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1990 - 1993

AGREEMENT

BETWEEN

DOMTAR INC., DOMTAR FINE PAPERS  
ST. CATHARINES MILL

AND

CANADIAN PAPERWORKERS UNION  
LOCAL 77

**01221 (03)**

THIS BOOK BELONGS TO

Name \_\_\_\_\_

Department \_\_\_\_\_

Clock Number \_\_\_\_\_

Home Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Number \_\_\_\_\_

Social Insurance No. \_\_\_\_\_

Immediately Notify Supervisor and  
Personnel Department  
of any change in  
Home Address, Phone Number  
or Marital Status

DOMTAR FINE PAPERS  
MILL PHONE DIRECTORY

Beater Room	680-3247
Electrical	680-3261
Engineering	680-3245
Filter Plant	680-3241
Sheet Fin.	680-3263
Roll Fin.	680-3260
First Aid	680-3250
Guardhouse	680-3213
Guardhouse	680-3264
Instrumentation	680-3239
Laboratory	680-3275
Maintenance	680-3244
Payroll	680-3242
Planning	680-3276
Personnel	680-3235
Personnel	680-3227
Purchasing	680-3262
Quality Control	680-3255
Roll Wrapping	680-3292
Safety/Training	680-3257
Shift Supt.	680-321a
Shipping	680-3284
Steam Plant	680-3269
Stores	680-3267
Stores	680-3249
Traffic	680-3283
Yard	680-3248

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## AGREEMENT

between

DOMTAR INC., a Corporation (by continuance) under the laws of Canada and having its head office located at 395 de Maisonneuve Boulevard West, Montreal Quebec, herein acting with respect only to its DOMTAR PULP & PAPER GROUP, Fine Paper Division, mill located at St. Catharines, Ontario, hereinafter referred to as the "Company"

and

The CANADIAN PAPERWORKERS UNION and its LOCAL 77, acting jointly and severally, hereinafter called the Union, agrees to a renewal of the Collective Agreement for a period of three years, subject to the Memorandum of Agreement executed at Kingston, Ontario, as of March 28, 1991. The terms and conditions of the Agreement, so amended, will remain in effect until April 30, 1993.

### SECTION I PURPOSE OF AGREEMENT

- a) The general purpose of this Agreement is in the mutual interest of the employer and employee to provide for the operation of the Mills of the Company under the methods which will further to the fullest extent the safety and welfare of the employees, the economy of operations, quality and quantity of output, cleanliness of the Mill and the protection of property. It is recognized by this Agreement to be the duty of the Company and the employee members of the Union to cooperate fully, individually and collectively, for the advancement of said conditions.
- b) There will be no strikes, slowdowns, or lockouts during the term of this Agreement all parties signing this agreement shall endeavour to bring about a condition of maximum production and efficiency. However, in the event that any or all departments of this Mill are closed for any reason whatsoever, it is mutually agreed and understood to be to the advantage of both the Union and the Company to maintain certain essential services.

These services are as follows

- Operation of the Steam Plant
  - Care and watching of the premises
  - Maintenance necessary to place the Mill or Departments in efficient condition for starting up and commencing operations
- c) Work will not be interrupted because of any disagreement among local employees who are members of the signatory Union or between one of them and any third party. Neither shall work be interrupted because of any dispute or disagreement between persons, corporations, unions or associations which are not signatory to this Agreement.

## SECTION 2 RECOGNITION

- a) The Company agrees to recognize the CANADIAN PAPERWORKERS UNION and its LOCAL 77 as the sole collective bargaining agent for all employees of the Company save and except Supervisory Foremen those above the rank of Foreman, Engineering Department employees, Stores employees, Office employees, watchmen, and certain salaried positions excluded by agreement.
- b) Subject only to the express provision of this Agreement, the Union agrees that supervision, management and control of the Company's business and plans are exclusively the function of the Management.

## SECTION 3 MEMBERSHIP

- a) Any regular employee who is now or has been in good standing in the local Union, or who should after this date become or be reinstated as a member, shall, as a condition of continued employment, maintain membership in good standing in the Local Union during the life of this Agreement.
- b) New employees shall make application for membership and join the Union after completing 30 working days and will serve a probationary period of ninety (90) days beginning from their employment date. After the first thirty (30) day period, the Union

shall represent such employee in every capacity, except for discharge and layoff during the probationary period

- c) **The Company shall deduct current** Union dues from the earnings of each employee and remit to a **designated** official of the Union on a monthly or mutually agreed basis
- d) After an employee becomes eligible for Union membership **if he or she refuses to join the Union or maintain paid-up membership** it will be the duty of the Union, through its authorized officials, to notify the Company in writing that the employee in question is not a member in good standing. Written notice shall be given similarly to the employee in question at the same time. The Company shall then remove such employee from the payroll.
- e) Employees on Contractors' payrolls doing work on Company premises are not considered as part of this Agreement

#### **SECTION 4 WAGES AND RATES OF PAY**

- a) The classification and wage rates as shown on the attached schedule shall form and become part of this Agreement
- b) Errors in pay will be adjusted the week following their detection
- c) **If a job is changed materially within the contract year**, either party may request a **change** in the rate of that job. Sixty (60) days shall be given to determine and develop the efficiency of the equipment prior to establishing a regular rate. Exceptions to this rule shall occur where extra time is necessary and a further time limit of sixty (60) days can be mutually agreed upon.
- d) When a new job involves a process, system or equipment new to the Mill or to the department, a temporary rate will be set up agreeable to the Company and Union until a suitable regular rate can be properly established.
- e) All other Local Adjustments will be considered by the Company after careful reviewing and screening by the Union officials and must be submitted not later than February 28th. Wage changes thus negotiated will take effect as of May 1st following.

- f) If the Company and Union fail to agree upon the revision of wages and/or local adjustments, the wage scale then prevailing shall continue until such time as a settlement is arrived at, and shall be effective as of the effective date of the Agreement.
- g) When no work is available for an employee who was scheduled to report for work, the Company will make every reasonable effort to notify the employee that he should not report as scheduled. In the event an employee is not notified that there is no work, the Company will provide him with a minimum of three (3) hours work or three (3) hours pay at his classified rate in lieu thereof. If it is necessary to change an employee's job after he reports for work, he will be paid a minimum of 2 hours at his regular rate and the remaining hours at the rate of job performed.
- h) Training rates will be as follows:
1. Promotion within a line of progression in the same Department:  
The employee will maintain his current rate of pay until he alone assumes the responsibility of the next higher classification for which he is being trained (e.g., Back Tender to Machine Tender.)
  2. Transfer from another job and department:  
The employee will be paid the base labour rate while being trained.
- Generally, employees will be paid the rate for job performed when they alone are held responsible for the work or service performed.
- SHIFT DIFFERENTIAL
- i) effective May 1, 1991 0-40¢ - 60¢ In settlement of any future wage increases based on a percentage of rates, these shift differentials will be excluded before the percentage is applied.

## **SECTION 5 OPERATIONS OF THE MILLS**

- a) The regular operation of the mills in St. Catharines shall be seven (7) days continuous operations on any or all operations as required.



- b) Rate increases in accordance with Item (6) of the Memorandum of Agreement dated the 25th., day of May 1962 were granted to employees in consideration of the Company's right to operate on a seven (7) day continuous basis. The said increases shall remain in effect except where, due to external circumstances beyond the control of the Company, it shall become necessary to abandon seven (7) day continuous operations. This clause refers only to any action, by a body having regulatory powers, which precludes operations as described above.
- c) In the event the Company finds it necessary to revert to less than seven (7) day operations in one or more departments, the workforce shall be reduced in the department or departments affected in accordance with departmental seniority provided the remaining employees are qualified to do the work available. Prior to any such reduction in the workforce, the Company agrees to discuss the reduction with the Union Executive.
- d) Employees may be required to commence work in advance of normal start-up times in order to permit start-up on time.

## **SECTION 6**

### **HOURS OF WORK**

- a) Hours of regular employment for all employees shall be forty (40) hours per week and eight (8) hours per day.
- b) TOUR WORKERS
  - i) Tour or shift workers are those who are engaged in a two or three alternating shift basis on a job that operates continuously for at least 16 hours.
  - ii) Shifts will normally change at 7:00 a.m. and 3:00 p.m. and 11:00 p.m. and whenever possible will rotate in sequence weekly.
  - iii) No tour worker shall change shifts without the permission of his superintendent or foreman.
- c) DAY WORKERS
  - i) Day workers are all employees who do not come within the

classification of tour workers, as defined in 6 (b)(i) above

ii) The regular hours of work for day workers will be eight (8) hours per day as scheduled in each department and under normal circumstances will be from 8:00 a.m. to 4:00 p.m. during which time workers are not to leave company premises.

iii) The regular hours of work for electrical and mechanical maintenance employees will be from 7:30 a.m. to 3:30 p.m. during which time the workers are not to leave company premises.

## **SECTION 7 STARTING & STOPPING TIMES**

### a) TOUR WORKERS

i) 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 or dress until his mate has reported to take on the responsibility of the position. If a tour worker does not report for his shift, the person he is to relieve shall notify his foreman or superintendent and shall remain and carry on his work until a substitute is secured, failing which he shall carry on an extra shift.

Tour workers shall not relieve their mates until they have changed their clothes, if necessary, and are prepared to take on the responsibility of the job.

ii) No workers will be required to work more than sixteen (16) hours consecutively.

iii) When a tour worker is unavoidably prevented from reporting for his scheduled shift, he must give notice to his foreman or superintendent at least four (4) hours prior to his scheduled time to go on shift, except for day shift.

Day shift notifications shall be as promptly as possible prior to the scheduled starting time.

Abuse of this rule shall liable the offender to disciplinary action.

iv) It is the duty of tour workers to provide continuous operation

on shift jobs, and they must work long hours when necessary to provide this continuous operation. In no case, however, will a man be required to work long hours when another man, capable and efficient, is available to take his place. The Company will make every possible effort to provide a capable and efficient replacement so that the above long hours will be reduced to a minimum.

v) Employees will be promoted in lines of progression by seniority provided the employee has the qualifications to do the job in question.

b) DAY WORKERS

i) Day workers shall be in their respective working places with clothes changed, if necessary, ready to begin work at the designated starting time. Machinery will be started promptly and not stopped until three (3) minutes before the designated stopping time.

ii) If any day worker is unavoidably prevented from reporting for work as scheduled, he must make every reasonable effort to notify his foreman, superintendent or the Security Guard. Such notification shall be previous to the scheduled starting time or as soon thereafter as possible.

iii) Day workers must not leave their work except by permission granted by their superintendent or foreman. They must obtain permission from their superintendent or foreman to change to some other job.

iv) A rest period of fifteen (15) minutes shall be allowed day workers during the forenoon as arranged in each department or by the Foreman. This rest period shall normally be taken between 10:00 a.m. to 10:15 a.m. and shall not in any case exceed the time limit provided, which is fifteen (15) minutes off the job.

v) A paid lunch period of thirty (30) minutes shall be allowed day workers as arranged in each department or by the foreman. The lunch period shall normally be taken from 12:00 noon to 12:30 p.m. and shall not in any case exceed the time limit provided which is thirty (30) minutes off the job.

If an employee is required to work all or part of his lunch or rest

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period he is given equivalent time off. Overtime and call-in pay do not apply in the preceding case.

vi) Maintenance workers shall be granted a ten (10) minute wash-up period in the afternoon from 3:20 p.m. to 3:30 p.m. The wash-up period is defined as the time interval between stopping work on the job site, at ten minutes prior to 3:30 p.m.

c) MEAL ALLOWANCE

i) An employee required to work more than two (2) hours beyond the end of his regular day or shift, and not previously notified, will be provided with a \$4.00 meal allowance by the Company. A \$4.00 meal allowance will be provided every four (4) hours after the first one.

d) WIRE CLAUSE

i) Employees called in for a wire change shall be expected to report for work within one (1) hour call-in, except for justifiable cause. Such employees shall be paid six (6) hours at their straight-time rate or at the rate of time and one-half (1 1/2) for hours worked on a wire change, whichever shall be the greater.

ii) If employees called in for a wire change report late, one (1) hour or less from their reporting time, they shall be docked the time late from the pay allowance. If such Employees report late more than one (1) hour from reporting time, the Company shall not be obliged to provide work or pay.

iii) Machine crew employees who continue work on the wire change beyond the end of their regular scheduled hours shall be paid time and one-half for such time worked.

iv) The above provisions are separate from and are not to be interpreted as part of the call-out provisions of Section 11

## SECTION 8

### RETURN TO WORK-NOTICE OF INTENTION

a) TOUR WORKERS

When a tour worker has been absent from work for one or more

shifts, he shall be required to give notice to his superintendent or foreman of his intention to report for his next regular shift, as follows:

- For 7 - 3 shift - by 5:00 p.m. on the day previous.
- For 3 - 11 shift - by 12:00 noon on the same day.
- For 11 - 7 shift - by 5:00 p.m. on the same day.

**b) DAY WORKERS**

When a day worker has been absent from work for one (1) or more days, he shall be required to give notice to his superintendent, foreman or guard of his intention to return for his next regular day by 5:00 p.m. on the previous day.

- c) If employees report back to work without giving notice as specified in (a) and (b) above, the Company may refuse to allow them to work on that day.

**SECTION 9  
SCHEDULED DAYS OFF**

- a) Every effort will be made to have an employee's scheduled days off for the 40-hour week rotate weekly.
- b) When an employee is required to work on his scheduled or designated days off, he shall be paid for all hours worked on such days at time and one-half rates, subject to the following conditions:
- i) When an employee wishes to change his scheduled or designated days off, he will notify his supervisor at least 24 hours in advance, and if such change is agreed by the supervisor, then the employee will work at straight time rates on the days regularly scheduled as his scheduled or designated days off. If he is required to work on the alternate day he shall be paid at the overtime rate.
  - ii) In the event of an employee being required to work on his scheduled or designated days off (not being Sunday) he will be paid at straight time rates, provided he has been given at least 24 hours advance notice and assigned other days off, as mutually agreed upon, for which he will be paid at overtime rates, if

required to work on such days.

iii) If an employee is required to work on his scheduled or designated day off (being a Sunday) he shall be paid time and one-half of the rate of the job, and if he is not assigned another day off in that work week, he shall be paid the rate of time and one-half for hours worked on his sixth workday of that work week

c) Day Workers-Maintenance

If a day worker is required to work on his scheduled or designated day off (being a Sunday), the worker will be paid time and one-half of the rate of the job. If the work is in excess of six (6) hours but less than eight (8) hours, the worker will be assigned four (4) hours off during the same work week. If the work is in excess of eight (8) hours, the worker will be assigned eight (8) hours off during the same work week. If the worker is required to work the assigned hours off, the worker will be paid time and one half for working those hours. If the worker options to work the assigned hours off, the worker will be paid at straight-time rates.

SECTION 10  
FUNERAL LEAVE

Up to five (5) days compassionate leave, with pay will be granted to an employee losing time from regular work to attend the funeral of a member of the employee's immediate family - namely, husband, wife, son and daughter.

Up to three (3) days compassionate leave with pay will be granted to an employee losing time from regular work to attend a funeral of a deceased member of his immediate family - namely: Father, Mother, Brother, Sister, Mother-in-law, Father-in-law, Stepfather, and Stepmother, Grandparents, Step-brother and Step-sister. New employees will be eligible under this section after thirty (30) days continuous service.

SECTION 11  
CALL-INS

a) TOUR WORKERS

Tour workers called in, after completing their regular shift to perform work other than their regular job, and after having left the Mill, shall be paid at overtime rates, but will receive not less than

four (4) hours straight time pay at the rate of the irregular job

b) DAY WORKERS

Day workers specially called in to work outside of their regular hours and after having left the Mill, shall be paid at overtime rates but will receive not less than four (4) hours straight time pay at the rate of the job they are called in to do

c) Outside mill entrance at the Guardhouse is a Call-in

SECTION 12  
HOLIDAYS

a) An employee who has completed thirty (30) days, but less than one year's continuous service, and who is absent, due to illness or accident, will be eligible to receive payment for the first statutory holiday authorized by the Labour Agreement following the date such employee has been absent. Any employee who has completed more than one (1) year's continuous service will be eligible to receive payment for the first two (2) statutory holidays following the date he has been absent, due to illness or accident.

An employee with more than thirty (30) days service who is on layoff, shall be entitled to receive payment for Statutory Holidays provided he has worked a minimum of one (1) day during the thirty (30) days immediately preceding the holidays.

b) The following holidays and minimum shutdown times shall be recognized by this Agreement.

Eight (8) hours pay shall be given to all hourly-rated employees who have been on the payroll for thirty (30) days, for the holidays listed when not worked.

1. NEW YEAR'S DAY - 40 hours from 3:00 p.m. on the day preceding the holiday to 7:00 a.m. the day following the holiday.
2. VICTORIA DAY - 24 hours from 7:00 a.m. on the day chosen as the holiday to 7:00 a.m. on the day following the holiday.
3. DOMINION DAY - 24 hours from 7:00 a.m. on the day of the

holiday until 7:00 a.m. on the day following the holiday.

4. LABOUR DAY - 24 hours from 7:00 a.m. Monday until 7:00 a.m. Tuesday.
5. THANKSGIVING DAY - 24 hours from 7:00 a.m. Monday until 7:00 a.m. Tuesday.
6. CHRISTMAS DAY - 40 hours from 3:00 p.m. on the day preceding the holiday to 7:00 a.m. on the day following the holiday.

#### AGREEMENT COVERING MILL OPERATION DURING MILL HOLIDAYS

Notwithstanding the provisions of the Collective Agreement, the Company reserves the right to keep its mill in operation during the Mill holidays of Victoria Day, Dominion Day and Thanksgiving Day. The Company advises the Union thirty (30) days in advance of its intention to do so.

- 1.1 When the Mill is operating during a Mill holiday, work crews are kept to a minimum, as for a regular Sunday operation.
- 1.2 An employee who works on a Mill holiday as per above is paid as follows:  
  
His Mill holiday is paid according to Section 12 b);  
  
His hours worked are paid at double time  
  
For each hour worked here receives an additional payment for one (1) hour at the rate paid for the job he performed.  
  
An employee who works at least a complete shift during the twenty-four (24) hours of a Mill holiday may take a compensating holiday without pay (one per mill holiday) within the same calendar year at a date approved by his supervisor.
- 1.3 An employee who does not work during a Mill holiday is paid according to the provisions set out in section 12 b).
- 1.4 Employees required by the Company to work on such Mill holidays will be scheduled by following the regular weekly work schedule.



Scheduled employees wishing to be excused from working a Mill holiday will apply in writing to their supervisor twenty one (21) calendar days prior to the commencement of the said days.

Vacancies on each shift resulting from these requests will be filled in a manner similar to the manner in which the vacancies created by floating holidays are normally filled, with move-ups conducted on each shift.

Vacancies remaining after these shift promotions will be filled by qualified employees on their scheduled day off. The Company will approach those employees in order of seniority with first choice to the senior qualified employee available at the job level of the vacancy.

No employee will be scheduled to work at a job level which is more than two classifications above his classified job.

Failure to identify qualified employees on their day off willing to work will result in the requests of the junior scheduled employees being denied as outlined in the second paragraph above and therefore these employees will be required to work.

- 1.5 The preceding provisions apply only while the Mill is operating during a mill holiday.

This agreement does not apply to employees who must perform regular work during Mill holidays when the mill is not in operation.

Three (3) floating holidays to be taken without interrupting the efficient operation of the mill at a time mutually agreeable between the supervisor and employee during the period May 1st, to April 30th.

To be eligible, an employee must have completed ninety (90) days of continuous service. The floating holidays shall be taken on a scheduled straight time working day of the employee.

Employees terminating must take their floaters before their termination date or last day worked.

On January 1st, a check will be made to see what Statutory and Floating holidays are outstanding, and those employees entitled to holidays will be notified and also informed that holidays must

bescheduled by January 31st. If not scheduled by January 31st, the Supervisor shall assign the day or days after consultation with the employee.

In lieu of three (3) additional floating holidays, each employee who has been on the payroll thirty (30) days shall receive twenty-four (24) hours additional pay at his classified straight time rate, except that in the case of employees who regularly relieve or who substitute for other employees, the higher rate will apply if the employee worked on such higher rated job on both of his scheduled work days immediately preceding and immediately following the holidays. The time of the pay will be one week before Christmas. Employees retiring during any contract year will be paid for any floater or lieu pay owing them at the time of their retirement.

The Same method of payment will also be used for Statutory Holidays and Floating Holidays.

- c) Any employee obligated to work on a holiday will be paid double time for all hours worked and he/she will have the option of taking time off with pay in lieu of the holiday, in accordance with the following schedule. If the work is in excess of six (6) hours but less than eight (8) hours the employee will have the option of four (4) hours off within ninety (90) days as agreed between the employee and the Company. If the work is in excess of eight (8) hours the employee will have the option of eight (8) hours off within ninety (90) days as agreed between the employee and the Company.

If time off is elected, then payment for the Statutory Holiday will be made on the day on which time off is actually taken.

- d) Any employee who is on regular vacation during the time of a paid holiday will be required to take a day off on a straight time day with pay as soon as can be mutually arranged within ninety (90) days of return to work.
- e) No work schedule shall be changed to accommodate the use of a statutory holiday as a scheduled day off. If a statutory holiday falls on a man's normal day off, payment for the sixth day is at straight time (48 hours). If the holiday falls on a regular scheduled shift or work day, it is recognized as eight (8) hours worked, and the man is paid time and one-half for the sixth day.

SECTION 13  
VACATIONS

1) **ELIGIBILITY**

Employees governed by the terms of this Agreement are entitled to vacation with pay as outlined in this clause, with the understanding that vacation schedules are such that full and efficient production is maintained

- a) Employees who have NOT completed by September 30th.. at least one (1) year continuous employment, shall be credited with one (1) full day of vacation for each complete calendar month of employment prior to May 1st., up to a maximum of ten (10) days. Credited days of vacation must be taken consecutively and on straight time days.
- b) Employees who do NOT qualify under the Vacation Clauses shall receive vacation pay in accordance with the Vacation with Pay Act of Ontario.
- c) Time lost as a result of an accident, suffered during employment, at this Company and recognized by the Workmen's Compensation Board, shall be considered as time worked for the purpose of vacation credits in that year.
- d) Vacation pay will not be paid for unless time off has been taken.
- e) If any or all of the mills are to be shutdown for shortage of orders or any reason not now evident, it is expected that the Union will cooperate with the Company in an endeavour to make satisfactory arrangements for vacations to be taken at that time
- f) Vacation schedules will be subject to Company approval
- g) Employees having completed at least one (1) year continuous service, as of September 30th., in the current year, shall be entitled to two (2) weeks vacation with pay.
- h) Employees having completed at least four (4) years continuous service. as of September 30th., in the current year, shall be entitled to three (3) weeks vacation with pay

- i) Employees having completed at least nine (9) years continuous service, as of September 30th., in the current year, shall be entitled to four (4) weeks vacation with pay.
- j) Employees having completed at least twenty (20) years continuous service, as of September 30th., in the current year, shall be entitled to five (5) weeks vacation with pay.
- k) Employees having completed at least twenty five (25) years continuous service, as of September 30th., in the current year, shall be entitled to six (6) weeks vacation with pay.
- l) Employees having completed thirty (30) years of continuous service, as of September 30th., in the current year, shall be entitled to seven (7) weeks vacation with pay.
- m) Vacation with pay will not be allowed during periods of illness and non-occupational accident covered by weekly indemnity or Workmen's compensation cases.
- n) Continuous employment for vacation credit shall be interpreted to be at least nine (9) full months of employment as of May 1st.
- o) Earned vacation will be calculated on the basis of nine (9) or more full months of continuous employment equalling 100% vacation credit per year, however, a proportionate reduction in total vacation pay will be made in the case of less than nine (9) months continuous employment

p) supplementary Vacation

An employee who shall have completed twenty-five (25) years of service as of September 30th., and who shall have attained an age listed below, shall be entitled to additional vacation with pay in accordance with the following schedule

- After age 60 and prior to age 61 - 1 week
- After age 61 and prior to age 62 - 2 weeks
- After age 62 and prior to age 63 - 3 weeks
- After age 63 and prior to age 64 - 4 weeks
- After age 64 and prior to age 65 - 5 weeks

Supplementary Vacation entitlement is subject to the following:

i) Once earned, Supplementary Vacation must be taken prior to the employee's next birthday, outside of the period May 1st., to September 30th.

ii) Each week of Supplementary Vacation will be calculated at 2.4% of gross earnings in the previous calendar year, or 40 hours pay at the employee's regular classified rate, whichever is greater.

iii) No right to payments shall accrue to the employee until he has satisfied both conditions of age and service and has met all the other eligibility conditions of vacation entitlement in the Agreement.

2. VACATION PERIOD

a) Employees shall be allowed no more than one period of vacation during the period of May 1st to September 30th, a maximum of two (2) weeks consecutively, unless there are weeks available after the vacation schedule has been finalized for the first round on April 1st.

b) All vacations, except the supplementary vacations, must be taken during the contract year May 1st., to April 30th.

c) Vacation schedules shall be arranged in each department by the Supervisor, using the basis of departmental seniority for individual selection as the governing factor.

d) Employees may be granted in excess of two (2) weeks vacation with pay outside the period May 1st., to September 30th.

e) On January 1st, a check will be made to see what vacations are outstanding, and those employees entitled to vacations will be notified and also informed by January 15th. that vacations must be scheduled by January 31st. If not scheduled by January 31st, the Supervisor shall assign them after consultation with the employee.

3) VACATION PAY

a) Vacation pay will be based on forty (40) times the employee's classified rate at the time vacation is taken or at 2.4% of the total

gross earnings for the previous year, whichever is greater for each week of vacation entitlement.

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

For the first and last week, Sunday to Sunday, of this section, an employee will be eligible for extra pay provided 4 of the 7 days falling within the prescribed time period, i.e., January 1st falls on Wednesday, employee is eligible, January 1st on Thursday, employee not eligible. Last week of April if includes 4 days or more employee is eligible, if includes three (3) days or less, employee not eligible.

- c) Regular payroll deductions will be taken from vacation pay.
- d) Employees who have not taken their vacation and who terminate their employment shall be paid full vacation pay on the basis of service eligibility as of May 1st., and to date of termination, if applicable. All other employees who resign or are discharged shall be paid Vacation Pay on the basis of the Vacation with Pay Act of Ontario.
- e) It is understood that all of the foregoing, except subsection 1, item (b) is in lieu of the vacation pay regulations set forth under the Hours of Work and Vacations With Pay Act promulgated by the Ontario Government, and shall not be construed as being in addition to the regulations in the Act.

#### SECTION 14 OVERTIME

- a) TOUR WORKERS

A tour or shift worker, as defined in Section 6(b) will receive time and one half rates under the following conditions

- 1) For eight (8) hours or less worked on a Sunday
- 2) For additional hours worked over his regular daily hours of work, except

i) When required to work more than eight (8) hours, but not continuously, in a twenty-four (24) hour period, due to change of shifts, required by a normal scheduling of mill operations.

ii) When a tour worker exchanges shifts, in whole or in part, by mutual arrangement of, and with his mate or another worker. with the approval of his supervisor.

iii) When required to remain awaiting his mate because of tardiness up to one (1) hour.

- 3) For hours worked before or after his regular shift on day work at the rate of the irregular job.
- 4) For hours worked on his scheduled or designated days off, subject to the provisions of Section 9.
- 5) For hours worked on "Call Ins" subject to the conditions set down in Section 11.

b) **DAY WORKERS**

A day worker, as defined in Section 6(c) will receive time and one-half rates under the following conditions:

- 1) For eight (8) hours or less worked on a Sunday
- 2) For hours worked after his regular stopping time at night and before his regular starting time in the morning, unless notice of change of his regular starting or stopping time has been given by 12 00 noon on the previous day
- 3) For hours worked beyond twelve (12) p m (noon) Saturday Exceptions Clothing Man, Swipes
- 4) For hours worked on his scheduled or designated days off subject to the provisions of Section 9

For hours worked on "Call Ins" subject to the conditions set down in Section 11

c) OVERTIME - WORKED ON A STATUTORY HOLIDAY OR A SUNDAY

i) Employees who work on a Statutory Holiday shall be paid at the rate of double time their regular straight time rate for all hours worked on a Statutory Holiday.

ii) In addition to maintenance work required by a total mill shutdown, other maintenance work must be performed on Mill Statutory Holidays to sustain the operations to the mutual advantage of the employees and the Company. Where sufficient help is available, crews will be set up on a voluntary basis. Sufficient advance notice will be given of the work required and meetings will be held to discuss the repairs to be done during the shutdown except for last minute emergencies. Double time will be paid to all employees who work on a Statutory Holiday.

iii) Employees who work on a Sunday shall be paid at the rate of double time their regular rate for any time worked in excess of eight (8) hours, except when required to remain awaiting a mate because of tardiness up to one (1) hour for which they would be paid time and one-half.

SECTION 15  
SENIORITY

a) For the purpose of this Agreement there shall be three (3) classes of seniority: Mill Seniority, Department Seniority and Job Seniority.

They are defined as follows:

i) Mill Seniority - shall be determined by an employee's length of continuous service in the bargaining unit with the Company at this location, measured from the date the employee was hired.

ii) Department Seniority - shall be determined by an employee's length of continuous service in a department measured from the effective date the employee was either hired or transferred into the department as a regular employee in that department.

iii) Job Seniority - shall be determined by an employee's length of continuous service on a job classification measured from the



official effective date that the employee was assigned to that job on a regular basis.

After new employees have successfully completed the probationary period of ninety (90) days, their seniority shall be effective as of the original date of employment.

iv) For the purposes of this Agreement, qualifications means skills and abilities.

b) An employee shall cease to have seniority rights and his employee status with the Company shall be terminated:

i) if the employee voluntarily leaves the Company.

ii) if the employee is discharged and not reinstated under the provisions of Section 16.

iii) if the employee fails to report without a valid reason following an approved leave of absence.

iv) if an employee is laid off and fails to return to work when recalled.

v) when an employee reaches the normal retirement date whether or not he/she is a member of the Company Pension Plan.

c) Students hired by this Division will be categorized in either of the following two classifications:

1. Summer Vacation Relief - May 1 to September 30

2. Weekend Relief - September 30 to May 1

1. Summer Vacation Relief

When a Student advises the Company that she/he is returning to school, and is no longer available for continuous employment, she/he will be terminated and paid the normal vacation entitlement.

1. Holiday Benefits	- Statutory Holidays after 30 days continuous employment. - Floaters after 90 days continuous employment.
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2. Weekend Relief

Following employment as a Summer Vacation Relief, if a Student expresses the desire to work on weekends, she/he will be terminated as noted above and will be placed "on call".

On the first day of her/his return to work as a Weekend Relief person, she/he will be put back on payroll. Theoretically, from this day forward she/he will be hired on a day-to-day basis, but left on payroll to eliminate numerous rehiring and termination changes.

(A) Holiday Benefits - Nil

The rehire date for Weekend Relief is invalid for computing contract benefits accorded to regular employees.

All Students working on Weekend Relief assignments will be terminated on April 30th and paid the normal vacation entitlement.

The classification of Summer Vacation Relief would then apply from May 1 to September 30.

UNION DUES

1 Summer Vacation Relief

After 30 working days service, Union Dues will be deducted monthly from the Students' wages on the normal check off system

2 Weekend Relief

On our check-off system, Union Dues are automatically deducted from one pay per month

Seniority Status

It is understood and agreed that Students are hired as Temporary Help to replace regular employees, and in lay off situations they shall be laid off first

The only exception would be if regular employees were not qualified or capable of performing the job held by a Student

## Status Transfer - Students to Regular Employees

If a Student, hired as a Summer Vacation Relief decides not to return to school and wishes to become a Regular employee, she/he will advise the Company of his intention and will be rehired as a Regular employee with the effective date of her/his first day worked in the following month

This rehire date will then be used in respect to contractual benefits derived from continuous employment as a Regular employee

### SECTION 16 PROMOTIONS, TRANSFERS AND DEMOTIONS

- a) A permanent vacancy is defined as a job classification where there is not a classified incumbent. The Company reserves the right to decide if and when a permanent job vacancy is to be filled.
- b) An employee may hold only one permanent classification at any one time. The employee automatically gives up all rights to any previous permanent job classification when she/he is transferred to a new permanent classification except as outlined below in 16 (e).
- c) An employee transferred to another department as the result of a job posting, will not be allowed more than two transfers resulting from job postings in any calendar year.
- d) When a permanent vacancy occurs on a bottom job in a line of progression, or new jobs, or other vacancies are created the Company shall post such vacancy on all of the mill bulletin boards for a period of seven (7) calendar days. All employees in the bargaining unit will have the right to apply for such a vacancy and selection will be based on dill seniority providing that the senior employee has the necessary skill and ability.
- e) The successful applicant (permanent job posting) will be on trial for a period not to exceed thirty (30) days worked from the date of transfer. If the employee proves satisfactory she/he will be confirmed in her/his new classification and department without loss of seniority. The employee has the right to return to her/his job within thirty (30) days worked if the Company agrees the reasons are good and sufficient.

- f) Promotion and demotion shall be done on a Job Seniority basis insofar that when it is necessary to promote an employee to the next level in a line of progression, the classified employee, who has the greatest Job Seniority and the qualifications necessary to perform the work required, who is in the job immediately below the open position in the line of progression, shall be promoted.

In the case of equal Job Seniority, Department Seniority shall prevail. In the case of equal Job and Department Seniority, Mill Seniority shall prevail.

- g) An employee who refuses a promotion in a line of progression shall be considered a junior to all employees who bypass him for promotional purposes only. In the case of a reduction in the work force, employees will be demoted step by step down their line of progression in the reverse order of the steps followed in their promotion.

- h) It is understood that such employees must accept tour or day work if they have the opportunity of a promotion to a position at a higher rate.

For the purpose of this Article, only medical reasons will be considered as valid grounds for refusing promotions in a line of progression.

- i) TEMPORARY PROMOTIONS

i) Any employee placed for less than one (1) hour on a position paying a higher rate will receive his regular rate. However, if continued on the position rated higher than his regular rate for over one (1) hour, he will be entitled to receive the higher rate. Exceptions to this rule will occur when the operating force is reduced, then lower rated positions will be considered regular until the personnel is increased. Employees so placed will understand that they are to accept lower positions at the prevailing rates.

ii) If a promotion is of a temporary nature, overtime rates will be paid for all hours worked after he has completed the regular hours in the day, as set out in Section 6.

- j) In jobs classified under the Mechanical Classification Plan, an

employee promoted on a temporary basis or temporarily doing work of a higher classification, will receive a rate not higher than that which applies to the classification next higher than his original rate.

- k) Persons in the labour pool must accept promotions to regular positions when they are requested by the Company to do so.
- l) Any employee who has been, or is a member of the Union, and has been or is transferred to a position not covered by this Agreement, and is subsequently transferred back to an occupation within the bargaining unit due to a reduction in staff, shall maintain his seniority for a three (3) month period. If, however, he is promoted out of the bargaining unit, he will maintain his seniority and welfare benefits for a three (3) month period, during which time he may revert to his job within the bargaining group.
- m) Employees who, for any reason, are incapable of performing their duties in a satisfactory manner may be required to change their jobs. Such changes, however, will be discussed with the Union, if, as and when made.

Whenever possible, in the judgement of Management, a person will be given a second chance either in the department in which he has been working, or in some other department where he will be given a fair opportunity to produce.

## **SECTION 17**

### **LAY OFF AND RECALL**

- a) In lay-offs, preference for employment will be given to employees with the greatest mill seniority with the Company, provided that they are competent to perform the work assigned which may occur because of lay-offs.
- b) **RECALL RIGHTS**
  - i) An employee laid off with less than five (5) years service shall retain a right of recall for a period equivalent to his/her length of service, or for one year, whichever is less. (There is no recall provision for new employees during the probationary period of ninety (90) days). An employee laid off with five (5) or more years of service shall retain a right of recall for a period of two (2) years.

ii) The period of recall will be measured from the last day worked. Laid-off employees shall be recalled in the reverse order of their layoff, provided that they are competent to perform the work required.

iii) Employees on layoff must make themselves available for work. When layoff exceeds thirty (30) days, the employee must report for work within five (5) days of recall.

iv) The Company will pay premiums for the current month in which an employee is laid off, plus the following month in accordance with the terms outlined in the Letter of Understanding entitled, "Group Insurance Coverage for Employees on Layoff - Employee Obligation to Respond to Recall".

## SECTION 18 ADJUSTMENT OF COMPLAINTS

- a) Should differences arise **between** the Company and the Union or its members employed by the Company as to the meaning or application of the provisions of this Agreement, there shall be no suspension of work *on* account of such differences **but** an earnest effort shall be made to settle the differences in the following manner:

**Step 1.** An alleged complaint or grievance arising between an employee or the Union and the Company will be discussed by the employee and the Shop Steward with the foreman of the department **concerned** in an attempt to arrive at a satisfactory settlement.

**Step 2.** If no satisfactory settlement is reached in Step 1 above within 48 working hours, the complaint or grievance shall be reduced to writing, in duplicate on a Grievance Form, signed by the employee and the Shop Steward, and **presented** to the Superintendent of the department concerned. The Complaint or grievance shall then be discussed by the Superintendent and the Foreman on the part of the Company, and the employee and Shop Steward on the part of the Union. The Superintendent shall note his disposition of the question on the Grievance Form and return one copy to the Shop Steward and send the other copy to the Personnel Department.

**Step 3.** If no satisfactory settlement is reached in Step 2 above within 48 working hours, the matter shall be taken up by the President and the

Shop Steward on the part of the Union, with the Industrial Relations Supervisor and Superintendent on the part of the Company. The Industrial Relations Supervisor will enter his disposition of the matter on the Grievance Form.

Step 4 If no satisfactory settlement is reached in Step 3 above within reasonable time, the matter shall be taken up by the President of the Local Union, the Shop Steward, the National Officer of the Union with an Executive of the Company and the Industrial Relations Supervisor.

#### ARBITRATION PROCEDURE

- a) The party desiring to submit a matter to Arbitration shall deliver to the other party a notice in writing of intention to arbitrate.
- b) Within ten (10) days after the date of the said notice of intention the party initiating arbitration shall notify the other party of the name of its Representative on the Arbitration Board and the other party shall appoint its representative within ten (10) days of receipt of this notification.
- c) In the event that either party shall fail to appoint a representative to the Arbitration Board within the delay provided the other party may request the Minister of Labour of the Province of Ontario to appoint a representative on behalf of the defaulting party.
- d) When the representatives have been appointed they shall meet forthwith to choose a Chairman who with the two representatives, shall constitute the Arbitration Board.
- e) Should the representatives fail within five (5) days to agree on a Chairman, the Minister of Labour of the Province of Ontario may be requested by the representatives or by either of them to appoint a person who shall be Chairman of the Arbitration Board.
- f) After the Arbitration Board has been formed by the foregoing procedure it shall meet and hear the evidence and representatives of both parties and shall render a decision within fifteen (15) days after the completion thereof.
- g) The decision of the majority of the Arbitration Board on the matter at issue shall be final and binding on both parties but the jurisdiction of the Arbitration Board shall be limited to deciding the

matter at issue within the meaning of the existing provisions of the Agreement, and in no event shall the Arbitration Board have the power to add to, subtract from, alter or amend this Agreement in any respect, except in cases of disciplinary action. If it is the opinion of the Board that some lesser penalty is justified, the Board shall have the right to decide such penalty.

- h) Each party shall pay its own arbitration costs including the fees and expenses of witnesses called by it and its representatives. The fees and expenses of the Chairman shall be shared equally by the parties.
- i) It shall be the duty of the Management, Shop Stewards and Officers of the Union to see that all grievances shall be dealt with at the time they become evident, and shall be disposed of as soon as possible. Every reasonable effort shall be made to dispose of all grievances prior to the expiration of this Agreement.
- j) The Management may take up with the Union, complaints from customers or Mill Control Departments or from other sources, and require that a worker or workers from the department which caused the complaint be brought before the meeting.
- k) The Union agrees to cooperate actively in every reasonable manner to eliminate absenteeism.
- l) It is understood that any grievance arising out of the suspension, or discharge of employees, or their recall from any of these separations, must be presented to the Company within fourteen (14) work days of the occurrence; otherwise no grievance will be deemed to exist.
- m) It is further understood that all other grievances must be presented to the Company within thirty (30) work days of the occurrence; otherwise no grievance will be deemed to exist.

For the purposes of this Section, "Work Days" shall exclude Saturday, Sunday and statutory holidays.



SECTION 19  
MUTUAL INTEREST & WELFARE

- a) The Union agrees to cooperate with the Company in matters of Safety and Health, and in sponsoring the "Principles of First-Aid" Class.

SECTION 20  
NON-DISCRIMINATION

Federal and Provincial Legislation deal with the matter of discrimination in employment against employees and union members on account of race, colour, creed, sex, age or national origin. As a matter of record, the Company and the Union hereby subscribe to the principles of such legislation.

SECTION 21  
TRADE APPRENTICESHIP PROGRAMME

- a) It is agreed that the Trade Apprenticeship Programme, and as amended from time to time, will form part of this Agreement and will continue in force and effect during the life of this Agreement.
- b) It is understood that temporary labouring help shall be paid at the base labour rate, provided the regular maintenance helper(s) is employed on the same specific job. In the event that no regular helper is working on the job, one of the temporary labourers shall be entitled to the "B" Class helper rate.

SECTION 22  
TRADES FLEXIBILITY

1. - Mutual Assistance - Day Workers

Tradesmen who are scheduled as part of the day maintenance crew will continue to be assigned work which is part of their classified trade. When employees of different classified trades are assigned to work together on a specific job, they will assist each other in performing the assigned tasks.

In return for this approach, each tradesman will receive an adjustment of:

Tradesman Class "A" and above	\$0.50 per hour
Tradesman Class "B"	\$0.25 per hour
Tradesman Class "C"	\$0.15 per hour

2. Tradesmen on Shift

A Tradesman working on shift will carry out all work which he is capable of performing in addition to his trade. The company, in conjunction with the Union, will identify the training requirements to improve the skills of tradesmen on shift.

Shift tradesmen of different trades and Mill areas will be brought together as a group to perform repairs.

In return, tradesmen on shift will receive an adjustment of \$0.50 per hour over and above the "mutual assistance" adjustment.

3. Job Security

The company does not anticipate job reductions in the maintenance department as a direct result of trades flexibility, but if they do occur, they will be handled through attrition.

4. Past Agreements

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

5. Implementation

Implementation of trades flexibility and the wage adjustments are effective the Sunday following ratification.

6. Oilers

Trades flexibility and mutual help do not apply.

**SECTION 23  
JURY DUTY & CROWN WITNESS**

An employee who serves as a juror or crown witness shall be paid the

difference between the pay received for such service and eight (8) times the straight time hourly rate he would otherwise have received, subject to the following conditions,

- a) The employee has at least ninety (90) days of continuous service,
- b) The days eligible for such payment shall be scheduled working days of the employee upon which he would otherwise have worked

#### SECTION 24 PENSION PLAN

The **Domtar Inc** Pension Plan as amended for Hourly-Paid Employees and Salaried Employees included in a Bargaining Unit is incorporated in this Agreement by reference and the benefits of the Plan are available to employees in accord with the terms and conditions of the Plan and shall be administered in accord with the terms and conditions of the Plan

#### SECTION 25 AUTOMATION AND TECHNOLOGICAL CHANGE

A Joint Committee on Automation and/or Technological Change will be established consisting of four (4) persons, two (2) selected by Management and two (2) selected by the Union. The function of the Joint Committee shall be advisory to Management and it will study the effects on employees, their employment status and their working conditions in the mill, of changes resulting from automation and/or technological change.

The Joint Committee, among other things, will consider early retirements, re-training, transfers to other jobs, as well as the availability of assistance from the various levels of Government as means of assisting employees displaced by changes resulting from automation and/or technological change.

Prior to the introduction of automation and/or technological change which is likely to be of a permanent nature, and which will result in layoffs or which may materially affect the employment status of employees, the Company will advise the Joint Committee as far in advance as possible but in no case less than 60 days in advance of such changes.

At such time the Company will supply the Joint Committee, for its use, such information as may be required. \*

Should the introduction of changes resulting from automation and/or technological change result in a material alteration in the job content and/or skill, a new rate shall be negotiated for the job in question. The new rate when agreed upon, will be retroactive to the date of change, with the old rate applying during the interim period. If required, the employee concerned shall be provided with an opportunity to take on-the-job training, in order to enable him to fulfill the changed requirement of the job.

Regular employees who are displaced from their jobs, as a result of automation and/or technological change, will be provided the opportunity for on-the-job training to enable them to fill another job to which they are entitled, on the basis of their seniority.

An employee who is permanently set back to a lower-paid job because of automation and/or technological change, shall maintain the rate of her/his permanent job at the time of the setback, for a period of six (6) months, and for a further period of six months, she/he shall be paid an adjusted rate which will be midway between the rate of her/his permanent job at the time of the setback, and the rate of her/his new permanent job. At the end of this twelve (12) month period, the rate of her/his new permanent job shall apply.

## SECTION 26 THE DOMTAR INDUSTRIAL CONVERSION PLAN - (DICP)

The Domtar Industrial Conversion Plan is designed to assist employees displaced permanently from a plant or mill as the direct result of industrial conversion, and Local No. 77 of the CANADIAN PAPERWORKERS UNION is a participating Local

## SECTION 27 TERM OF AGREEMENT

- a) This Agreement shall remain in effect for thirty-six (36) months from May 1st, 1990 to April 30, 1993 and is subject to renewal from year to year thereafter.
- b) In the event that either party desires to change any of the

provisions of this Agreement, the party desiring the change shall give written notice by registered mail to the other party at least thirty (30) days before the anniversary date of the Agreement. Such notice is to be issued either from the national Office of the Union or from any officer of the Company and shall specify the nature of the proposed changes.

- c) Pending completion of negotiations this Agreement shall remain in force.

Signed at Kingston, Ontario, this 28th day of March, 1991

Domtar Inc.  
Domtar  
Fine Papers  
St. Catharines Mill

DR. McNINCH

A.G. RAPATTONI

G.D. PERRAS

J. SZTUKE

CANADIAN PAPERWORKERS UNION, CLC  
LOCAL 77

D. ADAMS

G. COPLAND

D. LAMBERT

L. CHAFFE

M. PUPEZA

A. NAPLES - MEDIATOR

APPENDIX 'A  
GROUP INSURANCE BENEFITS

- a) The following Group Insurance Plans shall be provided for eligible employees. The Company will pay 100% of the cost of benefits with the exception of:
- i) any future Weekly Indemnity premium increases arising out of poor experience which will be shared equally by the employee and the Company;
  - ii) THE ONTARIO HOSPITAL INSURANCE PLAN - O.H.I.P.
    - a. Effective September 1, 1984 the Company will pay in respect of O.H.I.P. \$29.75 per month for single coverage and \$59.50 per month for family coverage.
    - b. Any future increases in the O.H.I.P. premiums occurring during the term of this Agreement shall be absorbed in full by the Company.
    - iii) the Dental Plan where the Company shall pay the premium cost in effect April 4, 1991.
- b) COMPULSORY PARTICIPATION & WAITING PERIOD
- Membership in the full group insurance plan is compulsory for all full-time permanent employees after a three (3) month waiting period.
- c) CHANGES IN GOVERNMENT PLANS
- If, during the life of this agreement, Federal or Provincial Governments shall introduce legislation to provide benefits already covered by this plan, the Company will have the right to full integration of both benefits and costs
- Any savings arising out of such integration shall accrue to the Company account unless otherwise stipulated by law.
- d) ADMINISTRATION
- Group Insurance benefits will be administered in accordance

with the terms and conditions of the group insurance policy  
Copies of the insurance contracts and amendments hereto will  
**be** furnished to the Union, and the Company will provide a full  
*accounting once each collective agreement year*

- e) The Company agrees that the amended Group Insurance Plan shall remain in effect during the term of this agreement.

#### **LIFE INSURANCE**

- a) Effective September 1, 1984 all eligible employees shall be provided with Life Insurance coverage in the amount of twenty-five thousand (\$25,000) dollars at no cost to the employee.

- b) **RETIREE LIFE INSURANCE**

Effective the first of the month following date of ratification, the Company shall provide all present and future retirees between the ages of 58 and 65 with Life Insurance coverage of \$7,500

Effective the first of the month following date of ratification, the Company shall provide all future retirees with Life Insurance coverage of \$5,000 upon attaining age 65.

- c) **ACCIDENTAL DEATH AND DISMEMBERMENT**

Eligible employees shall be provided with accidental death and dismemberment coverage in the same amount as life insurance.

#### **WEEKLY INDEMNITY**

- (a) Effective first of the month following date of ratification for eligible employees actively at work, the maximum Weekly Indemnity coverage will be increased from \$365 to \$425 or the UIC maximum, whichever is greater
- (b) Effective May 1, 1991 the maximum Weekly Indemnity coverage will be increased from \$425 to \$450 or the UIC maximum whichever is greater, for eligible employees actively at work
- (c) Effective May 1, 1992 the maximum Weekly Indemnity coverage will be increased from \$450 to \$500 or the UIC maximum whichever is greater, for eligible employees actively at work

**b) OFFSETS**

CPP benefits for disability payable on behalf of the employee for the same disability, including retroactive payments, will reduce weekly indemnity benefits by an equal amount. All employees may be obliged to apply for government disability benefits at any time of disability and will agree to reimburse the insurance company for any retroactive payments made while in receipt of weekly indemnity benefits.

**c) SUCCESSIVE PERIODS OF DISABILITY**

Successive periods of disability separated by less than 30 calendar days of full time active employment at the employee's customary place of employment shall be considered one period of disability unless the subsequent disability is due to an injury or sickness entirely unrelated to the **cause** of the previous disability and commences after the employee has returned to full time active employment. Full time active employment does not include vacations.

Should the employee be off work due to illness or disability on the effective date of new coverage, she/he will be eligible for the improved benefit level on the date of her/his return to full time active employment. However, should she/he return to full time employment for less than thirty (30) days, the improved benefit will be payable for 52 weeks less the number of weeks of benefit paid prior to the effective date of new coverage.

**d) U.I.C. REBATE**

In view of the improvement in weekly indemnity benefit and the Company contribution, the 5/12th portion of the premium reduction (employee's share) under the Unemployment Insurance Act, shall be retained by the Company from the effective date.

**OTHER COVERAGE UNDER THE GROUP INSURANCE PLAN**

**a) MEDICAL AND HOSPITALIZATION**

The Company will pay in respect of O.H.I.P. \$29.75 per month for single coverage and \$59.50 per month for family coverage.



b) Any future increases in the O.H.I.P. premiums occurring during the term of this Agreement shall be absorbed in full by the Company.

c) MAJOR MEDICAL

i) The maximum amount payable for each individual in any one year is \$20,000 less any benefits paid in the immediately preceding two (2) calendar years

ii) Deductibles:

SINGLE \$25.00  
FAMILY \$25.00

iii) Co-insurance 20-80 except on drugs which are 100% paid after deductibles have been satisfied.

#### **LONG TERM DISABILITY**

The Company shall pay the monthly premium rate of the L.T.D. Plan which shall be administered in accordance with the terms of the insurance policy.

The L.T.D. Plan shall be compulsory for all full-time regular employees who are participants in, and who are covered for Weekly Indemnity benefits under the existing Group Insurance Plan.

#### **1. BENEFIT LEVEL AND QUALIFYING PERIOD**

The rate used to determine long term disability benefits is the classified rate of the employee effective the first of May preceding the date the employee became eligible for weekly indemnity benefits.

During the term of agreement, the rate used to determine the benefits of employees shall be increased effective May 1st of each year by general wage increases that occur while the employee is on L.T.D. Employees currently on weekly indemnity shall qualify for this improved benefit.

Benefits are 50% of the rate, as defined in the preceding paragraphs, multiplied by 2080 and divided by 12 up to the maximum monthly benefit in effect the date the employee became eligible for L.T.D.

The maximum monthly coverage is \$1800 for an employee who commences Weekly Indemnity on or after February 1, 1988.

CPP benefits payable on behalf of the disabled employee's dependents are not to be offset against L.T.D. benefits.

Improvements to benefits apply to employees actively at work on effective date of enhanced benefits.

## **2. OFFSETS**

The amount of benefit shall be reduced by any payments made under any government disability plans (except increases in such amounts occurring 12 months or more after disablement), Worker's Compensation, or any other non-private disability income plan.

## **3. DEFINITION OF DISABILITY**

"Disability" shall mean an insured employee who has received 52 weeks of benefits under the weekly indemnity plan and who is unable, because of non-occupational disease or accidental bodily injury, to work at her/his regular occupation or at any other available job in the mill during the next consecutive twelve (12) months, and thereafter is unable to perform any and every duty of any occupation for which she/he is reasonably fitted by education, training or experience.

## **4. DURATION OF BENEFITS TO BE THE EARLIER OF:**

- i) A benefit period equal to months of service.
- ii) Age 65
- iii) The date of retirement
- iv) The date of death

## **5. SUCCESSIVE PERIODS OF DISABILITY**

Successive periods of disability, for purposes of the Long Term Disability plan, separated by less than 30 days of active full time employment at the employee's customary place of employment shall be considered one period of disability unless the subsequent disability is due to an injury or sickness entirely unrelated to the causes of the previous disability and commences after the employee has returned to full time active employ-

ment. For the purpose of this article, fulltimeactiveemploymentdoesnot include vacation.

## **6. PENSION ACCRUALS**

While entitled to benefits under the L.T.D. Plan, a contributory member of the plan will continue to accrue pension benefits, free of contributions by her/him, based on her/his regular classified rate as of the date disability commenced. Although accruing pension benefits, no death or termination benefits will accrueduring this period, except with respect to interest on employee contributions made prior to date of disability.

## **7. OTHER BENEFITS WHILE ON L.T.D.**

- i) Group Life Insurance will be maintained on a waiver of premium basis. Upon cessation of L.T.D. benefits in the event of retirement or age 65, the group life insurance will be reduced immediately in accordance with the retiree benefit thereunder.

Installment life benefits will be paid if an employee under age 65 continues to be totally disabled and she/he no longer has benefit entitlements under the weekly income and L.T.D. disability plans, on the following basis: the amount of Life Insurance benefit, less \$2,500 paid at the rate of one-sixtieth per month for a maximum period of 60 months. or early retirement, or age 65, whichever occurs first. The \$2,500 coverage will be continued as a retiree life insurance benefit.

For an employee whocommences Weekly Indemnity on or after February 1, 1988, the Life Insurance benefit will be \$4,000.

- ii) Group A.D. & D. coverage will not be maintained while receiving L.T.D. benefits.
- iii) Health Insurance coverage will be maintained in accordance with the conditions applying under the collective agreement.
- iv) The present provisions with respect to disability pension payments has been amended so that they will only become payable if the employee qualifies for such payment after expiry of his L.T.D. benefit period.

## **8. EXCLUSIONS**

- i) Benefits under the L.T.D. Plan will not be payable for claims

resulting from self-inflicted injury, war or riot.

ii) An employee on L.T.D. shall not accumulate credit for vacation or holidays.

## EXPLANATORY NOTES ON ADMINISTRATION OF LONG TERM DISABILITY PLAN

### ITEM 3 QUALIFYING PERIOD

The word "consecutive" shall be interpreted as "52 weeks accumulative for the same disability".

### ITEM 5 AMOUNT OF BENEFIT

The amount of benefit shall not be reduced by Disability Pension payments under War Veterans' or Worker's Compensation Legislation if the disability is unrelated.

### ITEM 6 BENEFIT PERIOD

The Benefit Period shall be by year and by month of service.

"Year of Service" shall not include the period from the onset of a disability which resulted in a consecutive period of W.I. and L.T.D.

### ITEM 9 EXCLUSIONS

An employee who returns to work after a period of Long Term Disability shall be credited with accumulated service while on W.I. and L.T.D.

### DENTAL PLAN

1. A dental plan with participation compulsory is provided for all employees;

### DENTAL PLAN FEESCHEDULE

- a) Effective first of the month following date of ratification, amend Dental Plan to provide for the 1989 Ontario Dental Association's (ODA) Schedule of Dental Fees.

b) Effective May 1, 1991

Amend Dental Plan to provide for the 1990 Ontario Dental Association's (ODA) Schedule of Dental Fees.

c) Effective May 1, 1992

Amend Dental Plan to provide for the 1991 Ontario Dental Association's (ODA) Schedule of Dental Fees.

#### MODULE 1

i) Basic Coverage

ii) No Deductible

iii) Percentage payable = 80%

#### LIST OF EXPENSES WHICH ARE CONSIDERED ELIGIBLE FOR PAYMENT:

##### Diagnostic

All the necessary procedures to assist the Dentist in evaluating the existing conditions and the dental care required. These services include:

- a) Examinations and consultations
- b) Roentgenology and pathological reports as required by the attending dentist
- c) Full mouth x-rays not more often than once every 24 month period
- d) Bite-wing x-rays once every 6 months

##### Preventive Therapy

- a) Prophylaxis (cleaning and scaling of teeth) once every 6 months. This treatment is eligible if performed by a Dentist, or a Dental Hygienist under the direct supervision of a Dentist.
- b) Topical anti-cariogenic applications, once every 6 months. This treatment is eligible if performed by a Dentist, or a Dental Hygienist under the direct supervision of a Dentist.
- c) Space maintainers: when placed primarily to maintain space and

not for orthodontic purposes, and provision of habit breaking appliances.

- d) Injections of antibiotic drugs by the attending Dentist

#### **Oral Surgery**

Extractions and other surgical procedures normally performed by a Dentist, including pre and post-operative care.

#### **Minor Restorative Dentistry**

Procedures to restore the natural teeth to normal function, restricted to amalgam, silicate, plastic, synthetic porcelain and composite fillings.

#### **Repairs**

Relining, rebasing, or repairing of an existing appliance, (fixed bridge-work, removable partial or complete dentures).

#### **Endodontics**

Necessary procedures for treatment of pulpally involved teeth, including non-vital teeth and root canal therapy.

#### **Periodontics**

Procedures necessary for the treatment of diseases of the soft tissue and the bone surrounding and supporting the teeth,

#### **MODULE II**

- i) Major Restorative
- ii) No Deductible
- iii) Percentage payable = 50%

#### **ONLY THOSE TREATMENTS LISTED BELOW ARE ELIGIBLE:**

- a) Crowns and inlays, including gold and porcelain veneer fillings where other material is not suitable.

- b) The creation of an appliance (fixed bridgework, removable partial or complete dentures)
- c) The replacement of an existing appliance (fixed bridgework, removable partial or complete dentures) only under the circumstances set out below:
  - 1. If the existing appliance is at least 3 years old and cannot be made serviceable.
  - 2. If the existing appliance is temporary and is replaced with a permanent bridge or denture and takes place within 12 months of when the temporary appliance was installed.
  - 3. If necessitated by the extraction of an additional natural tooth while insured under this policy.
- d) Services of a licensed Denturist when practising within the scope of his license.

#### MODULE III

i) Orthodontics

ii) No Deductible

iii) Percentage Payable = 50%

iv) \$1,000 maximum lifetime benefit per individual - effective February 1, 1988.

The only treatment eligible is necessary dental treatment which has as its objective the correction of malocclusion of the teeth.

#### 2. Eligible Expenses

Eligible expenses under this plan are expenses for dental treatment recommended as necessary by a physician or dentist which are not in excess of the minimum fee specified in the Dental Fee Schedule of the Province in which the employee resides.

#### 3. Effective Date of Coverage

Eligibility for these benefits shall apply only to those employees who are

actively at work on the effective date of the plan. If an employee is not actively at work on the effective date of the plan or any amendments thereof, coverage will commence when she/he returns to work full time. New employees will become eligible for coverage after one (1) year of continuous service.

No employees shall be covered for dental insurance when laid off except those for whom a course of treatment has been prescribed and has commenced prior to such lay-off. Benefits will in no case continue longer than ninety days from the date of lay-off.

#### **4. Cost Sharing**

The premium cost in effect on April 4, 1991 shall be paid by the Company.

#### **5. Coordination of Benefits**

If an employee is insured simultaneously under any other plan which provides benefits similar to those provided under this plan, payments of benefits for that employee or her/his eligible dependents under this plan will be determined by the Coordination of Benefits provision. The payments from all sources will not exceed the total of actual expenses incurred without exceeding the amount indicated under the schedule of fees.

#### **6. Integration with Government Plans**

The plan will not provide like benefits where such are currently being provided by federal or provincial legislation. If, during the life of this agreement, federal or provincial governments shall introduce legislation to provide benefits already covered by this plan, the plan shall be amended so as to eliminate said benefits. Any resulting premium savings shall accrue to the Company.

#### **7. Administration**

The plan will be administered in accordance with the terms and conditions of the master policy. The decision as to the choice of administrative vehicle will be made by the Company.

#### **8. Vision Care**

The following vision care expenses incurred by an employee and/or covered dependents are eligible when recommended by a physician or an optometrist:

---



Frames, lenses, and the fitting of prescription glasses, including contact lenses up to a total payment of \$75.00, per family member, in any two consecutive calendar years.

The Company pays 100% of the premiums

### **9. Optional Dependent Life Insurance**

The Company will provide Dependent Life Insurance at employee cost on the following basis:

1. Spouse - \$5,000.
2. Each unmarried child:
  - a) 14 days but less than 1 year of age - \$400.00
  - b) 1 year but less than 19 years (twenty-five (25) years when a student full time), wholly dependent on the employee for support, \$2,000.00.

The spouse's Life Insurance will be reduced to \$500.00 upon the employee's retirement and cancelled on her/his death.

3. It is understood that this benefit is voluntary.

MEMORANDUM OF AGREEMENT

**between**

DOMTAR INC., DOMTAR FINE PAPERS,  
A DIVISION OF DOMTAR PULP AND PAPER GROUP,  
ST. CATHARINES MILL

and

CANADIAN PAPERWORKERS UNION, CLC  
LOCAL 77

March 28, 1991

The members of the Negotiating Committee of the Union agree to unanimously recommend ratification of the Memorandum of Agreement to their members and the Negotiating Committee of The Company. agrees to unanimously recommend acceptance of this Memorandum of Agreement to their principals.

This Memorandum of Agreement includes the attached Company offer of March 6, 1991.

#### **LIFE INSURANCE COVERAGE**

Effective the first of the month following date of ratification, the company shall provide all present and future retirees between the ages of 58 and 65 with Life Insurance coverage of \$7,500.

Effective the first of the month following date of ratification, the Company shall provide all future retirees with Life Insurance coverage of \$5,000 upon attaining age 65.

#### **DENTAL PLAN**

For the Dental Plan, the Company shall pay the premium in effect the date of ratification.

#### **LOCAL UNDERSTANDING**

##### **WEEKLY INDEMNITY AND W.C.B. PAYMENT DELAYS**

When an approved W I or W C B claim payment cheque is delayed through no fault of the employee, the Company will advance an amount equivalent up to four (4) weeks of benefit to the employee. Such employee shall reimburse the Company upon payment by the insurer or W C B. The Company will notify the Union of any disputed claims.

#### **SECTION 7 - STARTING AND STOPPING TIMES**

- a) When a tour worker is unavoidably prevented from reporting for her/his scheduled shift, she/he must give notice to her/his foreman or superintendent or security guard at least four (4) hours prior to her/his scheduled time to go on shift, except for a day shift.

#### **JOB CLASSIFICATION PLAN**

Job descriptions of positions that fall within the scope of the Job

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Classification Plans shall be written and evaluated during the term of this collective agreement.

Signed this 28th day of March, 1991 in Kingston, Ont

**FOR THE COMPANY**

\_\_\_\_\_  
D.R. McNinch

\_\_\_\_\_  
A.G. Rapattoni

\_\_\_\_\_  
G. Perras

\_\_\_\_\_  
J. Sztuke

**FOR THE UNION - LOCAL 77**

\_\_\_\_\_  
D. Adams

\_\_\_\_\_  
G. Copland

\_\_\_\_\_  
D. Lambert

\_\_\_\_\_  
L. Chaffe

**For the Canadian  
Paperworkers Union**

\_\_\_\_\_  
M. Pupeza

\_\_\_\_\_  
A. Naples Mediator

**MEMORANDUM OF AGREEMENT**

between

**DOMTAR INC., DOMTAR FINE PAPERS,  
A DIVISION OF DOMTAR PULP AND PAPER GROUP,  
ST. CATHARINES MILL**

and

**CANADIAN PAPERWORKERS UNION, CLC  
LOCAL 77**

**March 6, 1991**

The current Collective Labour Agreement, subject to the amendments, additions and understandings contained herein, is renewed for the period May 1, 1990 to and inclusive of April 30, 1993.

Except as otherwise stated herein, all amendments, deletions or additions to the Collective Labour Agreement shall be effective on date of ratification.

The members of the Negotiation Committee of the Union agree to unanimously recommend ratification of the Memorandum of Agreement to their members and the Negotiating Committee of the Company, agree to unanimously recommend acceptance of this Memorandum of Agreement to their principals.

**1. TERM OF AGREEMENT**  
May 1, 1990 to April 30, 1993

**2. GENERAL WAGE INCREASE**  
Effective May 1, 1990 - 85¢/hr  
Effective May 1, 1991 - 5.5%  
Effective May 1, 1992 - 5.5%

Retroactivity shall apply to all paid hours for employees on payroll as of the date of ratification, to any retiree on payroll May 1st, 1990, and to students having worked since May 1st, 1990.

**3. SHIFT DIFFERENTIAL**  
Effective May 1, 1991  
Night shift - 60¢

**4. VACATION PAY**

Effective first Sunday following ratification, 2.4% per week of entitlement

**5. WEEKLY INDEMNITY**

(a) Effective first of the month following date of ratification for eligible employees actively at work, the maximum Weekly Indemnity coverage will be increased from \$365 to \$425 or the UIC maximum, whichever is greater

(b) Effective May 1, 1991 the maximum Weekly Indemnity coverage

will be increased from \$425 to \$450 or the UIC maximum, whichever is greater, for eligible employees actively at work.

- (c) Effective May 1, 1992 the maximum Weekly Indemnity coverage will be increased from \$450 to \$500 or the UIC maximum, whichever is greater, for eligible employees actively at work.

**6. DENTAL PLAN**

Effective first of the month following date of ratification, amend Dental Plan to provide for the 1989 Ontario Dental Association's (ODA) Schedule of Dental Fees.

Effective May 1, 1991

Amend Dental Plan to provide for the 1990 Ontario Dental Association's (ODA) Schedule of Dental Fees.

Effective May 1, 1992

Amend Dental Plan to provide for the 1991 Ontario Dental Association's (ODA) Schedule of Dental Fees.

**7. TRADES FLEXIBILITY**

As per attached Appendix "A".

**8. MILL OPERATION- MILL HOLIDAYS**

As per attached Appendix "B"

**9. SAFETY SHOES**

Effective date of ratification, increase the Company's contribution from \$40 to \$55

**10. PAID LUNCH PERIOD- DAY WORKERS**

Replace paragraph iv) of sub-section b) of section 7 by the following

A rest period of fifteen (15) minutes shall be allowed day workers during the forenoon as arranged in each department or by the Foreman This rest period shall normally be taken between 10 00 a m to 10 15 a m and

shall not in any case exceed the time limit provided, which is fifteen (15) minutes off the job.

Replace paragraph v) of sub-section b) of section 7 by the following:

A paid lunch period of thirty (30) minutes shall be allowed day workers as arranged in each department or by the foreman. The lunch period shall normally be taken from 12:00 noon to 12:30 p.m. and shall not in any case exceed the time limit provided, which is thirty (30) minutes off the job.

If an employee is required to work all or part of her/his lunch or rest period she/he is given equivalent time off. Overtime and call-in pay do not apply in the preceding case.

Replace paragraph vi) of sub-section b) of section 7 by the following:

Maintenance workers shall be granted a ten (10) minute wash-up period in the afternoon from 3:20 p.m. to 3:30 p.m. The wash-up period is defined as the time interval between stopping work on the job site, at ten minutes prior to 3:30 p.m.

Replace paragraph ii) of sub-section c) of section 6 by the following:

ii) The regular hours of work for day workers will be eight (8) hours per day as scheduled in each department and under normal circumstances will be from 8:00 a.m. to 4:00 p.m. during which time workers are not to leave company premises.

Replace paragraph iii) of sub-section c) of section 6 by the following:

iii) The regular hours of work for electrical and mechanical maintenance employees will be from 7:30 a.m. to 3:30 p.m. during which time the workers are not to leave company premises.

## **11. LONG TERM DISABILITY PLAN**

Sub-section 1) Benefit Level and Qualifying Period of the Long Term Disability Plan, to be replaced by the following:

The rate used to determine long term disability benefits is the classified rate of the employee effective the first of May preceding the date the



employee became eligible for weekly indemnity benefits.

During the term of agreement, the rate used to determine the benefits of employees shall be increased effective May 1st of each year by general wage increases that occur while the employee is on L.T.D. Employees currently on weekly Indemnity shall qualify for this improved benefit.

Benefits are 50% of the rate, as defined in the preceding paragraphs, multiplied by 2080 and divided by 12 up to the maximum monthly benefit in effect the date the employee became eligible for L.T.D.

The maximum monthly coverage is \$1800 for an employee who commences Weekly Indemnity on or after February 1, 1988.

The amount of benefit shall be reduced by any payments made under any government disability plans (except increases in such amounts occurring 12 months or more after disablement), Worker's Compensation, or any other non-private disability income plan.

CPP benefits payable on behalf of the disabled employee's dependents are not to be offset against L.T.D. benefits.

Improvements to benefits apply to employees actively at work on effective date of enhanced benefits.

## 12. AGREEMENT LANGUAGE CHANGES

As per attached Appendix "C"

## 13. LOCAL UNDERSTANDINGS

As per attached Appendix "D"

## 14. LETTERS OF UNDERSTANDING

As per attached Appendix "E"

## APPENDIX A

### TRADES FLEXIBILITY

#### 1. - Mutual Assistance - Day workers

Trades people who are scheduled as part of the day maintenance crew

will continue to be assigned work which is part of their classified trade. When employees of different classified trades are assigned to work together on a specific job, they will assist each other in performing the assigned tasks.

In return for this approach, each tradesperson will receive an adjustment of:

Class "A" and above	\$0 50 per hour
Class "B"	\$0 25 per hour
Class "C"	\$0 15 per hour

2. Tradespersons on Shift

A Tradesperson working on shift will carry out all work which she/he is capable of performing in addition to her/his trade. The company, in conjunction with the Union, will identify the training requirements to improve the skills of tradespeople on shift.

Shift tradespeople of different trades and Mill areas will be brought together as a group to perform repairs.

In return, tradespeople on shift will receive an adjustment of \$0 50 per hour over and above the "mutual assistance" adjustment.

3. Job Security

The company does not anticipate job reductions in the maintenance department as a direct result of trades flexibility, but if they do occur, they will be handled through attrition.

4. Past Agreements

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

5. Implementation

Implementation of trades flexibility and the wage adjustments are effective the Sunday following ratification.

6. Oilers

Trades flexibility and mutual help do not apply.

**APPENDIX B**  
**AGREEMENT COVERING MILL OPERATION DURING**  
**MILL HOLIDAYS**

Delete '(Sunday excluded)' in sub-section b) of section 12 for both New Years Day and Christmas Day.

A. Notwithstanding the provisions of the Collective Agreement, the Company reserves the right to keep its mill in operation during the Mill holidays of Victoria Day, Dominion Day and Thanksgiving Day. The Company advises the Union thirty (30) days in advance of its intention to do so.

1.1 When the Mill is operating during a Mill holiday, work crews are kept to a minimum, as for a regular Sunday operation.

1.2 An employee who works on a Mill holiday as per above is paid as follows:

Her/his Mill holiday is paid according to Section 12 b);

Her/his hours worked are paid at double time.

For each hour worked she/he receives an additional payment for one (1) hour at the rate paid for the job she/he performed.

An employee who works at least a complete shift during the twenty-four (24) hours of a Mill holiday may take a compensating holiday without pay (one per mill holiday) within the same calendar year at a date approved by her/his supervisor.

1.3 An employee who does not work during a Mill Holiday is paid according to the provisions set out in section 12 b).

1.4 Employees required by the Company to work on such Mill holidays will be scheduled by following the regular weekly work schedule.

Scheduled employees wishing to be excused from working a Mill holiday will apply in writing to their supervisor twenty one (21) calendar days prior to the commencement of the said days.

Vacancies on each shift resulting from these requests will be

filled in a manner similar to the manner in which the vacancies created by floating holidays are normally filled, with move-ups conducted on each shift.

Vacancies remaining after these shift promotions will be filled by qualified employees on their scheduled day off. The Company will approach those employees in order of seniority with first choice to the senior qualified employee available at the job level of the vacancy.

No employee will be scheduled to work at a job level which is more than two classifications above her/his classified job.

Failure to identify qualified employees on their day off willing to work will result in the requests of the junior scheduled employees being denied as outlined in the second paragraph above and therefore these employees will be required to work.

1.5 The preceding provisions apply only while the Mill is operating during a Mill holiday.

- B. This agreement does not apply to employees who must perform regular work during Mill holidays when the mill is not in operation.

### **APPENDIX C AGREEMENT LANGUAGE CHANGES**

Section 4, paragraph (g) page 4

- g) When no work is available for an employee who was scheduled to report for work, the Company will make every reasonable effort to notify the employee that she/he should not report as scheduled. In the event an employee is not notified that there is no work, **the** Company will provide her/him with a minimum of **three (3) hours**, work or three (3) hours pay at her/his classified rate in lieu thereof.

### **SECTION 7 STARTING AND STOPPING TIMES**

- a) **TOUR WORKERS**

When a tour worker *is* unavoidably prevented from reporting for her/his scheduled shift, she/he must give notice to her/his

supervisor or superintendent at least four (4) hours prior to her/his scheduled time to go on shift, except for day shift.

Day shift notification shall be as promptly as possible prior to the scheduled starting time.

Abuse of this rule shall liable the offender to disciplinary action.

#### Section 7 b, Day Workers

ii) If any day worker is unavoidably prevented from reporting for work as scheduled, she/he must make every reasonable effort to notify her/his supervisor, superintendent or the Security Guard. Such notification shall be previous to the scheduled starting time or as soon thereafter as possible.

#### c) MEAL ALLOWANCE

i) An employee required to work more than two (2) hours beyond the end of her/his regular day or shift, and not previously notified will be provided with a \$4.00 meal allowance by the Company. A \$4.00 meal allowance will be provided every four (4) hours after the first one.

### SECTION 8 - RETURN TO WORK - NOTICE OF INTENTION

#### Paragraph(b)

When a day worker has been absent from work for one (1) or more days, she/he shall be required to give notice to her/his superintendent, supervisor or guard of her/his intention to return for her/his next regular day by 5:00 p.m. on the previous day.

### SECTION 12 - HOLIDAYS

a) In lieu of three (3) additional floating holidays, each employee who has been on the payroll thirty (30) days shall receive twenty four (24) hours additional pay at her/his classified straight time rate, except that in the case of employees who regularly relieve or who substitute for other employees, the higher rate will apply if the employee worked on such higher rated job on both of her/his scheduled work days immediately preceding and immediately following the holidays. The time of the pay will be one week

before Christmas Employees retiring during any contract year will be paid for any floater or lieu pay owing them at the time of their retirement

- b) On January 1st, a check will be made to see what Statutory and Floating holidays are outstanding, and those employees entitled to holidays will be notified and also informed that holidays must be scheduled by January 31st If not scheduled by January 31st the Supervisor shall assign the day or days after consultation with the employee

### **SECTION 13 - VACATIONS**

#### **2 Vacation Period**

- a) Employees shall be allowed no more than one period of vacation during the period of May 1st to September 30th a maximum of two (2) weeks consecutively, unless there are weeks available after the vacation schedule has been finalized for the first round on April 1st
- e) On January 1st, a check will be made to see what vacations are outstanding, and those employees entitled to vacations will be notified and also informed by January 15th that vacations must be scheduled by January 31st If not scheduled by January 31st the Supervisor shall assign them after consultation with the employee

### **SECTION 16 - PROMOTIONS, TRANSFERS AND DEMOTIONS**

- d) When a permanent vacancy occurs on a bottom job in a line of progression, or new jobs or other vacancies are created the Company shall post such vacancy on all of the mill bulletin boards for a period of seven (7) calendar days All employees in the bargaining unit will have the right to apply for such a vacancy and selection will be based on mill seniority providing that the senior employee has the necessary skill and ability
- e) The successful applicant (permanent job posting) will be on trial for a period not to exceed thirty (30) days worked from the date of transfer If the employee proves satisfactory she/he will be confirmed in her/his new classification and department without loss of seniority The employee has the right to return to this job

within thirty (30) days worked if the Company agrees the reasons are good and sufficient

**GROUP INSURANCE PROVISIONS**

Amend Appendix "A" in Collective Agreement to read

c) Major Medical

The maximum amount payable for each individual in any one year is \$20,000 less any benefits paid in the immediately preceding two (2) calendar years

APPENDIX D  
ST. CATHARINES MILL

**SUBJECT: LAY-OFF SENIORITY LIST**

The Company will meet with the Union when layoffs occur, to review work schedules and seniority lists.



APPENDIX E  
LETTER OF UNDERSTANDING  
ST. CATHARINES MILL

**SUBJECT: SUPERVISOR RELIEF- VACATION AND FLOATERS**

When an employee is required to relieve a Supervisor, her/his absence from her/his department or job will not affect or alter the established standard vacation limits for purposes of granting vacations and floaters, requested in accordance with established procedures. She/he will be excluded when considering the total number of employees that are off.

Signed this 4th day of April, 1991.

LOCAL #77

DOMTAR FINE PAPERS  
ST. CATHARINES, ONT.

\_\_\_\_\_  
D. Adams, President Local 77

\_\_\_\_\_  
D.R. McNinch, Resident Manager

\_\_\_\_\_  
G. Copland, Vice President  
Local 77

\_\_\_\_\_  
A. G. Rapattoni, Superintendent  
of Labour Relations

APPENDIX E  
LETTER OF UNDERSTANDING  
ST. CATHARINES MILL

**SUBJECT: CONDUCT RECORDS**

In the case of minor offences and infractions of Mill Rules, where an employee has a clear record for a period of twelve (12) months, her/his record of offences shall be cleared

Signed this 4th day of April, 1991

LOCAL #77

DOMTAR FINE PAPERS  
ST. CATHARINES, ONT.

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D. Adams, President Local77

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D.R. McNinch, Resident Manager

---

G. Copland, Vice President  
Local77

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A.G. Rapattoni, Superintendent  
of Labour Relations

APPENDIX E  
LETTER OF UNDERSTANDING

**SUBJECT: MISSING TIME CARDS**

The Company will develop standard instructions concerning hand written notes being posted by the supervisors to signify missing time cards. This instruction will be consistent throughout the Mill.

Signed this 4th day of April, 1991.

**LOCAL #77**

**DOMTAR FINE PAPERS  
ST. CATHARINES, ONT.**

\_\_\_\_\_  
D. Adams, President Local 77

\_\_\_\_\_  
D.R. McNinch, Resident Manager

\_\_\_\_\_  
G. Copland, Vice President  
Local 77

\_\_\_\_\_  
A.G. Rapattoni, Superintendent  
of Labour Relations

APPENDIX E  
LETTER OF UNDERSTANDING  
ST. CATHARINES MILL

**SUBJECT: GUARANTEED FLOATING HOLIDAY DATE**

Once approved, one floating holiday per contract year will be granted on the date requested, using the following procedure:

- the request must be submitted thirty (30) days prior to the holiday on a green time card.
- the supervisor will inform the employee as to the disposition of the request within ten (10) days of the submission.
- when approval is granted, it is unconditional

**General Note**

Advance floating holiday cards can only be submitted for the period May 1st to April 30th (contract year).

Requests submitted beyond this period will not be considered

Signed this 4th day of April, 1991

LOCAL #77

DOMTAR FINE PAPERS  
ST. CATHARINES, ONT.

\_\_\_\_\_  
D. Adams, President Local 77

\_\_\_\_\_  
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\_\_\_\_\_  
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Local 77

\_\_\_\_\_  
A.G. Rapattoni, Superintendent  
of Labour Relations

**APPENDIX E  
LETTER OF UNDERSTANDING  
ST. CATHARINES MILL**

**SUBJECT: VACATION SCHEDULING RULES**

The present will confirm that the "Vacation Scheduling Rules" dated December 17, 1990 shall remain in effect for the term of this agreement. Mill needs may require amendments to these rules, in which case the union shall be consulted before modifications are made.

Signed this 4th day of April, 1991.

LOCAL #77

DOMTAR FINE PAPERS  
ST. CATHARINES, ONT.

\_\_\_\_\_  
D. Adams, President Local 77

\_\_\_\_\_  
I.R. McNinch, Resident Manager

\_\_\_\_\_  
G. Copland, Vice President  
Local 77

\_\_\_\_\_  
J.G. Rapattoni, Superintendent  
of Labour Relations

## LETTERS OF UNDERSTANDING

The following Letters of Understanding remain in force to be updated and signed.

- SUBJECT: **Shift Differential** Not Paid on Early Start-up.
- SUBJECT: Duration of **Overtime** Rate on Call-In
- SUBJECT: **Vacation Pay** Calculations Excludes Taxable Benefits.
- SUBJECT: Overtime Statutory Holidays **Double** Time Period.
- SUBJECT: Stationary Engineers' Hourly Rate Maintained.
- SUBJECT: **Third Class** Stationary Engineers' Relief Obligation.
- SUBJECT: Clarification of Intention-Trade Apprenticeship Program.
- SUBJECT: Group Insurance Coverage for Employees on Layoff, Employee Obligation to Respond to Recall.
- SUBJECT: **Stock** Preparation-Material Shortage.
- SUBJECT: Group Insurance Coverage for Early Retirees.

APPENDIX E  
LETTER OF UNDERSTANDING  
ST. CATHARINES MILL

**SUBJECT: SHIFT DIFFERENTIAL NOT PAID  
ON EARLY START-UP**

No Shift Differential is paid to employees who are scheduled to come in one or two hours early to make ready for a start-up prior to the commencement of their regular shift. Time and one-half only will be paid for this time.

Signed this 4th day of April, 1991

LOCAL #77

DOMTAR FINE PAPERS  
ST. CATHARINES, ONT

\_\_\_\_\_  
D. Adams, President Local 77

\_\_\_\_\_  
D.R. McNinch, Resident Manager

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G. Copland, Vice President  
Local 77

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A G Rapattoni, Superintendent  
of Labour Relations

**LETTER OF UNDERSTANDING  
ST. CATHARINES MILL**

**SUBJECT: DURATION OF OVERTIME RATE ON CALL-INS**

Maintenance personnel and clothing person called in for a job will receive time and one-half until the specific job is completed. (E.g., 5 a.m. to 9 a.m.) then reverts to straight time rate for the remainder of the day.

Signed this 4th day of April, 1991.

**LOCAL #77**

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of Labour Relations



LETTER OF UNDERSTANDING  
ST. CATHARINES MILL

**SUBJECT: VACATION PAY CALCULATION  
EXCLUDES TAXABLE BENEFITS**

Taxable Benefits that appear on T-4 Slips as part of gross earnings shall not be considered as previous gross earnings for the purpose of calculating vacation pay.

(Clarification of Labour Agreement Clauses: Section 13, 3(a).)

Signed this 4th day of April, 1991.

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LETTER OF UNDERSTANDING  
ST. CATHARINES MILL

**SUBJECT: OVERTIME STATUTORY HOLIDAYS  
DOUBLE TIME PERIOD**

In the Memorandum of Agreement signed on September 19, 1973,  
Clause 8(A) reads as follows:

"Employees who work on a Saturday Holiday shall be paid at the rate  
of double time their regular straight time rate for all hours worked on a  
Statutory Holiday".

This Letter confirms that both parties agreed that the double time  
provision is only applicable to all hours worked during the Statutory  
Holiday, and a Statutory Holiday is defined as the twenty-four hour  
period extending from 7:00 a.m. on the day of the holiday until 7:00 a.m.  
on the day following the holiday.

"Employees will have the option of taking time off as defined in Section  
12C of our Labour Agreement.

Signed this 4th day of April, 1991.

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LETTER OF UNDERSTANDING  
ST. CATHARINES MILL

**SUBJECT: STATIONARY ENGINEERS HOURLY  
RATE MAINTAINED**

In line with the Plant Training Program that was instituted to train and develop our own Stationary Engineers, situations will arise whereby a certified Engineer will be required to vacate a position in the Steam Plant to assume Compressor Operator duties in the paper mill because that position requires a certificate.

In such cases, a Trainee will fill the position in the Steam Plant (normally held by a Third Class Engineer), and she/he will be paid the Helper's rate that is listed in the Agreement.

Under the aforementioned circumstances, the certificated person must relinquish her/his rights to the position in the Steam Plant, for which the Company is prepared to maintain her/his rate.

This practice is not applicable to situations created by seniority moves.

Signed this 4th day of April, 1991

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LETTER OF UNDERSTANDING  
ST. CATHARINES MILL

**SUBJECT THIRD CLASS STATIONARY  
ENGINEERS RELIEF OBLIGATIONS**

One of the main functions of the Third Class Shift Engineers working in the Steam Plant is to provide back-up or relief to the Second Class Operating Engineers.

In the event that an Engineer, who is working in a Relief capacity, requests to be excused from this responsibility due to unusual circumstances, the request may be granted if a suitable replacement can be assigned(\*). In such a case, there will be no loss of job seniority.

(\*). The assignment of this position to another Engineer will be offered on a seniority basis with strictly voluntary acceptance.

Signed this 4th day of April, 1991.

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**LETTER OF UNDERSTANDING  
ST. CATHARINES MILL**

**SUBJECT: TRADE APPRENTICESHIP PROGRAMME**

CLARIFICATION OF INTENTION: Under.....

**10. WAGES, BENEFITS AND ALLOWANCES**

Apprenticeship rate calculation for employees attending Government Apprenticeship Classes is: The employee's regular rate for a 40 hour week minus the Government allowance= her/his weekly wage from the Company.

Signed this 4th day of April, 1991

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D.R. McNinch, Resident *Manager*

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G. Copland, Vice President  
Local 77

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A.G. Rapattoni, Superintendent  
of Labour Relations

LETTER OF UNDERSTANDING  
ST. CATHARINES MILL

**SUBJECT: GROUP INSURANCE COVERAGE FOR EMPLOYEES  
ON LAY OFF EMPLOYEE OBLIGATION TO RESPOND TO RECALL**

The Company will pay premiums for the current month in which an employee is laid off, plus the following month.

- (1) Depending on the requirements of operating schedules, an Active Recall List will be established and the balance of the junior employees will be terminated, but will retain contractual Recall Rights as defined in the Labour Agreement.
- (2) As operations expand, terminated employees who still have Recall Rights will be put on the Active Recall List.
- (3) Employees on the Recall List who work one day will have their coverage projected for another cycle.
- (4) Employees on the Active Recall List must make themselves available for work.
- (5) The second refusal or absence from a scheduled assignment within a two month period will immediately relieve the Company of their obligation to pay the employee's Group Insurance premiums. Reinstatement of Company payments will not take effect until said employee returns to work.

There may be exceptions to this rule if, in the opinion of the Company, there were valid reasons for the second refusal or absence.

This understanding does not alter or modify the terms covered in the Labour Agreement under Section 15 - Seniority.

In Witness whereof the Company and the Union have executed this Letter of Understanding by the hands of their Representatives on this 4th day of April, 1991.

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LETTER OF UNDERSTANDING  
ST. CATHARINES MILL

**SUBJECT: STOCK PREPARATION-  
MATERIAL SHORTAGES**

It is mutually agreed and understood to be to the advantage of both the Union and the Company to maintain continuous operation of our paper making process

In situations where our in-plant inventory of waste paper, pulp or additives has been depleted, (excluding emergencies) and there is stock available at the receiving dock and there is no qualified material handling lift truck operator on shift the Company will make every reasonable effort to call one in

If this procedure fails, then the operator who uses the product shall take the material, as required to be furnished directly into the process

The authorizing Supervisor shall ensure that all Safety precautions have been taken and the removal of material is performed in a safe manner

In Witness whereof the Company and the Union have executed this Letter of Understanding by the hands of their Representatives on this 4th day of April, 1991

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of Labour Relations

LETTER OF UNDERSTANDING  
GROUP INSURANCE COVERAGE FOR EARLY RETIREES

The Company agrees, for those taking Early Retirement, to maintain coverage for Early Retirees between the ages of 58 and 65 for the following benefits:

- a) Major Medical
- (b) \$25,000 Life Insurance.  
(Company pays premiums for \$7,500.)

The cost of these benefits will be paid by the Local Union on a monthly basis.

Signed this 4th day of April, 1991.

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ST. CATHARINES MILL WAGE SCHEDULE

DEPARTMENT CLASSIFICATION	RATE PER HOUR		
	MAY 1 1990	MAY 1 1991	MAY 1 1992
<b>MATERIAL HANDLING</b>			
Supervisor (Relief)	15.09	15.92	16.80
Lift Truck Operator/Checker	14.76	15.57	16.43
Lift Truck Operator	14.51	15.31	16.15
Labourer	14.26	15.04	15.87
<b>STOCK PREPARATION</b>			
Supervisor (Relief)	18.73	19.76	20.55
Engineer	18.01	19.00	20.05
Stock Furnisher	15.24	16.08	16.96
Waste Paper Processor	15.24	16.08	16.96
Stock Supplier	14.68	15.49	16.34
Chief Baler	14.60	15.40	16.25
Baler	14.39	15.18	16.02
Size Maker	15.52	16.37	17.27
Guillotine Roll Splitter	14.39	15.18	16.02
<b>PAPER MACHINE NO. 1</b>			
Supervisor (Relief)	18.90	19.94	21.03
Machine Tender	18.10	19.10	20.15
Back Tender	16.59	17.50	18.47
Third Hand	15.77	16.64	17.55
Fourth Hand	15.10	15.93	16.81
<b>PAPER MACHINE NO. 2</b>			
Machine Tender	18.17	19.17	20.22
Back Tender	16.70	17.62	18.59
Third Hand	15.77	16.64	17.55
Fourth Hand	15.16	15.99	16.87
<b>PAPER MACHINE NO. 3</b>			
Machine Tender	18.10	19.10	20.15
Back Tender	16.68	17.60	18.57
Third Hand	15.77	16.64	17.55
Fourth Hand	15.10	15.93	16.81
<b>PAPER MACHINE GENERAL</b>			
Clothing Person	16.38	17.28	18.23
Swipe - Senior	14.58	15.38	16.23
Swipe	14.31	15.10	15.93

DEPARTMENT CLASSIFICATION	RATE PER HOUR		
	MAY 1 1990	MAY 1 1991	MAY 1 1992
<b>WASH-UP &amp; WIRE CHANGE</b>			
Swipes	14.31	15.10	15.93
Extra Help	15.10	15.93	16.81
<b>ROLL FINISHING</b>			
Supercalendar Runner	16.28	17.18	18.12
Back Tender	14.98	15.80	16.67
Supercalendar (L) Rewinder Help	14.49	15.29	16.13
<b>REWINDER</b>			
(L) Operator	15.31	16.15	17.04
(S) Operator	14.95	5.77	6.64
(S) Helper	14.43	5.22	6.06
<b>ROLL WRAPPING</b>			
Operator	15.30	6.14	7.03
Lift Truck Operator	14.53	5.33	6.17
Roll Wrapper Helper	14.43	5.22	6.06
<b>CORE SHOP</b>			
Coreperson	14.63	5.43	16.28
Coreperson Helper	14.37	5.16	15.99
<b>SHEET FINISHING</b>			
Supervisor (Relief)	16.20	7.10	18.03
Sealer	14.26	5.04	15.87
Packer	14.60	5.40	16.25
Palletizing	14.60	5.40	16.25
Utility	14.50	5.30	16.14
<b>CUTTER</b>			
(L) Operator	15.31	16.15	17.04
(S) Operator	14.93	15.75	16.62
Helper	14.31	15.10	15.93
<b>TRIMMER</b>			
(L) Operator	15.58	16.44	17.34
Helper	14.50	15.30	16.14
<b>LAMINATOR</b>			
Operator	15.57	16.43	17.33
Helper	14.60	15.40	16.25

DEPARTMENT CLASSIFICATION	RATE PER HOUR		
	MAY 1 1990	MAY 1 1991	MAY 1 1992
<b>SHIPPING</b>			
Supervisor (Relief)	16.66	17.58	18.54
Shipper Lead Hand	16.02	16.90	17.83
Lift Truck Operator	14.64	15.45	16.29
Trucker	14.26	15.04	15.87
Roll Handler	14.51	15.31	16.15
<b>CARTAGE</b>			
Truck Driver	14.74	15.55	16.41
<b>GENERAL</b>			
Office Janitor *	14.26	15.04	15.87
<b>MAINTENANCE</b>			
Supervisor (Relief)	20.17	21.28	22.45
Millwright - Lead Hand	19.39	20.46	21.58
Millwright - Class "A"	18.93	19.97	21.07
Millwright - Class "B"	16.58	17.49	18.45
Millwright - Class "C"	16.19	17.08	18.02
Class "A" Helper	15.10	15.93	16.81
Class "B" Helper	14.74	15.55	16.41
<b>MECHANIC</b>			
Lift Truck - Class "A"	18.93	19.97	21.07
<b>MACHINIST</b>			
Class "A"	18.93	19.97	21.07
Class "B"	16.58	17.49	18.45
Class "C"	16.19	17.08	18.02
"A" Helper	15.10	15.93	16.81
"E" Helper	14.74	15.55	16.41
<b>PIPEFITTER</b>			
Lead Hand	19.39	20.46	21.58
Class "A"	18.93	19.97	21.07
Class "B"	16.58	17.49	18.45
Class "C"	16.19	17.08	18.02
"A" Helper	15.10	15.93	16.81
"B" Helper	14.74	15.55	16.41
<b>WELDER</b>			
Class "A"	18.93	19.97	21.07
Class "B"	16.58	17.49	18.45

DEPARTMENT CLASSIFICATION	RATE PER HOUR		
	MAY 1 1990	MAY 1 1991	MAY 1 1992
<b>OILER</b>			
Oiler - 1 - 3 months	15.67	16.53	17.44
Oiler	16.11	17.00	17.93
<b>ELECTRICIAN</b>			
Supervisor (Relief)	20.17	21.28	22.45
Lead Hand	19.39	20.46	21.58
Class "A" +	19.59	20.67	21.80
Class "A "	18.93	19.97	21.07
Class "B"	16.58	17.49	18.45
Class "C"	16.19	17.08	18.02
"A" Helper	15.10	15.93	16.81
"B" Helper	14.74	15.55	16.41
<b>STEAM PLANT</b>			
CHIEF ENGINEER (Relief)	19.31	20.37	21.50
2nd Class Engineer	18.57	19.59	20.67
3rd Class Engineer	16.28	17.18	18.12
Compressor Operator in Charge	16.40	17.30	18.25
Compressor Operator	15.52	16.37	17.27
Helper "A" - Boiler House *	14.83	15.65	16.51
Helper "B" - Boiler House **	14.53	15.33	16.17
<b>LABORATORY</b>			
Supervisor (Relief)	16.91	17.84	18.82
Lab Technician	16.26	17.15	18.10
Lab Assistant	15.75	16.62	17.53
Senior Tester (Days)	15.52	16.37	17.27
Senior Tester	15.24	16.08	16.96
Tester 4	14.81	15.62	16.48
Tester 3	14.55	15.35	16.19
Tester 2	14.43	15.22	16.06
Tester 1	14.30	15.09	15.92

\* Helper - " A Boiler House - with 4th Class Certificate  
 \*Helper - "B" Boiler House - without 4th Class Certificate

**SHIFT DIFFERENTIAL**

May 1, 1991 - \* afternoon shift - .40 per hour  
 night shift - .60 per hour

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