

# **AGREEMENT**

**1998 – 2004**

**For Members of:**

**THE COMMUNICATIONS, ENERGY AND PAPERWORKERS  
UNION OF CANADA, CLC,  
LOCAL 212 & LOCAL 338**

**This is the property of:**

---

**01223 06)**

**INDEX**

	<b><u>SECTION</u></b>	<b><u>PAGE</u></b>
Automation & Tech. Change	31	47
Bereavement Leave	26	38
Call Ins	20 30	
Changes of Wires and Clothing	22 31	
Deduction of Union Dues	5	6
Discrimination (Non)	33	49
Flexibility	12 (c) (d)	23
Floating Holidays	25	37
Grievance Procedure	9	9
Group Insurance Provisions	10	11
Job Assignments and Transfers	12 22	
Job Security	8	8
Leave of Absence	32	49
Membership	4	5
Mill Holidays & Operations During Holidays	23 32	
Overtime	19	29
Overtime for Day Workers	17	28
Overtime for Tour Workers	18	28
Pay for Mill Holidays	24	36
Pay for Jury Duty	27	39
Pension Plan	11	22
Preamble - Labour Agreement	3	
Promotions and Demotions	29	43
Purpose of Agreement	1	3
Recognition	2	3
Rules for Day & Tour Workers	15 26	
Severance Pay	8	8
Schedule of Hours	14	26
Schedule of Operations	13 25	
Seniority	30	44
Shift Differential	7	7
Starting and Stopping Times (Day Workers)	16	27
Sunday Work	21	31
Term of Agreement	3	5
Vacations	28	39
Wages	6	6

Appendix "A" - Wage Schedule & JCP Scale	51
App "B" - General Mill Rules	61
App "C" - Terms of Reference	62
12 Hour Shifts	66
App "D" - Trades Apprenticeship	67
App "E" - Maintenance Agreement	75
Memorandum of Agreement	80

## **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 Communication Papers Division, Cornwall Business Center, located at 800 Second Street West, 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 six years subject to Memorandum of Agreement signed at Cornwall, Ontario, as of July 5, 1999. The terms and conditions of the Agreement, so amended, will remain in effect until April 30, 2004.

### **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 Communication Papers Division, Cornwall Business Center, located at 800 Second Street West, Cornwall, Ontario, 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.

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 Communication Papers Division, Cornwall Business Center, in all matters pertaining to rates of pay, hours of work, working conditions and their general welfare within the sphere of Company affairs.

- 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, 1998 to April 30, 2004 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 Communication Papers Division, Cornwall Business Center, 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 condition of employment, join such Union after thirty (30) days and will serve a probationary period of ninety (90) days and after the first thirty (30) 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 Domtar Communication Papers Division, Cornwall Business Center, 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 at present in force on the payroll as of May 1, 1999 and as amended according to the terms of the Memorandum of Agreement shall remain in effect during the term of this Agreement.

- b) Rates of pay for new jobs will be negotiated. 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.
- f) When an employee is required to temporarily replace a regular Facilitator, the employee shall receive five percent (5%) per hour over the highest classified rate paid the employees supervised, or his classified rate plus the differential, whichever is greater.

#### **SECTION 7 - SHIFT DIFFERENTIAL**

A shift differential shall be paid to shift workers for all work performed during the four hours specified in Section 15 (d) 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 - JOB SECURITY AND SEVERANCE**

### **Job Security**

The Company and the Union recognize that technological change, automation, changes in methods of process and reduction of the workforce have an impact on employees.

The company is therefore prepared to make the following commitment. Immediately following a public announcement by the Company of its intention to proceed with major project or layoff (for reasons other than market conditions) affecting the employment status of permanent employees, the company will meet with the Union involved to implement the following:

1. Special early retirement provisions
2. Freeze on the hiring of permanent employees
3. Retraining
4. Transfers to other job vacancies
5. Exercises of the bumping provisions of agreement
6. Attrition (death, retirement, voluntary resignation, discharge for cause)
7. Give consideration to displaced employees of Cornwall and St. Catherines for openings in these locations.

The Company will recognize continuous service for vacation and pension, without the need to complete another probationary period.

### **Severance Pay**

An employee who has completed at least one year of continuous service will be entitled to a severance pay equal to one week of salary per year of continuous service. One week of salary means the employee classified rate multiplied by the regular number of hours (minimum 40 hours). The years of continuous service at the time of the lay-off are prorated by any part of a year.

## 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 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, endeavor 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 representative within ten (10) days of receipt of this notification.
- c) In the event that either party shall fail to appoint a representative to the Arbitration Board within the delay provided the other party may request the Minister of Labour of the Province of Ontario to appoint a representative on behalf of the defaulting party.
- d) When the representatives have been appointed they shall meet forthwith to choose a Chairman, who, with the two representatives, shall constitute the Arbitration Board.
- e) Should the representative 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 100% of the premium cost of benefits effective July 1, 1999 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.
- ii) Dental Plan, where employees shall pay any future increases in premium costs.
- iii) 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.

Changes 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 forty thousand dollars (\$40,000), effective first of the month following date of ratification.

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 employees.

Retiree Life Insurance of \$5,000 to take effect immediately upon attaining age 65, at no cost to the retiring employee.

d) **Life Insurance for Dependents:**

Dependent Life Insurance shall be provided on the following basis:

i) Spouse - \$10,000

The spouse's Life Insurance will be reduced to \$500 upon the employee's retirement and cancelled on his death.

ii) Each unmarried dependent child:

a) for each unmarried dependent child aged from 14 days but less than 19 years, (twenty-five (25) years when a student full-time), wholly dependent on the employee for support, \$5,000.

e) **Accidental Death & Dismemberment:**

All eligible employees shall be provided with Accidental Death and Dismemberment coverage in the amount of forty thousand dollars (\$40,000) effective first of the month following date of ratification.

f) **Weekly Indemnity:**

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

Effective May 1, 2000, the maximum Weekly Indemnity coverage will be increased to \$540 or the E.I. maximum, whichever is greater, for eligible employees actively at work on that date.

Effective May 1, 2001, the maximum Weekly Indemnity coverage will be increased to \$560 or the E.I. maximum, whichever is greater, for eligible employees actively at work on that date.

Effective May 1, 2002, the maximum Weekly Indemnity coverage will be, increased to \$580 or the E.I. maximum, whichever is greater, for eligible employees actively at work on that date.

Effective May 1, 2003, the maximum Weekly Indemnity coverage will be increased to \$600 or the E.I. 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.

E.I. 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 hospitalization, a minimum of twelve (12) hours of outpatient hospitalization 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 \$25,000 less any benefits paid in the immediately preceding two (2) calendar years.

Deductible:     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 as defined in the preceding paragraphs, for all eligible employees actively at work on that date.

The maximum monthly benefit is \$2,300 for an employee who commences weekly indemnity on or after July 1st 1999.

Effective May 1, 2002, the maximum monthly benefit \$2,400 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), W.S.I.B. 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.

Installment 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 WSIB 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 May 1, 1999, the Dental Plan to provide payment based on the 1998 Ontario Dental Association

(ODA) Schedule of Dental Fees.

Effective May 1, 2000, payment will be based on the 1999 Ontario Dental Association’s (ODA) Schedule of Dental Fees.

Effective May 1, 2001, payment will be based on the 2000 Ontario Dental Association’s (ODA) Schedule of Dental Fees.

Effective May 1, 2002, payment will be based on the 2001 Ontario Dental Association’s (ODA) Schedule of Dental Fees.

Effective May 1, 2003, payment will be based on the 2002 Ontario Dental Association's (ODA) Schedule of Dental Fees.

Effective May 1, 2004, payment will be based on the 2003 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 continued 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 24-month period
- iv) Bite-wing x-ray 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 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 bridgework, removable partial or complete dentures).

The replacement of an existing appliance (fixed bridgework, 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 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 practicing within the scope of his license.

## **Module III**

Orthodontics  
No Deductible

50% payable, \$1500 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**

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 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) Flexibility:
  - i) Flexibility is understood to be a mutually agreed arrangement that benefits the Company's productivity and profitability but does not jeopardize the employee's health or safety.

Area Steering Committees will identify what flexibility is required in their area.

If the Area Steering Committees cannot reach agreement on flexibility, then the flexibility issue will be referred to the Joint Union Management Mill Steering Committee for resolution.

Flexibility recommendations will be submitted to the Joint Union Management Mill Steering Committee for approval.

- ii) Flexibility - Operating Employees
  - Will work as a team.
  - Will work with and assist Maintenance employees.
  - Will perform minor maintenance.
  - Will inspect all areas related to the operation of their equipment.
  - Will take direction from the top operator in their line. The top operator in the line has responsibility for the crew and complete operation of the machine (quality, safety, costs within their control, production, etc.)

Area Steering Committees should explore other opportunities for flexibility.

- iii) Flexibility - Maintenance Employees
 

All Maintenance employees will be expected to perform work, other than their classified trade or job within the Maintenance Department, which they are capable of performing.
- iv) Job Security
 

Subject to Section 30 (5) "Seniority" of the Collective Agreement with Locals 212 and 338 and Article 17 (a) "Lay-off-Recalls" of the Collective Agreement with Local 68, the 835 employees (which includes Spare Crew) in Locals 212 and 338 and the 72 employees (including relief) in Local 68, as of April 5th 1992, with the most mill seniority, will be provided a job in the Mill as per the following:

Any classified or spare crew job loss, resulting from flexibility or process changes will be achieved only through attrition, the list to be reviewed annually. Any other job loss will be handled in accordance with the terms of the appropriate Collective Agreement.
- v) Commitment
 

The Union and the Company are committed to the continuance of a Joint Steering Committee to identify



and develop projects and activities which contribute to the long-term viability of the Cornwall Mill.

- vi) Maintenance Training Incentive in accordance with Flexibility 96 Program. It is understood that at the time of signing of the memorandum, oilers were not part of trade flexibility.

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 C1 A & above	\$0.50 per hour
Trades C1 B	\$0.25 per hour
Trades C1 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.

Past Agreements

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

**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 recognized that the adoption of the forty (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.
- c) Whenever possible, the final schedule for the given week will be posted no later than Thursday noon of the previous week.

#### **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/her shift/day.

If an employee is prevented from reporting for his scheduled shift/day, he must notify the Security Guard at the Main Gate at least four (4) hours before the shift/day commences.

After an employee has been absent from work, even for one shift/day, he must notify the Security Guard at the Main Gate at least four (4) hours prior to the beginning of the shift/day return to work.

- c) Employees late for work may commence work only with the permission of his Facilitator.
- d) Unless the 12-hour shift schedule (Appendix C) applies, 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.

- e) Each shift shall rotate in sequence weekly unless changed by agreement. Employees are not to change shift without permission from their Facilitator.
- f) 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.
- g) 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 recognized 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.

In the event of an employee being required to work on his days of 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 designate 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.

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.
- d) Call-Ins will be paid only if the employee has left the Mill.

### **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.

Day workers who work 6 hours or more on Sunday will be paid time and one half for each hour worked on the following Friday provided they have not exercised their option in the above paragraph and taken a day off during the week

### **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).
- g) A clothing change is understood to mean the removal of the existing wire, felt and its concurrent replacement with another piece of clothing.

### 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.

**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.

**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.



**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.

- b) These shutdown periods do not apply to the Boiler House, Waste Treatment Operator and Kraft Recovery Plant, which must necessarily operate, as is customary on all days. If exceptional circumstances arise whereby work necessary to production must be done, it is understood that the employee will cooperate 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 maintenance 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 operate the Mill during Mill holidays 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 a Mill holiday 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 Sunday may take a compensating holiday without pay (one per mill holiday) within the same calendar year, next calendar year for Christmas, 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 40 hour shut at Christmas and the 24 hour shuts on the August Civic Holiday and Labour Day will be an operating holiday where the required staffing will be done on a voluntary basis. When production is maintained during these holidays, workers will be scheduled as per their regular schedule. The company will advise the Union and post the work schedule 30 days prior to the holiday.

A regular scheduled employee who chooses not to work will notify his supervisor no later than 21 days in advance of the holiday. In order to fill a vacant position preference will be given to qualified employees by departmental seniority with the skills to perform the work, respecting line of progression rules where applicable, rules for statutory holiday replacement and scheduling permitted. Should additional employees be required the company will post for the required volunteers. If the company is unable to obtain sufficient number of volunteers, production will not be scheduled. The staffing procedures can be modified locally by mutual agreement between the Company and the Union.

- 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.

#### **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 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.

There is one statutory holiday, per Mill holiday shut, given to an employee who is scheduled to work a complete shift. The only exception is the 40 hour shut at Christmas where an employee who is scheduled to work two (2) complete shifts over the 40 hour shut at Christmas may elect to work one complete shift and allow another employee to work his other scheduled shift. In this case, the second employee will be given a statutory holiday provided he works the complete shift.

- 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.

- d) 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.
- e) Employees on leave of absence due to sickness or non-industrial 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 three (3) 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:
- i) summer students who will receive their floating holiday pay on termination; and
  - ii) those employees who are prevented for reason of their absence from work due to illness or accident from taking the balance of their entitlement before the end of the contract year who will be paid for same in the first week after the end of that contract year.

- 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) Up to five (5) days compassionate leave, with pay, will be granted to an employee losing time from regular work due to the death of a 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 due to the death of a 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) An extra day can be granted in cases requiring extensive travel.
- 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 a) and b) 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 or 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 governed by the terms of the Contract are entitled to vacation with pay as follows:

- i) An employee hired between October 1st and April 30th, inclusive, shall be granted one (1) day of vacation for each complete calendar month of service prior to May 1st.
- ii) An employee who has completed one (1) year of continuous service and less than four (4) as of September 30th, shall be entitled to two (2) weeks of annual vacation with pay.
- iii) An employee who has completed four (4) years of continuous service and less than nine (9) 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 and less than twenty (20), (18) effective May 1, 2000 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.

Effective May 1, 2000 an employee who has completed eighteen (18) 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.

Effective May 1, 2000 an employee who has completed twenty three (23) 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.

c) **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 prior to age 62 - 2 weeks  
 After age 62 and prior to age 63 - 3 weeks  
 After age 63 and prior to age 64 - 4 weeks  
 After age 64 and prior to age 65 - 5 weeks

- 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.
- iii) Supplementary vacation may not be taken during the period of May 1st to September 30th, except with permission of the Company.



- iv) Pay shall be at the rate of forty (40) times an employee's classified rate or 2.4% of previous year's earnings, whichever is greater per week of entitlement.

d) **Time Vacations may be taken**

- i) The third, fourth, fifth, sixth and seventh week of vacation 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 first and second week of vacation to which an employee is entitled shall normally be taken in the period May 1st to September 30th.
- iii) The time at which vacations will be taken shall be arranged mutually between the Union and the Company. In planning the vacation schedule, it is understood that a Committee representing the Union will meet with the respective Superintendent of each department to arrange the vacation period equitably and in a manner suitable to Management. It is also agreed and understood that the matter of mill seniority must apply in the selection of vacation date
- iv) Employees may be granted more than two (2) consecutive weeks of vacation outside the period May 1st to September 30th.
- v) 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 same time.

e) **Pay for Vacations**

- i) An employee hired between October 1st and April 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) In the case of employees working on a reduced work schedule by reason of their physical condition, the calculation shall be made on the basis of 2.4% of annual earnings or the number of scheduled hours times their classified rate, whichever is greater, for each week of vacation entitlement.
- iv) Normal payroll deductions will be made from vacation pay.
- v) Time lost as a result of an occupational injury for which WSIB is paid, shall be considered as time worked for the purpose of vacation entitlement.

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

- vi) Forty (40) 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.

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

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, an employee 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.
- g) In a line of progression, when an employee is undergoing training in a job which is more than two (2) steps above that of the employee's regular classified rate, the rate of pay paid to the employee undergoing such training will be that of two (2) steps below that of the job on which the training is occurring.

### **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 recognized 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 recognized 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-off 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 "3" 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 subsection (iv) below.
  
- iii) An employee who is displaced from a job by a temporary reduction in work of more than a total of seven (7) days will be entitled to secure another position by first exercising his departmental seniority and secondly his mill seniority. The displaced employee will assume a job in the department or the mill, held by a junior employee, which he can perform without training or after having been given two (2) weeks of training to perform the job he has assumed, and a junior employee will be laid off.
  
- v) For a classified employee, excluding spare crew, a week of lay-off is defined as one in which an employee is offered work of less than twenty-four (24) hours in a calendar week or called to work for less than twenty-four (24) hours.
  
- f) An employee who is laid off for lack of work 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 in the reverse order of their lay-off.

### **SECTION 31 - 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 subcommittee 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, retraining, 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 setback, 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.
- g) 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 32 - LEAVE OF ABSENCE**

An employee who is elected to the Federal or Provincial Legislature or accepts a position with the National Union, 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 33- 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.

IN WITNESS THEREOF the parties hereto have caused this Agreement to be signed by their duly authorized representatives



this \_\_\_\_ day of \_\_\_\_\_, 2000.

**DOMTAR INC.  
DOMTAR PAPERS  
CORNWALL MILL**

**COMMUNICATIONS,  
ENERGEY &  
UNION, CLC,  
LOCAL 212 & LOCAL 228**

---

**Claude Belley  
Vice President  
Cornwall Business Center.**

---

**Andre Foucault  
Representative**

---

**Richard Lafontaine  
Human Resources Manager**

---

**Wayne Belmore  
President, Local 212**

---

**Richard Acheson  
Human Resources Coordinator**

---

**Bob Mayer  
President, Local 338**

**WAGE SCHEDULE APPENDIX "A"**

<b>DEPT</b>	<b>JCP</b>	<b>May 1</b>	<b>May 1</b>	<b>May 1</b>	<b>May 1</b>	<b>May 1</b>
	<b>CL</b>	<b>1999</b>	<b>2000</b>	<b>2001</b>	<b>2002</b>	<b>2003</b>
<b>Woodroom</b>						
<b>Scalers</b>						
3954 Scaler WDRM	09	20.66	21.16	21.58	22.01	22.45
<b>Drum Barking</b>						
3001 Acting Supv. Woodroom	25.33	25.85	26.37	26.89	27.43	
3015 Knife Grinder WDRM	05	19.73	20.23	20.63	21.04	21.46
3006 Wood Handler	03	19.32	19.82	20.22	20.62	21.03
3007 Utility Relief WDRM		18.88	19.38	19.77	20.17	20.57
<b>Woodroom</b>						
3014 Panel Operator WDRM	12	21.44	21.94	22.38	22.83	23.29
3016 Screen Room Op. WDRM	06	19.96	20.46	20.87	21.29	21.72

**Yard**

**Hoists**

3894 Hoist Engineer		24.12	24.62	25.11	25.61	26.12
3896 Hoist Operator Certified	23.59	24.09	24.57	25.06	25.56	
3895 Hoist Op. without Certificate		21.40	21.90	22.34	22.79	23.25
3909 Hoist Apprentice 4th Year		20.78	21.28	21.71	22.14	22.58
3893 Paralift Operator		19.98	20.48	20.89	21.31	21.74
3897 Hoist Apprentice 1st Year		18.88	19.38	19.77	20.17	20.57
<b>Payloaders</b>						
3882 Payloader WDRM Chip Pile	08	20.43	20.93	21.35	21.78	22.22
3888 Yard Payloader Operator	07	20.19	20.69	21.10	21.52	21.95
<b>Mill Yard</b>						
3883 Yard Lead Hand		21.45	21.98	22.42	22.87	23.33
3886 Payloader Op. Yard	07	20.19	20.69	21.10	21.52	21.95
3904 Track Repair	07	20.19	20.69	21.10	21.52	21.95
3889 Labourer Yard	01	18.91	19.41	19.80	20.20	20.60

**Kraft Mill****H.W. Kraft Recovery**

3082 Liquor Burner KM	17	22.87	23.37	23.84	24.32	24.81
3085 Liquor Burner Helper KM05		19.73	20.23	20.63	21.04	21.46
3056 # 2 Utility KM	03	19.32	19.82	20.22	20.62	21.03
3610 Operator #12 Boiler	21	24.11	24.61	25.10	25.60	26.11
3606 Operator Helper #12 Rec	05	19.73	20.23	20.63	21.04	21.46

**Recausticizing**

3074 Liquor Maker KM	10	20.92	21.42	21.85	22.29	22.74
3084 Calciner Operator	10	20.92	21.42	21.85	22.29	22.74

<b>DEPT</b>	<b>JCP</b>	<b>May 1</b>	<b>May 1</b>	<b>May 1</b>	<b>May 1</b>	<b>May 1</b>
	<b>CL</b>	<b>1999</b>	<b>2000</b>	<b>2001</b>	<b>2002</b>	<b>2003</b>

**Hard Wood Kraft Unbleached**

3032 Cook KM	20	23.79	24.29	24.78	25.28	25.79
3034 Brown Stock Washer	11	21.19	21.69	22.12	22.56	23.01
3037 Cook 1st Helper KM	06	19.96	20.46	20.87	21.29	21.72
3059 Labourer KM		18.88	19.38	19.77	20.17	20.57

**H.W. Kraft Bleached**

3033 Bleach Operator KM	16	22.56	23.06	23.52	23.99	24.47
3035 Bleach Helper KM	08	20.43	20.93	21.35	21.78	22.22

**CIO2 Plant**

3046 Chemical Unloader KM	05	19.73	20.23	20.63	21.04	21.46
3062 Utility Relief KM & Chl	18.88	19.38	19.77	20.17	20.57	

**Kraft Mill General**

3031 Acting Supv. KM		24.98	25.50	26.02	26.54	27.08
----------------------	--	-------	-------	-------	-------	-------

**Chlorine Plant**

3552 Lead Hand Chlorine	19	23.48	23.98	24.46	24.95	25.45
3553 Chlorine Plant Operator	12	21.44	21.94	22.38	22.83	23.29

**Recycled Bleach Corrugated**

3092 CRBC Day Operator		24.48	24.98	25.46	25.95	26.45
3090 CRBC Operator (Panel)	19	23.48	23.98	24.46	24.95	25.45
3089 CRBC Operator Field		21.02	21.52	21.95	22.39	22.84
3087 CRBC Raw Mat. Coord.	07	20.19	20.69	21.10	21.52	21.95
3088 CRBC Operator Truck		20.10	20.60	21.01	21.43	21.86

**Steam Plant**

3601 1st Cl Act. Supv. Steam		28.47	29.02	29.60	30.20	30.81
3611 Acting Supv. Steam		27.11	27.64	28.19	28.76	29.34
3616 1st Cl Stm Lead Hand Days		27.11	27.64	28.19	28.76	29.34
3617 Steam Lead Hand Days	28	26.54	27.04	27.58	28.13	28.69
3602 Shift Engineer Steam Plt	26	25.82	26.32	26.85	27.39	27.94
3604 Operator #10&11 Boiler	15	22.28	22.78	23.24	23.70	24.17
3607 Mill Steam Attendant	13	21.72	22.22	22.66	23.11	23.57
3612 Utility Steam Plant	07	20.19	20.69	21.10	21.52	21.95

**Stock Preparation****Stock Prep Dept**

2131 Acting Supervisor SPD		26.37	26.89	27.43	27.97	28.53
2126 Beater Engineer SPD	24	25.11	25.61	26.12	26.64	27.17
2127 Colourer	14	21.99	22.49	22.94	23.40	23.87
2128 Colour Assistant # 6 & 7 PM	13	21.72	22.22	22.66	23.11	23.57
2146 Panel Board Operator SPD	11	21.19	21.69	22.12	22.56	23.01

**DEPT****JCP CL May 1 1999 May 1 2000 May 1 2001 May 1 2002 May 1 2003**

2147 Starch Size Maker	08	20.43	20.93	21.35	21.78	22.22
2143 Pulper Operator SPD	05	19.73	20.23	20.63	21.04	21.46
2125 Utility Relief SPD	18.88	19.38	19.77	20.17	20.57	
2149 General Labourer SPD		18.88	19.38	19.77	20.17	20.57

**Paper Mill General**

2100 Clothing Assistant	17	22.87	23.37	23.84	24.32	24.81
2113 Clothing Person	17	22.87	23.37	23.84	24.32	24.81
2112 Service Crew Lead Hand	11	21.19	21.69	22.12	22.56	23.01
2094 Service Crew Hand	05	19.73	20.23	20.63	21.04	21.46
2115 Assistant Coreperson	04	19.52	20.02	20.42	20.83	21.25
2119 SPD Supply Crew	04	19.52	20.02	20.42	20.83	21.25

**Paper Mill****Paper Mill General**

2211 Acting Supervisor PM	27.71	28.23	28.80	29.38	29.97
---------------------------	-------	-------	-------	-------	-------

**#1 Paper Machine**

2152 Machine Tender # 1 PM	25.43	25.93	26.45	26.98	27.52
2153 Back Tender # 1 PM	23.89	24.39	24.88	25.38	25.89
2154 Third Hand # 1 PM	22.19	22.69	23.14	23.60	24.07
2158 Coater Operator	21.69	22.19	22.63	23.08	23.54
2155 Fourth Hand # 1 PM	21.09	21.59	22.02	22.46	22.91
2160 Extra # 1 PM (Temporary)	19.56	20.0	20.46	20.87	21.29
2244 Utility Relief #1	18.88	19.3	19.77	20.17	20.57

**#6 Paper Machine**

2192 Machine Tender # 6 PM	25.43	25.93	26.45	26.98	27.52
2193 Back Tender # 6 PM	23.89	24.39	24.88	25.38	25.89
2194 Third Hand # 6 PM	22.19	22.69	23.14	23.60	24.07
2195 Fourth Hand # 6 PM	21.09	21.59	22.02	22.46	22.91
2196 Fifth Hand # 6 PM	19.87	20.37	20.78	21.20	21.62
2198 Spare Hand 6 & 7	19.20	19.70	20.09	20.49	20.90

**#7 Paper Machine**

2202 Machine Tender # 7 PM	26.39	26.89	27.43	27.98	28.54
2203 Back Tender # 7 PM	24.65	25.15	25.65	26.16	26.68
2204 Third Hand # 7 PM	22.71	23.21	23.67	24.14	24.62
2205 Fourth Hand # 7 PM	21.47	21.97	22.41	22.86	23.32
2206 Fifth Hand # 7 PM	19.99	20.49	20.90	21.32	21.75
2208 PM Labourer Untrained	18.88	19.38	19.77	20.17	20.57
2212 Utility 6 & 7	18.88	19.38	19.77	20.17	20.57
2213 Utility Relief 6 & 7	18.88	19.38	19.77	20.17	20.57

**#9 Coater**

2242 Machine Tender Coater	18	23.16	23.66	24.13	24.61	25.10
----------------------------	----	-------	-------	-------	-------	-------

**DEPT**

<b>JCP</b>	<b>May 1</b>	<b>May 1</b>	<b>May 1</b>	<b>May 1</b>	<b>May 1</b>
<b>CL</b>	<b>1999</b>	<b>2000</b>	<b>2001</b>	<b>2002</b>	<b>2003</b>

2243 Wet End Operator	12	21.44	21.94	22.38	22.83	23.29
2255 Truck Operator Coater	06	19.96	20.46	20.87	21.29	21.72
2264 Coater Wet End Helper	05	19.73	20.23	20.63	21.04	21.46
2266 Spare Hand Coater		19.58	20.08	20.48	20.89	21.31
2267 Coater Dry End Helper		19.58	20.08	20.48	20.89	21.31
2268 Utility Relief # 9	18.88	19.38	19.77	20.17	20.57	

**Finishing****Palletizer**

2330 Palletizer Operator	06	19.96	20.46	20.87	21.29	21.72
--------------------------	----	-------	-------	-------	-------	-------

**#17 Cut Size Sheeter**

2325 Sheeter Operator # 17 CSS	16	22.56	23.06	23.52	23.99	24.47
2326 Assistant Operator # 17 CSS	11	21.19	21.69	22.12	22.56	23.01
2327 Packer Operator # 17 CSS	08	20.43	20.93	21.35	21.78	22.22
2329 Senior Loader # 17 CSS	06	19.96	20.46	20.87	21.29	21.72
2328 Piler # 17 CSS		18.88	19.38	19.77	20.17	20.57

**#14 Folio**

2315 Sheeter Operator # 14 Folio	11	21.19	21.69	22.12	22.56	23.01
2316 # 14 Intermediate Operator		19.58	20.08	20.48	20.89	21.31
2318 # 14 Entry Operator		19.23	19.73	20.12	20.52	20.93

**#15 Folio**

2322 Sheeter Operator # 15 Folio	12	21.44	21.94	22.38	22.83	23.29
2323 # 15 Entry Operator		19.58	20.08	20.48	20.89	21.31

**#18 Folio**

2494 Line Leader # 18 Folio	18	23.16	23.66	24.13	24.61	25.10
2495 Operator # 18 Folio	12	21.44	21.94	22.38	22.83	23.29

**#2 Board Cutter**

2416 Cutter Operator # 2 Board	12	21.44	21.94	22.38	22.83	23.29
2417 # 2 Board Entry Operator		19.58	20.08	20.48	20.89	21.31

**Roll Wrapping Valley**

2345 Roll Wrapper Operator	08	20.43	20.93	21.35	21.78	22.22
2352 Roll Wrapper Desk	07	20.19	20.69	21.10	21.52	21.95
2353 Roll Wrapper Press	04	19.52	20.02	20.42	20.83	21.25
2354 Roll Wrapper Belt	04	19.52	20.02	20.42	20.83	21.25

**#3 Rewinder**

2339 Rewinder Operator		20.40	20.90	21.32	21.75	22.19
2338 Rewinder Entry Operator	19.40	19.90	20.30	20.71	21.12	

**#3 Embosser**

2413 Operator #1&3 Embosser	09	20.66	21.16	21.58	22.01	22.45
-----------------------------	----	-------	-------	-------	-------	-------

**Skid Packing**

2397 Head Skid Packer	06	19.96	20.46	20.87	21.29	21.72
2400 Utility Skid Packer	05	19.73	20.2	20.63	21.04	21.46

**DEPT**

**JCP**    **May 1** **May 1** **May 1** **May 1** **May 1**  
**CL**    **1999** **2000** **2001** **2002** **2003**

**FR Labelling**

2475 Label Makeup Inspector	06	19.96	20.46	20.87	21.29	21.72
-----------------------------	----	-------	-------	-------	-------	-------

**Skid Repiling**

2476 FR Service Crew	05	19.73	20.23	20.63	21.04	21.46
----------------------	----	-------	-------	-------	-------	-------

**Box Shop**

2445 Sawyer Supply Days	05	19.73	20.23	20.63	21.04	21.46
2447 Sawyer Supply	05	19.73	20.23	20.63	21.04	21.46

**Carton Supply**

2464 Supply Package	08	20.43	20.93	21.35	21.78	22.22
---------------------	----	-------	-------	-------	-------	-------

**FR General Handling**

2465 Crane Operator FR	07	20.19	20.69	21.10	21.52	21.95
------------------------	----	-------	-------	-------	-------	-------

2458 Roll Decker # 1 PM	06	19.96	20.46	20.87	21.29	21.72
-------------------------	----	-------	-------	-------	-------	-------

2453 Roll Decker # 6 PM	05	19.73	20.23	20.63	21.04	21.46
-------------------------	----	-------	-------	-------	-------	-------

2456 Truck Operator General FR	05	19.73	20.23	20.63	21.04	21.46
--------------------------------	----	-------	-------	-------	-------	-------

2342 FR Truck Op. Floor Mgt	19.58	20.08	20.48	20.89	21.31	
-----------------------------	-------	-------	-------	-------	-------	--

**Broke Crew**

2432 Broke Crew Head	08	20.43	20.93	21.35	21.78	22.22
----------------------	----	-------	-------	-------	-------	-------

2434 Broke Crew Truck Operator	05	19.73	20.23	20.63	21.04	21.46
--------------------------------	----	-------	-------	-------	-------	-------

**Finishing General**

2351 Acting Supervisor FR		24.32	24.84	25.34	25.84	26.36
---------------------------	--	-------	-------	-------	-------	-------

2479 Labourer Washroom FR	01	18.91	19.41	19.80	20.20	20.60
---------------------------	----	-------	-------	-------	-------	-------

2439 Labourer FR		18.88	19.38	19.77	20.17	20.57
------------------	--	-------	-------	-------	-------	-------

2473 Utility Relief FR	18.88	19.38	19.77	20.17	20.57	
------------------------	-------	-------	-------	-------	-------	--

**Stock Shipping**

2598 Shipping Lead Hand		21.20	21.72	22.16	22.60	23.05
-------------------------	--	-------	-------	-------	-------	-------

2584 Shipper Checker Driver	07	20.19	20.69	21.10	21.52	21.95
-----------------------------	----	-------	-------	-------	-------	-------

2594 Shipper Checker Storage	07	20.19	20.69	21.10	21.52	21.95
------------------------------	----	-------	-------	-------	-------	-------

2595 Shipper Checker Valley	07	20.19	20.69	21.10	21.5	21.95
-----------------------------	----	-------	-------	-------	------	-------

2602 SS Service Crew	19.98	20.48	20.89	21.31	21.74	
----------------------	-------	-------	-------	-------	-------	--

2597 Utility Stock Shipping	04	19.52	20.02	20.42	20.83	21.25
-----------------------------	----	-------	-------	-------	-------	-------

2599 Utility Relief SS		18.88	19.38	19.77	20.17	20.57
------------------------	--	-------	-------	-------	-------	-------

**Clarifier**

3873 Waste Treatment Operator	14	21.99	22.49	22.94	23.40	23.87
-------------------------------	----	-------	-------	-------	-------	-------

3874 Class. Environment Relief	20.86	21.36	21.79	22.23	22.67	
--------------------------------	-------	-------	-------	-------	-------	--

**Technical Department**

3842 Environment Technician	15	22.28	22.78	23.24	23.70	24.17
-----------------------------	----	-------	-------	-------	-------	-------

3858 Lab Technician	12	21.44	21.94	22.38	22.83	23.29
---------------------	----	-------	-------	-------	-------	-------

3841 Acting Supv. QC Pulp		23.39	23.92	24.40	24.89	25.38
---------------------------	--	-------	-------	-------	-------	-------

2826 Process Specialist	15	22.28	22.78	23.24	23.70	24.17
-------------------------	----	-------	-------	-------	-------	-------

2828 Furnish Tester QC	07	20.19	20.69	21.10	21.52	21.95
------------------------	----	-------	-------	-------	-------	-------

**DEPT**

<b>JCP</b>	<b>May 1</b>	<b>May 1</b>	<b>May 1</b>	<b>May 1</b>	<b>May 1</b>
<b>CL</b>	<b>1999</b>	<b>2000</b>	<b>2001</b>	<b>2002</b>	

**Quality Control Paper**

2801 Acting Supv. QC Paper		24.01	24.54	25.03	25.54	26.05
----------------------------	--	-------	-------	-------	-------	-------

2825 Control Technician QC	17	22.87	23.37	23.84	24.32	24.81
----------------------------	----	-------	-------	-------	-------	-------

2814 Paper Specialist	15	22.28	22.78	23.24	23.70	24.17
-----------------------	----	-------	-------	-------	-------	-------

2822 Paper Technician	13	21.72	22.22	22.66	23.11	23.57
-----------------------	----	-------	-------	-------	-------	-------

2812 Lab Tech # 1 PM	12	21.44	21.94	22.38	22.83	23.29
2809 Lab Tech # 6 & 7 PM	09	20.66	21.16	21.58	22.01	22.45
2816 # 9 PM Tester/Operator	08	20.43	20.93	21.35	21.78	22.22
2824 Paper Clerk QC	06	19.96	20.46	20.87	21.29	21.72
2829 Utility Relief QC	18.88	19.38	19.77	20.17	20.57	

**Materials Handling**

3792 Mat. Supplier Stores	08	20.43	20.93	21.35	21.78	22.22
3790 Stores Counter	06	19.96	20.46	20.87	21.29	21.72
3793 Materials Handler Stores	06	19.96	20.46	20.87	21.29	21.72
3907 Matls Labour		18.88	19.38	19.77	20.17	20.57

**Electrical Maintenance**

3451 Acting Supv.Elect. Flex		25.90	26.42	26.94	27.46	28.00
3472 Elect.Tech.Lead Hand Flex		25.59	26.09	26.61	27.14	27.68
3751 Acting Supv. Electrical		25.33	25.85	26.37	26.89	27.43
3452 Electric Lead Hand Flex	25.33	25.85	26.37	26.89	27.43	
3473 Electronic Tech. Flex		25.05	25.55	26.06	26.58	27.11
3772 Electronic Tech. Lead Hand		25.02	25.52	26.03	26.55	27.08
3453 Electrician CI A Flex		24.69	25.19	25.69	26.20	26.72
3474 Electronic Tech. CI A Flex		24.69	25.19	25.69	26.20	26.72
3758 Electrician CI A Shift		24.69	25.19	25.69	26.20	26.72
3752 Electrical Lead Hand		24.65	25.15	25.65	26.16	26.68
3773 Electronic Technician		24.48	24.98	25.48	25.99	26.51
3753 Electrician CI A		24.12	24.62	25.11	25.61	26.12
3774 Elect. Technician CI A		24.12	24.62	25.11	25.61	26.12
3454 Electrician CI B Flex		21.97	22.47	22.92	23.38	23.85
3475 Elect.Technician CI B Flex		21.97	22.47	22.92	23.38	23.85
3763 Electrician CI B Shift		21.97	22.47	22.92	23.38	23.85
3754 Electrician CI B		21.40	21.90	22.34	22.79	23.25
3775 Elect. Technician CI B		21.40	21.90	22.34	22.79	23.25
3487 Electrical App. CI 8 Flex	21.35	21.85	22.29	22.74	23.19	
3486 Electrical App. CI 7 Flex	21.08	21.58	22.01	22.45	22.90	
3787 Electrical App. CI 8		20.78	21.28	21.71	22.14	22.58
3786 Electrical App. CI 7		20.51	21.01	21.43	21.86	22.30
3756 Electrical Helper CI A		19.75	20.25	20.66	21.07	21.49

**DEPT**

	<b>JCP</b>	<b>May 1</b>	<b>May 1</b>	<b>May 1</b>	<b>May 1</b>	<b>May 1</b>
	<b>CL</b>	<b>1999</b>	<b>2000</b>	<b>2001</b>	<b>2002</b>	<b>2003</b>
3777 Elect. Tech. Helper CI A	19.75	20.25	20.66	21.07	21.49	
3759 Electrical Labour	18.88	19.38	19.77	20.17	20.57	

<b>Instrumentation</b>		25.90	26.42	26.94	27.46	28.00
3731 Acting Supv. Instrument	25.33	25.85	26.37	26.89	27.43	
3432 Inst.Tech.Lead Hand Flex		25.22	25.72	26.23	26.75	27.29
3438 Computer Tech. Flex		25.05	25.55	26.06	26.58	27.11
3440 Instrument/Proc.Ctrl Flex	25.05	25.55	26.06	26.58	27.11	
3433 Instrument Tech. CI A Flex		24.69	25.19	25.69	26.20	26.72
3739 Instrument Tech. CI A Shift		24.69	25.19	25.69	26.20	26.72
3732 Inst. Tech. Lead Hand		24.65	25.15	25.65	26.16	26.68
3738 Computer Technician		24.48	24.98	25.48	25.99	26.51
3740 Instrument/Proc.Ctrl Tech.		24.48	24.98	25.48	25.99	26.51
3733 Instrument Tech. CI A		24.12	24.62	25.11	25.61	26.12
3434 Instrument Tech.CI B Flex		21.97	22.47	22.92	23.38	23.85
3734 Instrument Tech. CI B		21.40	21.90	22.34	22.79	23.25
3736 Instr. Tech. Helper CI A		19.75	20.25	20.66	21.07	21.49

**Mechanical Maintenance**

3591 Acting Supv.Mech.Flex KM		25.90	26.42	26.94	27.46	28.00
3671 Act.Supv.Mech. KM		25.33	25.85	26.37	26.89	27.43
3581 Acting Supv.Mech.Flex East M		25.90	26.42	26.94	27.46	28.00
3661 Act.Supv.Mech.East Mill	25.33	25.85	26.37	26.89	27.43	
3651 Act.Supv.Mech.Flex West M		25.90	26.42	26.94	27.46	28.00
3701 Act. Supv.Mech.West Mill		25.33	25.85	26.37	26.89	27.43
3631 Act.Supv.Mech.Flex FR/SS		25.90	26.42	26.94	27.46	28.00
3691 Act. Supv.Mech. FR/SS		25.33	25.85	26.37	26.89	27.43
3571 Acting Supv.Mech. Flex Shop		25.90	26.42	26.94	27.46	28.00
3621 Act.Supv.Mech.Flex Civil		25.90	26.42	26.94	27.46	28.00
3641 Acting Supv. Mech. Shop		25.33	25.85	26.37	26.89	27.43
3681 Acting Supv.Mech.Civil	25.33	25.85	26.37	26.89	27.43	
3491 Acting Supv. Oiler		21.41	21.9	22.38	22.8	23.28
3303 Benchfitter CI A Flex		24.69	25.19	25.69	26.20	26.72
3650 Benchfitter CI A		24.12	24.62	25.11	25.61	26.12
3670 Benchfitter Helper CI A		19.75	20.25	20.66	21.07	21.49
3313 Bricklayer CI A Flex		24.69	25.19	25.69	26.20	26.72
3678 Bricklayer CI A		24.12	24.62	25.11	25.61	26.12
3314 Bricklayer CI B Flex		21.97	22.47	22.92	23.38	23.85
3680 Bricklayer CI B		21.40	21.90	22.34	22.79	23.25
3688 Bricklayer Helper CI A		19.75	20.25	20.66	21.07	21.49

<b>DEPT</b>	<b>JCP</b>	<b>May 1</b>	<b>May 1</b>	<b>May 1</b>	<b>May 1</b>	<b>May 1</b>
	<b>CL</b>	<b>1999</b>	<b>2000</b>	<b>2001</b>	<b>2002</b>	<b>2003</b>
3322 Carpenter Lead Hand Flex		25.22	25.72	26.23	26.75	27.29



3323 Carpenter Cl A Flex	24.69	25.19	25.69	26.20	26.72
3682 Carpenter Lead Hand	24.65	25.15	25.65	26.16	26.68
3683 Carpenter Cl A	24.12	24.62	25.11	25.61	26.12
3324 Carpenter Cl B Flex	21.97	22.47	22.92	23.38	23.85
3684 Carpenter Cl B	21.40	21.90	22.34	22.79	23.25
3686 Carpenter Helper Cl A	19.75	20.25	20.66	21.07	21.49
3394 Fire Prot. Lead Hand Flex	25.22	25.72	26.23	26.75	27.29
3700 Fire Protection Lead Hand	24.65	25.15	25.65	26.16	26.68
3660 HVAC Technician	24.48	24.98	25.48	25.99	26.51
3719 Labourer Maintenance	18.88	19.38	19.77	20.17	20.57
3352 Machinist Lead Hand Flex	25.22	25.72	26.23	26.75	27.29
3353 Machinist Cl A Flex	24.69	25.19	25.69	26.20	26.72
3642 Machinist Lead Hand	24.65	25.15	25.65	26.16	26.68
3643 Machinist Cl A	24.12	24.62	25.11	25.61	26.12
3354 Machinist Cl B Flex	21.97	22.47	22.92	23.38	23.85
3644 Machinist Cl B	21.40	21.90	22.34	22.79	23.25
3332 Millwright Lead Hand Flex	25.22	25.72	26.23	26.75	27.29
3333 Millwright Cl A Flex	24.69	25.19	25.69	26.20	26.72
3668 Millwright Cl A Shift	24.69	25.19	25.69	26.20	26.72
3672 Millwright Lead Hand	24.65	25.15	25.65	26.16	26.68
3673 Millwright Cl A	24.12	24.62	25.11	25.61	26.12
3334 Millwright Cl B Flex	21.97	22.47	22.92	23.38	23.85
3669 Millwright Cl B Shift	21.97	22.47	22.92	23.38	23.85
3674 Millwright Cl B	21.40	21.90	22.34	22.79	23.25
3336 Millwright App. Cl 8 Flex	21.35	21.85	22.29	22.74	23.19
3337 Millwright App. Cl 7 Flex	21.08	21.58	22.01	22.45	22.90
3720 Millwright App. Cl 8	20.78	21.28	21.71	22.14	22.58
3718 Millwright App. Cl 7	20.51	21.01	21.43	21.86	22.30
3676 Millwright Helper Cl A	19.75	20.25	20.66	21.07	21.49
3372 MV Mechanic Lead Hand Flex	25.22	25.72	26.23	26.75	27.29
3373 MV Mechanic Cl A Flex	24.69	25.19	25.69	26.20	26.72
3702 MV Mechanic Lead Hand	24.65	25.15	25.65	26.16	26.68
3703 MV Mechanic Cl A	24.12	24.62	25.11	25.61	26.12
3374 MV Mechanic Cl B Flex	21.97	22.47	22.92	23.38	23.85
3704 MV Mechanic Cl B	21.40	21.90	22.34	22.79	23.25
3706 MV Mechanic Helper Cl A	19.75	20.25	20.66	21.07	21.49
3696 Oiler Lead Hand	20.87	21.37	21.80	22.24	22.68
3697 Oiler	20.39	20.89	21.31	21.74	22.17
3694 Painter Cl A Flex	23.19	23.69	24.16	24.64	25.13
3692 Painter Cl A	22.62	23.12	23.58	24.05	24.53

DEPT

JCP May 1 May 1 May 1 May 1 May 1

	CL	1999	2000	2001	2002	2003
3382 Pipefitter Lead Hand Flex		25.22	25.72	26.23	26.75	27.29
3383 Pipefitter Cl A Flex		24.69	25.19	25.69	26.20	26.72
3662 Pipefitter Lead Hand		24.65	25.15	25.65	26.16	26.68
3663 Pipefitter Cl A		24.12	24.62	25.11	25.61	26.12
3384 Pipefitter Cl B Flex		21.97	22.47	22.92	23.38	23.85
3664 Pipefitter Cl B		21.40	21.90	22.34	22.79	23.25
3386 Pipefitter App. Cl 8 Flex	21.35	21.85	22.29	22.74	23.19	
3387 Pipefitter App. Cl 7 Flex	21.08	21.58	22.01	22.45	22.90	
3730 Pipefitter App. Cl 8		20.78	21.28	21.71	22.14	22.58
3728 Pipefitter App. Cl 7		20.51	21.01	21.43	21.86	22.30
3666 Pipefitter Helper Cl A		19.75	20.25	20.66	21.07	21.49
3402 Ref.& Air Cond. Cl A Flex		24.69	25.19	25.69	26.20	26.72
3709 Ref. & Air Cond. Cl A		24.12	24.62	25.11	25.61	26.12
3403 Ref.& Air Cond. Cl B Flex		21.97	22.47	22.92	23.38	23.85
3710 Ref.& Air Cond.Mech.Cl B		21.40	21.90	22.34	22.79	23.25
3412 Welder Lead Hand Flex		25.22	25.72	26.23	26.75	27.29
3413 Welder Cl A Flex		24.69	25.19	25.69	26.20	26.72
3652 Welder Lead Hand		24.65	25.15	25.65	26.16	26.68
3653 Welder Cl A		24.12	24.62	25.11	25.61	26.12
3414 Welder Cl B Flex		21.97	22.47	22.92	23.38	23.85
3654 Welder Cl B		21.40	21.90	22.34	22.79	23.25
3656 Welder Helper Cl A		19.75	20.25	20.66	21.07	21.49
3658 Utility Air Filters Maint.	07	20.19	20.69	21.10	21.52	21.95
3649 Maint. Utility Flexible		19.80	20.30	20.71	21.12	21.54
3648 Utility Maintenance	03	19.32	19.82	20.22	20.62	21.03
<b>Mill General</b>						
2789 Labourer Spare Crew		18.88	19.38	19.77	20.17	20.57
2799 Labourer Student	18.88	19.38	19.77	20.17	20.57	
3789 Labourer Spare Crew		18.88	19.38	19.77	20.17	20.57
3799 Labourer Student	18.88	19.38	19.77	20.17	20.57	

## JOB CLASSIFICATION PLAN SCALE

<b>Grade</b>	<b>May 1 1999</b>	<b>May 1 2000</b>	<b>May 1 2001</b>	<b>May 1 2002</b>	<b>May 1 2003</b>
01	18.91	19.41	19.80	20.19	20.60
02	19.10	19.60	19.99	20.39	20.80
03	19.32	19.82	20.22	20.62	21.03
04	19.52	20.02	20.42	20.83	21.25
05	19.73	20.23	20.63	21.05	21.47
06	19.96	20.46	20.87	21.29	21.71
07	20.19	20.69	21.10	21.52	21.95
08	20.43	20.93	21.35	21.78	22.22
09	20.66	21.16	21.58	22.01	22.45
10	20.92	21.42	21.85	22.29	22.74
11	21.19	21.69	22.12	22.56	23.01
12	21.44	21.94	22.38	22.83	23.29
13	21.72	22.22	22.66	23.11	23.57
14	21.99	22.49	22.94	23.40	23.87
15	22.28	22.78	23.24	23.70	24.17
16	22.56	23.06	23.52	23.99	24.47
17	22.87	23.37	23.84	24.31	24.80
18	23.16	23.66	24.13	24.61	25.10
19	23.48	23.98	24.46	24.95	25.45
20	23.79	24.29	24.78	25.27	25.78
21	24.11	24.61	25.10	25.60	26.11
22	24.44	24.94	25.44	25.95	26.47
23	24.76	25.26	25.77	26.29	26.82
24	25.11	25.61	26.12	26.64	27.17
25	25.46	25.96	26.48	27.01	27.55
26	25.82	26.32	26.85	27.39	27.94
27	26.17	26.67	27.20	27.74	28.29
28	26.54	27.04	27.58	28.13	28.69
29	26.91	27.41	27.96	28.52	29.09
30	27.30	27.80	28.36	28.93	29.51
31	27.68	28.18	28.74	29.32	29.91

## **Appendix ‘B’**

### **MILL RULES**

The purpose of a rule is not to restrict, but to ensure cooperation of everyone in working together for profitability, quality products and service to our customers. With the belief that every person wants a beneficial work environment, the following rules of conduct are established.

Employees at all levels:

- Are to work safely and competently.
- Are not to engage in any activity which may endanger, misuse, abuse or harm people, environment, equipment, materials or company property.

**APPENDIX “C”**

**TERMS OF REFERENCE - 12 HOUR SHIFTS**  
**between**  
**COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA**  
**LOCALS 212 & 338**  
**and**  
**DOMTAR PAPERS, CORNWALL**

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 for 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 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 reference to 8 hours to read 12 hours and 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. Benefit 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 (12) hour days.

Employees on a twelve (12) hour work week are entitled to two (2) Floating Holidays with 12 hours pay per day.

The hours paid for a floater is based on the employee's scheduled hours for the day of the floater. The maximum number of hours paid for floaters in a contract year is 24 hours.

- 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 an absence is unplanned, relief will be provided for as follows:
  - i) 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 rates, such as from the Call-In List.
  - ii) 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.
  - iii) In the event that this employee does not report, then another employee on the Relief Crew who can perform the work or who can perform work that will allow the existing crew to be reassigned to the open position will be called.

The employee on the Relief Crew may be called at any time for relief but they 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 their own replacement for the Relief Crew.

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

- b) For planned absences, relief will be provided for as follows:
  - i) 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 rates, such as from the Call-In List.
  - ii) If the vacancy is not filled at straight time, then the employee on the Off Crew on the same job that week will be asked to cover the vacancy.
  - iii) In the event that the Off employee refuses, then another employee on the Off Crew who can perform the work or who can perform work that will allow the existing crew to be reassigned to the open position will be asked to cover the vacancy.

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.

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 canceled by the Company or the Union at any time by giving (30) days written notice or (7) days if mutually agreed upon by the parties.

**APPENDUM "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
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
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
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
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, provided the skills are 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 Facilitator with any alternate telephone number required for contact.
5. The employee on the Relief Crew may be called at any time but they must be available for calls in the Relief window from 6:00 a.m. to 9:00 a.m. and 6:00 p.m. to 9:00 p.m.

**APPENDIX "D"****DOMTAR PAPERS  
CORNWALL MILL****TRADES APPRENTICESHIP PROGRAM****Preamble:**

The introduction of a Trades Apprenticeship Plan takes into account the following under-standings 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:

- a) Seniority
  - b) Education
  - c) 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 the nature of 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 trade 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 \_\_\_\_\_, 1994.

**DOMTAR SPECIALTY FINE  
PAPERS, CORNWALL MILL**

**COMMUNICATIONS,  
ENERGY &  
PAPERWORKERS  
UNION, LOCALS 212 &  
338**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**APPENDIX ‘E’  
LETTER OF UNDERSTANDING  
between  
LOCAL 338, COMMUNICATIONS, ENERGY  
AND PAPERWORKERS UNION OF CANADA  
and  
DOMTAR 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 recognized 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 at Cornwall, Ont. this \_\_\_\_ day of \_\_\_\_\_, 1994.

**DOMTAR SPECIALTY FINE  
PAPERS, CORNWALL MILL**

**COMMUNICATION,  
ENERGY & PAPERWORKERS  
UNION, LOCALS 212 & 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.
- iv) **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 fulfill 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 workers 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.

79