS WITH MANAGEMENT

34.01 The Company shall pay lost time for Local Union Officers and Stewards attending meetings called by the Divisional Management.

35. SAFETY

35.01 The Company will pay \$25.00 annually towards the purchase of protective footwear.

36. LEAVE OF ABSENCE

36.01(a) Leave of absence without pay, up to a maximum of three (3) months, may be granted at the discretion of Management for the following reasons:

- (1) Legitimate personal reasons.
- (2) Official Union business.
- (3) Candidacy for public office at the Federal or Provincial level. Such leave may be extended until seven (7) days have elapsed following the date of the election.
- (4) Military Service
- (5) Duties of an elected Municipal office.

- (b) Any leave of absence granted pursuant to Section (a) will not result in any loss of seniority.
 - (c) Leave of absence without pay may be granted at the discretion of Management, for service as an elected representative in the Federal or Provincial legislature. Such leave, if granted, shall normally expire thirty (30) days following conclusion of the period of elected office, but in no case shall it be in excess of five (5) years.
 - (d) Any leave of absence granted pursuant to Section (c) will not cause a break in continuity of service but the period of absence shall not be counted in calculating any service-related benefit.
 - (e) Employees, when granted a leave of absence in excess of one (1) month, will be required to prepay the full premiums for group life insurance and all other insurance coverages in accordance with the provisions of the respective policies.
 - (f) All leaves of absence must be applied for in writing.
 - (g) The Company may require an employee to exhaust his normal vacation entitlement before commencing a leave of absence.
- 36.02(a) Time off with pay will be provided to employees writing qualifying examina-

tions during scheduled working hours for certificates required in his occupation.

- (b) Such pay will be at his straight time rate and limited to eight (8) hours.

37. PUNCH CARDS

37.01 If the Company changes, amends or alters an employee's punch card for any **reason**, the employee will be notified before the end of the current pay period.

37.02 Card rates will be updated to reflect the level of operation, permanent promotion or demotion.

38. METRIFICATION

38.01 The Company will pay the cost of all education related to the metric system if such education is deemed necessary by the Company.

38.02 In those cases where an employee already owns a tool in Imperial measure and the Company requires him to own the equivalent tool in metric measure, the Company will pay for 50% of the cost of the required metric tool.


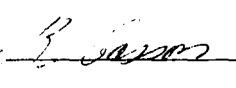
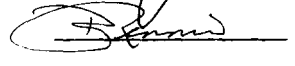
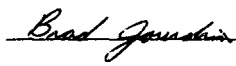
39. JOB CLASSIFICATION PLAN

The Job Classification Plan forms part of this Agreement and is attached as Appendix 'M'.

Signed this 28 day of November, 1984 at
Sault Ste. Marie, Ontario.

ST. MARYS PAPER INC.
SAULT STE. MARIE DIVISION

CANADIAN PAPERWORKERS
UNION LOCAL #67

	
	
_____	_____

APPENDIX 'A'

CONTINUOUS OPERATION

The following Supplement will form part of the Collective Agreement when continuous operation is implemented.

Conditions

1. It **is** agreed that if operation of a paper machine or paper machines is scheduled for four (4) or more consecutive weeks of continuous operation, a seven (7) day swing will be instituted provided an average work week of forty-two (42) hours and the 6th day of work necessitated under such schedule will be paid at straight time rates. Men at the bottom will be laid off on reverting back to **six (6)** day operations. Schedules, hours of work and working conditions will be discussed and agreed upon prior to implementation.

Provision is provided for the discussion of schedules prior to implementation of seven (7) day operation. If the Locals choose a forty (40) hour schedule this can be arranged, although it is not in our opinion as desirable **for** the employees as the seven (7) day swing schedule. If the seven (7) day swing is chosen then payment **is** on the basis of the forty-two (42) hour averaging basis.

Statement of Policy

It is not the Company's intention to operate a paper machine on a continuous basis while other operable machines in a mill are operated at less than six (6) days per week.

2. For emergency shutdown of twenty-four (24) hours or less (includes the shift in which the shutdown occurs and the two shifts following) and all normal shutdowns occasioned by normal cleanup, 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. Tour workers may be scheduled to work with day crews during these shutdowns and if so scheduled will work day work hours.

3. The work week shall commence at midnight Saturday or 8:00 a.m. Sunday whichever is applicable. During any work week in which a paper machine operates on Sunday the day crew putting on wires during that work week will receive six (6) hours wire pay and two (2) hours will be deducted from the regular hours of work.

The Following Understandings Have Been Agreed To:

1. Pay for wires changed completely within a shift or carrying over into the next shift.

Ex.- If a wire changed completely within a shift - 6 hours + (8-2) = 12 hrs.

Ex.- If a wire changed on one shift and runs over into the next shift - 8 hrs. + 6 hrs. = 14 hrs.

Ex.- If two wires are changed within one shift - 6 hrs. + 6 hrs. + (8-2-2)= 16 hrs.

Ex.- If one wire changed on a shift - 6 hrs. + (8-2), and another wire carries over into the next shift - an extra 6 hours.

6 hrs. + (8-2) + 6 = 18 hours.

2. When paper machines are down for wire changes, mechanical repairs, etc. paper makers will be washing felts and cleaning up around the paper machines. Upon returning to a 6 day operation the present practice of cleaning up on Sundays using members of Local 67 will be re-instituted.

3. The Company will keep the Unions informed on the order situation.

4. The Company agrees that it is in the best interest of the Parties to operate Paper Machines 1, 3 and 4 in a continuous operation seven (7) days per week, however, Management reserves the right to discuss any deviation from this operation if it is in the best interest of the Company.

APPENDIX "B"

WAGE RATES - CONTINUOUS OPERATION

	<u>Job</u>	<u>May</u>	<u>Nov.</u>	<u>Nov.</u>
	<u>Class</u>	<u>1/84</u>	<u>1/85</u>	<u>1/86</u>
<u>Wood Preparation</u>				
Relief Foreman	11	14.155	14.72	15.455
Day Cary Lift Op.	8	13.60	14.145	14.85
Cary Lift Operator	8	13.60	14.145	14.85
Sawyer	5	13.105	13.63	14.31
Drum Feeder	5	13.105	13.63	14.31
Drum Control	3	12.80	13.31	13.975
Tank & Cableman	2	12.645	13.15	13.81
Reject Conveyor Man	2	12.645	13.15	13.81
Slasher Cleaner	1	12.52	13.02	13.67
*Wood Room Cleaner	1	12.52	13.02	13.67
Tableman	2	12.645	13.15	13.81
<u>Groundwood Mill</u>				
Salary Foreman Rel.	17	15.385	16.00	16.80
Stockrunner	11	14.155	14.72	15.455
Stone Sharpener	10	13.95	14.51	15.235
Ass't Stockrunner	5	13.105	13.63	14.31
Wood Charger	2	12.645	13.15	13.81
*Wood Handler	1	12.52	13.02	13.67
<u>Machine Room Miscellaneous</u>				
Senior Swiper	6	13.265	13.795	14.485
Swiper	3	12.80	13.31	13.975
*Cleaner	2	12.645	13.15	13.81

Job May Nov. Nov.
Class 1/84 1/85 1/06

Oilers

Head Oiler	14	14.725	15.315	16.08
Day Oiler	9	13.745	14.295	15.01
Machine Room	9	13.745	14.295	15.01
*Department Oiler	7	13.435	13.97	14.67

Beater Room

Gwd. Bleach Plt. Op.	11	14.155	14.72	15.455
First Helper	9	13.745	14.295	15.01
Kraft Pulper	8	13.60	14.145	14.85
Head Tester	8	13.60	14.145	14.85
Pulp Tester	4	12.945	13.465	14.14
*Hydrapulper	2	12.645	13.15	13.81

Finishing Room

Weigher	11	14.155	14.72	15.455
Inventory Checker	9	13.745	14.295	15.01
Dispatcher	4	12.945	13.465	14.14
Headerman	4	12.945	13.465	14.14
Roll Wrapper	2	12.645	13.15	13.81
*Bands & Crimperman	2	12.645	13.15	13.81
Trucker - Day	7	13.435	13.97	14.67
Trucker - Line	7	13.435	13.97	14.67
Car Preparer, Sr.	4	12.945	13.465	14.14
Utilityman, Sr.	3	12.80	13.31	13.975
Car Preparer, Jr.	2	12.645	13.15	13.81
Utilityman, Jr.	1	12.52	13.02	13.67

Core Room

Head Coremaker	7	13.435	13.97	14.67
Core Trimmer	4	12.945	13.465	14.14
Coremaker's Helper	2	12.645	13.15	13.81

	<u>Job</u> <u>Class</u>	<u>May</u> <u>1/84</u>	<u>Nov.</u> <u>1/85</u>	<u>Nov.</u> <u>1/86</u>
<u>Steam Plant</u>				
Relief Shift Foreman (2nd)	23	16.77	17.44	18.31
Fireman (1st, 2nd, 3rd)	16	15.165	15.77	16.56
Fireman (4th)	9	13.745	14.295	15.01
Fireman's Helper (Papers)	4	12.945	13.465	14.14
Fireman's Helper (No Papers)	2	12.645	13.15	13.81
Fuel Handler	2	12.645	13.15	13.81
*Front End Loader	6	13.265	13.795	14.485
Repairman A	N/A	16.21	16.86	17.70

Electrical Department

Shift Electrician	N/A	16.60	17.26	18.12
Shift Assistant	N/A	16.21	16.86	17.70
Repairman A	N/A	16.21	16.86	17.70
Meterman A	N/A	16.21	16.86	17.70

Yards & Tracks

Foreman	10	13.95	14.51	15.235
Diesel Engineer	9	13.745	14.295	15.01
Conductor	7	13.435	13.97	14.67
Grader	7	13.435	13.97	14.67
Truck Driver 3T-Hoist	5	13.105	13.63	14.31
Head Trackman	5	13.105	13.63	14.31
Track Labour	2	12.645	13.15	13.81
*Labourer	1	12.52	13.02	13.67
Tow Motor (When Used)	4	12.945	13.465	14.14
Truck Driver - ½ T	4	12.945	13.465	14.14

	<u>Job</u>	<u>May</u>	<u>Nov.</u>	<u>Nov.</u>
	<u>Class</u>	<u>1/84</u>	<u>1/85</u>	<u>1/86</u>

Sanitary Cleaners

Head Sanitary Cleaner	3	12.80	13.31	13.975
*Sanitary Cleaner	1	12.52	13.02	13.67

*Bottom Jobs

Occupations Carrying Special Rates

Head Painter	N/A	15.64	16.27	17.08
Cement Finisher	N/A	13.93	14.49	15.21
Tool Crib Attendant	7	13.435	13.97	14.67
Lead Instr. Mechanic	N/A	16.35	17.00	17.84

Mechanical & Electrical Trades

Journeyman A	N/A	16.21	16.86	17.70
Helper A	N/A	13.31	13.84	14.53
Helper B	N/A	13.05	13.57	14.25
Helper C	N/A	12.82	13.33	14.00
Painter A	N/A	15.42	16.04	16.84
Painter B	N/A	13.43	13.97	14.67
Painter Helper A	N/A	13.05	14.57	14.25

<u>Job</u> <u>Class</u>	<u>May</u> <u>1/84</u>	<u>Nov.</u> <u>1/85</u>	<u>Nov.</u> <u>1/86</u>
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Apprentice Rates

First Year - First Year			
Base Rate	12.52	13.02	13.67
- Second Half			
Base Rate	12.52	13.02	13.67
Second Year- First Half	12.93	13.45	14.12
- Second Half	13.34	13.87	14.57
Third Year - First Half	13.75	14.30	15.02
- Second Half	14.16	14.73	15.47
Fourth Year- First Half	14.57	15.15	15.91
- Second Half	14.98	15.58	16.36
Fifth Year - First Half	15.39	16.01	16.81
- Second Half	15.80	16.43	17.26
Sixth Year	16.21	16.86	17.70

The Apprentice Rates are calculated on the difference between Base Rate and Journeyman "A" Rate divided in nine steps.

The step formula rates will be updated to reflect changes whenever the effective "Base Rate" and/or effective Journeyman "A" Rate is changed.

N/A - Not Applicable

JOB CLASSIFICATION PLAN SCALE

<u>Class</u>	<u>May 1/1984</u>	<u>Nov. 1/1985</u>	<u>Nov. 1/1986</u>
1	12.52	13.02	13.67
2	12.645	13.15	13.81
3	12.80	13.31	13.975
4	12.945	13.465	14.14
5	13.105	13.63	14.31
6	13.265	13.795	14.485
7	13.435	13.97	14.67
8	13.60	14.145	14.85
9	13.745	14.295	15.01
10	13.95	14.51	15.235
11	14.155	14.72	15.455
12	14.33	14.905	15.65
13	14.525	15.105	15.86
14	14.725	15.315	16.08
15	14.92	15.515	16.29
16	15.165	15.77	16.56
17	15.385	16.00	16.80
18	15.605	16.23	17.04
19	15.85	16.485	17.31
20	16.075	16.72	17.555
21	16.32	16.975	17.825
22	16.535	17.195	18.055
23	16.77	17.44	18.31
24	17.01	17.69	18.575
25	17.245	17.935	18.83
26	17.465	18.16	19.07
27	17.71	18.42	19.34
28	17.935	18.65	19.58
29	18.165	18.89	19.835
30	18.41	19.145	20.10
31	18.62	19.365	20.33

APPENDIX "C"

RULES CONCERNING STATUTORY HOLIDAYS WITH PAY

CONTINUOUS OPERATION

1. All hourly rated employees who qualify under Section 3 of this Appendix shall be entitled to pay for each of the following Statutory Holidays as noted hereunder:

New Year's Shutdown	- 16 hours pay
Dominion Day	- 8 hours pay
Labour Day	- 8 hours pay
Christmas Shutdown	- 16 hours pay

2. Holiday pay shall be calculated at eight (8) times the regular hourly rate paid on the last day worked prior to the holiday or the rate of his permanent payroll position whichever is greater.

3. To be eligible for such paid holidays an employee must:

(a) have been in the employ of the Company for a minimum of thirty (30) days. Such thirty (30) days may be accumulated within the immediately preceding twelve (12) months provided there is no break in service. A break in service for this purpose shall be defined as:

- 1) voluntary separation
- 2) discharge for cause
- 3) a layoff of more than four (4) months' duration (time before and after a lesser lay-off may be counted)

- (b) have been at work on his scheduled work day immediately preceding the holiday and must return to work as scheduled immediately following the holiday unless excused as indicated below.

4. Employees may be relieved from the provisions of paragraph 3 (b) under the following conditions:

- (a) If away on vacation
- (b) If laid up by accident or illness. Any employee if absent due to illness or accident must have been at work at some time within the ninety (90) day period previous to the holiday.
- (c) If work not available due to curtailed operation of the plant
- (d) If he has applied for and received special official leave
- (e) If rehired within thirty (30) days of date of termination employees will be paid for statutory holidays falling within that thirty (30) day period

5. Employees whose annual vacation period includes one of these holidays shall be entitled to an extra day with pay as may be arranged.

APPENDIX "D"

RULES FOR FLOATING HOLIDAYS

1. The wages will not be paid under this agreement unless the employee actually takes the time off.

2. Holiday pay shall be calculated at eight (8) times the regular hourly rate paid on the last day worked prior to the holiday or the rate of his permanent payroll position whichever is greater.

3. To be eligible an employee must have been in the employ of the Company for six (6) months or more. Temporary workers may accumulate this ~~six~~ (6) months service by adding broken time within the immediate preceding twelve months.

4. To be eligible for such paid holidays an employee must have been at work on the day preceding the holiday and must return to work as scheduled immediately following the holiday unless excused as indicated below.

5. Employees may be relieved from provisions of paragraph 4 under the following conditions:

- (a) If away on vacation or a Statutory Holiday.
- (b) If laid up by accident or illness. Any employee if absent due to illness or accident must have been at work at some time within the ninety (90) day period previous to the holiday.

(c) If work not available due to curtailed operation at the plant.

(d) If he has applied for and received special official leave.

6. If a man is required to work any one of his holidays after definite dates have been designated, he shall be paid time and one-half.

7. If after the Company has arranged to provide a relief man, these arrangements break down due to the absence of one of the three (3) men scheduled to work, straight time will be paid except when the absence is due to a bona fide sickness.

APPENDIX "E"

RULES GOVERNING VACATIONS WITH PAY

1. Vacations with pay are intended to enable each employee to enjoy a respite from routine duty with no financial worry to distract from their benefits. Vacations are in no way considered a bonus.

2. The privilege of taking vacations must be confined to permanent employees upon standard payroll positions.

3. In drawing up the vacation schedule, the management will endeavor to meet the wishes of the individual employee. It must be understood, however, that the necessities of operation must be given full consideration. In cases where vacation periods requested conflict, preference will be given to the older employees in point of service and within departments.

4. Vacations will be granted on the following schedule:

- After 1 year's continuous service - 2 weeks
- After 4 years' continuous service - 3 weeks
- After 9 years' continuous service - 4 weeks
- After 20 years' continuous service - 5 weeks
- After 27 years' continuous service - 6 weeks

Supplementary Plan

Employees with twenty-five (25) years or more of continuous service shall receive the following additional vacation in the calendar year in which they attain:

Age 60 - additional one week's vacation
Age 61 - additional two weeks' vacation
Age 62 - additional three weeks' vacation
Age 63 - additional four weeks' vacation
Age 64 - additional five weeks' vacation

5. Working of long shifts while men are away on vacation is to be avoided whenever possible.

6. Taking vacations is to be compulsory. Vacations cannot be accumulated but must be taken in the year when they are due.

7.(a) To be eligible for vacations, employees must have worked at least two-thirds of the available time during the qualifying year, except that time lost due to mill accidents or sickness (such sickness to be limited to four (4) months in any one year) does not count against employees' working time credits in the qualifying year.

(b) If an employee works a minimum of four (4) months in a calendar year and is sick for four (4) months or more in the same year, the employee is considered to have completed the minimum qualifying period to be eligible for vacation in the following year. If an employee works less than four (4) months in any one calendar year in the following year his vacation pay will be calculated on the appropriate percentage of his earnings for the year in which the sickness occurred.

8. The qualifying year in determining eligibility for vacations in the first year shall be the twelve (12) months' period beginning with the

date of employment; in subsequent years the qualifying year may be the calendar year. The main purpose in making the calendar year the qualifying year for the employee's second vacation is to enable an employee whose anniversary date of employment comes in the late fall to have his vacation during the desirable vacation period, that is, during the summer months.

9.(a) Each week of vacation pay will be calculated at 2% of the gross earnings in the previous calendar year or forty (40) hours pay at the employee's regular rate, whichever is greater.

(b) An employee shall receive an additional four (4) hours pay at his regular rate for each week of vacation entitlement taken during the period January 1 to April 30.

10. Tour and shift workers shall not be entitled to the night shift differential while absent on vacation.

11. Employees with more than one year's service who are laid off due to lack of work, or who leave the Company's employ in good standing shall be entitled to vacation pay based on the following formulae:

(a) Full vacation credit based on service in the preceding calendar year, plus

(b) 4%, 6%, 8%, 10% or 12% of gross earnings (depending on whether the employee is entitled to 2, 3, 4, 5, or 6 weeks' vacation) calculated from January 1 in the current year to date of leaving. If vacation has been taken in the current year based on the preceding calendar year's employment, (b) only shall apply.

12. Employees with less than one year of continuous service who are laid off for lack of work, or who leave the Company's employ in good standing shall be entitled to vacation pay at the rate of 4% of gross earnings from date of employment to date of separation.

13. Employees who leave the Company's employ without giving the required notice or who are discharged for cause shall be entitled to vacation pay based only on the formula set out in the Employment Standards Act. Notice of resignation during the last shift worked is considered adequate.

14. When a layoff due to lack of work is of more than four (4) months' duration, continuity of service is broken until, after rehiring, an employee completes one year of continuous service. After this time his length of service can be restored, counting the time before and after, but not during the layoff, and his vacation period started from the anniversary date of his returning. Such restoration of service, however, is contingent upon the man keeping the Company posted as to his current address and the man reporting back to work as soon as practical when recalled. His vacation pay would be granted on the basis of his restored length of service.

15. Employees may be paid on leaving for vacation, for earnings to date of leaving plus vacation pay and less usual deductions for the period for which they are being paid.

APPENDIX "F"

TRADESMEN PROMOTION PLAN

Canadian Paperworkers Union at St. Marys Paper Inc., Sault Ste. Marie, Ontario.

1. Trades and Classifications

(1) There shall be two rates of pay for painters, 'B' and 'A'.

(2) There shall be three rates of pay for mechanics' helpers, 'C', 'B' and 'A' except in the case of Painters' Helpers for whom there shall be one rate, 'A'.

(3) It is the sole right and responsibility of management to determine the number of mechanics and mechanics' helpers required to take care of mill repair and maintenance requirements satisfactorily.

(4) The Company agrees to promote qualified personnel from within before consideration is given to hiring tradesmen from the outside.

2. Schedule of Rates

(1) The schedule of rates for journeymen and helpers appears in the main wage schedule.

(2) No differential in rates between skills will be paid. A journeyman machinist will be paid the same rate as a journeyman electrician. A journeyman electrician will be paid the same rate as a journeyman millwright, etc.

3. Promotion and Demotion

(1) Helpers who enter the maintenance departments after the signing of this agreement must have a minimum number of credits equivalent to Grade X technical or academic education, pass a mechanical aptitude test and must enter the departments through job posting.

(2) A helper will remain at the 'C' rate of pay for a period not exceeding six (6) months. During this period, his progress will be reviewed to determine if he can progress satisfactorily in the trade in which he is employed and if his progress is unsatisfactory he will be taken out of the maintenance department. If retained as a helper, he will be paid the 'B' rate of pay for the following eighteen (18) months.

- (3) (a) After serving for eighteen (18) months at the 'B' rate of pay, the mechanic helper will be paid the 'A' rate of pay during the remainder of the time he is employed as a mechanic helper.
- (b) When a helper, who has qualified as a journeyman and is waiting for promotion, is directed to do the work of a journeyman on a temporary basis he will be paid the journeyman rate while doing such work.
- (c) When a helper, who has not qualified as a journeyman, is directed to do the work of a journeyman on a temporary basis he will be paid the rate of the job on which the employee is substituting while doing such work. Helpers will be promoted to 'A' journeyman when qualified and openings exist.

- (d) The Company agrees to promote either the Helper or the Apprentice who has been first to qualify for the promotion in that trade.
- (e) It is understood in all cases of temporary promotion that the senior helper, who has previously qualified or who is actively studying and progressing, in a particular trade, will be promoted.

(4) Effective the date on which the agreement on the Tradesmen Promotion Plan is signed, the accumulation of service as helper may be built up through temporary employment as helper, counting all periods of temporary employment which are of not less than five (5) consecutive working days. Effective May 1, 1975, all service as a helper will be accumulated.

(5) A helper may become a journeyman by:

- (a) Successful completion of the Apprentice Training Program, or
- (b) Proving proficiency in his trade to the satisfaction of the Evaluation Committee after serving a minimum seven (7) years in his particular trade. All of this service must have been in the Sault Ste. Marie mill. He must also have successfully completed a correspondence course equivalent to that presently being taken by apprentices and have passed all examinations set and marked by the correspondence school. The Company will supply a signed Certificate to each helper who meets these requirements.

The Company agrees that Helpers who entered the Tradesmen Promotion Plan prior to April 30, 1969, will not be required to meet the conditions of the Plan in connection with the I.C.S. Course of Instruction in order to be eligible for promotion to Journeyman classification when vacancies occur, provided they meet all other conditions of the Tradesmen Promotion Plan.

However, when employees are promoted in compliance with the above provision, it is understood that for a 12-month period they will be on probation. During this 12-month period they will be expected to prove their ability to perform all the duties of a Tradesman. Failure on the part of the employee to perform all the duties of a Tradesman within the specified 12-month period will automatically mean that they will be reverted to the 'A' Helper classification.

Where a mill has a Mechanical Bullgang, an employee's service in the Bullgang may be credited toward his helper term of service but in no case shall the credit exceed one year.

- (c) A helper must have accumulated the tools for his trade, at yearly intervals as specified in the "Trade Apprenticeship" Plan, after he reaches the 'A' helper rate of pay. In addition, he must use these tools as necessary to perform his work.

- (d) During the last twelve (12) months spent in the helper period the helper shall be periodically assigned jobs in his own trade, for a total time not to exceed ninety (90) working days.
- (e) A Committee consisting of the Mill Manager or his designated representative, the employee's superintendent and foreman will be established to evaluate the performance of each helper who has met the requirements outlined in Section 5.(a) to 5.(e) above.

The Industrial Relations Department will be represented at Committee meetings to record the minutes of proceedings and to certify that the helper has fulfilled the time and technical training requirements for his trade, as outlined in Section 5.(b) and 5.(c).

Two representatives of the Union to which the employee belongs may be present during the evaluation meeting and may offer to the Committee any appropriate comments or assistance. In addition, the employee who is being evaluated may be present and may offer comments to the Union representatives.

The function of this Committee will be to assess the helper's performance on the job and to advise him if he is qualified for promotion to journeyman status. If he is not qualified for promo-

tion, the reason will be explained at this time. In the event of disagreement, grievance procedure will apply.

The Committee will meet semi-annually about May 1st and November 1st.

It is understood that a helper will be promoted to journeyman only when and if a vacancy exists. Once qualified for promotion a helper will not be evaluated again. Helpers who fail to qualify for promotion will be evaluated semi-annually.

- (f) Correspondence courses for helpers will be purchased under the St. Marys Paper Inc. Educational Assistance Plan but in the case of helpers the refund will be 100% of the net cost on successful completion of the course, providing the helper is enrolled after having completed his probationary period.
- (g) The Company will provide study time with pay to Helpers under the following conditions:
 - (i) Helpers must be enrolled in the full I.C.S. Apprentice Course approved for their trade.
 - (ii) Helpers must have satisfactorily completed 50% of the course on their own time and passed I.C.S. progress tests.

(iii) Four (4) hours study time per week with pay will be provided for a maximum of 12 months for each of the last two sections of the course, each section amounting to 25% of the total number of lessons.

(6) Upon promotion to journeyman status, a helper will be paid the 'A' journeyman rate of pay. Upon promotion to the Painter classification, a Painter helper will be paid the 'A' Painter rate. Painter Helpers will be paid the 'B' rate when spray painting.

(7) Notwithstanding Article 5.04, if the Company hires a journeyman mechanic, he may be discharged at any time in the first six (6) months of employment as a journeyman if he is not considered sufficiently qualified for advancement in his trade. Journeymen hired from outside the mill may be paid 'A' journeyman rate or paid probationary rates equal to the fifth year, first or second half, apprentice rates. If hired at the first half fifth year probationary rate, they must be promoted to the second half fifth year rate after six (6) months and to the 'A' journeyman rate after one year.

(8) In any case where a journeyman has not been promoted, for any reason, above the present 'C' or 'B' class, he will remain at a rate equal to either the fifth year, first or second half, apprentice rate, until the reason for his not having been promoted has been removed.

4. Notes

Rates for leading hands, assistant foremen and foremen will have to be determined after examining the effect of the new rate sched-

ule of 1948 on the earnings of the men whom they supervise.

This committee cannot appraise the degree of mechanical skill required or repair work done by the various operators across the Company but can only recommend that those occupations which are listed in the consolidated rate sheets of 1948 for the entire Company on page 4, sections headed Crane and Locos and Steam Operation and page 5 Miscellaneous be examined according to the following formula for electricians.

The Electricians who work shifts are known as Motor Tenders, Motor Maintenance Men, Drive Operators, Tour Electricians, Shift Electricians, Sub-station Operators. Such men must fall into two classifications - Maintenance Men or Operators.

Shift men to qualify as Mechanics must be able to do all repair work in a minor breakdown without supervision during their shift.

Shift men whose duties are that of oiling, inspection and minor adjustments are to be classed as Operators, and their rates are not to be considered in the Tradesmen Promotion Plan.

Mechanics employed in the following occupations on a full time basis will be classified and paid according to the class in which they fall in the new mechanics rate schedule:

Roll Grinder
Saw Filer
Babbitt Man

The above list will be modified at each Division to conform to the list in the present agreement at that Division.

5. The qualifications for helpers in the mechanical trades shall be as follows:

Mechanic Helper Class 'C'

A helper will be in this class a maximum of 6 months, on probation to determine if he has the qualifications for advancement, and is a safe worker. If satisfactory, this man will be promoted to a Class 'B' helper; if not satisfactory, the man will be removed from this class.

Mechanic Helper Class 'B'

A helper in Class 'B' must be physically fit to carry out his duties effectively, and shall be expected to have sufficient mechanical aptitude for his trade, and to have sufficient ability and educational background to successfully pursue a program of instruction that will qualify him eventually as a journeyman Class 'A'. A Class 'B' helper must be willing to undertake some kind of instruction or training to obtain proficiency in his work and to have started to accumulate a number of tools required for his trade.

Mechanic Helper Class 'A'

A helper Class 'A' shall be expected to have a minimum of eighteen month's experience as a Class 'B' helper; to have followed the requirements of Class 'B' helper and have demonstrated to his superiors that he has the potential ability to become a journeyman Class 'A', and must have accumulated the number of tools required for his trade.

Painter Helper

A painter helper shall be expected to be physically fit, to be able to climb and to work safely high above floors or ground, to use cleaning equipment such as wire brushes,

air hammers, electric hammers, hydro silica gun, etc., and to brush on paint as instructed.

6. The qualifications for mechanics shall be as follows:

Machinist, Class 'A'

A machinist Class 'A' shall be expected to have had a minimum of five years' practical machine shop experience; to understand and to read drawings without supervision; to turn out satisfactory and efficient work on any standard type of machine shop machine tool; to grind and sharpen all classes of tools; to know from practical experience what fits are required for various uses; and to be a first class bench hand.

Millwright, Class 'A'

A millwright, Class 'A', shall be expected to have had a minimum of five years' practical experience; to erect, line up and level any machinery normally used in the mill; to undertake the dismantling, repair and reassembly of equipment, including equipment requiring accurate workmanship and to have specialized knowledge and experience of at least one class of equipment which will enable him to detect and locate any incipient trouble and recommend corrections; to have a general knowledge of the functions of plant machinery and be able to detect and repair defects which develop; and he must understand thoroughly the safe methods of handling heavy objects and be able to use safe types and sizes of slings or other equipment for lifting them; to read and understand drawings without supervision; to know from practical experience what fits are required for various uses, including anti-friction bearings; to understand and to be

responsible for provision of proper oil distribution and sealing in bearings and other moving parts; and to be capable of leading other millwrights in repair or installation work under the general supervision of a Foreman.

Carpenter, Class 'A'

A carpenter Class 'A' shall be expected to have a minimum of five years' practical experience; to use, sharpen and care for the tools of his trade; to set up and operate woodworking machine tools in the shop and to sharpen the cutters for these tools; to identify the different species of wood and know their normal uses and characteristics; to be able to use substitutes for ordinary wood; to be able to fabricate all forms and any objects made from wood and normally required for the paper manufacturing process; to be able to build scaffolds in accordance with the Provincial Labour Code; to be able to do every kind of cabinet making required in the mill; to read and understand drawings without supervision and to be capable of leading other carpenters in repair or installation work.

Pipefitter, Class 'A'

A pipefitter Class 'A' shall be expected to have a minimum of five years' practical experience; to use all the tools of his trade in an efficient and effective manner; to perform skillfully all operations required in the installation and maintenance of any pipe system normally required in a paper mill so as to ensure reliability of service and economy of materials; to have a working knowledge of pumps, syphons, injectors, automatic valves and gauges; and to understand thoroughly the safe methods of handling heavy objects and be able to use safe

types and sizes of slings or other equipment for lifting them; to have a good working knowledge of the services and locations of the pipe lines in the mill so as to be able to isolate quickly any broken or leaking pipes; to understand and read drawings without supervision; to undertake any job himself; and to be capable of leading other pipefitters under the general supervision of a Foreman.

Painter, Class 'B'

A painter, Class 'B' shall be expected to have had a minimum of two years' experience as a helper or as a painter in an outside organization; to be able to rig stagings; to have a fair knowledge of ropes, knots and tackle; to use paint guns effectively and do brush work; to care for all the tools of his trade, such as brushes, guns, hoses, hammers, etc., to conserve their life; to understand and be able to use paint removers, primers, fixatives, protective coatings for mill work; and to be able to glaze windows.

Painter, Class "A"

In addition to fulfilling all the requirements of painter, Class "B", a painter Class "A", shall be expected to have had a minimum of four years' practical experience; to be able to do all types of interior decorating in offices or houses; to have a working knowledge of pigments, vehicles, oil thinners, dryers, mixing paints and colours, theory of paint colours, formulas for paint covering, capacities, graining, staining, sanding, painted work, calcimining, fuming, filling, varnishing or wax finishing; and to be capable of leading other painters under the general supervision of a Foreman.

Welder, Class "A"

A welder, Class "A", shall be expected to have completed a recognized training course and to have had a minimum of five years' practical experience; to have a thorough knowledge of the principle of making a good weld; to have a working knowledge of the welding code; to recognize different metals and select the right procedure for welding each of them; to plan and carry out each job with the least possible expenditure of time and material; to secure good fusion and thorough penetration on every weld; to test his own work, recognize defects and overcome them; to read working drawings and work to specifications called for; to do electric arc as well as acetylene weldings and burning, lead burning, sweating, brazing, hard-surfacing, etc., vertical overhead or in any position; and to hold a certificate of license for electric welding and/or oxy-acetylene welding under prevailing Provincial Regulations or the equivalent permitting him to carry out welding on pressure vessels and piping up to pressure levels required for mill equipment.

Instrument Mechanic, Class "A"

An instrument mechanic, Class "A", shall be expected to have had a minimum of five years' experience in instrument work. He must be able to dismantle, repair and assemble all common types of Instruments, including pneumatic, electric and electronic and other such types as may be used for indicating, recording, or controlling process variables; to be able to adjust recording and/or controlling instruments to give optimum results; to own such tools as are necessary for this work. He must be capable of lead-

leading other instrument mechanics, helpers and apprentices in instrument preventive maintenance, calibration, repair and installation; to read working drawings without supervision and wiring diagrams after details have been explained; to teach junior men the skills and knowledge of the trade, to be familiar with new instruments as installed in the mill; to follow planned schedules of inspection and maintenance of all meters and instruments; to be a safe worker and to perform such other related duties as may be assigned from time to time.

APPENDIX "G"

ELECTRICIAN PROMOTION PLAN

1. Trades and Classifications

- (1) When a journeyman is assigned the responsibility of a working supervisor in a crew of not less than 5 men required to do maintenance or construction work, he will be designated by the Electrical Superintendent or Foreman as a Lead Hand and shall be paid 14 cents per hour above the 'A' rate during such time as he exercises this responsibility.
- (2) When additional supervision is required on a continuous basis a journeyman will be appointed a Lead Hand and will be paid 14 cents per hour above the 'A' journeyman rate. Lead Hands assigned responsibility in the absence of a salaried foreman or superintendent shall receive a premium of 26 cents per hour while they are carrying such responsibility.
- (3) It is the sole right and responsibility of management to determine the number of electricians required to take care of mill repair and maintenance requirements satisfactorily.

2. Schedule of Rates

The schedule of rates for journeymen and helpers appears in the main wage schedule.

3. Promotion and Demotion

- (1) Notwithstanding Article 5.04, if the Company hires an electrician, he may be discharged at any time in the first ~~six~~ (6) months of employment as a journeyman if he is not considered sufficiently qualified for advancement in his trade. Journeymen hired from outside the mill may be paid the 'A' journeyman rate or paid probationary rates equal to the fifth year, first or second half, apprentice rates. If hired at the first half fifth year probationary rate, they must be promoted to the second half fifth year rate after ~~six~~ (6) months and to the 'A' journeyman rate after one year.
- (2) In any case where a journeyman has not been promoted to class 'A', he will remain at a rate equal to either the fifth year, first or second half, apprentice rate, until the reason for his not having been promoted has been removed. An immediate review of the journeyman involved will be carried out to make sure that the reason is valid under the Electrician Promotion Plan.
- (3) With the elimination of 'B' and 'C' journeymen rates and Helper rates, it is recognized that certain employees because of qualification and job duties will remain on negotiated rates.
- (4) In those mills where Electrician Helpers are employed, such helpers, if

qualified, must be allowed to progress to journeyman level under the provisions of Section 3, Promotion and Demotion in the Tradesmen Promotion Plan covering the promotion of mechanics.

- (5) An approved Industrial Electronics Course has been established to provide a higher level of training.
- (6) All members of Electrical Departments, including apprentices, will be eligible to enroll for this course which will be available through the St. Marys Paper Inc. Education Assistance Plan. (75% refund upon successful completion of course.)
- (7) When through completion of the approved course or through diagnostic tests a member of the Electrical Department meets the established standards, he will receive a premium of 25 cents per hour in addition to his regular rate, however an apprentice will not receive this premium until he has been classified as an 'A' journeyman.
- (8) The diagnostic test referred to above will be supplied and marked by the school which supplies the approved electronic course and will evaluate the extent of the employee's knowledge of the course content.

4. Notes

Rates for leading hands, assistant foremen and foremen will have to be determined after examining the effect of the new rate schedule of 1948 on the earnings of the men whom they supervise.

This committee cannot appraise the degree of mechanical skill required or repair work done by the various operators across the Company but can only recommend that those occupations which are listed in the consolidated rate sheets of 1948 for the entire Company on page 4, sections headed Crane and Locos and Steam Operation and page 5 Miscellaneous be examined according to the following formula for electricians:

The electricians who work shifts are known as Motor Tenders, Motor Maintenance Men, Drive Operators, Tour Electricians, Shift Electricians, Substation Operators. Such men must fall into two classifications - Maintenance Men or Operators.

Shift men to qualify as Mechanics must be able to do all repair work in a minor breakdown without supervision during their shift.

Shift men whose duties are that of oiling, inspection and minor adjustments are to be classed **as** Operators, and their rates are not to be considered in the Tradesmen Promotion Plan.

5. The Qualifications for Electricians are as follows:

Electrician, Class 'A'

An electrician, Class 'A', shall be expected to have a minimum of five years' practical experience and to be able to work directly from electrical drawings and install equipment in accordance with government standards and regulations. He must be a safe worker as to electrical methods and practices and in working from scaffolds and ladders.

He must have specialized knowledge of some particular class or classes of electrical equipment, such as transformers (power distribution), oil circuit breakers (above 200-A), cable splicing to 800,000 C.M. 30-2300-V, batteries and battery charging, electric trucks, motors and generator (A.C. or D.C.), buss bonding and erection, signals, elevators, conduit bending 1/2 inch to 4-inch, lighting series and multiple, air circuit breakers (A.C. and D.C.), and cable training; to diagnose and repair common troubles, such as hot bearings, over-heated motors.

He must understand the fundamental working of common electrical equipment; to recognize dangerous practices; potential shorts and grounds, and to be able to test and locate grounds by usual methods.

He shall be expected to be able to re-wind simple motors; to repair common types of electrical equipment; to have knowledge of winding coils for given service; to have knowledge of different characteristics and classes of motor windings; and to be able to take off own data from original windings; to have knowledge of telephones and auto calls and to have knowledge of magnet wire sizes and shapes and uses thereof; to be a solderman.

He must have a good knowledge of various types and grades of oils and greases and the uses thereof; to have a basic knowledge of industrial electronic circuits such as: photo electric relays, simple amplifiers, etc.; to recognize common electrical phenomena such as eddy currents, hysteresis, capacity, induction, resistance, etc.

He must be aware of local regulations regarding protection, mounting heights of switches, pole sizes, safety regulations, etc.; to be able to adjust and carry out minor repairs to common meters; to have a sound knowledge of meters and instruments, relay and instrument transformers; to be able to figure out voltage drops; to be able to cut out a motor coil on A.C. or D.C. machines and to distinguish between A.C. and D.C. resistance effects; to take usual tests with volt meter, ammeter, and watt meter, and to make proper connections to each; to recognize the effects of reactance, inductance and capacitance and to know the common relations between H.P., K.W., K.V.A., K.W.H., amps, volts, ohms, etc.; to turn out satisfactory work on any type of electrical equipment encountered in the Company's mills; to be able to direct the work, teach and keep fully employed up to four other workers.

APPENDIX "H"

TRADE APPRENTICESHIP PLAN

Canadian Paperworkers Union at St. Marys Paper Inc., Sault Ste. Marie, Ontario.

1. St. Marys Paper Inc., as part of its employee development program, has established an apprenticeship system. In it, a carefully selected man, interested in one of the trades practised in our mills, is given work experience by varied shop and mill assignments, and must complete a suitable course of instruction in drafting, blueprint reading and related theory. By so developing tradesmen, St. Marys Paper Inc. prepares replacements for future retirement of its skilled older journeymen, while offering to some of its employees an opportunity to develop and increase their skill and knowledge by learning a trade. By being thus assured of an adequate supply of skilled tradesmen, the Company is better enabled to maintain its equipment in proper shape for efficient production.

2. REQUIREMENTS

- (1) An applicant for apprenticeship must be at least 17 years of age. Individuals employed by the Company as Mechanic Helpers will be considered for appren-

tice training providing they meet all the other requirements.

- (2) An applicant for apprenticeship must have a secondary school graduation diploma or equivalent.
- (3) A graduate of a 4 year Science, Trades and Technology course (who has specialized in the trade in which he is to be apprenticed) shall be granted one year's standing on his term of apprenticeship.
- (4) A graduate of a three year course at a College of Applied Arts and Technology or similar institution (who has specialized in the trade in which he is to be apprenticed) shall be granted two years standing on his term of apprenticeship.
- (5) Time allowances for completion of various Government trade school courses or combination of courses will be 6 to 24 months depending on agreements reached with and approval of Provincial Apprenticeship Boards and Trade School authorities.
- (6) Preference will be given to present employees who desire to become apprentices and meet the above-listed requirements.

3. SELECTION

- (1) All applications for apprenticeship are to be sent to the Industrial Relations Department.
- (2) Senior applicants meeting the minimum requirements under the provisions of the Plan will be given preference.
- (3) Prior to commencing the trade apprenticeship, the successful applicant will be thoroughly familiarized as to the Terms of Apprenticeship. He will then be required to sign an Apprenticeship Indenture (and if under the age of 18, co-signed by parent or guardian) certifying that he has read, understands, and agrees to all the terms and conditions of the Trade Apprenticeship of St. Marys Paper Inc.

4. TERMS OF APPRENTICESHIP

- (1) The period of Apprenticeship will be four (4) years, divided into 8 periods, each of **six** (6) months duration. After graduation, if retained, an apprentice will automatically proceed over a one (1) year period to journeyman status, as indicated in the Apprentice "Rates of Pay".
- (2) Technical training pertaining to the trade will be provided by:
 - (a) Whenever possible, the technical training of apprentices shall be provided through attendance at

government trade schools. In such cases the number of hours of technical training an apprentice receives shall be determined by the authorities in charge of the trade school.

- (b) If suitable government trade school training is not available, four hours per week of the apprenticeship term will be allowed for classroom instruction or correspondence course study.
- (3) The first period shall be considered entirely a probationary period and his continuance as an apprentice depends upon ability, progress and attitude as demonstrated during this trial period.
- (4) Where technical training cannot be taken at a trade school because suitable courses are not available, correspondence courses in the related subjects will be used. Courses will be purchased under our Educational Refund Plan but in the case of an apprentice the refund for this course will be 100% of the net cost on successful completion of the course.

The Industrial Relations Department will review course content for the various trades as provided by the government trade schools and if additional technical training is considered necessary, an apprentice may be required to

take a correspondence course **as well as** attend a trade school.

- (5) Except as indicated in sub-section (4) above, when an apprentice receives his technical training at a government trade school, he **will** not be enrolled for a correspondence course and will not be allowed time for study during his regular hours of work. However, any employee who **is** already enrolled for a correspondence course shall complete such course under the conditions contained in this agreement.
- (6) After an apprentice has completed his required correspondence course, all remaining study time, allowed on the basis of four hours per week, will be available to him for further approved technical training, if he so desires.
- (7) To be eligible for advancement at the end of any **six** month period, an apprentice must have completed his shop work to the satisfaction of the shop management, his technical training to the satisfaction of the trade school, or in the case of a correspondence course he must have submitted the required number of lesson assignments and have satisfactory grades on those returned.
- (8) **An** apprentice who does not qualify for advancement at the end of any six month period shall be considered as re-entering upon a trial period, and shall be notified as to the nature of his un-

satisfactory work by his immediate supervisor. If he does not qualify after three additional months, he shall be dropped from the apprentice course.

- (9) A helper may apply for entry into the apprentice plan. If he is accepted into the plan, an assessment of his skill and knowledge shall be made by the Apprentice Committee for which he may be given credit towards the apprenticeship time to be served. This credited time shall not exceed fifty percent of the applicant's service as a helper in the respective trade, and in no case shall it exceed two years. When a helper enters the plan he shall be paid the apprentice rate stipulated for that particular period in which he enters. When a helper on the payroll at April 30, 1963, enters the plan with an hourly rate in excess of that paid for the apprentice period for which he has been accepted, his rate will not be reduced nor will an increase be granted until his apprentice period rate catches up.
- (10) Tools are essential for tradesmen. At the 12, 24, 36 and 48 month completion points of the training program the apprentice will be required to submit proof to the Apprentice Committee that he owns and has in his possession a pre-determined list of tools. Before graduation from the training program the complete list of tools will be checked against the tools owned. Tools

may be purchased through the Company at cost using normal Company procedure.

- (11) Rotation in the various trades for apprentices must be completed prior to the commencement of the last six months an apprentice spends in the plan.
- (12) During the last six months of his apprenticeship period the apprentice will be periodically assigned jobs in his own trade.
- (13) St. Marys Paper Inc. does not guarantee employment upon completion of apprenticeship, but will endeavour to place the graduates in tradesmen's jobs.
- (14) The Company will reimburse apprentices who attend a government trade school for the full cost to the employee (ie. less any contribution made by a government agency) of required text books, upon successful completion of the course.
- (15) For those apprentices who must live away from home to attend a government trade school, the Company will provide a living allowance supplement of \$65.00 per week less any comparable allowance from any government agencies.

5. GENERAL

Helpers

The accepted way to become a tradesman will be by the apprentice route; however, the alternative route outlined in the Tradesmen Promotion Plan may be followed.

Apprentice training does not mean the replacement of helpers as they will always be needed as such, but it does mean that the main source of our future tradesmen will be through apprenticeship.

6. APPRENTICE COMMITTEE

An Apprentice Committee will be formed in each mill composed of the Manager or his representative, and appointed representatives from the following: engineering department, electrical department, mechanical department, personnel department and the Unions or Union concerned. This Committee will deal with such things as: checking on course coverage, progress of apprentices and solving of problems that may arise. The Unions will be advised how many management representatives will attend each meeting and the Unions will be entitled to an equal number of representatives in total.

The final selection of an apprentice shall be done by the Apprentice Committee. The Union representatives on this Committee while it is selecting an apprentice may offer any appropriate comments or suggestions.

7. RATIO OF APPRENTICES TO MECHANICS

During the next ten years the ratio of apprentices to mechanics retiring will depend on the work load of the mill. Mechanics will continue to come from both helpers and apprentices.

8. WORKING CONDITIONS

In general, an apprentice will not be asked to work overtime except in exceptional cases and then he will not be left on the job alone;

a journeyman will work along with him. An apprentice must comply with all the rules and regulations applicable to the department in which he serves.

9. SPECIAL WORK

When a special job comes up, the apprentice in the department concerned will be given an opportunity to work wherever possible with the crew on the job.

10. CERTIFICATE

The Company will supply a signed certificate to each apprentice on completion of his apprenticeship. In addition, where applicable, a Certificate of Apprenticeship shall be presented by the Provincial Department of Labour to each apprentice who is registered with the Department and who completes his apprenticeship.

11. SENIORITY

When a man transfers from some other job to the status of an apprentice in one of the mechanical trades, he shall maintain his seniority in the job from which he transferred for a period of 6 months. Following such probationary period, his seniority shall develop exclusively within the mechanical group to which he transferred. If, when the period of apprenticeship (4 years) is served there is a vacancy for a journeyman in the trade for which the apprentice is qualified, he will be retained and will be granted 2 years' seniority as a journeyman and will become eligible for promotion in accordance with the Tradesmen Promotion Plan.

12. RATES OF PAY

- (1) The schedule of rates for apprentices appears in the main wage schedule.
- (2) When an apprentice is attending a trade training course at a Government Trade School, the following pay arrangements will apply:
 - (a) The apprentice may receive a weekly training allowance from the Provincial Department of Labour or the Federal Manpower Office while attending school. The Company will supplement this allowance to provide the apprentice with a total weekly income equal to forty (40) times his regular hourly rate of pay. Calculation of the Company's portion will be based on the Government allowance for an apprentice who is able to live at home while attending the Trade School.
 - (b) If the apprentice is required to live away from home in order to attend a trade training course, he will receive the Company pay supplement referred to above, in addition to any increased allowance paid by the Department of Labour to a trade trainee living away from home.
 - (c) Payment of supplementary pay will be made on regular pay days. To receive this pay the apprentice

must maintain satisfactory attendance and performance records at school during his trade training course.

- (d) The Company will provide the foregoing weekly pay supplement for the number of weeks normally required to complete trades training courses. Should an apprentice be required to spend more than the normal number of weeks to complete a course he will not receive Company pay during the additional time in school.
- (e) An apprentice's entitlement to Vacation with Pay, Statutory Holiday Pay, Sick Leave and Funeral Leave will not be affected by his attendance at a Trade School, nor will his participation in any employee welfare plans in which he is enrolled. Permission of the school authorities must be obtained for all absences.

13. LOSS OF WORKING TIME

An apprentice may lose up to a maximum of thirty (30) scheduled working days due to sickness or accident, during his four year term of apprenticeship, without having to serve additional time. Extension of the term of apprenticeship will be considered by the Apprentice Committee in the event that an apprentice loses more than thirty (30) working days.

APPENDIX "I"

WEEKLY INDEMNITY PLAN

1. DEFINITIONS

In this plan, unless otherwise specifically provided,

- (a) "Accident" is a bodily injury caused by external, violent means;
- (b) "Disability" is a disability preventing an employee from pursuing any gainful occupation arising from any mental infirmity, bodily disorder, or bodily injury, verified to the satisfaction of the Company and/or insurer, and not otherwise excluded by this plan;
- (c) "Employee" means an employee in the active employment of the Company, who participates in this plan;
- (d) "Insurer" means the insurance company or carrier appointed by the Company;
- (e) "Plan" means the St. Marys Paper Inc. Weekly Indemnity Plan;
- (f) "Wage" means an employee's regular weekly wage, based on forty (40) times his straight time average rate for the forty (40) hours worked prior to the start of disability, excluding any overtime premium or shift bonus. Employees who are regularly scheduled to work a 42 hour work week will have their benefits calculated on that base.

2. PARTICIPATION

(a) All employees of the Company listed on the attached participation schedule shall be eligible to participate in this Plan, in accordance with the provisions listed herein.

(b) Participation in this Plan is limited to eligible employees who have completed three months of continuous employment with the Company.

3. AMOUNT OF DISABILITY BENEFITS

(a) The amount of disability benefits shall be 70% of an employee's wage, as defined in Section 1 (f), immediately preceding the date of disability with no maximum.

(b) Change in Benefits
Any employee not actively at work on the effective date or dates of the changes in benefits will not be eligible for the increase in benefits until the date of his return to active employment.

(c) A daily rate of payment for each calendar day of absence that qualifies for payment shall be one-seventh the weekly amount of disability benefit under Section (a) hereof.

4. ELIGIBILITY FOR PAYMENT

(a) (1) Except in the case of disability arising out of an accident or illness requiring hospitalization, an employee shall be eligible to receive an amount of disability benefit in accordance with Section 3 hereof, for a period not exceed-

ing fifty-two (52) weeks for any illness, beginning after three (3) consecutive days of continuance of the disability.

- (11) In the case of a disability arising out of an accident or illness requiring hospitalization, an employee shall be eligible to receive an amount of disability benefit in accordance with Section 3 hereof, for a period not exceeding fifty-two (52) weeks for any one accident or such sickness commencing from the date of the accident or first day of hospitalization.

(b) An employee absent from work and in receipt of an amount of disability benefit, shall continue to receive such benefit, even though a work shortage develops which would have resulted in his being laid off had he been at work, provided that the employee remains disabled and continues to furnish evidence satisfactory to the Company and/or insurer, and verifies the continuance of disability.

(c) An employee shall not be eligible for an amount of disability benefit under this plan unless he is actively employed by the Company at the date that he becomes eligible or until he subsequently returns to active employment.

In the event of a lay-off an employee shall be considered as still employed for purposes of this benefit up to the end of the policy month next following the policy month in which the employee was laid off.

(d) An employee making a claim for an amount of disability benefit after lay-off or termination of employment, for disability established to the satisfaction of the Company and/or insurer as having occurred prior to his lay-off or termination, shall be eligible for an amount of disability benefit provided such disability was accompanied by a continuance of absence that commenced prior to actual lay-off or termination.

(e) Successive periods of disability separated by less than four consecutive weeks shall be considered one period of disability, unless the subsequent disability is due to an accident or illness entirely unrelated to the previous disability and commences after return to active employment on a full time basis.

(f) An amount of disability benefit under this plan shall not be paid in the event the absence is a result of,

- (i) Any injury arising out of or sustained while doing any act or thing pertaining to any occupation or employment for remuneration or profit, or
- (ii) Any injury or illness entitling the employee to compensation under any Workmen's Compensation or similar legislation, or
- (iii) Self-destruction or any self-inflicted injury, while sane or insane, or
- (iv) Any injury or illness resulting from insurrection or war, whether

war be declared or not, or from participation in riot or civil commotion, or

(v) Disability for which the employee is not under the treatment of a physician except that authorization for benefits by a chiropractor shall be permitted for up to **four** weeks per insured person per calendar year, or

(vi) Alcoholism or Drug Addiction, unless the employee is undergoing a recognized course of treatment by a specialist in the care and treatment of alcoholism and drug addiction or the employee is undergoing regular rehabilitative treatment approved by the insurer and a licensed physician.

(g) An amount of disability benefit will not be payable following the normal retirement date of an employee, other than retirement under the total and permanent disability provision of the Company pension plan.

(h) An amount of disability benefit will not be payable following the early retirement date of an employee, if early retirement was approved prior to the onset of disability.

(i) An amount of disability benefit will not be payable for those days for which the employee receives holiday pay, vacation pay, or more than one-half day's regular pay, from the Company.

(j) **An employee on Weekly Indemnity who is** determined as being fit for "light duty" by a licensed physician and if no "light duty" work is available, he shall remain on Weekly Indemnity Benefits in line with Section 4 (a) (i).

(k) (i) An amount of disability benefit under the plan shall not be paid in the event the absence **is** a result of pregnancy-related disabilities when an employee is on pregnancy leave of absence or could be placed on such leave by the Company, in accordance with the pregnancy leave provisions of any relevant provincial or federal legislation.

(ii) For employees who fail to qualify for pregnancy leave of absence because of failure to meet the length of service requirements in the relevant provincial or federal law, any leave of absence agreed upon by the employer and employee will be considered a normal leave of absence for legitimate personal reasons.

5. (a) In computing the amount of disability benefits, disability will be considered as starting from the first day of disability; however, in the event of absence due to illness, an employee must be certified by a physician for the disability within the first three (3) days of disability. In the event that the employee **is** not certified within the first three days, disability will be considered as starting two (2) complete days prior to the day that the employee **is** actually certified by a physician.

When an employee becomes ill on a Friday, the three (3) day waiting period will be extended to the Monday. However, if the employee in this instance fails to see his doctor on the Monday immediately following the Friday, the grace period will revert to three (3) days only.

6. MISCELLANEOUS PROVISIONS

(a) An employee who is absent due to disability or on an authorized leave of absence, on the date he was to become eligible under this plan, and is unable to return to active employment when eligible because of a disability, shall, upon the date of his return to active employment, be eligible to participate in this plan;

(b) An employee absent on an authorized leave of absence on the date he was to become eligible under this plan, shall, upon the date of his return to active employment, be eligible to participate in this plan;

(c) If an employee who has been covered under the terms of this plan is granted an authorized leave of absence, such employee shall be considered as still covered under the terms of this plan, but not beyond the end of the policy month next following the policy month in which such employee ceased work.

(d) If requested, the Company may make advance payments after receipt of formal claim, at normal pay intervals until the claim is processed.

The Company will be reimbursed by the claimant for any advance payments made prior to

the Company's receipt of notification of the adjudication of the claim.

If a claim is denied, advance payments not repaid by the claimant within 30 days following receipt of notification by the Company of such denial, will be recovered by the Company from the claimant's normal pay.

7. GOVERNMENT DISABILITY PLANS

(a) The amount of disability benefit under this plan will be reduced by the amount for which an employee and/or the employee's dependent up to the age of eighteen is eligible under the disability benefit provision of the Canada or Quebec Pension Plan or similar provisions in any other Government plans for disability, for which the employee is receiving an amount of disability benefit under this plan, except for War Disability Pensions and Workmen's Compensation Disability Pensions.

(b) The Company and/or insurer may require certification or verification of the amount of income from the Canada or Quebec Pension Plan or such other Government Plans;

(c) The amount of disability benefit in excess of the amount which should have been paid may be deducted from the amount of any future disability benefit, or repaid by the employee to the Company and/or insurer, as the case may be, through some other mutually satisfactory arrangement.

8. COMPANY PENSION PLAN DISABILITY BENEFITS

The amount of disability benefit under this plan will be reduced by the amount of pen-

sion for which the employee is eligible under the total and permanent disability provision of the Company pension plan.

9. PHYSICAL EXAMINATIONS

The Company and/or insurer reserves the right to require periodic physical examinations throughout the duration of the employee absence due to disability. Such examinations shall be conducted by a physician or physicians designated by the Company and/or insurer.

Cost of physical examinations, transportation and reasonable out-of-pocket expenses related thereto will be paid by the insurer.

10. ADMINISTRATION

(a) It shall be the obligation of the employee to notify immediately the Company of his absence due to disability, following which the Company will issue the necessary initial claim forms to him.

(b) Completed claim forms will be checked by the Company to determine whether or not an employee is a participant in the plan, and the Company will forward the claim forms to the insurer for adjudication and processing.

(c) To assist the insurer in the proper adjudication and processing of claims, the Company and/or the insurer may establish claims control procedures.

(d) (1) A Claims Committee will be established at each mill consisting of a union representative of each participating local and represent

tatives of management, having a representative of management as Chairman, the purpose of which will be to discuss any problems relating to the administration of the plan, and to review claims experience. To assist in the function of the Claims Committee, a representative of the insurer will attend meetings periodically, and claims experience will be made available.

(ii) The Claims Committee may assist in the establishment of claims control procedures which may be required from time to time.

(iii) The Claims Committee will not seek, directly or indirectly, to abridge, modify, add to, or subtract from, the terms of this Plan, nor to secure benefits not payable under the terms of this Plan.

11. All of the foregoing provisions of this plan shall be subject to the Grievance Procedure.

APPENDIX 'J'

ST. MARYS PAPER INC.

LONG TERM DISABILITY PLAN

The Long Term Disability Plan shall be administered in accordance with the terms of an insurance policy and shall contain the following governing provisions:

1. ELIGIBILITY

The Long Term Disability Benefit Plan shall be compulsory for all employees, who are participants in, and who are covered under the terms of the Weekly Indemnity Plan.

2. EFFECTIVE DATE OF COVERAGE

An eligible employee is entitled to benefits provided he is actively at work on the first day the Long Term Disability Benefit Plan becomes effective.

An eligible employee absent from work due to sickness or accident at the effective date of the plan, shall only be eligible for Long Term Disability Plan benefits at the return to continuous active full-time employment over a thirty (30) calendar day period. An eligible employee absent from work due to lay-off at the effective date of the plan, shall be entitled to Long Term Disability Plan benefits upon recall on reporting to work. The Company shall have the right to give medical examinations to employees returning from such lay-off to determine their eligibility under the plan.

3. QUALIFYING PERIOD

An insured employee shall be eligible to receive an amount of Long Term Disability Benefit after fifty-two (52) weeks of benefit entitlement for the same disability under the Weekly Indemnity Plan. Benefit payment shall not commence during a lay-off or strike until the termination of the lay-off or strike.

4. DEFINITION OF DISABILITY

"Disability" shall mean an insured employee who has received fifty-two (52) weeks of benefits under the Weekly Indemnity Plan and who for up to the next ensuing twelve (12) months is unable because of disease or injury to work at his regular occupation, and thereafter is unable to perform any and every duty of every occupation in the mill for which he is reasonably fitted by education, training or experience.

5. AMOUNT OF BENEFIT

(a) 50% of regular straight time hourly rate, multiplied by 2,080 and divided by 12, up to a maximum monthly payment of \$1,300. (\$1,500 for employees commencing Weekly Indemnity benefits after June 1, 1982.) The regular straight time hourly rate shall be the rate used to calculate Weekly Indemnity benefits.

(b) The amount of benefit shall be reduced by any payments on behalf of the employee made under any Government disability plan (except increases in such amounts occurring 12 months or more after disablement), Workmen's Compensation, or any other non-private disability income plan.

6. DURATION OF BENEFITS

Benefits shall cease upon the occurrence of any one of the following:

(a) On the date the employee ceases to be disabled; or

(NOTE: If there is a recurrence of the same disability within four months of return to work, a new qualifying period will not be required, and the disabled employee will be eligible for any balance of Long Term Disability benefit payments. This provision shall take precedence over any recurrent disability provision under the St. Marys Paper Inc. Weekly Indemnity Plan.)

(b) On death, or

(c) On the earlier of retirement or age 65.

7. CONTINUATION OF GROUP LIFE
INSURANCE DURING DISABILITY

An insured employee receiving Long Term Disability Plan Benefits, who was a participant in the Company Group Life Insurance Plan at the commencement of his disability, will continue to enjoy Group Life Insurance coverage at no premium cost to him.

8. EXCLUSIONS

(a) Benefits under the Long Term Disability Plan will not be payable for claims resulting from:

(i) Any injury arising out of or sustained while doing any act or thing pertaining to any occupation or employment for remuneration or profit, or

(ii) Any injury or illness entitling the employee to compensation under any Workmen's Compensation or similar legislation, or

(iii) Self-destruction or any self-inflicted injury, while sane or insane, or

(iv) Disability for which the employee is not under the treatment of a physician, or

(v) Alcoholism or drug addiction, unless the employee is undergoing a recognized course of treatment by a specialist in the care and treatment of alcoholism and drug addiction or the employee is undergoing regular rehabilitative treatment approved by the insurer and a licensed physician.

(b)(i) **A**n amount of disability benefit under this plan shall not be paid in the event the absence is a result of pregnancy-related disabilities when an employee **i**s on pregnancy leave of absence or could be placed on such leave by the Company, in accordance with the pregnancy leave provisions of any relevant provincial or federal legislation.

(ii) For employees who fail to qualify for pregnancy leave of absence because of failure to meet the length of service requirements in the relevant provincial or federal law, any leave of absence agreed upon by the employer and employee will be considered a normal leave of absence for legitimate personal reasons.

9. REHABILITATION

An employee receiving an amount of Long Term Disability Benefit may be asked to undergo reasonable rehabilitation measures which have been the subject of prior consultation with the employee's doctor, at no cost to the employee. **If** such employee refuses to undertake such rehabilitation, he may be declared not eligible for an amount of disability benefits.

APPENDIX "K"

ST. MARYS PAPER INC.

SUPPLEMENTARY HEALTH CARE PLAN

This description outlines the principal features of the Supplementary Health Care Group Insurance Plan. Insurance policies applicable to this coverage are held for St. Marys Paper Inc. employees.

ELIGIBILITY

Employees

All employees are eligible upon completion of ninety (90) working days.

Dependents

For purposes of dependents' coverage provided under the plan, eligible dependents include the wife or husband and unmarried children from birth to their 21st birthday.

No person may be eligible for benefits both as an employee and as a dependent, or as a dependent of more than one employee.

Dependents become eligible on the same date as you do, or if acquired later, on the date they first become eligible dependents.

DESCRIPTION OF BENEFIT

If you incur Class I Covered Expenses the plan will pay 100% of such expenses with no deductible.

If you incur Class II Covered Expenses in excess of your Deductible in any calendar year, this plan pays you 100% of such excess expenses.

The Deductible applies only once in any calendar year. The amount of your annual deductible is \$10.00 per insured individual with a maximum family deductible of \$20.00.

The Maximum Lifetime Benefit for all Covered Expenses is \$10,000 for each insured family member. On January 1 of each year, up to \$1,000 of the maximum lifetime benefit previously utilized, will be automatically restored.

For example, if you receive \$1,700.00 in benefit payments in one calendar year, your maximum benefit will automatically be restored by \$1,000.00 on the next January 1, making your new maximum \$9,300.00. The next January 1, your maximum will be restored to \$10,000 provided benefits paid in that year were \$300.00 or less.

COVERED EXPENSES

Covered Expenses included under the plan are the charges which you are required to pay for the following services and supplies received while you are insured, for the treatment of non-occupational injuries, diseases or for pregnancy.

Class I Expenses

HOSPITAL BOARD AND ROOM AND OTHER NECESSARY SERVICES AND SUPPLIES up to the difference between the hospital's daily charge for ward and average semi-private accommodations.

Class II Expenses

Note: **Any** dollar limits referred to in the list of Class II Expenses are the charges recognized by the plan and not the benefits payable since these charges are subject to the Deductible as stated earlier.

DRUGS AND MEDICINES obtainable only upon a physician's prescription and dispensed through a registered pharmacist.

PROFESSIONAL AMBULANCE SERVICE when used to transport the individual from the place where he is injured by an accident **or** stricken by a disease to the first hospital where treatment is given, or from a hospital to a convalescent hospital. No other expenses in connection with travel are included.

OUT-PATIENT HOSPITAL, SERVICES AND SUPPLIES in connection with

- use of examination or operating room,
- drugs, dressings or casts
- anaesthesia in connection with the performance of a surgical procedure but not charges made by a resident physician or intern of a hospital.

REGISTERED GRADUATE NURSE (R.N.) other than a nurse who ordinarily resides in your home, or who is member of your or your spouse's family, provided such services have been ordered by a physician.

CONVALESCENT HOSPITAL BOARD AND ROOM AND OTHER NECESSARY SERVICES AND SUPPLIES up to the difference between the hospital's daily charge for ward and average semi-private accommodations for as many as 120 days during any one period of disability provided the individual is admitted to the convalescent hospital within 14 days following confinement in a hospital. All confinements in a convalescent hospital will be considered as one period of disability unless confinements are separated by at least 90 days.

TREATMENT BY A PROVINCIALY LICENSED CHIROPRACTOR, OSTEOPATH, NATUROPATH, PODIATRIST OR CHRISTIAN SCIENCE PRACTITIONER up to \$7.00 per treatment and up to \$25 per disability for X-rays but not more than 30 visits in any calendar year for each type of such practitioner. However, no benefit will be paid for any charges in excess of \$7.00 per treatment and no benefit will be paid while the individual is entitled to similar benefits under any provincial health plan.

PHYSIOTHERAPY by a person duly qualified and registered and legally engaged in the practice of physiotherapy, provided such services, by duration and type, have been prescribed by a physician.

TREATMENT BY A PERSON DULY QUALIFIED AND REGISTERED AND LEGALLY ENGAGED IN THE PRACTICE OF PSYCHOLOGY on the written recommendation of a physician up to \$25 for the first visit and \$10 for each additional visit but not more than 30 visits in any calendar year.

TREATMENT BY A PERSON DULY QUALIFIED AND REGISTERED AND LEGALLY ENGAGED IN THE PRACTICE OF ACUPUNCTURE FOR NOT MORE THAN \$7.00 PER VISIT, AND NOT MORE THAN 30 VISITS PER YEAR.

TREATMENTS BY A MASSEUR who is duly qualified and registered and legally engaged in the practice of massage provided such services, by duration and type, have been prescribed by a physician but not more than \$7.00 per visit, and not more than 30 visits in any calendar year.

SPEECH THERAPY by a person duly qualified and registered and legally engaged in the practice of speech therapy provided such services, by duration and type, have been prescribed by a physician but not more than 30 visits in any calendar year.

PSYCHOANALYSIS - Physician charges in connection with Psychoanalysis treatment are a covered expense where permitted by law.

OUT-OF-PROVINCE EMERGENCY TREATMENT as described in (1) and (2) below incurred in connection with emergency treatment while the individual is outside the province in which he normally resides or outside the country.

- (1) Charges by a general practitioner or specialist in excess of the amount allowed under the Provincial Hospital and Medical Plans in the individual's normal province of resi-

dence, provided such charges are reasonable and customary in the area in which they were incurred.

- (2) Up to \$50 per day for charges for hospital confinement in excess of the allowance for ward accommodation payable by the Provincial Hospital Plan in the individual's normal province of residence. No charges will be considered unless all or part of the daily charge is payable under such Provincial Hospital Plan, nor for any type of accommodation for which the individual would not have been covered under this Plan had he been hospitalized in his normal province of residence.

RENTAL OF IRON LUNG, WHEELCHAIR OR OTHER DURABLE MEDICAL OR SURGICAL EQUIPMENT.

ARTIFICIAL LIMBS AND EYES, CRUTCHES, SPLINTS, CASTS, TRUSSES AND BRACES when prescribed or ordered by the attending physician.

EMERGENCY DENTAL WORK OR COSMETIC SURGERY performed by a physician or dentist for the prompt repair of natural teeth or other body tissue and required as a result of a non-occupational accident.

ANESTHESIA, OXYGEN, BLOOD AND BLOOD PRODUCTS.

ILEOSTOMY, COLOSTOMY AND DIABETIC SUPPLIES.

DIAGNOSTIC LABORATORY AND X-RAY EXPENSES.

GENERAL PROVISIONS

Definitions

Definitions relating to this Plan shall be those set out in Excelsior Life Insurance Company policy XC2652, effective November 1, 1970.

Continuation of Supplementary Health Care Benefits For Incapacitated Children:

- If your child **is** incapable of earning his own living because of mental retardation or physical handicap, and is dependent on you for support, coverage may be continued beyond age 21. Proof of incapacity must be submitted to the insurance company within 31 days after the child has reached age 21.

EXCLUSIONS

Your Supplementary Health Care Plan does not cover:

- (1) Medical or other expenses in connection with periodic health check-ups or examinations, travel for health or cosmetic surgery.
- (2) Dental services unless treatment is the result of a non-occupational accident. Service for accidental dental claim must be rendered within 6 months of the accident.
- (3) Any expenses for which a covered individual is not required to pay.
- (4) Any charges which are not permitted to be insured under legislation.
- (5) Any injury or sickness for which the insured is entitled to indemnity or compensation

under any Workmen's Compensation legislation.

- (6) Charges which are not recommended and approved by the attending physician.
- (7) Any injury or disease which results from an act of war or hostilities of any kind.

Co-ordination of Benefits

This plan will pay either its regular benefits in full, or a reduced amount which, when added to the benefits available under the other plan, or plans, will equal 100% of covered expenses.

'Plan' means any plan under which medical or dental benefits or services are provided by:

- 1. Group insurance or any other arrangement of coverage for individuals in a group whether or not insured, or
- 2. Any prepayment arrangement, or
- 3. Any coverage for students which is sponsored or provided through a school or other educational institution.

Termination of Benefits

Termination of Employment:

In the event of termination of employment for any reason, benefits will cease on the date of termination of employment.

Workmen's Compensation:

Disabled employees on Workmen's Compensation will be eligible for benefits for up to 12 months after the date of disability.

Weekly Indemnity:

Disabled employees on Weekly Indemnity will be eligible for benefits for up to 12 months after the date of disability.

Leave of Absence:

If you are on Leave of Absence, your insurance will be continued until the end of the month following the policy month in which the Leave of Absence starts.

Lay-Off:

If you are laid off, your insurance will be continued until the end of the policy month following the policy month in which the lay-off starts.

Changes to Report

It is necessary to notify your employer of any change in the number of dependents which will result in a change from one to another of the following classifications:

1. Employee without dependents.
2. Employee with dependents.

This information is necessary so that the Insurance Company can adjust your coverage accordingly.

Payment of Claims

Your employer has the forms for submitting proof. When the form has been completed, return it to your employer. Benefits will be paid promptly upon receipt of required proofs.

APPENDIX "L"

DENTAL CARE PLAN

ELIGIBILITY

You, your spouse and your unmarried dependent children under age 21 are eligible for inclusion in the Plan after your continuous employment for ninety (90) working days.

EFFECTIVE DATE OF BENEFITS

Employee:

Your benefits are effective on the day following continuous employment for ninety (90) working days, provided you are not absent from work due to disability, leave of absence or lay-off. If you are away from work because of disability, leave of absence or lay-off on the date that coverage would otherwise become effective, benefits will not start until you return to work.

Dependent:

Benefits for your dependents are effective on the same date as your own. If you are single and later acquire a dependent please notify your Employer immediately, in order that your coverage may be changed.

If you already have dependent coverage under the Plan, any additional dependents will be automatically covered From birth.

THE PLAN

The Plan provides you and your eligible dependents with reimbursement of:

- (a) 100% of the cost of Class I covered expenses, and
- (b) 50% of the cost of Class II and Class III covered expenses based on the 1982 Ontario Dental Association Schedule of Fees.

The maximum benefit per calendar year is \$1,000 per insured family member for Class I and II covered expenses. The lifetime maximum benefit is \$500 per insured family member for Class III covered expenses.

COVERED EXPENSES

Class I Procedures:

- Oral examinations, including scaling and cleaning of teeth.
- Topical application of sodium or stannous fluoride.
- Oral hygiene instruction.
- Dental x-rays
- Extractions.
- Oral surgery, including excision of impacted teeth.
- Amalgam, silicate and plastic composite fillings.
- Anaesthetics administered in connection with oral surgery or other covered dental services.
- Injections of antibiotic drugs by the attending dentist.
- Treatment of periodontal and other diseases of the gums and tissues of the mouth.
- Endodontic treatment, including root canal therapy.

Class II Procedures:

- Initial installation [including adjustments after three (3) months following original insertion] of partial or full removable dentures to replace one or more natural teeth.
- Replacement of an existing partial or full removable denture or the addition of teeth to an existing partial or full removable denture to replace extracted natural teeth, but only if evidence satisfactory to the Insurance Company is presented that the existing denture cannot be made serviceable.
- Repair or relining of dentures.

Class III Procedures:

- Orthodontic treatment, including correction of malocclusion.

Services and supplies, in the case of each Dental Expense, must have been rendered and dispensed by a legally qualified dentist except that:

- (i) cleaning or scaling of teeth may be performed by a licensed dental hygienist if such treatment is rendered under the supervision and direction of such dentist, and
- (ii) installation, adjustments, repairs and relining of complete dentures may be made by a dental mechanic or dentist legally practicing within the scope of his license, but any charges in excess of the amount specified for such services and supplies in the dental mechanics' or denturists' tariff of the Province where such services and supplies are received will be disregarded.

PRE-DETERMINATION OF BENEFITS

Usually, before starting extensive dental work, your dentist will tell you what he intends to do and the charge. If the cost of a course of treatment planned by the dentist for a covered family member is expected to exceed \$200, the proposed course of treatment must be filed with, and approved by, the Insurance Company prior to the commencement of treatment. The necessary forms are available from your Employer. After reviewing the proposed course of treatment, the Insurance Company will notify both you and your dentist of the estimated payment under the Plan.

Because of the difficulty of determining the necessity for the types of services involved after treatment has been received, failure to file and obtain approval may result in benefits of a lesser amount than would otherwise have been payable.

Occasionally a patient may select a more expensive procedure rather than a suitable alternate procedure. In such cases, reimbursement will be based on the least expensive procedure which, as determined by the Insurance Company, will produce a professionally adequate result.

EXCLUSIONS

The Plan does not cover:

- Dental Services not listed under "Covered Expenses".
- Services not performed by a licensed dentist.
- Any eligible expenses for which coverage is provided or available (or would be if the Plan was not in effect) under any insurance or other contract, Plan or law.

- Treatments received before the effective date of your benefits, or which commenced after lay-off or termination of employment.
- Dental services performed primarily for cosmetic purposes.
- Travel expenses to and from the place of treatment.
- Treatment brought about by conditions arising from war, riot or insurrection, or while serving in the armed forces of any country.

TERMINATION OF **BENEFITS**

Termination of Employment:

In the event of termination of employment for any reason, benefits will cease on the date of termination of employment.

Workmen's Compensation:

Disabled employees on Workmen's Compensation will be eligible for benefits for up to twelve (12) months after the date of disability.

Weekly Indemnity:

Disabled employees on Weekly Indemnity will be eligible for benefits up to twelve (12) months after the date of disability.

Leave of Absence:

Employees on authorized Leave of Absence will be eligible for benefits for 1 month.

Employees may continue their coverage after 1 month by paying the monthly premium.

Lay-Off :

Benefits will cease upon lay-off. In the event that an employee has a course of treatment approved by the insurance company prior to the lay-off, that course of treatment will be covered under the plan.

HOW TO CLAIM

After you or one of your dependents have made an appointment with the dentist, obtain a claim form from your Employer. The completed claim form should be returned to your Employer, as soon as possible, for submission to the Insurance Company for processing.

In the event that the dentist demands payment from the claimant upon completion of treatment, it will be the claimant's responsibility to pay the dentist and then claim reimbursement from the Insurance Company. It will be necessary for the claimant to secure a completed claim form from the dentist.

APPENDIX "M"

ST. MARYS PAPER INC.

SAULT STE. MARIE

GENERAL INSTRUCTIONS COVERING MILL EMPLOYEES

**1. STARTING AND STOPPING OF OTHER
THAN TOUR WORKERS**

Other than tour workers shall be at their respective places to begin work at the hour required for each individual department, and shall remain in their places until the corresponding hour for stopping in that particular department.

**2. STARTING AND STOPPING WORK OF
TOUR WORKERS**

When a tour begins, each tour worker is required to be in his place. At the end of a shift, no tour worker shall leave his place to wash up and dress until his mate has changed his clothes and reported to take on responsibility of the position. If a tour worker does not report for his regular shift, his mate shall notify the foreman. He shall then remain at his post until a substitute is secured, and if necessary, he shall work an extra shift.

It is the duty of a tour worker to report for his regular shift unless he has already arranged with his foreman for a leave of absence. If unavoidably prevented from reporting, he must give notice to his foreman or at the office, as early as possible before the beginning of his tour, and the person receiving this notice

must complete the standard report provided for recording such notice.

If an employee has been absent from work without arrangement, or without notice under the preceding paragraph, he shall report to his superintendent for instructions before returning to work.

Should investigation of a case of absenteeism fail to disclose a bona fide reason, management shall discipline the absentee as follows:

1. First Case - Instruction and warning.
2. Second Case - Instruction and up to three (3) days layoff.
3. Third Case - Instruction and layoff subject to discharge.

It is understood that should an employee have a clear record for a full twelve-month period between steps 1 and 2 or steps 2 and 3, or after stage 3, his record shall be considered clear.

Should the unarranged absence of an employee be of sufficient length, or the reasons for the absence be of such a nature to indicate irresponsibility in the individual concerned, management may discipline the offending employee with a layoff subject to discharge.

If an employee has been absent from work a day or more he shall give adequate notice to his foreman or superintendent of his intention to return. This notice should be given twenty-

four (24) hours in advance, if possible, but at least in sufficient time to make the necessary 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 sufficient notice to enable him to adjust the shifts back to the original schedule, the supervisor may send the returning employee home when he reports for work.

All cases of unarranged absenteeism will be recorded on the employee's record by the Industrial Relations Department which will be given a written report of each case by the superintendent concerned. A copy of this report will be sent to the individual and secretary of the union concerned.

3. INDIVIDUAL RESPONSIBILITY

Everything in and about the Plant shall be kept clean and in good order, and each employee will be held responsible for the condition of the part of the Plant under his control as far as is humanly possible. He is also required to see that his locker is kept clean and in a neat condition.

4. CAUSES FOR DISCHARGE

Incompetency.
Bringing intoxicants into the Mill.
Reporting for duty under the influence of liquor.
Smoking while on duty in prohibited areas.
Refusal to comply with Company's rules.

Giving or taking of bribes of any nature, as an inducement to obtaining work or retaining a position.
Reading of books or newspapers while on duty.
Destruction, removal or waste of Company's property.
Deliberate sleeping on duty.
Neglect of duty.
Disorderly conduct.
Dishonesty.
The disfigurement of bulletin boards and interference with Company notices.
Disobedience.

5. BULLETIN BOARDS

Notices shall not be posted in the Mill except upon the official Bulletin Board, and permission of the General Superintendent must be obtained before the notice is posted.

6. FIRE SERVICE

In cases of fire all employees must assist in preventing destruction of the Company's property. Fire apparatus must not be removed from the place or used except in case of fire. No torches or lamps with exposed flames shall be used in any building.

The Company will train employees in this area as it deems necessary.

7. MANAGEMENT

General Superintendents, Superintendents, Foremen, Office Force and Watchmen are part of the Management of the Company.

8. LEAVING THE PLANT

No employee shall be permitted to leave the plant during working hours without permission of the head of his department. Employees stopping work and leaving the job are required to punch out when leaving and punch in again on returning to the job. This does not refer to men who are specially instructed by the department head to go out for special reasons having to do with the job.

9. SUGGESTION SYSTEM

The making of suggestions by all employees is encouraged by the Management under the Suggestion System. Definite suggestions are desired on questions as hereinafter set forth. Such suggestions shall receive every consideration at the hands of the management.

Machinery or Apparatus

Paper Machines
Grinders
Digesters
Tools and Machinery in
 Mechanical Dept.
Slasher Mill
Transportation
System and Methods

Mill and Office Conditions

Health
Cleanliness
Sanitation
Ventilation
Order
Prevention of Accident
Prevention of Fire
Lighting
Economy

Miscellaneous

Quality
cost
Quantity
Simplicity
Shipping
Handling
Finishing
Designing
Material

10. PERMANENT SAFETY SYSTEM

All employees must cooperate to the fullest possible extent in promoting the safety of the mills of the Company.

- (a) Employees must not wear clothing which can readily become entangled in machinery. Clothing not in use must be kept in lockers provided for this purpose.
- (b) Safeguards must not be removed except by order of the Superintendent or Foreman of Department. If removed, they must immediately be replaced.

- (c) **All employees are forbidden to use elevators** for other than freight purposes. Elevators are to be used for freight purposes only, except as especially authorized.
- (d) All accidents must be reported at once by the injured employee when possible, and by the Superintendent of the Department in which the injured workman **is** employed, to the Time Office or to the Secretary of Safety.
- (e) In the interest of safety every new employee shall be instructed exactly how to stop machinery which he **is** required to work around regularly.
- (f) All employees, when injured, must promptly avail themselves of the First Aid facilities provided at the mill.

11. HEALTH PROGRAM

Employees are urged to make the fullest possible use at all times of services provided for assisting them to improve their general health and to reduce loss of time and earnings from preventable illness.

12. CLOTHING

On application to supervision individual cases involving accidental contact with corrosive chemicals will be considered. Protective clothing **is** now provided for planned work with these materials.

13. DISCIPLINARY ACTION

When any disciplinary action **is** being taken by the Company, the employee will have Union representation, if he so desires.

APPENDIX "M"

JOB CLASSIFICATION PLAN

It is agreed that all jobs under the jurisdiction of the Canadian Paperworkers Union, except jobs in the mechanical trades and related occupations, and/or jobs properly covered by the Papermakers' Wage Scale, clerical jobs and supervisory jobs, will be classified using the Pulp and Paper Manufacturers Job Classification Plan, Explanatory Booklet dated June 1, 1974, as amended.

Implementation

1. The Job Classification Plan is the basis for determining the job class applicable to any existing jobs, any newly created jobs or any jobs which have changed.
2. The Wage Rate Structure established for the various job classifications is set forth in the "Schedule of Wage Rates", which forms part of this agreement.
- 3(a) In the event that new jobs are created or significant change occur in existing jobs, the employee or employer may request through the Mill Committee, the preparation of a new job description for submission to the Joint Classification Committee for evaluation.
- (b) The Joint Classification Committee will evaluate the job and inform the Mill Committee of the applicable job class.
- (c) In the event that agreement on the evaluation cannot be reached by the Joint Classification Committee, the question shall be referred for final resolution to the Senior Committee.

- (d) The incumbent of a job will receive the rate applicable to the job class, determined as outlined above. An upward rate adjustment, if applicable, will be effective from the date the new job was created or the date that a revised job description was requested pursuant to 3(a). A downward rate adjustment, if applicable, will be effective from the beginning of the next weekly pay period following notification to the Mill Committee by the Joint Classification Committee.
- 4. Upon initial implementation of the Job Classification Plan where the evaluation resulted in a rate lower than that in effect prior to the date of implementation the rate will be maintained as a "Red Circle" rate and will be applicable only to the incumbent on that date and employees who were used as replacements during the twelve month period prior to the date of implementation of the Plan at each location. Employees hired, transferred, or posted to another department after the date of implementation will receive the class rate of the occupation they are hired for, transferred to, or accept through job posting. Red circles will disappear with attrition and promotion.
- 5. General increases will apply to all occupations.
- 6. Adjustments to the scale will not apply to employees whose rates are red-circled except in the case where the difference between the "red-circled" rate and the "class" rate is less than the total adjustment. In such a case, the difference will be applied and the "Red Circle" will be discontinued.

7. Incentive rates presently allowed to the employees of the Steam Plant will continue to apply.
8. The Mill Committee will meet as required.
9. The Joint Classification Committee will meet as required.
10. As a condition of continued participation in the plan by St. Marys Paper Inc., and in consideration of the Companies' agreement to adhere to the general principles of the Job Classification Plan, the Union agrees that it will not cause or be party to the modification of any essential element of a Job Classification Plan in any other pulp and paper company in the Eastern Canadian industry to which the Union is a party, unless such modification is agreed to by all participating companies.
11. On the principle that, in implementing the Job Evaluation Plan, no employee will receive less favourable treatment on any job than he did at any time prior to April 30, 1980, the following will apply:

If movement occurs downwards through lines of progression because of curtailment, individuals affected will revert to the rates they formerly enjoyed on the lower jobs to which they are transferred or the evaluated rate for the job at that particular time, whichever is the higher. Conversely, in the case of reverting to a higher level of operation, when individuals move back up through their lines of progression they will be paid the rates they formerly enjoyed on the higher jobs to which they are transferred, or the evaluated rate for the job at that particular time, whichever is the higher.

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