

AGREEMENT

1993-1998

For Members of:

COMMUNICATIONS, ENERGY AND PAPERWORKERS'
UNION, CLC, LOCAL 212 & LOCAL 338

This is the property of:

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LABOUR AGREEMENT

DOMTAR INC., a corporation incorporated (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 SPECIALTY FINE PAPERS MILL, located at Cornwall, Ontario, hereinafter referred to as the Company, and the Communications, Energy and Paperworkers Union, C.L.C., Locals 212 & 338 acting jointly and severally hereinafter called the Union, agrees to a renewal of the Collective Agreement for a period of three years subject to Memorandum of Agreement executed at Kingston, Ontario, as of November 13, 1993. The terms and conditions of the Agreement, so amended, will remain in effect until April 30, 1998.

SECTION 1 - PURPOSE OF AGREEMENT

The general purpose of this agreement is in the mutual interest of employer and employees to provide for the operation of the plant of the Company under methods which will further to the fullest extent, the safety and welfare of the employees and economy of operations, quality and quantity of output, cleanliness of plant and protection of property. It is recognized by this agreement to be the duty of the Company and employee members of the signatory Unions to cooperate fully, individually, and collectively, for the advancement of said conditions.

The masculine gender is used in this agreement solely for the purpose of clarity and is to be interpreted to include both genders.

SECTION 2 - RECOGNITION

- a) The Company agrees to recognize the Communications, Energy and Paperworkers Union, Locals 212 and 338, affiliated with the Canadian Labour Congress, as the sole bargaining agencies representing all of its production and maintenance employees performing the jobs listed in the attached Wage Schedules, for the

purpose of Collective Bargaining, for those employees who are eligible for membership in the appropriate local at the Cornwall Mill of Domtar Specialty Fine Papers Division, in all matters pertaining to rates of pay, hours of work, working conditions and their general welfare within the sphere of Company affairs.

The Company will not be responsible for any question of jurisdiction as between the signatory Locals. The signatory Locals agree to settle between themselves all question of this character which may arise.

- b) Employees ineligible for membership in the Unions under terms of this Agreement include Managers, Superintendents; Office Employees, Facilitators, Engineering Department, Research Department, Gatemen and Watchmen, as well as salaried employees. These employees are considered part of the management of the plant under this Agreement.

Under normal conditions Facilitators shall not do work which is customarily performed by members of the bargaining units. This shall not apply when the Facilitators are engaged in:

- i) Training employees
- ii) Experimental or development work
- iii) Providing assistance which is required due to production difficulties, or doing work required in an emergency.

SECTION 3 - TERM OF AGREEMENT

- a) This agreement shall be in effect from May 1, 1993 to April 30, and year to year thereafter subject to termination by either party on any May 1st on written notice given sixty days prior to such May 1st. It is understood that any negotiated changes or alterations will have effect on May 1st.

- b) Either party desiring any change in this Agreement at the expiration of the same shall give the other party notice thirty days before the expiration of the Agreement. Otherwise, this Agreement will remain in force another year. There will be no suspension or stoppage of work in any section or division of the plant because of termination of this Agreement or failure of renewal, except with the approval of the parties signatory to this Agreement.
- c) No strikes, or walkouts, of the members of the signatory Unions, or lockouts shall occur during the term of this Agreement. Work shall not be interrupted because of any dispute or disagreement among local employees who are members of the signatory Unions, or between one of them and any third party. Work shall not be interrupted by the local members of the signatory Unions, because of any dispute or disagreement between persons, corporations, unions, or associations which are not signatory to this particular Agreement.
- d) The Company agrees not to employ contractors who have non-union employees, to work on contracts at the Cornwall Mill of Domtar Specialty Pine Papers, during the life of this Agreement.

SECTION 4 - MEMBERSHIP

- a) Any employee, eligible for membership in accordance with Section 2 of this Agreement who is now, or who should after this date become a member in either Local Union shall, as a condition of continued employment, maintain membership in good standing in the appropriate Local.

Except for non-payment of dues the application of this provision will be subject to the grievance procedure.
- b) New employees, including Summer replacements eligible for membership in one of the signatory Unions, shall as a condi-

tion of employment, join such Union after thirty (30) days and will serve a probationary period of ninety (90) days and after the first ninety (90) day period. the Union shall represent such employees in every capacity except for discharge and lay-off.

- c) The Unions shall make available to the Management monthly a list of members in arrears, showing to what extent arrears are owing. Suspension of employees for arrears is conditional on one week's notice of such arrears having been provided to the Company, in accordance with this paragraph.
- d) The Cornwall Mill of Domtar Specialty Fine Papers, through its Local Management will cooperate with the Local Unions in every legal and proper manner to assist in obtaining and retaining members.

SECTION 5 - DEDUCTION OF UNION DUES

- a) The Company agrees to deduct Union dues from the pay of those employees who have voluntarily signed a card authorizing the Company to do so. The Company and the signatory Unions agree that they will not coerce or intimidate or discriminate against any employee because he accepts or cancels or refuses to accept or cancel an authorization or termination of authorization card with respect to deduction of such dues.
- b) An employee may cancel his request for deduction of Union dues from his pay at any time upon written notice to take effect thirty (30) days from the pay day next following receipt of notice of cancellation by the Company.

SECTION 6 - WAGES

- a) The rates of pay as per the Wage Schedule and the Bonus System at present in force on the payroll as of May 1, 1993 and as amended according to the terms of the Memorandum of Agreement shall remain in

effect during the term of this Agreement.

Rates of pay for new jobs will be negoti-

When a new job involves a process, system or equipment of a type new to the mill or the department, every effort will be made to settle, by mutual discussion, the permanent rate to apply to the job within one month of the date at which the duties and responsibilities of the new position are definitely established. In all cases, a rate for the new job classification will be established within three (3) months of the date upon which it is first created.

- c) Adjustments, on the basis of changes in duties or responsibilities, except as provided in Section 6 b), will be submitted by the Union at the time such changes in duties or responsibilities occur.
- d) When as a result of an emergency or change in plans, no work is available for an employee previously instructed to report to work, the Company will make every reasonable effort to advise the employee that he should not report as scheduled.

In the event that in such circumstances an employee does not receive notice of the change, and reasonable effort has not been made to provide notice, at the option of the Company the employee will receive either three (3) hours pay or three (3) hours work for which he will be paid.

- e) Errors in pay will be adjusted the week following their detection. Company error in excess of ten percent (10%) of pay will be adjusted as quickly as possible in that work week.

In the Finishing Room, the Average Bonus Posting will be distributed weekly with the employee's pay cheque.

- f) When an employee is required to temporarily replace a regular Facilitator, the employee shall receive a minimum of

thirty-five cents (35¢) per hour over the highest classified rate paid the employees supervised, or his -classified-rate plus the differential, whichever is greater.

In the Finishing Room, the above shall including an employee's average bonus.

SECTION 7 - SHIFT DIFFERENTIAL

A shift differential shall be paid to shift workers for all work performed during the tour hours specified in Section 15(f) as follows:

Effective May 1, 1991 the shift differential will be 0-40¢-60¢.

No overtime premium will, in any case, be paid on the shift differential.

SECTION 8 - TERMINATION PAY

An employee. who has his employment terminated for reasons beyond his control, will be entitled to severance pay in an amount not less than provided in accordance with the Ontario Employment Standards Act, or the Domtar Industrial Conversion Plan, if applicable.

SECTION 9 - GRIEVANCE PROCEDURE

STEP 1: Any employee who feels he has a legitimate complaint or grievance will take the matter up with his Facilitator as soon as possible, or no later than thirty (30) days, after the occurrence of the facts giving rise to the grievance. The employee, if he so wishes, will be accompanied by his Shop Steward or other Local Union Representative. Failing settlement of the grievance within a twenty-four hour period, the grievance will be reduced to writing and referred to Step 2.

STEP 2: The written grievance shall be presented to the Superintendent of the Department concerned, who shall either settle the grievance within two (2) days or convene a panel, as set forth below, within a period of four

(4) days. A grievance panel shall consist of (up to four) members of the Union, one of which must be an Officer of the Union and (up to four) members of the Company, one of which should be the Superintendent of the department concerned.

Following a meeting of such panel, a decision in writing shall be handed down by the Superintendent within a further period of one (1) calendar week.

In cases of discharge or suspension, or other Union grievances, the grievance shall commence at the second stage of the Grievance Procedure.

STEP 3: In the event the grievance is not settled in Step 2 above, the Local Union, shall offer the matter to the National Union, who will, along with their Local Union, endeavour to affect a settlement with the Resident Manager of the Mill within sixty (60) days of the written response from the Union. Following the above meeting, an answer will be handed down by the Resident Manager within three (3) days.

Grievance Committee members shall be paid their straight time rate for time lost from their regular shift in connection with grievance hearings. This shall not include time lost as a result of Arbitration or any Third Party proceedings arising from complaints or grievances.

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. Such notice must be given within ninety (90) days following the issuance of the Third Step answer from the Resident Manager.
- b) Within ten 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 representa-

tive 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 representation 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.

SECTION 10 - GROUP INSURANCE PROVISIONS

- a) The following Group Insurance Plan shall be provided for all eligible employees.

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

The Company will pay 0% of the premium cost of benefits effective ver 1 . 1993 and any future increases in premium costs 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.

Effective May 1, 1996, the Company will pay 100% of Weekly Indemnity premiums in effect on that date.

Dental Plan, where employees shall pay any future increases in premium costs.

Effective May 1, 1996, the Company will pay 100% of Dental premiums in effect on that date.

- ii) O.H.I.P., any future increases in the O.H.I.P. premiums occurring during the term of this Agreement shall be absorbed by the Company.

Compulsory Participation and Waiting Period: Membership in the full Group Insurance Plan is compulsory for all full-time permanent employees after a three (3) month waiting period, except in the case of the Dental Plan, which requires a twelve (12) month waiting period for new employees.

Chances in Government Plans: If, during the life of this Agreement, Federal and/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.

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.

- b) Life Insurance:
All eligible employees shall be provided with Life Insurance coverage in the amount of thirty thousand dollars (\$30,000), effective first of the month following date of ratification.
- Effective May 1, 1996, all eligible employees shall be provided with Life Insurance coverage in the amount of thirty-five thousand dollars (\$35,000).
- c) Retiree Life Insurance:
Retiree Life Insurance of \$7,500 for all present and future retirees between the ages of 55 and 65 at no cost to the retiring employee.
- Retiree Life Insurance of \$5,000 to take effect immediately upon attaining age 65, at no cost to the retiring employee.
- d) Optional Life Insurance:
The Company will provide Dependent Life Insurance at employee cost on the following basis:
- i) Spouse - \$5,000.
The spouse's Life Insurance will be reduced to \$500 upon the employee's retirement and cancelled on his death.
 - ii) 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.

iii) It is understood that this benefit is voluntary.

- e) **Accidental Death & Dismemberment:**
All eligible employees shall be provided with Accidental Death and Dismemberment coverage in the amount of thirty thousand dollars (\$30,000), effective first of the month following date of ratification.

Effective May 1, 1996, all eligible employees shall be provided with Accidental Death and Dismemberment coverage in the amount of thirty-five thousand dollars (\$35,000).

- f) **Weekly Indemnity:**
All eligible employees shall be provided with Weekly Indemnity coverage of 70% of basic weekly earnings with a \$500 or the U.I.C. maximum, whichever is greater, payable from the first day of accident or hospitalisation, the fourth day of illness - such payments to be made for a maximum of 52 weeks.

Effective ~~May 1, 1995~~, the maximum Weekly Indemnity coverage will be increased to \$510 or the U.I.C. maximum, whichever is greater, for eligible employees actively at work on that date.

Effective May 1, 1996, the maximum Weekly Indemnity coverage will be increased to \$520 or the U.I.C. maximum, whichever is greater, for eligible employees actively at work on that date.

Effective May 1, 1997, the maximum Weekly Indemnity coverage will be increased to \$530 or the U.I.C. maximum, whichever is greater, for eligible employees actively at work on that date.

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. CPP benefits payable on behalf of the disabled employee's dependents are not to be offset against Weekly Indemnity benefits. 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.

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, he will be eligible for the improved benefit level on the date of his return to full time active employment. However, should he return to full time employment for less than 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.

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.

Definition of Hospitalization: First day of hospitalization includes the first day of inpatient hospitalisation, a minimum of twelve (12) hours of outpatient hospitalisation or when day surgery is performed under general anaesthetic.

g) Other Coverage Under the Group Insurance Plan

Major Medical:

The maximum benefit payable under the major medical plan will be \$20,000 less any benefits paid in the immediately preceding two (2) calendar years.

Deductibles: Single - \$25
 Family - \$25

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

Treatment by a provincially licensed chiropractor up to \$15 per visit and up to \$25 per disability for x-rays, subject to a maximum of \$300 per calendar year. NO benefits will be paid while the individual is entitled to similar benefits under any provincial health plan.

Treatment by a provincially licensed osteopath, naturopath, podiatrist, Christian Science Practitioner up to \$7.00 per treatment and up to \$25 per disability for x-rays but not more than 30 visits in any calendar year for each type of practitioner. However, no benefit will be paid for any charges in excess of \$7.00 per treatment and no benefit will be paid while the individual is entitled to similar benefits under any provincial health plan.

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 (effective first of the month following date of ratification, \$100.00), in any two consecutive calendar years.

Effective May 1, 1996, the total payment per family member in any two consecutive

calendar years will be increased to \$125.

- h) **Long Term Disability Plan:**
The L.T.D. Plan which shall be administered in accordance with the terms of the insurance policy.

Eligibility: 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.

Effective date of coverage: Eligibility for these benefits shall apply only to those employees who are actively at work on the effective date thereof or thirty (30) days after the employee has returned to work in respect of a recurrence of the same disability. An eligible employee absent from work due to lay-off at the effective date of the Plan shall be entitled to L.T.D. Plan benefits upon recall on reporting to work. The Company shall have the right to give medical examinations to employees returning from such lay-off to determine their eligibility under the Plan.

Qualifying Period: After 52 consecutive weeks of Weekly Indemnity entitlement which, for disabilities occurring during lay-off or strikes, shall commence at the termination of the lay-off or strike.

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 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 every occupation in the mill for which he is reasonably fitted by education, training or experience.

Amount of Benefit: 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.

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.

Effective May 1, 1996, benefits are 55% of the rate defined in the preceding paragraphs, for all eligible employees actively at work on that date.

The maximum monthly benefit is \$1800 for an employee who commences weekly indemnity on or after February 1, 1988.

Effective May 1, 1994, the maximum monthly benefit is \$2,100 for employees actively at work on that date.

E f f e c t i v e May 1, 1996, the maximum monthly benefit is \$2,200 for employees actively at work on that date.

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.

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

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 him, based on his regular classified rate as of the date disability commenced.

Although accruing pension benefits, no death or termination benefits will accrue during this period, except with respect to interest on employee contributions made prior to date of disability.

Other Benefits while on L.T.D.: 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.

Instalment life benefits will be paid if an employee under age 65 continues to be totally disabled and 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 \$5,000 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 \$5,000 coverage will be continued as a retiree life insurance benefit.

Accidental Death & Dismemberment will not be maintained while receiving L.T.D. benefits.

Health insurance coverage will be maintained in accordance with the conditions applying under the collective agreement.

The present provisions with respect to disability pension payments is amended so that they will only become payable if the employee qualifies for such payment after expiry of his L.T.D. benefit period.

Exclusions: Benefits under L.T.D. Plan will not be payable for claims resulting from self-inflicted injury, war, or riot.

Explanatory Notes on Administration of Long Term Disability Plan

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

Amount of Benefit: The amount of benefit shall not be reduced by Disability Pension payments under War Veterans or Workers' Compensation legislation if the disability is unrelated.

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

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.

i)

DENTAL PLAN

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.

Effective first of the month following date of ratification, the Dental Plan to provide payment based on the 1992 Ontario Dental Association (ODA) Schedule of Dental Fees.

Effective May 1, 1994, payment Will be based on the 1993 Ontario Dental Association's (ODA) Schedule of Dental Fees.

Effective May 1, 1995, payment will be based on the 1994 Ontario Dental Association's (ODA) Schedule of Dental Fees.

Effective May 1, 1996, payment will be based on the 1995 Ontario Dental Association's (ODA) Schedule of Dental Fees.

Effective May 1, 1997, payment will be based on the 1996 Ontario Dental Association's (ODA) Schedule of Dental Fees.

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 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 (90) days from the date of lay-off.

Co-ordination 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 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.

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 premiums savings shall accrue to the Company.

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.

Module I

Basic Coverage

No Deductible

Percentage payable = 80%

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

- i) Examinations and consultations
- ii) Roentgenology and pathological reports as required by the attending dentist
- iii) Full mouth x-rays not more often than once every 24-month period
- iv) Bite-wing x-rays once every 6 months

Preventive Therapy:

- i) 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.
- ii) Topical anticariogenic 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.
- iii) Space maintainers when placed primarily to maintain space and not for orthodontic purposes, and provision of habit breaking appliances.
- iv) 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

Major Restorative
No-Deductible
Percentage Payable = 50%

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

The creation of an appliance (fixed bridge-work, removable partial or complete dentures).

The replacement of an existing appliance (fixed bridge-work, removable partial or complete dentures) only under the circumstances set out below:

- i) If the existing appliance is at least 3 years old and cannot be made serviceable.
- ii) 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.
- iii) If necessitated by the extraction of an additional natural tooth while insured under this Policy.

Services of a licensed Denturist when practising within the scope of his licence.

Module III

Orthodontics
No Deductible
50% Percent payable, \$1,000 maximum

lifetime benefit per individual.

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

SECTION 11 - PENSION PLAN

Effective January 1, 1994, the Company Pension Plan is mandatory for all new employees in accordance with the terms and conditions of said plan. The Pension Plan forms part of the Agreement and will be administered in accordance with the terms of the Plan.

SECTION 12 - JOB ASSIGNMENTS AND TRANSFERS

- a) The Company may adjust any of their crews due to change of process, equipment or job requirement, but prior to such change the matter must be discussed with the local Unions.
- b) Employees may be temporarily assigned work other than their regular work. When an employee is temporarily required to do work other than that at which he is regularly employed, the regular rate of the temporary occupation shall apply. However, if the regular rate of the temporary occupation should be less, the employee's regular rate (plus average bonus) shall apply unless his regular job is not available, or the temporary transfer is at his own request, in which case, the lower rate shall apply.
- c) When an employee, who is regularly employed on a bonus earning job, is temporarily assigned, for a full day or more, to a job not carrying a bonus, the hours worked on the temporary job shall not be used in the calculation of average bonus.
- d) Trades Flexibility
Mutual Assistance - Day Workers
Trades 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 trades will receive an adjustment of:

Trades Cl A & above	- \$0.50 per hour
Trades Cl B	\$0.25 per hour
Trades Cl C	\$0.15 per hour

Trades on Shift

A Trades 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 trades on shift.

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

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

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.

Past Agreements

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

Painters, Oilers and Utility Maintenance

Trades flexibility and mutual help do not apply.

SECTION 13 - SCHEDULE OF OPERATIONS

- a) The Unions recognize the right of the

Company to operate any or all operations on a seven (7) day basis, with the exception of those days excluded in the terms of the Collective Agreement.

- b) The Company will not schedule operations of any production units on Easter Sunday except by agreement with the appropriate Union.
- c) Emergency Shutdown - during normal clean-up, clothing changes and emergency shutdowns of 16 hours or less (including the shift in which the breakdown occurs and the one shift following) operating crews will be provided with work and will be paid at the rate of their regular occupation, and will be expected to do the work assigned.

SECTION 14 - SCHEDULE OF HOURS

- a) Hours of employment for all workers shall not normally exceed 40 hours per week.
- b) It is recognised that the adoption of the (40) hour work week to reduce the hours of individual employees shall not have the effect of reducing presently established operating schedules. Where temporary work schedules are adopted for the convenience of employees, such as in the Finishing Room, such schedules may be revised to provide for full time operations without necessitating overtime premiums where, in the opinion of the Company, six (6) day operations are necessary.

SECTION 15 - RULES FOR DAY AND TOUR WORKERS

- a) Hours of regular employment for all workers will be scheduled in each department on a weekly basis.
- b) It is the duty of each employee to report for his regular shift/day unless he has prior approval from his Facilitator to be absent.

If an employee is prevented from reporting for his regular shift/day, he must notify the Security Guard at the Main Gate at least four (4) hours before his shift/day commences and as promptly as possible in the case of day workers.

- c) After an employee has been absent from work without prior approval, even for one shift/day, he must report to his Facilitator at least four (4) hours prior to the beginning of his shift/day that he intends to return.
- d) Employees late for work may commence work only with the permission of his Facilitator.
- e) Hours of work for tour workers shall normally be:
 - Shift A - 7:00 a.m. to 3:00 p.m.
 - Shift B - 3:00 p.m. to 11:00 p.m.
 - Shift C - 11:00 p.m. to 7:00 a.m.

Shift relief will not be earlier than thirty (30) minutes before the start of each shift. Exceptions must be authorized by the Facilitator.
- f) Each shift shall rotate in sequence weekly unless changed by agreement. Employees are not to change shift without permission from their Facilitator.
- g) When a shift begins, each tour worker is required to be at his place of work. At the end of a shift, no tour worker is to leave his place of work to wash up and dress until his mate has changed his clothes and reported to take on the responsibility of the job. If a tour worker does not report for his shift, his mate shall notify the Facilitator. He shall remain at his job for a period up to two (2) hours, during which time his Facilitator shall make every reasonable effort to provide relief. In the event a relief employee cannot be found, the tour worker shall remain at his job until relieved up to a maximum of sixteen (16) hours.
- h) Employees on other than a seven (7) day

continuous operations will remain on their jobs until three (3) minutes prior to the designated stopping time of the last shift.

SECTION 16 - STARTING AND STOPPING TIME OF DAY WORKERS

- a) Day workers shall be in their respective working places ready to begin work before the designated time. The machinery must be started immediately and not stopped until three (3) minutes before the designated stopping time.
- b) Day workers must not be absent from their work except by permission granted them by their Superintendent or Facilitator, except under circumstances beyond their control. They must obtain permission from their Superintendent or Facilitator in the event of wishing to change to some other job.
- c) A rest period of fifteen (15) minutes shall be allowed day workers during the forenoon as arranged in each department or by the Facilitator. This rest period shall normally be taken from 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.
- d) A paid lunch period of thirty (30) minutes shall be allowed day workers as arranged in each department or by the facilitator. 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 period he is given equivalent time. Overtime and call-in pay do not apply in the preceding case.

- e) The hours of work of day workers shall be 7:30 a.m. to 3:30 p.m. during which time workers are not to leave company premises.

SECTION 17 - OVERTIME FOR DAY WORKERS

- a) When a day worker has an unfinished task at the end of the day's work, if authorized, he shall continue this work and shall receive pay at the rate of time and one-half, with a minimum of one-half hour overtime pay.
- b) For all hours worked outside the regular starting or stopping time, he will be paid at the rate of time and one-half.
- c) A day worker transferred to shift work will be paid overtime rates only when he works in excess of 40 hours in the week.

SECTION 18 - OVERTIME FOR TOUR WORKERS

- a) A tour worker, who has been relieved by his mate, who remains after his shift to do additional work or to do another man's work, shall receive pay at the rate of time and one-half, according to the provision of section 19.
- b) Tour workers will be paid time and one-half after completing their regular shift, 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 shift required by the normal scheduling of mill operations.
 - ii) By arrangements between a tour worker and his mate to exchange shifts in whole or in part.
 - iii) When required to replace an employee for tardiness, up to two hours; the Company and the Union agree to cooperate actively to forestall possible abuse of this provision. Verified cases of abuse will result in disciplinary action.

SECTION 19 - OVERTIME

- a) Overtime will be paid for work scheduled

outside the regular work period in excess of forty (40) straight time hours.

- b) If the Company changes the regular work week schedule of an employee in a week in which a Mill holiday falls, the eight (8) hours of the holiday shall be deemed to be hours worked for the purpose only of computing overtime in that week. The Mechanical and Electrical Departments are excepted from the effect of this subsection.
- c) When an employee wishes to change his scheduled or designated day or days off within a given work week, with the agreement of his mate, he will notify his Facilitator at least twenty-four (24) hours in advance, and if such change is mutually agreed upon by the employee and his Facilitator, then the employee will work for straight time rates on the day or days originally scheduled as his scheduled or recognised day or days off within that work week. On the other hand, if he is required to work on the alternate days mutually agreed upon as his days off within that work week, he shall be paid at the overtime rate.
- d) In the event of an employee being required to work on his scheduled or designated day or days off within a given work week, he will be paid at straight time rates, provided he has been given at least twenty-four (24) hours advance notice and assigned another day or days off within that work week, as mutually agreed upon, for which he will be paid at the overtime rate if required to work on such days.
- e) 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 meal up to the value of \$6.00. An additional meal shall be provided for each five (5) hour period worked thereafter.

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An employee called in to work, and not previously notified, who works more than

three (3) hours will be provided with a meal. An additional meal shall be provided for each five (5) hour period worked thereafter.

SECTION 20 - CALL-INS

- a) When an employee is required to return to work after having completed his regular shift he shall be paid time and one-half for hours worked, or shall be paid a minimum of four (4) hours at his regular straight time pay, whichever is the greater. If an employee is scheduled to start before the commencement of his normal hours of work, he shall be paid time and one-half for such hours.
- b) A day worker who is called in prior to 2:30 a.m. for emergency work which is not completed at the regular starting time for day workers shall normally be allowed to leave the job at that time; however, if the employee elects to continue working, he shall revert to straight time rates commencing at the regular starting time for day workers. In the event that the employee's Facilitator decides it is essential for the man to continue working after this hour, either on the emergency work or on his regular job, and so advises the employee, time and one-half rates will be paid until in the opinion of the Facilitator the man may leave the job and go home.
- c) When an employee is called in on his day of rest without previous notification, he shall be paid time and one-half, or a minimum of four (4) hours.

SECTION 21- SUNDAY WORK

All employees will be paid at the rate of time and one-half for work performed between the hours of 7:00 a.m. Sunday and 7:00 a.m. Monday. Hours worked in excess of eight (8) on Sunday shall be paid at the rate of double time. Day workers who work six (6) hours or more on Sunday shall be entitled to take one (1) day off

during the week without pay to be mutually arranged between the employee and his Facilitator.

SECTION 22 - CHANGES OF WIRES AND CLOTHING

- a) Employees on shift at time of wire and clothing change will receive straight time pay during their regular working hours.

If an employee is required to work beyond his regular shift on wire or clothing changes, he shall receive the rate of time and one-half for the time worked beyond his regular shift.

- b) Employees called in for the changing of wires and clothing shall receive six (6) hours of pay or time and one-half, whichever is greater.
- c) Employees called in one (1) hour or less before their regular starting time will receive time and one-half for the period before their regular starting time, for wire and clothing changes.
- d) If employees are called into the mill to change wires or felts, and the job is not completed at the beginning of the employee's regular work day, he will receive six (6) hours pay for the time worked prior to his regular work day, providing he is called in more than one (1) hour in advance of his regular shift.
- e) If four workers commence to make a change before their shift begins or continues such work after the shift ends, they shall receive time and one-half for the extra time worked, provided they are required to do so by their Superintendent or Facilitator. Employees must come in for these jobs when notified or provide a reasonable excuse for not reporting for duty.
- f) In the event an employee is called in to put a wire on one machine, and he is

further required, on the same call, to put a wire on another machine, he shall receive pay on the basis of two (2) calls, under Paragraph (b).

SECTION 23 - MILL HOLIDAYS

- a) The Mill Holidays are:
- Canada Day: Twenty-four hour shut-down ,
from 7:00-a.m. the-day of the holiday to
7:00 a.m. the day following the holiday.
- Civic Holiday: Twenty-four hour shut-down
from 7:00 a.m. the day of the holiday to
7:00 a.m. the day following the holiday. I
- Labour Day: Twenty-four hour shut-down
from 7:00 a.m. the day of the holiday to
7:00 a.m. the day following the holiday. I
- Christmas Day: Forty hour shut-down from
3:00 p.m. the day preceding the holiday
to 7:00 a.m. the day following the
holiday. 2
- New Year's Day: Forty hour shut-down from
3:00 p.m. the day preceding the holiday
to 7:00 a.m. the day following the
holiday.
- Easter Monday: Twenty-four hour shut-down
from 7:00 a.m. the day of the holiday to
7:00 a.m. the day following the holiday. I
- b) These periods are to be regular holidays
and only under exceptional circumstances
will any work be done on mill holidays.
These shutdown periods do not apply to
the Boiler House and Kraft Recovery
Plant, which must necessarily operate, as
is customary on all days. If exceptional
circumstances arise whereby work neces-
sary to production must be done, it is
understood that the employee will cooper-
ate in completing the work of repairs
necessary, which would be mutually
arranged and kept to a minimum.
- c) In addition to maintenance work required
by a total mill shut-down, other maint-
enance work must be performed on mill

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 shut-down, except for last minute emergencies.

- d) On the day before the holiday, production workers shall have all work completed and be out of the mill at the commencement of the shut-down period.
- e) As per Section 13 b), Easter Sunday is a non-operating day.
- f) Mill Operation during Mill Holidays and Easter Sunday
Notwithstanding the provisions of the Collective Agreement, the Company reserves the right to keep its mill in operation during the Mill holidays of Canada Day and Easter Monday, and the non-operating day of Easter Sunday. The Company advises the Union thirty (30) days in advance of its intention to do so.
- i) When the Mill is operating during a Mill holiday or the non-operating day of Easter Sunday, work crews are kept to a minimum, as for a regular Sunday operation.
- ii) An employee who works on the Mill holiday of Canada Day or Easter Monday or the non-operating day of Easter Sunday is paid as follows:
- Mill holiday is paid according to Section 24;
 - hours worked are paid at double time;
 - for each hour worked an additional payment of one (1) hour at the rate paid for the job performed.
- iii) An employee who works at least a complete shift during the twenty-four (24) hours of a Mill holiday or the non-operating day of Easter Sun-

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day may take a compensating holiday without pay (one per mill holiday) within the same calendar year at a date approved by his Facilitator.

- iv) Employees required by the Company to work on such Mill holidays or the non-operating day of Easter Sunday, will be scheduled by following the regular weekly work schedule.

Scheduled employees wishing to be excused from working a Mill holiday or the non-operating day of Easter Sunday, will apply in writing to their Facilitator 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.

- v) The preceding provisions apply only while the Mill is operating during a mill holiday or the non-operating

day of Easter Sunday.

- vi) The present practice where the Starch Size Maker commences work early in preparation for the start-up shall be maintained. Furthermore, the present practice where employees come in on a voluntary basis for start-up shall be maintained.
- vii) This agreement does not apply to employees who must perform regular work during Mill holidays or the non-operating day of Easter Sunday when the mill is not in operation.

SECTION 24 - PAY FOR MILL HOLIDAYS

- a) All employees will receive twelve (12) hours pay for each holiday except Christmas Day and New Year's Day, where employees will receive sixteen (16) hours pay. Pay will be calculated on the basis of the employee's classified 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 either of his scheduled work days immediately preceding or immediately following the holiday.
- b) New employees will be eligible for holiday pay after thirty (30) days continuous employment.
- c) Employees who work on these days shall receive double time for the hours worked.
- d) Employees on regular vacation during a week in which a mill holiday falls, or who works on the mill holiday, will have the option of having a day off with pay within the current contract year (Easter Monday, before the end of the following contract year) or having the holiday pay added to his regular vacation pay or pay for that week.
 - i) If the employee elects to have his holiday pay in conjunction with his vacation pay or pay for that week,

he must advise management no later than ten (10) days prior to the commencement of the vacation period or for those who work the holiday, not later than Friday of the week in which the holiday falls..

- ii) If the employee elects to take a day off with pay, he must give at least seven (7) days written notice to his Facilitator on the forms provided. An answer to the request must be given not later than five (5) days prior to the day requested. Should the efficiency of operations be interfered with, an alternate day will be mutually agreed upon between the employee and his Facilitator.

- f) Any employee who has been laid off will be entitled to be paid for the Mill holiday following his lay-off, provided that he has worked some time during the thirty (30) days prior to the holiday.

Employees on official leave of absence requested by the employee, or laid off for disciplinary purposes, will not be eligible for holiday pay.

- g) Employees on leave of absence due to approved sickness or accident shall be entitled to the holiday pay for the first holiday occurring after going on leave of absence. However, the Christmas and New Year's holidays shall be considered as one holiday for those employees whose absence extends over both holidays.

SECTION 25 - FLOATING HOLIDAYS

- a) As of May 1st, or upon completion of ninety (90) days of continuous service in the case of new employees, each employee will be entitled to ~~two (2) holidays~~ with eight (8) hours pay at his Classified rate.
- b) The floating holiday will be taken at a time arranged by the employee with his Facilitator during the period from the January 1st prior to the eligibility date

of May 1st, up to April 30th of the following year.

- c) The floating holidays may be taken separately or in conjunction with long weekends or vacations.
- d) The floating holidays must be taken on a day the employee would otherwise be scheduled to work, and will not be paid for unless he actually takes time off, except in the case of Summer Students who will receive their floating holiday pay on termination.
- e) At least seven (7) days written notice must be given (not to apply in case of emergency) to the employee's Facilitator on the forms provided. An answer to the request must be given not later than five (5) days prior to the day requested as a floating holiday. Should the efficiency of operations be interfered with, an alternate day will be mutually agreed upon between the employee and his Facilitator at that particular time.

In the event no mutual date can be agreed upon, the employee shall re-submit his original request to the Labour relations Department immediately.

- f) The Company shall post all floating holidays which are left by January 1 of each year. Floating holidays not taken or scheduled by March 1 of any year shall be scheduled by the Company.

SECTION 26 - BEREAVEMENT LEAVE

- a) 63A 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 deceased member of the employee's immediate family. For this clause, immediate family is defined as spouse and child (including adopted, foster and step-child).
- b) Up to three (3) days compassionate leave with pay will be granted to an employee

losing time from regular work to attend the funeral of a deceased member of his immediate family. For this clause, immediate family is defined as father, father-in-law, step-father, mother, mother-in-law, step-mother, brother, sister, grandparent, step-brother, step-sister and grandchild.

- c) In cases requiring extensive travel, the day following the funeral shall be considered for Bereavement Leave.
- d) Employees will be eligible for Bereavement Leave with pay after thirty (30) days of continuous employment.
- e) In the event that burial is held at a later date, one (1) of the days referred to in paragraph one (1) and two (2) of this section may be taken on the date of the burial, subject to all applicable conditions of this section.

SECTION 27 -PAY FOR JURY DUTY

An employee who serves as a juror as a ~~Crown~~ Witness on his scheduled working day shall be paid the difference between the pay received for such jury duty and his scheduled hours times the straight time rate he otherwise would have received.

To be eligible, an employee must have at least ninety (90) days of continuous service.

SECTION 28 - VACATIONS

- a) Eligibility
Employees are entitled to vacation with pay as follows:
 - i) An employee hired between October 1st and September 30th shall be granted one (1) day of vacation for each complete calendar month of service prior to September 30th up to a maximum of two (2) weeks.
 - ii) An employee who has completed one (1) year of continuous service as of September 30th, shall be entitled to two (2) weeks of annual vacation

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with pay.

- iii) An employee who has completed four (4) years of continuous service as of September 30th, shall be entitled to three (3) weeks of annual vacation with pay.
- iv) An employee who has completed nine (9) years of continuous service as of September 30th, shall be entitled to four (4) weeks of annual vacation with pay.
- v) An employee who has completed twenty (20) years of continuous service as of September 30th, shall be entitled to five (5) weeks of annual vacation with pay.
- vi) An employee who has completed twenty five (25) years of continuous service as of September 30th, shall be entitled to six (6) weeks of annual vacation with pay.
- vii) An employee who has completed thirty (30) years of continuous service as of September 30th, shall be entitled to seven (7) weeks of annual vacation with pay.

b) Vacation Year

The vacation year is May 1st to April 30th. Employees may advance their vacation entitlement to the January 1st prior to the eligibility date of May 1st. Vacation entitlement is based on company service as of the next September 30th.

b) Supplementary Vacations

- i) An employee who shall have completed twenty-five (25) years of service 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
- 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

- ii) No right to payment 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.
- c) Time Vacations may be taken
 - i) Vacation in excess of two (2) weeks to which an employee may be entitled shall not be taken during the period May 1st, to September 30th, except by special permission of his Superintendent.
 - ii) The time at which vacations will be taken shall be arranged mutually between the Union and the Company.
 - iii) Mill seniority will apply in the selection of vacation dates, subject to Departmental rules.
 - iv) If it is found necessary to shut down any of the Company's mills or departments, the employees involved will be expected to take their annual vacation at the that time.
 - d) Pay for Vacations
 - i) An employee hired between October 1st and September 30th, inclusive, shall receive 4.8% of his gross earnings from date of employment to April 30th.
 - ii) Employees eligible for one (1) or more weeks of vacation shall receive vacation pay based on 2.4% of their previous annual earnings, or forty (40) times their classified job rate, whichever is greater for each week of vacation entitlement.

An employee shall receive an additional four (4) hours pay at his regular rate for each week of vacation entitlement taken during the period January 1st., to April 30th.
 - iii) Where the hourly rate is used to calculate vacation pay for employees working regularly on jobs carrying a production bonus, the average bonus for the previous quarter of the year shall be included.

- iv) Time lost as a result of an occupational injury for which Workers' Compensation is paid, shall be considered as time worked for determining vacation entitlement upon the employee returning to full time active employment.

It is understood and agreed that any problems involving employees on Workers' Compensation will be dealt with at the time that the problem becomes evident.

- v) Forty hours of vacation pay is guaranteed for each week of vacation entitlement provided the employee has worked some time during the previous qualifying period, May 1st, to April 30th, and has been granted a leave of absence by the Company for the period of absence.
- f) **Termination of Employment**
An employee leaving the employ of the Company for any reason, including retirement, shall be granted vacation pay for vacations earned but not yet taken plus the following:

Discharge for Cause: As stipulated by Provincial Legislation.

Other Terminations: 2.4% of total earnings from the last April 30th to the date of termination multiplied by the number of weeks he would otherwise be entitled to.

SECTION 29 - PROMOTIONS AND DEMOTIONS

- a) An employee who is promoted to a higher paid job shall be paid the full rate of pay for the job to which he is promoted. An employee assigned to a job other than his regular job classification for training shall receive his regular rate during his training period if he is not acting as a replacement.

An employee assigned to fill a permanent

job vacancy will be classified to the new job within thirty (30) days, if satisfactory.

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b) When permanent vacancies occur in the bottom of a line of progression, or new jobs, or other vacancies, such positions shall be posted on the bulletin boards for at least fourteen (14) calendar days.

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Departmental seniority shall be given preference in considering all applications for such vacancies coming open in each department.

Where departments have to go to millwide postings, mill seniority shall be given preference in considering all applications. Copies of such notices shall be given to the appropriate Union Local.

- c) 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 signatory union, if, as and when made.
- d) Whenever possible, in the judgement of management, a man 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.
- e) An employee who refuses a promotion in a line of progression shall be considered junior to all employees who by-pass 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.
- f) No member of the Spare Crew shall have job seniority or departmental seniority. Spare Crew shall not be able to apply for vacant positions on a department posting, but will be able to apply for millwide postings.

SECTION 30 - SENIORITY

- a) For the purpose of this Agreement, seniority is defined as follows:
- i) Mill seniority is the period of continuous service in the mill from the date of hiring or from the date of re-hiring subsequent to any break in service;
 - ii) Departmental seniority is the period of continuous service in a recognised department of the mill;
 - iii) Job seniority is the period of continuous service on a classified job in the mill.
- b) In the cases of promotions to positions within the jurisdiction of the Local, the oldest permanent employee in point of service in the department, among employees of equal efficiency and ability, if qualified, shall be given preference. If, within a trial period of ninety (90) days, except in the case of Mechanical and Electrical Trades Helpers, where the period will be one hundred and eighty (180) days, such employee is found inefficient in the opinion of Management in such promotion, or if the employee wishes and the Company agrees the reasons are good and sufficient, he then shall be returned to his former position.
- Seniority for the purpose of promotions normally will be department. In cases where a recognised chain of promotion exists, job seniority shall govern.
- c) An employee will lose all seniority and his employee status with the Company if such employee:
- i) voluntarily leaves the service of the Company;
 - ii) is discharged for cause;
 - iii) has been laid off and his recall rights have expired;
 - iv) fails to report within two (2) weeks' time when recalled from lay-off;
 - v) reaches his normal retirement date, whether or not he is a member of the Pension Plan.

Seniority shall not be broken by leaves of absence for sickness, accident or Maternity Leave.

- d) Employees promoted to jobs outside the bargaining unit will continue to accumulate seniority for a period of ninety (90) days with the right, during this period, to return to their former jobs. During this ninety (90) day period, employees will continue to pay union dues. Following this period of ninety (90) days and up to one (1) year, the employee can be returned to the bargaining unit and if so will retain the mill seniority while in the bargaining unit. Following this one (1) year period, the employee may also be returned to the bargaining unit as the most junior employee, waiving the probationary period, and retaining company seniority for service-related benefits only.
- e) Permanent lay-offs will be on a mill seniority basis, the last man in the mill being the first man out, except:
 - i) Where a junior employee is retained temporarily to train a more senior employee.
 - ii) In the Maintenance Departments and Steam Plant Department in the categories of Journeyman Class "C" and above, including apprentices in their third year of training, and Steam Plant crews and their relief on jobs requiring tickets. When reduction in these departments becomes necessary, departmental seniority will apply, modified to ensure the required balance of trades. Employees displaced on the basis of departmental seniority may exercise their mill seniority.
 - iii) An employee who is displaced by a reduction of work in a department for seven (7) days or less will have his seniority applied first on a department basis and secondly, on a mill basis. The displaced employee will be assigned to a job in the department or in the mill held by a junior employee which he can perform

without training and a junior employee will be laid off. If a displaced employee is laid off out of seniority and becomes subject to another lay-off within ninety (90) days from the termination of his first lay-off, this lay-off shall be governed by the training reference in sub-section (d) below.

- iv) An employee who is displaced by a temporary reduction in work of from eight (8) to thirty (30) days duration will have his seniority applied first on a department basis and secondly, on a mill basis; the displaced employee will be assigned to a job in the department or the mill, held by a junior employee, which he can perform without training or with training of five (5) days or less, and a junior employee will be laid off.
- f) An employee who is laid off for lack of work and taken off the payroll will be placed on a Recall List for a period equal to his service or a period of two (2) years, whichever is lesser. Laid-off; employees shall be recalled to jobs the reverse order of their lay-off.

SECTION 31- INDIVIDUAL RESPONSIBILITY

- a) It is to be definitely understood that everything around the Mill and in it shall be kept neat and in good order, and each employee will be held responsible for the area in which he is working being kept clean in a condition satisfactory to the Management, and will cooperate in maintaining cleanliness and good order throughout the Mill.
- b) It is the duty of all employees to remain on the job at all times and to conform to departmental rules with respect to wash-up time, shift change, lunch and/or rest periods, and to obtain permission to leave the work area for any purpose.
- c) In the event of a shutdown arising from

any cause, employees will remain on the job unless excused or assigned other work by their Supervisor.

In the event of a fire or accident, no employee other than those required in the area in line of duty will leave their regular work or work area.

SECTION 32 - AUTOMATION AND/OR TECHNOLOGICAL CHANGE

- a) A Joint Committee on Automation and/or Technological Change will be established consisting of eight (8) persons, four (4) selected by Management and four (4) (on the basis of two (2) from each of the Union Locals) selected by the Union.

Matters involving only one of the two Union Locals will be dealt with by a sub-committee consisting of two (2) Management Representatives and two (2) Union Representatives from the Union Local involved.

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.

- b) The Joint Committee, among other things, will consider early retirement, 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.
- c) Prior to the introduction of automation and/or technological change which is likely to be of a permanent nature, and which will result in lay-off, or which may materially affect the employment status of the employees, the Company will ~~advise the Joint Committee~~ as far in advance as possible, but in no case less

than sixty (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.

- d) Should the introduction of changes resulting from automation and/or technological change result in material alteration in the job content and/or skill, a new rate will 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 fulfil the changed requirement of the job.
- e) 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.
- f) An employee who is permanently set back to a lower paid job because of automation and/or technological change, shall maintain the rate of his permanent job at the time of the setback for a period of six (6) months and, for a further period of six (6) months; he shall be paid an adjusted rate which will be midway between the rate of his permanent job at the time of the set-back, and the rate of his new permanent job. At the end of this twelve (12) month period, the rate of this new permanent job shall apply.
- a1 In the event a job is eliminated by automation and/or technological change; or job elimination, and the job is re-introduced within one (1) year, or, vacancy occurs in the line of progression within one (1) year, the incumbent who lost the job or, was removed from the line of progression, will have first option to return to said job or, line of

progression, providing he has not posted for and been accepted for another job.

SECTION 33 - LEAVE OF ABSENCE

An employee who is elected to the Federal or Provincial Legislature shall be granted a Leave of Absence, without pay, for his term of office. Upon ceasing to be an elected representative, he shall be entitled to a job in the Mill in accordance with his seniority accumulated as of the date he left the mill, and his skills and abilities at the time of his return to the mill, provided that he returned to work within thirty (30) days following the date he has ceased to be an elected representative.

SECTION 34- NON-DISCRIMINATION

Federal and Provincial Legislation deals 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 35 - DOMTAR INDUSTRIAL CONVERSION PLAN

The Domtar Industrial Conversion Plan (D.I.C.P.) is designed to assist employees displaced permanently from a plant or mill as a direct result of industrial conversion, and Locals 212 and 338 of the Communications, Energy and Paperworkers Union are participating locals.

IN WITNESS THEREOF the parties hereto have caused this Agreement to be signed by their duly authorized representatives this ____ day of _____, 1993.

DOMTAR INC.,
DOMTAR SPECIALTY
FINE PAPERS
CORNWALL MILL

COMMUNICATIONS, ENERGY &
PAPERWORKERS UNION, CLC
LOCAL 212 & LOCAL 338

Mike Edwards
Resident Manager

Denis Guenette
Representative

Mike Boudreault
Manager Emp. Relations

Doug Samis
President, Local 212

Joan Gaudreau
Supt. Empl. Relations

Ron Jarvo
President, Local 338

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LOCATION and JOB -----	JCP CL	Rate per Hour		
		May 1 1993	May 1 1994	May 1 1995
DRUM BARKING WOOD HANDLER	03	16.90	17.07	17.33
WOODROOM WOODROOM PANEL OP.	10	18.26	18.44	18.72
SCREEN ROOM OP.	04	17.07	17.24	17.50
KNIFE GRINDING KNIFE GRINDER WOODROOM	05	17.25	17.42	17.68
RECOVERY/RECAUSTIZING RECAUSTICIZING OP.	10	18.26	18.44	18.72
LIQUOR BURNER K.M.	16	19.68	19.88	20.18
RECAUSTICIZING HELPER	09	18.04	18.22	18.49
LIQUOR BURNER HELPER K.M.	05	17.25	17.42	17.68
KRAFT GENERAL LABOURER K.M.	01	16.56	16.73	16.98
KRAFT BLEACHED COOK K.M.	20	20.77	20.98	21.29
BLEACHER OPERATOR	15	19.44	19.63	19.93
BROWN STOCK WASHER K.M.	11	18.49	18.67	18.96
BLEACHER HELPER K.M.	07	17.64	17.82	18.08
COOK 1ST HELPER K.M.	06	17.44	17.61	17.88
COOK 2ND HELPER K.M.	03	16.90	17.07	17.33
* 2 UTILITY K.M.	02	16.72	16.89	17.14
C.R.B.C. CRBC TRUCK OP. DAYS	05	17.25	17.42	17.68
CRBC OPERATOR 1 (TRUCKS)		17.75	17.93	18.20
CRBC OPERATOR 2 (FIELD)		18.65	18.84	19.12

LOCATION and JOB	JCP CL	Rate per Hour		
		May 1 1993	May 1 1994	May 1 1995
CRBC OPERATOR 3 (PANEL)		20.49	20.69	21.01
PULP DRYING TRUCK OPERATOR K.M.	05	17.25	17.42	17.68
PAPER MILL SERVICES SERVICE CREW HAND	03	16.90	17.07	17.33
CLOTHING ASSISTANT	17	19.96	20.16	20.46
SERVICE CREW LEAD HAND	09	18.04	18.22	18.49
CLOTHING PERSON	17	19.96	20.16	20.46
CORE PERSON	05	17.25	17.42	17.68
ASSISTANT CORE PERSON	03	16.90	17.07	17.33
CLAY MIXER	02	16.72	16.89	17.14
LABOURER P.M. SERVICES	01	16.56	16.73	16.98
STOCK PREPARATION BEATER ENGINEER	23	21.63	21.85	22.17
COLOUR ASSISTANT 6&7	13	18.95	19.14	19.43
PULPER OPERATOR	05	17.25	17.42	17.68
PANEL BOARD OPERATOR	11	18.49	18.67	18.96
STARCH SIZE MAKER	08	17.84	18.02	18.29
LABOURER SPD	01	16.56	16.73	16.98
STOCK PREPARATION A COLOURER	14	19.19	19.38	19.67
STOCK PREPARATION B COLOUR ASSISTANT 1,3&5	10	18.26	18.44	18.72
* 1 PAPER MACHINE MACHINE TENDER * 1 PM		22.31	22.53	22.87
BACK TENDER * 1 PM		20.96	21.17	21.49
THIRD HAND * 1 PM		19.56	19.76	20.05

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LOCATION and JOB -----	JCP CL	Rate per Hour		
		May 1 1993	May 1 1994	May 1 1995
FOURTH HAND # 1 PM		18.58	18.77	19.05
COATER OPERATOR		18.82	19.01	19.29
# 2 MACHINE				
MACHINE TENDER # 2 PM		20.12	20.32	20.63
THIRD HAND # 2 PM		17.78	17.96	18.23
FOURTH HAND # 2 PM		17.33	17.50	17.77
# 3 PAPER MACHINE				
MACHINE TENDER # 3 PM		20.47	20.67	20.98
BACK TENDER # 3 PM		18.74	18.93	19.21
THIRD HAND # 3 PM		17.94	18.12	18.39
FOURTH HAND # 3 PM		17.50	17.68	17.94
# 5 PAPER MACHINE				
MACHINE TENDER # 5 PM		21.68	21.90	22.23
BACK TENDER # 5 PM		20.07	20.27	20.57
THIRD HAND # 5 PM		18.94	19.13	19.42
FOURTH HAND # 5 PM		18.09	18.27	18.55
# 6 PAPER MACHINE				
MACHINE TENDER # 6 PM		22.95	23.18	23.53
BACK TENDER # 6 PM		21.18	21.39	21.71
THIRD HAND # 6 PM		19.79	19.99	20.29
FOURTH HAND # 6 PM		18.72	18.91	19.19
FIFTH HAND # 6 PM		17.53	17.71	17.97
SPARE HAND # 6 & 7 PM		16.88	17.05	17.30
# 7 PAPER MACHINE				
MACHINE TENDER # 7 PM		23.89	24.13	24.49
BACK TENDER # 7 PM		21.92	22.14	22.47
THIRD HAND # 7 PM		20.30	20.50	20.81

LOCATION and JOB -----	JCP CL	Rate per Hour		
		May 1 1993	May 1 1994	May 1 1995
FOURTH HAND # 7 PM		19.09	19.28	19.57
FIFTH HAND # 7 PM		17.65	17.83	18.09
# 9 COATER				
MACHINE TENDER COATER	17	19.96	20.16	20.46
WET END OPERATOR COATER	11	18.49	18.67	18.96
TRUCK OPERATOR COATER	06	17.44	17.61	17.88
HELPER COATER	05	17.25	17.42	17.68
COLOURMAN				
COLOURER COATER	10	18.26	18.44	18.72
# 9 CUT SIZE SHEETER				
SHEETER OPERATOR # 9 CSS	10	18.26	18.44	18.72
SEALING MACHINE OP # 9 CSS	06	17.44	17.61	17.88
FEED/FILL/LOAD # 9,11&13 CSS	02	16.72	16.89	17.14
# 11 CUT SIZE SHEETER				
SHEETER OPERATOR # 11 CSS	10	18.26	18.44	18.72
SEALING MACHINE OP # 11 CSS	06	17.44	17.61	17.88
# 13 CUT SIZE SHEETER				
SHEETER OPERATOR # 13 CSS	12	18.71	18.90	19.18
SEALING MACHINE OP # 13 CSS	07	17.64	17.82	18.08
# 17 CUT SIZE SHEETER				
SHEETER OPERATOR # 17 CSS	16	19.68	19.88	20.18
ASST OPERATOR # 17 CSS	11	18.49	18.67	18.96
PACKER OPERATOR # 17 CSS	07	17.64	17.82	18.08
SR LOADER # 17 CSS	05	17.25	17.42	17.68
PALLETIZER				
PALLETIZER OPERATOR	06	17.44	17.61	17.88
# 10 FOLIO				
SHEETER OPERATOR # 10 FOLIO	11	18.49	18.67	18.96

LOCATION and JOB -----	JCP CL	Rate per Hour		
		May 1 1993	May 1 1994	May 1 1995
SEALING MACHINE OP # 10 FOLIO	05	17.25	17.42	17.68
CARTON PACKER # 10 FOLIO	04	17.07	17.24	17.50
* 12 FOLIO				
SHEETER OPERATOR # 12 FOLIO	10	18.26	18.44	18.72
SEALING MACHINE OP # 12 FOLIO	04	17.07	17.24	17.50
CARTON PACKER # 12 FOLIO	03	16.90	17.07	17.33
* 14 FOLIO				
SHEETER OPERATOR # 14 FOLIO	11	18.49	18.67	18.96
CARTON PACKER # 14 FOLIO	05	17.25	17.42	17.68
LOADER # 14 FOLIO	03	16.90	17.07	17.33
* 15 FOLIO				
SHEETER OPERATOR # 15 FOLIO	11	18.49	18.67	18.96
SR SKID PILE LOADER # 15 FOLIO	05	17.25	17.42	17.68
* 18 FOLIO				
FOLIO LINE LEADER # 18 FOLIO	18	20.21	20.41	20.72
OPERATOR # 18 FOLIO	12	18.71	18.90	19.18
* 1 BOARD CUTTER				
CUTTER OP. # 1 BOARD CUTTER	10	18.26	18.44	18.72
CUTTER HELPER # 1 BOARD CUTTER	05	17.25	17.42	17.68
* 2 BOARD CUTTER				
CUTTER OP. # 2 BOARD CUTTER	12	18.71	18.90	19.18
CUTTER HELPER # 2 BOARD CUTTER	05	17.25	17.42	17.68
* 3 REWINDER				
OPERATOR # 3 REWINDER	07	17.64	17.82	18.08
HELPER # 2, 3 & 4 REWINDER	03	16.90	17.07	17.33
* 4 REWINDER				
OPERATOR # 4 REWINDER	07	17.64	17.82	18.08
* 5 REWINDER				
OPERATOR # 5 REWINDER	05	17.25	17.42	17.68

LOCATION and JOB -----	JCP CL	Rate per Hour		
		May 1 1993	May 1 1994	May 1 1995
* 2 REWINDER OPERATOR # 2 REWINDER	07	17.64	17.82	18.08
VALLEY WRAPPER OPERATOR ROLL WRAPPER	07	17.64	17.82	18.08
HELPER (DESK) ROLL WRAPPER	06	17.44	17.61	17.88
HELPER (PRESS) ROLL WRAPPER	04	17.07	17.24	17.50
HELPER (BELT) ROLL WRAPPER	03	16.90	17.07	17.33
* 1 EMOSSER OPERATOR # 1 & 3 EMOSSER	08	17.84	18.02	18.29
* 4 LINE TRIMMER OPERATOR # 4 LINE	08	17.84	18.02	18.29
COUNTER STACK/UNSTACK # 4 LINE	02	16.72	16.89	17.14
SAMPLE TRIMMER TRIMMER OPERATOR SAMPLES	04	17.07	17.24	17.50
* 7 LINE CARTON FILLER STITCHER #7 LINE	03	16.90	17.07	17.33
SUPPLY # 7 LINE	05	17.25	17.42	17.68
HAND SEALER SEALER	02	16.72	16.89	17.14
SKID LINE HEAD SKID PACKER	06	17.44	17.61	17.88
UTILITY SKID PACKING	05	17.25	17.42	17.68
LABELLING LABEL INSPECTOR	03	16.90	17.07	17.33
LABEL MAKEUP INSPECTOR	06	17.44	17.61	17.88
SKID REPILE SKID REPIILER	02	16.72	16.89	17.14
CARTON MAKING CARTON MACHINE OPERATOR	02	16.72	16.89	17.14
BOX SHOP				

LOCATION and JOB	JCP CL	Rate per Hour		
		May 1 1993	May 1 1994	May 1 1995
SAWYER SUPPLY	05	17.25	17.42	17.68
CARTON SUPPLY SUPPLY PACKAGING	08	17.84	18.02	18.29
SUPPLY CREW TRUCK OPERATOR GENERAL	05	17.25	17.42	17.68
BROKE CREW BROKE CREW HEAD	07	17.64	17.82	18.08
BROKE CREW HAND	02	16.72	16.89	17.14
BROKE CREW TRUCK OPERATOR	04	17.07	17.24	17.50
GENERAL FINISHING LABOURER F.R. - 1ST FL CLEANER	01	16.56	16.73	16.98
TRUCK OPERATOR SUPPLY CREW	05	17.25	17.42	17.68
LABOURER F.R. - WASTE DISPOSAL	01	16.56	16.73	16.98
LABOURER F.R. - WASHROOM	01	16.56	16.73	16.98
ROLL DECKERS TR OP ROLL DECKERS 2ND S ELEV.	05	17.25	17.42	17.68
TR OP ROLL DECKERS #6 PM & CSS	05	17.25	17.42	17.68
TR OP ROLL DECKERS # 1 PM	06	17.44	17.61	17.88
TR OP ROLL DECKERS 1ST FL ELEV	05	17.25	17.42	17.68
CRANE OPERATOR ROLL DECKING	05	17.25	17.42	17.68
KRAFT GENERAL LEAD HAND CHLORINE	18	20.21	20.41	20.72
CHLORINE BLEACH RUNNER HEAD	12	18.71	18.90	19.18
BLEACH PULPER OPERATOR		17.64	17.82	18.08
STOCK SHIPPING SHIPPER CHECKER DRIVER	06	17.44	17.61	17.88
SHIP. CHECKER DR. STORAGE	06	17.44	17.61	17.88

LOCATION and JOB -----	JCP CL	Rate per Hour		
		May 1 1993	May 1 1994	May 1 1995
SHIP. CHECKER DR. VALLEY	06	17.44	17.61	17.88
UTILITY S.S.	01	16.56	16.73	16.98
STEAM PLANT				
SHIFT ENGINEER STEAM PLANT	26	22.57	22.80	23.14
OPERATOR # 10 & 11 REC. BOILER	15	19.44	19.63	19.93
HILL STEAM ATTENDANT	12	18.71	18.90	19.18
STEAM GENERAL				
LABOURER STEAM PLANT		16.56	16.73	16.98
UTILITY STEAM PLANT	07	17.64	17.82	18.08
SHIFT ENGINEER DAYS	28	23.22	23.45	23.80
KRAFT STEAM				
OPERATOR HELPER # 12 RECOVERY	05	17.25	17.42	17.68
OPERATOR # 12 REC. BOILER	20	20.77	20.98	21.29
MECHANICAL MAINTENANCE				
APPR MACH CL 1		16.56	16.73	16.98
APPR MACH CL 2		16.81	16.98	17.23
APPR MACH CL 3		17.07	17.24	17.50
APPR MACH CL 4		17.35	17.52	17.79
APPR MACH CL 5		17.63	17.81	18.07
APPR MACH CL 6		17.89	18.07	18.34
APPR MACH CL 7		18.15	18.33	18.61
APPR MACH CL 8		18.42	18.60	18.88
MACHINIST LEAD HAND		22.19	22.41	22.75
MACHINIST CL A		21.67	21.89	22.22
MACHINIST CL B		19.02	19.21	19.50
MACHINIST CL C		18.61	18.80	19.08

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LOCATION and JOB -----	JCP CL ---	Rate per Hour		
		May 1 1993	May 1 1994	May 1 1995
MACHINIST HELPER CL B		17.16	17.33	17.59
MACHINIST TECHNICIAN		22.03	22.25	22.58
UTILITY MAINTENANCE	03	16.90	17.07	17.33
BENCH FITTER CL A		21.67	21.89	22.22
WELDER LEADING HAND		22.19	22.41	22.75
WELDER CLASS A		21.67	21.89	22.22
WELDER CLASS B		19.02	19.21	19.50
WELDER CLASS C		18.61	18.80	19.08
WELDER HELPER CL A		17.41	17.58	17.85
WELDER HELPER CL B		17.16	17.33	17.59
UTILITY AIR FILTERS	06	17.44	17.61	17.88
HEAT, VENT & A/C TECHNICIAN		22.03	22.25	22.58
PIPEFITTER LEAD HAND		22.19	22.41	22.75
PIPEFITTER CL A		21.67	21.89	22.22
PIPEFITTER CL B		19.02	19.21	19.50
PIPEFITTER CL C		18.61	18.80	19.08
PIPEFITTER HELPER CL A		17.41	17.58	17.85
PIPEFITTER HELPER CL B		17.16	17.33	17.59
SHIFT MILLWRIGHT CL A		22.23	22.45	22.79
SHIFT MILLWRIGHT CL B		19.58	19.78	20.07
BENCHFITTER HELPER CL A		17.41	17.58	17.85
MILLWRIGHT LEAD HAND		22.19	22.41	22.75
MILLWRIGHT CL A		21.67	21.89	22.22
MILLWRIGHT CL B		19.02	19.21	19.50

LOCATION and JOB -----	JCP CL ---	Rate per Hour		
		May 1 1993	May 1 1994	May 1 1995
MILLWRIGHT CL C		18.61	18.80	19.08
MILLWRIGHT HELPER CL A		17.41	17.58	17.85
MILLWRIGHT HELPER CL B		17.16	17.33	17.59
BRICKLAYER CL A		21.67	21.89	22.22
BRICKLAYER CL B		19.02	19.21	19.50
CARPENTER LEAD HAND		22.19	22.41	22.75
CARPENTER CL A		21.67	21.89	22.22
CARPENTER CL B		19.02	19.21	19.50
CARPENTER CL C		18.61	18.80	19.08
CARPENTER HELPER CL A		17.41	17.58	17.85
CARPENTER HELPER CL B		17.16	17.33	17.59
BRICKLAYER HELPER CL A		17.41	17.58	17.85
BRICKLAYER HELPER CL B		17.16	17.33	17.59
PAINTER CL A		20.21	20.41	20.72
PAINTER CL B		18.22	18.40	18.68
PAINTER HELPER		17.16	17.33	17.59
OILER LEAD HAND		18.50	18.69	18.97
OILER		18.04	18.22	18.49
OILER SHIFT		18.04	18.22	18.49
FIRE PROTECTION LEAD HAND		22.19	22.41	22.75
MOTOR VEHICLE MECHANIC LD HAND		22.19	22.41	22.75
MOTOR VEHICLE MECHANIC CL A		21.67	21.89	22.22
MOTOR VEHICLE MECHANIC CL B		19.02	19.21	19.50
MOTOR VEHICLE MECHANIC CL C		18.61	18.80	19.08

LOCATION and JOB -----	JCP CL ---	Rate per Hour		
		May 1 1993	May 1 1994	May 1 1995
VEHICLE MECHANIC HELPER A		17.41	17.58	17.85
VEHICLE MECHANIC HELPER B		17.16	17.33	17.59
AP MV MECH CL B		18.42	18.60	18.88
REF. & AIR COND. MECHANIC CL A		21.67	21.89	22.22
REF. & AIR COND. MECHANIC CL B		19.02	19.21	19.50
AP MILLWRT CL 1		16.56	16.73	16.98
AP MILLWRT CL 2		16.81	16.98	17.23
AP MILLWRT CL 3		17.07	17.24	17.50
AP MILLWRT CL 4		17.35	17.52	17.79
AP MILLWRT CL 5		17.63	17.81	18.07
AP MILLWRT CL 6		17.89	18.07	18.34
AP MILLWRT CL 7		18.15	18.33	18.61
LABOURER MAINTENANCE	01	16.56	16.73	16.98
AP MILLWRT CL 8		18.42	18.60	18.88
AP PIPEFTR CL 1		16.56	16.73	16.98
AP PIPEFTR CL 2		16.81	16.98	17.23
AP PIPEFTR CL 3		17.07	17.24	17.50
AP PIPEFTR CL 4		17.35	17.52	17.79
AP PIPEFTR CL 5		17.63	17.81	18.07
AP PIPEFTR CL 6		17.89	18.07	18.34
AP PIPEFTR CL 7		18.15	18.33	18.61
AP PIPEFTR CL 8		18.42	18.60	18.88
INSTRUMENT MAINTENANCE				
INST TECHNICIAN LEAD HAND		22.95	22.78	23.12
INST TECHNICIAN CL A		21.67	21.89	22.22

LOCATION and JOB	JCP CL	Rate per Hour		
		May 1 1993	May 1 1994	May 1 1995
INST TECHNICIAN CL B		19.02	19.21	19.50
INST TECHNICIAN CL C		18.61	18.80	19.08
INST TECHNICIAN HELPER CL A		17.41	17.58	17.85
INST TECHNICIAN HELPER CL B		17.16	17.33	17.59
COMPUTER TECHNICIAN		22.03	22.25	22.58
INSTRUMENT TECHNICIAN		22.03	22.25	22.58
AP INST TECH 1		16.56	16.73	16.98
AP INST TECH 2		16.81	16.98	17.23
AP INST TECH 3		17.07	17.24	17.50
AP INST TECH 4		17.35	17.52	17.79
AP INST TECH 5		17.63	17.81	18.07
AP INST TECH 6		17.89	18.07	18.34
AP INST TECH 7		18.15	18.33	18.61
AP INST TECH 8		18.42	18.60	18.88
ELECTRICAL MAINTENANCE				
ELECTRICIAN LEAD HAND		22.19	22.41	22.75
ELECTRICIAN CL A		21.67	21.89	22.22
ELECTRICIAN CL B		19.02	19.21	19.50
ELECTRICIAN CL C		18.61	18.80	19.08
ELECTRICIAN HELPER CL A		17.41	17.58	17.85
ELECTRICIAN HELPER CL B		17.16	17.33	17.59
SHIFT ELECTRICIAN CL A		22.23	22.45	22.79
LABOURER ELECTRICAL		16.56	16.73	16.98
UTILITY ELECTRICAL	03	16.90	17.07	17.33
SHIFT ELECTRICIAN CL B		19.58	19.78	20.07

LOCATION and JOB -----	JCP CL ---	Rate per Hour		
		May 1 1993	May 1 1994	May 1 1995
ELECTRONIC TECHNICIAN LD HAND		22.55	22.78	23.12
ELECTRONIC TECHNICIAN		22.03	22.25	22.58
ELECTRONIC TECHNICIAN CL A		21.67	21.89	22.22
ELECTRONIC TECHNICIAN CL B		19.02	19.21	19.50
ELECTRONIC TECHNICIAN CL C		18.61	18.80	19.08
ELECTRONIC TECH HELPER CL A		17.41	17.58	17.85
ELECTRONIC TECH HELPER CL B		17.16	17.33	17.59
APPRENTICE CL 1		16.56	16.73	16.98
APPRENTICE CL 2		16.81	16.98	17.23
APPRENTICE CL 3		17.07	17.24	17.50
APPRENTICE CL 4		17.35	17.52	17.79
APPRENTICE CL 5		17.63	17.81	18.07
APPRENTICE CL 6		17.89	18.07	18.34
APPRENTICE CL 7		18.15	18.33	18.61
APPRENTICE CL 8		18.42	18.60	18.88
STORES				
STORES COUNTERPERSON	06	17.44	17.61	17.88
MAINT. MAT. SUB-RECEIVER	07	17.64	17.82	18.08
SPARE CREW (212&338)				
LABOURER SPARE CREW		16.56	16.73	16.98
O. C. PAPER GENERAL				
PAPER CLERK O.C.	05	17.25	17.42	17.68
QUALITY CONTROL PAPER				
LAB TECHNICIAN # 6&7 PM	09	18.04	18.22	18.49
LAB TECHNICIAN # 1 PM	12	18.71	18.90	19.18
NO. 9 TESTER/OPERATOR	08	17.84	18.02	18.29

LOCATION and JOB -----	JCP CL	Rate per Hour		
		May 1 1993	May 1 1994	May 1 1995
CONTROL TECHNICIAN D.C.	15	19.44	19.63	19.93
LAB TECHNICIAN # 3 & 5 PM	08	17.84	18.02	18.29
Q. C. PAPER DAYS PAPER SPECIALIST	15	19.44	19.63	19.93
PAPER TECHNICIAN	13	18.95	19.14	19.43
Q. C. PULP DAYS LAB TECH A	12	18.71	18.90	19.18
ENVIRONMENTAL WASTE TREATMENT OPERATOR	11	18.49	18.67	18.96
HOISTS HOISTING ENGINEER	15	19.44	19.63	19.93
HOIST OPERATOR	13	18.95	19.14	19.43
HOIST OILER HELPER	05	17.25	17.42	17.68
PAYLOADERS PAYLOADER OPERATOR CHIP PILE	07	17.64	17.82	18.08
PAYLOADER OPERATOR SKI HILL	07	17.64	17.82	18.08
MILL YARD FORK LIFT TRUCK OPERATOR	04	17.07	17.24	17.50
YARD PAYLOADER OPERATOR	07	17.64	17.82	18.08
LABOURER YARD	01	16.56	16.73	16.98
RELIEF LABOURER YARD		16.56	16.73	16.98
TRUCK DRIVER YARD	05	17.25	17.42	17.68
TRACK REPAIR	07	17.64	17.82	18.08
TRUCK DRIVER HOIST	05	17.25	17.42	17.68
WOODLAND SCALER SCALER CLASS A	09	18.04	18.22	18.49

JOB CLASSIFICATION PLAN SCALE

<u>Grade</u>	<u>May 1/93</u>	<u>May 1/94</u>	<u>May 1/95</u>
1	16.56	16.73	16.98
2	16.72	16.89	17.14
3	16.90	17.07	17.33
4	17.07	17.24	17.50
5	17.25	17.42	17.68
6	17.44	17.61	17.88
7	17.64	17.82	18.08
8	17.84	18.02	18.29
9	18.04	18.22	18.49
10	18.26	18.44	18.72
11	18.49	18.67	18.96
12	18.71	18.90	19.18
13	18.95	19.14	19.43
14	19.19	19.38	19.67
15	19.44	19.63	19.93
16	19.68	19.88	20.18
17	19.96	20.16	20.46
18	20.21	20.41	20.72
19	20.49	20.69	21.01
20	20.77	20.98	21.29
21	21.05	21.26	21.58
22	21.34	21.55	21.88
23	21.63	21.85	22.17
24	21.94	22.16	22.49
25	22.25	22.47	22.81
26	22.57	22.80	23.14
27	22.88	23.11	23.46
28	23.22	23.45	23.80
29	23.55	23.79	24.14
30	23.90	24.14	24.50
31	24.24	24.48	24.85

APPENDIX "B"

GENERAL MILL RULES

There are, of necessity, certain rules which if contravened, may endanger the welfare, safety or job of yourself and other employees.

The Company takes a most serious view of offenses such as the following, and violations will result in disciplinary action.

1. Reporting for work or working in an unfit condition.
 - a) bringing intoxicants, narcotics or impairing drugs onto or indulging in the use of intoxicants, narcotics or impairing drugs in the Mill or on Mill premises.
 - b) reporting for duty under the influence of an intoxicant, narcotic or an impairing drug. Failure to report to the Facilitator, the use or consumption of any drugs that might impair the ability of an employee to perform his normal duties, present a hazard to himself, fellow employees or company property. It is the responsibility of the employee to have his Doctor define the effects and limitations of prescription drugs in relation to his work.

2. Improper Conduct - no employee is to engage in any improper activity on company owned or controlled property. Such improper conduct includes, but is not limited to:
 - a) horseplay, scuffling, fighting, practical jokes, unnecessary running or jumping
 - b) threatening, intimidating, coercing or interfering with fellow employees on company property
 - c) other actions or conduct that are or may be hazardous to himself or another employee or that may be detrimental to the safe, efficient operation of the plant, process or equipment.
 - d) Smoking in prohibited areas.

- e) Falsifying medical information.
 - f) Operating machinery or devices without proper authorization.
 - g) Disregard of safety rules and regulations.
 - h) Unauthorized absence from work area.
 - i) Frequent or chronic absenteeism.
 - j) Late starting and early quitting.
 - k) Habitual lateness without proper cause. Leaving the mill premises during working hours without proper authorization.
 - l) Failure to follow instructions, or to do work assigned. Refusal to obey orders of the supervisor.
 - m) Stealing from each other, or the company.
 - n) Misusing or removing from company premises without proper authorization, company materials, products or property including tools, blueprints, data or documents.
 - o) Deliberate damaging of company tools, machines or equipment.
 - p) Abusing or defacing company's or employee's property.
 - q) Using abusive language towards supervisors or fellow employees.
 - r) Careless workmanship.
 - s) Removing company notices or signs from bulletin boards or elsewhere without proper authorization.
 - t) Selling or distributing any literature on company property without proper authority.
 - u) Gambling on company property.
 - v) Sleeping during working hours.
 - w) Joint action on the part of any group of employees to disrupt accord, or to interfere with normal and efficient operations.
 - x) Falsification of records, reports or other information.
 - y) Reading books, magazines or newspapers on the job.
- 3.. In case of minor offenses and infractions of Mill Rules, where an employee has a clear record for a period of twelve (12) months, the record of offenses shall be cleared.

APPENDIX "C"

TERNS OF REFERENCE - 12 HOUR SHIFTS
between
DOMTAR SPECIALTY FINES PAPERS, CORNWALL
and
CEP LOCALS 212 and 338

The parties to the Collective Agreement agree to the following rules and procedures regarding a 12 hour compressed work week.

The terms and conditions of the Collective Agreement apply to the 12 hour compressed work week unless otherwise stated below.

1. Application
The twelve (12) hour work week applies to all seven (7) day continuous operations jobs. When any of these jobs go on eight (8) hour operations, these jobs will then operate in accordance with the terms of the Collective Agreement.
2. Schedule of Hours
 - a) The 12 hour compressed work week will be as shown on attached Addendum "A".
 - b) Hours of work will be 7:00 a.m. to 7:00 p.m. and 7:00 p.m. to 7:00 a.m. The work week will begin and end at 7:00 a.m. Sunday. Sunday will be the period from 7:00 a.m. Sunday to 7:00 a.m. Monday.
 - c) Where present practice of shutting machinery down for breaks in the Finishing Room exists, breaks will be 11:30 a.m. to 12:00 noon and 2:00 a.m. to 2:30 a.m. while on the compressed work week.
3. General Understandings
 - a) No premiums will be paid to any employee for the reason of transferring to or from the 12 hour compressed work week to an eight (8) hour schedule.
 - b) For voting in the Federal, Provincial, Municipal and other elections

as designated by statute, employees will cooperate to relieve their mates at straight time rates. These hours will not be included for purposes of overtime.

- c) It is understood that replacements must be available for relief purposes when required. In the event of inadequate relief for the continuation of operations, the Company has the right to revert to an eight (8) hour schedule within a twenty-four (24) hour period without incurring any liability.
- d) The past practice of coming in early on start-ups and staying to complete shut-downs on Mill Holidays will continue.

4. Premium Pay

- a) A shift differential will be paid for the 7:00 p.m. to 7:00 a.m. shift. The shift differential will be the result of (8 x Shift B shift differential) plus (8 x Shift C shift differential) divided by 12.
- b) Overtime will be paid in accordance with Sections 18, 19 and 21 of the Collective Agreement with all references to eight (8) hours to read twelve (12) hours and forty (40) hours to read thirty-six (36) or forty-eight (48) hours depending on the work schedule.
- c) Employees on the Call In List will be paid overtime after forty-eight (48) straight time hours.
- d) Day workers excluding Maintenance Trades transferred to shift in the work week will be paid overtime rates only when they work in excess of forty (40) hours in the work week.
- e) The meal allowance for call ins under Section 19 e) will apply to employees on the Relief Crew called

into work outside the relief window and required to report for work immediately.

5. Benefits Provision

- a) The rules and pay for benefits are in accordance with the applicable section of the Collective Agreement unless otherwise stipulated below.
- b) Floating Holidays and days in lieu of Mill Holidays can only be taken off in twelve (12) hour days.

Employees on a twelve (12) hour work week are entitled to one (1) Floating Holiday with sixteen (16) hours pay.

The hours paid for a floater is based on the employee's scheduled hours for the day of the floater. If the employee is scheduled for 12 hours that day, he will be paid for one (1) floater at 16 hours pay. If the employee is scheduled for 8 hours that day, he will be paid for one floater at 8 hours pay and will be entitled to another floater at 8 hours pay during the contract year.

- c) Bereavement Leave is provided in accordance with Section 26 of the Collective Agreement with up to the maximum hours of leave as specified therein.

6. Relief Coverage

- a) When less than 24 hours advance notice is given for an unplanned absence, relief will be provided as follows:
 - 1) the crew will move up to result in a vacancy at the lowest job in a Line of Progression which can be relieved at straight time either from the Call In List or by cancelling training.
 - 2) if the vacancy is not filled at straight time, then the employee on the Relief Crew on the same job that week will be called and must report.

Employees on the Relief Crew must be available for calls from 6:00 a.m. to 9:00 a.m. and from 6:00 p.m. to 9:00 p.m.

Employees on the Relief Crew who are not available for relief on a specified day will arrange for his own replacement for the Relief Crew.

Employees on the Relief Crew must provide his Facilitator with any alternate telephone number required for contact.

- b) For unplanned absences where 24 hours advance notice has been given and for planned short term absences, relief will be provided as follows:
- 1) the crew will move up to result in a vacancy which can be relieved at straight time from the Call In List or by cancelling training.
 - 2) the employee shown as OFF on the schedule on the same job that week will be asked to cover the vacancy.
 - 3) if the OFF employee refuses, the employee on the Relief Crew on the same job that week will be asked to cover the vacancy.
 - 4) if the Relief Crew employee refuses, then an employee shown as OFF who is trained to do the job will be asked.

If the absence is due to a request for a Floating Holiday or Mill Holiday and a replacement cannot be found, then the employee will be required to select another day which is mutually agreed upon between the employee and his Facilitator.

If the absence is due to another reason which cannot be delayed, then the employee on the Relief Crew on the same job will be required to report.

If the Relief Crew employee replaces the vacancy and an emergency replacement is required on that day, then another employee on the Relief Crew who is trained to do the job must work.

- 7. Problem Resolution
It is understood by both parties that problems may arise which are not covered by this agreement. Should this occur, both parties will meet to discuss the problem so that a satisfactory solution can be reached.
- 8. Cancellation
This agreement may be cancelled by the Company or the Union at any time by giving thirty (30) days written notice or seven (7) days if mutually agreed upon by the parties.

ADDENDUM "A"

12 HOUR SHIFT COMPRESSED WORK WEEK

	WEEK 1	WEEK 2	WEEK 3	WEEK 4
	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
7AM-7PM	A D D C C B B	B A A D D C C C B B A A D D	D C C B B A A	D C C B B A A
7PM-7AM	C B B A A D D	D C C B B A A A D D C C B B	B A A D D C C	B A A D D C C
RELIEF	B A A D D C C	C B B A A D D D C C B B A A	A D D C C B B	A D D C C B B
OFF	D C C B B A A	A D D C C B B B A A D D C C	C B B A A D D	C B B A A D D
CREWS:	A B C D			

4 WEEK CYCLE - 2 WEEKS 48 HOURS: 2 WEEKS 36 HOURS
- AVERAGE 42 HOURS PER WEEK - 45 HOURS PAID

RELIEF CREW - The crew coming off 7 a.m. - 7 p.m. shift including Spare Crew assigned for the week

- RULES
1. crew will move up, if a straight time replacement is available.
 2. Replacement from Spare Crew call-in list **located at the gatehouse,** providing the skill is available.
 3. If the vacancy is not filled, the scheduled Relief Crew employee will be called and must report.
 4. The onus is on the employee scheduled in the Relief Crew to provide the Foreman with any alternate telephone number required for **contact.**
 5. Relief window is 6:00 a.m. to 9:00 a.m. and 6:00 p.m. to 9:00 p.m.

APPENDIX D

DOMTAR FINE PAPERS
CORNWALL MILL

TRADES APPRENTICESHIP PROGRAM

Preamble:

The introduction of a Trades Apprenticeship Plan takes into account the following understandings between the parties to the Collective Agreement between Domtar Specialty Fine Papers, Cornwall Mill, and the Communications, Energy and Paperworkers Union, Local 338.

- a) Apprentices are subject to the provisions of the Collective Agreement governing lay-off and recall and seniority.
- b) To ensure the effectiveness of this Agreement, both parties are jointly committed to its successful implementation and application of its terms and conditions.

If either party to the Agreement decides to suspend this Plan in respect to the selection of future apprentices, they must give the other party a minimum of six (6) months prior notice. Upon such suspension the previous practice of selecting Helpers and Trades will be reinstated.

Apprenticeship Advisory Committee

- a) The Apprenticeship Advisory Committee will consist of three (3) members of Local 338 and three (3) Company representatives.

The committee will deal with such things as: apprentice selection, checking on course coverage, progress of apprentices, and solving problems that may arise.

- b) The final selection of an apprentice shall be an unanimous decision of the Apprenticeship Advisory Committee.

Once the Advisory Committee has made their recommendation and selection, both Union Locals will be advised of the

Committee's decision.

- c) The Committee will meet regularly on the first Friday of every third month, or more frequently as required.

Requirements:

The main factors or criteria used in the selection of apprentices are:

- Seniority
 - b) Education
 - Aptitude
 - d) Performance
 - e) Physical Capabilities
- a) Seniority: Among otherwise qualified applicants, those with Mechanical or Electrical departmental seniority will be given first preference on job postings in their respective departments.

Applicants with mill seniority will next be given preference among applicants of equal qualifications.

- b) Education: Applicants for apprenticeship must have a Secondary School Graduation diploma as a minimum requirement (Gr. 12)

A graduate of a course at a College of Applied Arts and Technology or similar institution, who has specialized in the trade to which he is to be apprenticed, shall be granted one year's standing on his term of apprenticeship.

A technologist graduate (3 year program) from a College of Applied Arts and Technology, or similar institution, in the Instrument or Electronics trade will be given preference for apprentice postings in the respective trades for which they were trained.

- c) Aptitude: An appropriate Mechanical Aptitude test will be given to qualified applicants. Consideration will only be given to those who achieve 70% or more.

An applicant who has not achieved 70% on his first test will be permitted to be retested one more time only, provided that

12 months have elapsed between tests.

- d) Performance: The last two years' performance of the applicants will be considered. Those whose performance is rated Acceptable or better, will receive consideration. Poor performance will eliminate the applicant from being considered.
- e) Physical Capabilities: Physical capabilities have to be considered among the applicants. For example, if an applicant has a fear of heights he cannot be considered for a position that requires him to work at heights. If a person has a back problem, he could not be considered for a position that requires heavy lifting.

Terms of Apprenticeship

- a) The period of apprenticeship will be that as specified by the Ontario Ministry of Colleges and Universities, Manpower Training Branch.

Millwright: Practical experience including Trade School training:

- 4 periods of 2000 hours (4 years)
- 3 training periods
 - Basic: 7 weeks
 - Intermediate: 7 weeks
 - Advance: 8 weeks

Pipefitters: Practical experience including Trade School training:

- 5 periods of 1800 hours (4.5 yrs)
- 3 training periods
 - Basic: 7 weeks
 - Intermediate: 7 weeks
 - Advance: 8 weeks

Machinists: Practical experience including Trade School training:

- 4 periods of 2000 hours (4 years)
- 3 training periods
 - Basic: 7 weeks
 - Intermediate: 7 weeks
 - Advance: 8 weeks

Electricians: Practical experience including Trade School training:

- 5 periods of 1800 hours (4.5 years)
- 4 training periods

Basic: 10 weeks
 Intermediate: 10 weeks
 Advance: 8 weeks

Welders: Program to be developed by Apprenticeship Advisory Committee. Then submit the Program to the Ministry of Colleges and Universities for approval and certification.

Instrument Technician: Program to be developed by Apprenticeship Advisory Committee. Then submit the Program to the Ministry of Colleges and Universities for approval and certification.

Carpenters: Practical experience including Trade School training:
 - 4 periods of 2000 hours (4 years)
 - 3 training periods
 Basic: 7 weeks
 Intermediate: 7 weeks
 Advance: 8 weeks

- b) Apprentices entering the millwright, machinist, pipefitter and welder trades will be exposed to all four trades during their term of apprenticeship. The Apprenticeship Advisory Committee will determine the time and duration of the exposure.

Trades School Attendance

When an apprentice is attending a trade training course at a Government Trade School, the following pay arrangements will apply:

- a) While the apprentice is receiving a weekly training allowance from the Ontario Ministry of Colleges and Universities or the Federal Manpower Office and he is attending school, the Company will supplement this allowance to provide the apprentice with a total weekly income equal to forty (40) times his regular hourly rate of pay.
- b) Payment of supplementary pay will be made on regular pay days. To receive this pay, the apprentice must maintain satisfactory attendance and performance records at school during his training

course. Permission of school authorities must be obtained for all absences.

- c) An apprentice's entitlement to vacation with pay, Mill Holiday pay, Weekly Indemnity or Bereavement Leave will not be affected by his attendance at Trade School, nor will his participation in any of the employee benefit plans by which he is covered.
- d) Apprentices attending Trades School in Toronto will be granted an extra \$25.00 per week to defray the higher cost of lodging.

Trades School Attendance - Day Release

- a) While an apprentice is attending Trades School at the local community college (St. Lawrence College) on the Day Release Program, the Company will pay a maximum of eight (8) hours at the employee's regular classified straight time rate.
- b) Payment will be made on regular pay days. To receive this pay, the apprentice must attend classes as scheduled.
- c) The employee must notify the Company as per Section 15 (b) of the Collective Agreement, and school authorities, in advance, of all absences.

Loss of Working Time

- a) An apprentice may lose up to a maximum of five (5) scheduled working days due to sickness or accident during any six (6) month period of apprenticeship, without having to serve additional time.
- b) An apprentice who loses six (6) or more working days due to sickness or accident during any six (6) month period of apprenticeship, will be required to serve additional time as designated by the Apprenticeship Advisory Committee.
- c) Extension of the term of apprenticeship will be considered by the Apprenticeship Advisory Committee in the event that an apprentice loses more than a total of fifty (50) working days. Any lost time

over fifty (50) days may be allowed if the Apprenticeship Advisory Committee agrees that the employee is absent with a bona fide reason and his absence has not detracted from his progress as an apprentice.

Courses

Apprentices may be required to complete correspondence courses as presently established and the Apprenticeship Advisory Committee will approve other appropriate correspondence courses. Upon successful completion of such courses, he shall be reimbursed the full cost of the tuition fee.

Advancement

- a) The first six months shall be considered entirely a probationary period and the apprentices continuance in the program depends upon ability, progress and performance, as demonstrated during this trial period. If dropped from the Apprenticeship Program he returns to his former job without loss of seniority.
- b) To be eligible for advancement at the end of any six month period, an apprentice must have completed his shop work to the satisfaction of the Maintenance supervision and Apprenticeship Advisory Committee, his technical training to the satisfaction of the trade school, or, in the case of a correspondence or similar course, he must have completed an acceptable number of lesson assignments and have satisfactory grades on those completed.
- c) Following the completion of his six month probationary period, an apprentice who does not qualify for advancement at the end of any six (6) month period, shall be considered as re-entering upon a three (3) month trial period, and shall be notified as to nature his unsatisfactory work by his supervisor. If he does not qualify, after the three (3) additional months, he shall be dropped from the Apprenticeship Program.

Working Conditions

- a) The apprentice will be assigned to

various areas of the mill during the term of his apprenticeship to gain a wide variety of practical experience (eg. Kraft Mill, Finishing, Paper Mill, etc.)

- b) Initially an apprentice will not be asked to work alone or on shift. After one (1) year as an apprentice he will be expected to carry out the work assigned to him in a progressively independent manner with minimum supervision.

Wages

- a) An apprentice will merit a rate increase every six (6) months and this progression shall take place on the first of the month following the anniversary date.

The Apprenticeship Wages shall be as follows:

- 1st period (6 months)
- 2nd period (6 months)
- 3rd period (6 months)
- 4th period (6 months)
- 5th period (6 months)
- 6th period (6 months)
- 7th period (6 months)
- 8th period (6 months)

Whenever there is a change in the base rate, the apprenticeship -wage structure will be updated to reflect such change.

- b) Upon successful completion of the 8th period of apprenticeship, the employee will be promoted to a Trades Class "B".
- c) Promotion to Class "A" Trades will be based on:
- i) Completion of apprenticeship
 - ii) Satisfactory job performance as Trades Class "B"
 - iii) Obtaining Government Certificate of Qualification:

Class "A" rate will be paid retroactively to the anniversary date providing the apprentice writes and passes the test at the first opportunity.

If the apprentice fails the Certificate of Qualification test, he will remain as

a Class "B" until he receives his Certificate of Qualification. In this case, no retroactivity of rate will apply.

Acquisition of Tools

The Apprenticeship Advisory Committee will establish the minimum tool requirements for each step of apprenticeship, as well as for certified trades.

During the period of apprenticeship, an apprentice will accumulate the tools of his in a manner satisfactory to his supervisor and related to the increase in responsibility as his apprenticeship progresses. By the end of his apprenticeship, an apprentice must have acquired all the necessary tools of his trade as defined by the Apprenticeship Advisory Committee.

Supervision will regularly check each apprentice or tradesman's tools to ensure the minimum standards are being met.

Signed at Cornwall, Ont. this _ day of
1 9 9, 4 .

DOMTAR SPECIALTY FINE COMMUNICATIONS,
PAPERS, CORNWALL MILL ENERGY & PAPERWORKERS
UNION, LOCALS 212 & 338

APPENDIX E

LETTER OF UNDERSTANDING
between
LOCAL 338, COMMUNICATIONS, ENERGY
AND PAPERWORKERS UNION
and
DOMTAR SPECIALTY FINE PAPERS, CORNWALL

The parties agree the procedures and practices contained in this document are designed to address the following:

1. To provide an opportunity for trades persons to be assigned tasks based on their qualifications, interest and ability.
2. To record these procedures and practices to enable employees, the union and the company to understand, in advance, how specific situations will be treated.

It is recognised by the parties that circumstances may require changes to these procedures and practices during the term of the collective agreement. When necessary, the parties will meet to jointly agree on the appropriate changes.

Signed this day of _____, 1994

DOMTAR SPECIALTY FINE PAPERS, CORNWALL MILL	COMMUNICATIONS, ENERGY & PAPERWORKERS UNION, LOCAL 338
--	--

_____	_____
_____	_____
_____	_____
_____	_____

- a) SPECIFIC QUALIFICATIONS
Specific qualifications for specialized trades jobs will be determined by a joint union/management committee.
- i) Steam Plant Pipefitter
Pipefitters will be assigned to the Steam Plant annually. Assignments will be initiated on a seniority basis. All Pipefitters will be given the opportunity to train to obtain a G-5 ticket.
- ii) Pipefitter assigned to work with Fire Protection Lead Hand
The pipefitters are surveyed to see who is interested in being assigned to work with the fire protection lead hand. The senior pipefitter who is interested and meets the qualifications will be assigned this work.
- iii) Millwrights - Electricians:
Elevator Repairs
The millwrights or electricians will be surveyed to see who is interested in being assigned to elevator repairs. The senior millwright or electrician who is interested and meets the qualifications will be assigned to the work in their respective trades. To be fully qualified, a millwright or electrician must have his name affixed to the Provincial Registration as an independent contractor for four (4) full years and work with a licensed independent contractor.
- Hoist Repairs
The millwrights are surveyed to see who is interested in being assigned to hoist repairs.
- b) INVOLVEMENT TEAM
A joint union/management involvement team will review all jobs in Maintenance in order to accommodate employees with disabilities.
- c) EXTENDED HOURS
Trades persons will not work more than 16 hours in any 24 hour period.
- For planned shuts of 16 hours or longer,

trades persons will be scheduled as per the area or trade agreement.

d) START-UP CREW

Trades persons may be required to cover start-ups following Maintenance shuts, mill holidays, etc., on paper machines, in the Kraft Mill and on major equipment in the Finishing Department.

The trades persons are primarily there to correct and repair problems that may arise during the starting up of the equipment. However, prior to the start-up period, trades may be assigned other work on that shut (e.g., Pulp Mill, Paper Machine, Sheeter, etc.) that is reasonable depending on the circumstances.

When additional people in a specific trade are required, they will be called in if the skill is not available on site.

When planning the shut, the number and trades skills required for start-up will be estimated.

A trades person must work 1 hour past 3:30 p.m. on start-up to fulfil his position on the start-up rotation list.

A trades person on start-up duty called over to do repairs on equipment other than the shut will be paid a call in as per Section 20.

Trades who are exempt from start-up duties as of Dec. 1990 will continue to be exempt. Exemptions from the start-up list will only be granted to employees with valid medical reasons.

e) PROCEDURE FOR SECURING TRADES TO COMPLETE REPAIRS AFTER 3:30 P.M.

1. Trades, doing repairs, cannot remain to complete the repairs
2. Facilitator surveys crew in the immediate area. If no replacement can be found, then the facilitator gets in touch with the shop steward or a union officer and explains the problem.

3. The shop steward or union officer surveys the other associated trades to get a qualified replacement. If no qualified replacement can be found, then the trades person originally assigned must stay to complete the work.

f) PROCEDURE FOR SECURING TRADES FOR SCHEDULED SUNDAY WORK

1. The company informs the union shop steward-of-the need for trades, and the number required, for Sunday.
2. The shop steward secures the names from a rotary list except where there is no rotary list, then the senior trade is asked.
3. The shop steward follows the list until he secures the required trades. The next available scheduled Sunday work shall be offered to the next trades person on the rotary list.
4. If there are insufficient volunteers from the first pass, then the first trades person on the list must report for work on the scheduled Sunday.
5. The names are then given to the company. The company schedules these trades persons for Sunday work.

g) SHIFT TRADES REPLACEMENT

Relief for the shift trades person on the 12 hour compressed work week schedule will be as per the 12 hour shift replacement rules.

On the rare occasion where relief for a shift trade cannot be obtained from the scheduled relief, then a junior day worker, who can perform the work, will be assigned and paid overtime rates for the first shift only.

If the trades person were to work any time on the first day prior to working the night shift, he will be paid straight time for the hours worked during the day and overtime rates for the night shift.

h) SCHEDULED REPAIRS REQUIRING 24 HOUR COVERAGE

When trades persons, normally scheduled

as a day worker, are required to work the night shift they will be paid overtime rates for the first shift. Overtime on subsequent days in any given work week will be as per the Collective Agreement. Overtime rates for the first night shift on Sunday will be double time.

If the trades person were to work any time on the first day prior to working the night shift, he will be paid straight time for the hours worked during the day and overtime rates for the night shift.

i) MAINTENANCE DEPARTMENT

Maintenance personnel will be allowed ten (10) minutes at the end of the day to put their tools away and return to the appropriate shop area. No trades is to be found in the vicinity of the lockerroom area prior to this ten (10) minute time allowance, and will not leave the premises prior to 3:30 p.m. Premises is defined as the day worker's normal change area.

j) KRAFT MILL: Lead Hand - Chemical Plant

The job posting procedure will apply to this position. Preference will be given to the employee who regularly provides relief for the Lead Hand. The senior employee who can do the work will be asked to supply relief.

k) STEAM PLANT: Shift Engineer - Days

This position requires a 2nd Class Ticket and will be posted departmentally.

l) SATURDAY WORK

Any repairs which cannot be scheduled any other day but Saturday, will be completed using the following procedure:

1. The nature of the repairs will be discussed with an executive or members of Local 338
2. Upon agreement, the appropriate local union steward or stewards will secure volunteers from a list in each area.
3. Where there are insufficient volunteers, the appropriate trades will be scheduled starting with the junior employees, ensuring there is a proper balance of skilled trades.

MEMORANDUM OF AGREEMENT

between

DOMTAR SPECIALTY FINE PAPERS DIVISION
DOMTAR INC.
CORNWALL MILL

and

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA
LOCALS 212 AND 338

November 13, 1993

The current Collective Labour Agreement, subject to the amendments, additions and understandings contained herein, is renewed for the period May 1st, 1993 to and inclusive of April 30, 1998.

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 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.

TERM OF AGREEMENT

May 1, 1993 to April 30, 1998.

GENERAL WAGE INCREASE

It is understood that the wages outlined below are based on a 5 year closed agreement.

Effective May 1, 1994	1.0%
Effective May 1, 1995	1.5%

Wage adjustments as of May 1st, 1996 and May 1st 1997 will be determined in accordance with the CEP Eastern Canada wage settlements.

EMPLOYMENT SECURITY

All employees holding a permanent position as of date of ratification will remain employed by the Mill, except in the following circumstances:

technological change |
 complete closure of the Mill or of a department
 closure due to lack of orders or market conditions
 acts of God or any other circumstances beyond the control of the Company
 dismissal for cause

attrition

This employment security provision does not represent a guarantee in terms of a minimum of hours of work per week.

A list of employees covered by this provision as at date of ratification will be prepared. The list will also include employees required to cover for vacations calculated on a yearly basis.

PENSION PLAN

Both parties accept the modifications included in the Memorandum of Agreement dated October 6, 1993 (hereinto attached) reached between Domtar Inc., Communications, Energy and Paper-workers Union of Canada and its local unions pertaining to the Domtar Pension for unionized employees.

WEEKLY INDEMNITY

Premiums Paid

Effective first of the month following date of ratification, the Company will pay 100% of Weekly Indemnity premiums in effect on that date.

Effective May 1, 1996 the Company will pay 100% of Weekly Indemnity premiums in effect on that date.

Weekly Indemnity Benefits

- a) Effective May 1, 1995 the maximum Weekly Indemnity coverage will be increased from \$500 to \$510 or the UIC maximum, whichever is greater, for eligible employees actively at work on that date.
- b) Effective May 1, 1996 the maximum Weekly Indemnity coverage will be increased from \$510 to \$520 or the UIC maximum, whichever is greater, for eligible employees actively at work on that date.
- c) Effective May 1, 1997 the maximum Weekly Indemnity coverage will be increased from \$520 to \$530 or the UIC maximum, whichever is greater, for eligible employees actively at work on that date.

Definition of Hospitalization

First day of hospitalization includes first day of inpatient hospitalization a minimum of twelve (12) hours of outpatient hospitalization or when day surgery is performed under general anaesthetic.

LONG TERM DISABILITY

Premiums to be paid by the Company.

Effective May 1, 1994 the maximum monthly coverage is \$2,100 for employees actively at work on that date.

Effective May 1, 1995 the maximum monthly coverage is \$2,200 for employees actively at work on that date.

Effective May 1, 1996 benefits are 55% of the rate as defined in Section IO - 5. for all eligible employees actively at work on that date.

LIFE INSURANCE

Effective first of the month following date of ratification, all eligible employees shall be provided with life insurance coverage in the amount of \$30,000.

Effective May 1, 1996 all eligible employees shall be provided with life insurance coverage in the amount of \$35,000.

DENTAL PLAN**Premiums Paid**

Effective first of the month following date of ratification, the Company will pay 100% of dental premiums in effect on that date.

Effective May 1, 1996, the Company will pay 100% of dental premiums in effect on that date.

Dental Benefits

Effective first of the month following date of ratification, amend Dental Plan to provide for the 1992 Ontario Dental Association's (ODA) Schedule of Dental Fees.

Effective May 1, 1994

Amend Dental Plan to provide for the 1993 Ontario Dental Association's (ODA) Schedule of Dental Fees

Effective May 1, 1995

Amend Dental Plan to provide for the 1994 Ontario Dental Association's (ODA) Schedule of Dental Fees.

Effective May 1, 1996

Amend Dental Plan to provide for the 1995 Ontario Dental Association's (ODA) Schedule of Dental Fees.

Effective May 1, 1997

Amend Dental Plan to provide for the 1996 Ontario Dental Association's (ODA) Schedule of Dental Fees.

VISION CARE

Effective first of the month following date of ratification, the following vision care expenses incurred by a " 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 \$100.00 per family member, in any two consecutive calendar years.

Effective May 1, 1996, 19% the total payment per family member in any two consecutive calendar years will be increased from \$100.00 to \$125.00.

SAFETY SHOES

Effective May 1, 1996, increase the Company's contribution from \$55 to \$70.

BEREAVEMENT LEAVE

Section 26 - Paragraph 2 to be amended as follows:

Up to three (3) days compassionate leave with pay will be granted to an employee losing time from regular work to attend the funeral of a deceased member of his immediate family. For this clause, immediate family is defined as - father, father-in-law, step father, mother, mother-in-law, stepmother, brother, sister, grandparent, stepbrother, step-sister and grandchild.

CONTRACT LANGUAGE CHANGE

Section 30 4b) to be amended as follows:

Employees promoted to jobs outside the bargaining unit will continue to accumulate seniority for a period of ninety (90) days with the right to return to their former job. During this ninety (90) day period, employees will continue to pay union dues. Following this period of ninety (90) days and up to one (1) year, the employer can be returned to the bargaining unit and if so will retain the mill seniority while in the bargaining unit. Following this one (1) year period, the employee may also be returned to the bargaining unit as the most junior employee, waiving the probationary period, and retaining company seniority for service related benefits only.

SPARE CREW

The Company recognizes the concern expressed by the Union with respect to the rate presently being paid to spare crew for training. The Union recognizes the concern, expressed by the Company with respect to costs generated by excessive movement of spare crew in the mill.

It is agreed that a committee will be set up within ninety (90) days following date of ratification of this agreement to address these concerns. This committee will be formed with representation from both union and management. Within this ninety (90) day period the committee will meet with the intention of resolving both of these issues.

Signed this 13th day of November, 1993 in Kingston, Ont.

FOR THE COMPANY

Mike Edwards
Mike Edwards

Mike Boudreault
Mike Boudreault

Joan Gaudreau
Joan Gaudreau

Jean-Louis Samson
Jean-Louis Samson

FOR THE UNION - LOCAL 212

Doug Samis
Doug Samis

Ken Murray
Ken Murray

Harry Bowman
Harry Bowman

Wayne Belmore
Wayne Belmore

Gerald Lalonde
GERALD LALONDE

FOR THE UNION - LOCAL 338

Bob Preston
Bob Preston

Ron Jarvo
Ron Jarvo

Gary Elderbrook
Gary Elderbrook

Ron Lalonde
Ron Lalonde

FOR THE COMMUNICATIONS,
ENERGY AND PAPERWORKERS
UNION OF CANADA

Cecil Makowski
Cecil Makowski

Denis Guenette
Denis Guenette

John Mather
John Mather
Conciliator

APPENDIX "A"

CURRENT ISSUES - RESOLUTIONS
LOCALS 212 & 338

1. Common-Law Coverage

One (1) year cohabitation for group insurance and bereavement leave coverage.

2. Holiday Week Pay

When Thursday or Friday is a bank holiday, pay cheques will be issued late Wednesday morning.

3. Letters of Understanding

The following Letters of Understanding are renewed:

- Jan. 1992 Eliminations & Skills Training February 10, 1993
- Vacation Scheduling Rules February 10, 1993
(to be reviewed by December 31, 1993)
- Flexibility Agreement April 24, 1992
- Maintenance Trades Pool April 2, 1992
- Two Year Rights to Return October 30, 1991
- Relief Foremen September 14, 1990
- Student Hiring Policy September 14, 1990
- Terms of Reference, 12 Hour Shifts and Addendum to Terms of Reference as per July 23, 1993 document
- Past Practices as per June 23, 1993 document
- Lines of Progression as per August 1993 document

4. Pay for Call-Outs

An employee working overtime who is asked by a facilitator to perform another task totally unrelated to the overtime task will be paid a call-out, in accordance with Section 20 of the Collective Agreement. The facilitator is to determine whether or not the unrelated task is an absolute requirement justifying paying a call-out.

5. Trades Tools

Broken and worn-out tools will be replaced at the equivalent value up to the value of Grey tools.

6. Agreement Language Changes

Language changes to the Collective Agreement as per July 23, 1993.

MEMORANDUM OF AGREEMENT entered into this 6th day of October 1993

BETWEEN DOMTAR INC., corporation incorporated under the laws of Canada with registered office located at 395 De Maisonneuve Boulevard West in the City of Montréal, in the province of Québec, acting herein on behalf of its unionized employees at operating locations listed in Appendix 'A' - hereinafter referred to as the "Corporation".

AND THE COMMUNICATION, ENERGY AND PAPERWORKERS UNION OF CANADA and its LOCAL UNIONS listed in Appendix "A" acting herein on behalf of their members in the said locals who are employees of Domtar Inc. hereinafter referred to as the "Unions".

WHEREAS the Corporation and the Unions met in Montréal on March 24, July 6 and 7, August 3 and October 4, 5 and 6, 1993 to discuss amendments to the Domtar Pension Plan for Unionized Employees, hereinafter referred to as the "Pension Plan".

AND WHEREAS the Corporation and the Unions reached an agreement on the matter of amendment to the Pension Plan.

NOW THEREFORE THE MEMORANDUM OF AGREEMENT WITNESSETH:

The Corporation and the Unions agree as follows:

1. Moratorium

The terms of the pension agreement will come into effect on May 2, 1993 and shall not be subject to further negotiation for the period of the collective agreements signed by Domtar primary mills, in respect of which Unions are accredited, effective on May 1, 1993, up to and including the first day following the expiry date of the primary mills collective agreements effective on January 1, 1998.

2. The Pension Plan shall be amended in accordance with the terms and conditions of the document entitled 'Amendments to the Pension Plan Proposed by Domtar Inc.' dated October 6, 1993, attached hereto and marked Appendix "B".

In addition to the amendments under the present memorandum of agreement the Pension Plan will be amended in order to respect the requirements of the Income Tax Act and any applicable provincial legislation.

3. The amendments to the Pension Plan shall be implemented in accordance with the dates stated in Appendix "B" and as soon as practicable after the first of the month following the date of ratification.
4. In all locations the cost of the amendments shall be included in the package cost of any current or subsequent settlement in the negotiation process.

5. Information Disclosure

The Corporation will provide to the Union Representatives on the Pension Committee copies of the following reports and documentation:

- the full legal text of the Pension Plan and any amendments;
 - all actuarial valuations and certificates which the Corporation is obliged to submit to regulatory authorities;
 - annual information returns filed with the regulatory authorities;
 - pension fund financial statements;
 - correspondence with regulatory authorities will be made available for inspection at head office upon request
6. The amendments to the Pension Plan will remain in effect until the expiry date of this Memorandum of Agreement or its renewal.
 7. The Corporation and the Unions agree to recommend acceptance of this Memorandum of Agreement to their respective Principals.

IN WITNESS WHEREOF the Corporation and the Unions have executed this Memorandum of Agreement by the hands of their representatives on this 6th day of October 1993.

FOR DOMTAR INC.

FOR THE COMMUNICATION.
ENERGY AND PAPERWORKERS
UNION OF CANADA

Georges Cabana
Corporate Director
Employee Relations

Don Holder
President

Louise Dufour
Supervisor, Pension Plans and
Employee Benefits

Edmond Gallant
Executive Vice-President - Quebec

Mike Boudreault
Manager, Human Resources
Cornwall Plant

Elmo Whittom
Vice-President - Atlantic Region

Mike De Bonis
Director, Human Resources
Domtar Merchants

John McInnes
Vice-President . Ontario Region

Serge Lord
Assistant to the President

IN WITNESS WHEREOF the Corporation and the Unions have executed this Memorandum of Agreement by the hands of their representatives on this 6th day of October 1993.

FOR THE LOCALS OF THE COMMUNICATION, ENERGY AND PAPERWORKERS UNION OF CANADA

Specialty Fine Papers

Cornwall, Ontario - Local 212

Cornwall, Ontario - Local 338

Cornwall, Ontario - Local 68

St. Catharines, Ontario - Local 77

Domtar Merchants

Buntin Reid, Ontario - Local 1291

La Maison du papier, Québec- Local 218

Newsprint and Groundwood Specialities

Dolbeau, Québec - Local 85

Dolbeau, Québec - Local 252

Dolbeau, Québec - Local 25

Kraft Pulp

Lebel-sur-Quévillon, Local 1492

Forest Products

Mistassini, Québec - Local 1495

Val d'Or, Malartic, Matagami,
Québec - Local 3057

Packaging

Red Rock Ontario - Local 528

Red Rock. Ontario - Local 255

Trenton. Ontario - Local 1470

Calgary, Alberta - Local 539

Dubergier, Québec - Local 486

Edmonton. Alberta - Local 403

Moncton, New Brunswick
Local 882

Molson, Montréal, Québec
Local 205

Richmond. British Columbia
- Local 433

LIST OF DOMTAR INC. LOCATIONS REPRESENTED BY THE
COMMUNICATION, ENERGY AND PAPERWORKERS UNION OF CANADA
WHICH ARE SUBJECT TO PENSION PLAN AMENDMENTS

<u>LOCATIONS</u>	<u>CEP LOCAL</u>
<u>Specialty Fine Papers</u>	
Cornwall, Ontario	212, 338.68
St. Catharines, Ontario	77
<u>Domtar Merchants</u>	
Buntin Reid, Ontario locations	1291
La Maison du papier, Montréal Québec	218
<u>Newsprint and Groundwood Specialties</u>	
Dolbeau, Québec	85.252.25
<u>Kraft Pulp</u>	
Lebel-sur-Quévillon, Québec	1492
<u>Forest Products</u>	
Mistassini, Québec	1495
Val d'Or, Matartic, Matagami, Québec	3057
<u>Packaging</u>	
Red Rock, Ontario	528, 255
Trenton, Ontario	1470
Calgary, Alberta	539
Duburger, Québec	486
Edmonton, Alberta	403
Moncton, New Brunswick	882
Molson, Montréal, Québec	205
Richmond, British Columbia	433

AMENDMENTS

TO THE

DOMTAR PENSION PLAN FOR UNIONIZED EMPLOYEES,
AS AMENDED FROM THE DATE OF ITS INCEPTION
ON JANUARY 1.1963

PROPOSED BY DOMTAR INC.

TO THE

COMMUNICATION, ENERGY AND PAPERWORKERS UNION OF CANADA
AND ITS LOCALS

in **Montreal**

on October 6, 1993

AMENDMENTS PROPOSED BY DOMTAR MC.
TO THE DOMTAR PENSION PLAN FOR UNIONIZED EMPLOYEES
AS AMENDED FROM THE DATE OF ITS INCEPTION
ON JANUARY 1, 1963

DOMTAR INC. proposes the following amendments to the Domtar Pension Plan for Unionized Employees, subject to the approval of the Québec Pension Board, Revenue Canada, the Board of Directors of Domtar Inc. and subject further to relevant legislation/

1. Effective date of proposed amendments

The amendment proposed shall be effective on the date stated but in no event earlier than May 2, 1993. However, amendments which are stated to be effective on May 2, 1993 shall be applicable to participants whose 65th birthday falls on May 1, 1993. Amendments to the Pension Plan are on behalf of active employees who are contributory members of the Pension Plan as of the effective date of the amendments except that amendments to the bridging supplement are on behalf of all employees.

2. Employee contributions

Effective January 1, 1994, any active member will have to pay a regular contribution determined as follows:

- (a) 35% of his pensionable earnings up to the Year's Maximum Pensionable Earnings (YMPE) under the C/QPP, plus
- (b) 5% of his pensionable earnings in excess of the YMPE.

Pensionable earnings include straight earnings shift and Sunday premiums, as well as bonuses, but exclude payments for overtime and vacations not taken, taxable benefits, special payments and expense reimbursements.

Effective January 1, 1994, employee contributions will be deducted in accordance with the formula defined in the amended plan text without annualization.

Effective January 1, 1994, with respect to the vacation payment of 2.4% of annual earnings, only 2% of earnings, excluding overtime, will be used for calculating employee contributions.

3. Pension Benefit Formula

- (a) Career average earnings pension formula

Effective January 1, 1994, the member's annual pension for his contributory service from January 1, 1994 will be 40% of his regular contributions paid after

that date plus 40% of any deemed contributions for eligible long term disability periods after that date.

(b) Temporary formula

A participant who retires after May 1, 1993 and before the expiry date of this Memorandum of Agreement will receive under the terms of the Pension Plan, a pension benefit equal to the greater of:

- (i) the benefit accrued to the date of retirement under the existing plan; or
- (ii) 1.65% of the participant's average annual earnings during the 5 years prior to his retirement date for which the participant's earnings were the highest multiplied by the number of years of contributory service prior to retirement minus 1/35th of the maximum retirement benefit payable at age 65 under the C/QPP in the calendar year of retirement multiplied by the number of years of contributory service between January 1, 1966 and the date of retirement this number being limited to 14; or
- (iii) for a participant who is in receipt of long term disability benefits or disability benefits under a Workers' Compensation Act at the time of retirement 1.65% of the participant's average annual earnings during the five years prior to retirement for which his earnings were the highest multiplied by the number of years of contributory service prior to retirement, minus 1/35th of the maximum retirement benefit payable at age 65 under the C/QPP in the calendar year of the onset of disability, multiplied by the number of years of contributory service between January 1, 1966 and the date of retirement up to a maximum of 14 years.

Average annual earnings are based on the hourly rate for the participant's job classification during the best 5 years of employment. If a participant's earnings during any of the five 12-month periods immediately preceding his retirement do not reflect a normal annual schedule of hours for that period for reasons other than a leave of absence, the participant's earnings for that 12-month period shall be adjusted to reflect his normal annual schedule of hours.

Those hourly rates are multiplied by the number of regularly scheduled hours including shift premiums and Sunday premiums for which they apply and the total is divided by 5.

Benefits payable upon early retirement shall be subject when applicable, to the reduction factors and other conditions provided under the terms of the Pension Plan, as modified under the present Memorandum of Agreement.

4. **Early retirement**

- (a) A participant who retires early from the Corporation after having completed 20 years of continuous service and attained age 58 or more, will be entitled to pension benefits calculated in the same manner as if he was retiring at his normal retirement date, subject to the minimum pension reduction required under the Regulation of the Income Tax Act
- (b) If he has not attained age 58 but has reached age 55 and has completed 20 years of continuous service, he will receive a percentage of the pension benefits he would have been entitled to receive at his normal retirement date subject to the minimum pension reduction required under the Regulations of the Income Tax Act. The percentage will vary as follows according to his age at the time of retirement

Age 57 - 94%

Age 56 - 88%

Age 55 - 82 %

The applicable percentage shall be prorated according to the Participant's years and months of age at the time of retirement.

Notwithstanding the above, when more favourable, the provisions of the Pension Plan in effect April 30, 1987 which apply to early retirement will remain in effect for employees hired prior to May 1, 1987.

5. **Bridging supplement**

Subject to the exception in Clause (4) (d) of Article VI of the Pension Plan text, effective May 2, 1993 an employee who has accumulated at least 20 years of continuous service with the Corporation and who retires from the Corporation upon attainment of age 55 or more shall be entitled to receive a bridging Supplement equal to the number of full years of continuous service with the Corporation up to a maximum of 30 years, multiplied by the following amounts subject to the maximum bridging supplement under the Regulations of the Income Tax Act.

- (a) for those who retire after their 60th birthday: \$15 per month:
- (b) for those who retire after their 58th birthday but not later than their 60th birthday: \$28 per month reducing to \$15 per month upon the first of the month following attainment of age 60; the above \$28 amount will increase to \$30 for employees retiring from May 2, 1996:
- (c) for those who retire before their 58th birthday: the amounts established under the above paragraph (b) reduced by 2/3 of 1% (8% a year) for each complete month between the early retirement date and the 58th birthday of the employee

Starting in 1994, the Corporation will pay to the pension fund the annual cost of the bridging supplement for non-participants from its general funds whether or not there is a surplus in the pension fund. These amounts shall be separately identified in the actuarial reports and the financial statements of the pension fund.

Note: The bridging supplement available to all employees in a bargaining unit participating in the Pension Plan whether or not a participant of the Pension Plan.

6. Post-retirement adjustment

The Pension Plan will be amended to provide for annual post-retirement adjustments, effective January 1, 1997, equivalent to 50% of the CPI increase, to a maximum increase, of 5%, for the period indicated below for participants retiring from the Corporation after May 1, 1987.

The following definitions will apply:

- CPI means the Consumer Price Index for Canada, aggregate (1981 = 100), as published by Statistics Canada:
- *Post-retirement adjustment means*, in respect of any calendar year, 50% of the percentage increase in the CPI within a period of 12 months ending in October of the preceding year, as published by Statistics Canada, to a maximum of 5%. The post-retirement adjustment shall be rounded to the nearest one-tenth of 1%.

The amount of basic pension paid to the eligible participant will be increased on January 1, 1997 and annually thereafter until the expiry date of this Memorandum of Agreement.

This annual increase shall be equal to the post-retirement adjustment, multiplied by the basic pension in payment. For a new retiree the first adjustment is also multiplied by the percentage representing the lesser of 12 or the number of months between the retirement date and January 1 of the year following the retirement date, divided by 12.

For those retirees who elect the level income option the post-retirement adjustments will be applied to the amount of pension he would have received had he not elected the level income option both before and after age 65.

Should applicable government legislation require compulsory post-retirement pension adjustment, the above adjustment would be reduced by the legislated adjustment.

7. Enrolment

An employee hired on or after January 1, 1994 must, as a condition of employment join the Pension Plan as soon as he is eligible

8. Full text of the Pension Plan

The full text of the Pension Plan shall be amended in language and in form as may be necessary in order to integrate the above terms and proposals.



DOMTAR INC.

3 721 C, Montréal, Canada H3C 3M1
P.O. Box 7210, Montréal, Canada H3C 3M1
(514) 848-5400

Montréal, October 6, 1993

Communication, Energy and
Paperworkers Union of Canada
c/o Mr. Edmond Gallant
Executive Vice-President - Québec

Object: Domtar Pension Plan for Unionized Employees

Mr. Gallant:

As per our discussions, the Corporation is committed to render permanent the temporary pension formula (with the exception of post-retirement adjustments) as of January 1st, 1996. Before proceeding, the Corporation and the unions will meet to analyse the financial situation of the Corporation and of the negotiated pension fund with the objective of establishing the modification is financially acceptable.

Sincerely,


Georges Cubana
Corporate Director
Employee Relations

GC/mm

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