

**TERMS OF
LABOUR AGREEMENT**

Between

**INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
(Local 1861)**

and

**KIMBERLY-CLARK FOREST PRODUCTS INC.
PULP AND FOREST PRODUCTS OPERATIONS
TERRACE BAY, ONTARIO**

Effective May 1, 1996

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LABOUR AGREEMENT

By and Between

KIMBERLY-CLARK FOREST PRODUCTS INC.
Terrace Bay, Ontario

hereinafter referred to as the "Company"

and the

LOCAL UNION 1861 of the
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

hereinafter referred to as the "Union"

1. PURPOSE OF AGREEMENT

01. The general purpose of this Agreement is in the mutual interest of the company and the employees to provide for the operation of the plant of the Company under methods which will further, to the fullest extent possible, the safety of the employees, economy of operation, quality and quantity of output, cleanliness of plant and protection of property.

02. It is the further purpose of this Agreement to establish a relationship between the management of the Company and its employees that will contribute toward the maintenance of industrial peace and the promotion of a friendly community spirit. It is recognized by this Agreement to be the duty of the Company, its employees and the Union to cooperate fully, individually and collectively, for the advancement of said conditions.

03. We are committed to creating a work environ-

ment which promotes Teamworks and encourages individual participation and initiative, and achieves our goals, both Unions and salaried employees at Terrace Bay Mill are committed to achieve the changes required in a spirit of cooperation and trust. Inefficient and outdated practices, work rules, management procedures, and other traditional ways in which work is assigned and performed must be addressed and alternatives introduced to meet the challenges of competition and the marketplace.

We recognize that it is in the mutual interest of the company and its employees to provide for the efficient operation of the plant and meet the employee needs and business expectations. We also recognize the traditional ways in which work was assigned and performed in the past must change to meet the ongoing challenges presented in our industry.

Both union and salaried employees at the Terrace Bay mill are committed to achieve the changes required in a spirit of cooperation and trust. We are committed to creating a work environment which promotes teamwork and encourages individual participation and initiative, and achieves our goals. Inefficient and outdated practices, work rules, management procedures, and other traditional ways in which work is assigned and performed must be addressed and alternatives introduced to meet the challenges of competition in the marketplace.

Our business objective is to manufacture quality pulp which satisfies the needs and expectations of our customers as they perceive them and to do this better than our competition. Our customers include those who buy and use our product, and also the Corporation's

stockholders and employees, the business sectors we serve, and the communities within which we operate. Ultimately, customer and employee satisfaction determines our success and provides job security.

This will be achieved by present and new methods which safely and effectively achieve ongoing and continuous improvement in mill operations, the quality and quantity of production, the elimination of waste and the cleanliness and housekeeping of the mill. This can best be accomplished in an atmosphere of cooperation, trust and respect, recognizing and utilizing the individual expertise and knowledge of all employees.

We are committed to creating a plant environment where all people:

- create a high quality of work life within a safe environment;
- have high achievement motives, strong work ethics, good organizational, technical, and communication skills;
- have a true sense of honour and integrity with respect for the organization and its members;
- support working together and employee involvement;
- are properly trained and informed to help them achieve their full potential;
- are consistent, truthful, and accept responsibility for their actions;
- are willing to listen and treat each other with respect;
- are creative, and utilize problem-solving techniques;
- engage in continuous improvement in all aspects of our business.

Operating crews and tradesmen will take responsibility and ownership of their respective areas. They will be expected to safely perform tasks that make common sense within their recognized skill levels to increase employee effectiveness.

It is the duty of the company and the employees to cooperate fully, individually and collectively in the attempt to share values and ideals in the process of working together toward the mutual goal to stay competitive.

The company and the unions will seek to manage and resolve any issues in a timely and equitable way, while making changes in a systematic and participative manner.

We are partners and share the responsibility for the success of the Terrace Bay mill today and for the future. By continuously operating according to this philosophy, we will fulfill our mission.

2. **TERMS OF AGREEMENT**

01. This agreement shall be in effect from ~~May 1, 1996~~ ^{*} to and including the 30th day of April 1999 and shall continue in force unless cancelled, or amended by either party giving at least sixty (60) days notice in writing prior to April 30, 1999, or sixty (60) days prior to April 30th of any year thereafter.

02. This Agreement remains in effect until a new Agreement has been negotiated and signed but when the new Agreement has been signed, this Agreement becomes null and void.

03. There shall be no suspension or stoppages of

work upon the termination of this Agreement or failure of renewal, except with the approval of the International Executive Board of the signatory Union, as provided for in their Constitution and By-Laws.

3. RECOGNITION

01. The Company recognizes Local Union **1861** of the International Brotherhood of Electrical Workers as the exclusive bargaining agent for all employees listed in the Hourly Rate Schedule.

02. The Company recognizes Local Union **1861** of the International Brotherhood of Electrical Workers as the exclusive bargaining agent for employees engaged in the installation, maintenance and repair of electrical and electronic equipment within the mill properties at Terrace Bay, Ontario, in accordance with existing jurisdictional lines and practices.

03. The line of demarcation between Local Union **1861** jurisdiction and the other mill union shall be in accordance with present established procedures and policies.

4. MEMBERSHIP

01. All employees being eligible for membership in the signatory Union shall, as a condition of employment, maintain membership in good standing by payment of regular dues and assessments in the signatory Union to which they are eligible to belong.

02. New employees being eligible for membership in the Union signatory to this Agreement shall join such Union immediately after thirty (30) days employment. The Human Resources Department will notify the Secretary of the Local within fifteen (15) days of the hir-

ing of new employees. The Company, when hiring new employees, shall give preference to members of the signatory Union when competent and desirable members, in the judgement of management, are available.

03. Wherever the masculine pronoun is used in this agreement it shall also apply to the female gender.

04. Construction employees or workmen under contract to do a construction job need not become members of the Union. Construction to include all new buildings or installation of equipment.

05. The Company and Unions agree to maintain an Employee Orientation Program.

5. PROBATIONARY PERIOD

01. It is mutually understood that new employees will serve a probationary period of sixty (60) calendar days beginning with the date of hire during which time the Union will act on the employee's behalf on all matters except the employee's acceptability as a permanent employee. If the employee satisfies this probationary period, the employee's seniority will be retroactive to his date of hire.

02. No employee shall be subject to a further probationary period on rehire provided he has not been out of the workplace in excess of one year and has served a full probationary period during a previous term of employment.

6. PROMOTIONS

01. When promoting help among equally efficient employees from one job to another, the older in point of service on the job shall be given the preference.

02. In cases of promotion, a committee shall be formed with representation from the crew, the union and the Company. This committee shall give due consideration to all applicants, bearing in mind their seniority and qualifications.

03. On a quarterly basis, the Company will supply the Union with a complete seniority list covering all employees and clearly indicating those employees classified as temporary (not holding model payroll job positions).

7. RECALL RIGHTS

01. Model payroll employees laid off due to lack of work will be recalled in order of Union seniority, the most senior person first, provided:

- a) they have the ability and qualifications to do the work;
- b) they report for work within five days of having been notified by registered mail of recall; Saturdays, Sundays and the Statutory Holidays named in this Agreement excluded;
- c) they have not been in layoff for more than one year;
- d) they notify the Company of change of address;
- e) they accept any job offer which is deemed to provide 30 days or more of continuous employment.

02. Employees will lose their employment status and recall rights if they:

- a) quit voluntarily;
- b) are terminated for cause;
- c) are recalled and do not report for work as outlined above.

8. LAY-OFF

01. When laying off help Union employees shall be retained in preference to those not members; among equally efficient employees the older in point of service shall be given preference of employment.

02. Employees hired for temporary, seasonal or vacation relief, shall be laid off on a seniority basis.

9. CONTRACTING OUT

01. Company policy is to do repair, maintenance and production work with its own crews. Contracting out will be kept to a minimum and the Union will be advised in advance of Company plans in this regard.

02. It is agreed that in future when a decision has been made to bring in an outside contractor, the Union executive will be called in and advised of the matter as far in advance as possible prior to the time the contractor comes in.

03. The Company will meet with the local Union on a weekly basis to discuss the planned use of contractor.

10. JURISDICTION

Hourly Leaders shall be allowed to do bargaining unit work.

11. NON-DISCRIMINATION CLAUSE

There shall be no discrimination against any bargaining unit employees on account of race, colour, creed, sex, age or national origin. Any provision of this Agreement or practice or custom to the contrary shall be null and void.

12. JOE SECURITY

01. Objective:

The Company and Union recognize that technological and other changes, while necessary to the industry, will have an impact on employees.

The Company reserves the right to adjust all or any of its crews arising out of a change in process or a change in equipment. It is the purpose of the following provisions to assist employees in adjusting to the effects of such changes.

02. Definition:

Technological changes, which term shall include automation, mechanization, process changes and job integration, means the introduction of equipment of a different nature or kind than that previously utilized, or a change in operations process that is directly related to the introduction of that equipment or material.

03. Joint Committee:

A joint committee will be established at the mill which shall consist of three (3) Company and three (3) Union representatives. It shall be the function of the committee to study the effects these proposed changes will have on employment in the mill and to make such recommendations as agreed upon to the Mill Manager to ensure that the interests of the Company and the employees are fairly and effectively protected.

04. Required Notice:

The Company will advise the Union not less than thirty (30) days if less than thirty (30) employees are affected and not less than one hundred and eighty (180) days if more than thirty (30) employees are affected before the introduction thereof, of mechanization, technological changes, job integration and/or automation

which the Company has decided to introduce and which will result in terminations or other significant changes in the employment status of employees.

05. Seniority Status:

- (a) In the event that it is necessary, crews will be reduced in accordance with seniority and the established lay-off policy. (See Appendix "A").
- (b) An employee with one or more years of continuous service who is set back to a lower paid job because of mechanization, technological change, job integration, or automation will receive the rate of his regular job at the time of the set-back for a period of six (6) months, and for a further period of six (6) months he will be paid an adjusted rate which will be midway between the rate of his regular job at the time of the set-back and the rate of his new regular job. At the end of this twelve (12) month period, the rate of his new regular job will apply.

13. SEVERANCE PAY

01. An employee with two or more years of continuous service will be eligible for severance pay when laid off by company action because there is no work available for him.

- a) A laid off employee entitled to severance pay will be paid two percent (2%) of his total earnings for the last full period of continuous service. One-half (1/2) of the severance pay due will be paid after the employee has been laid off six weeks. The second half of the severance pay due will be paid after the employee has been laid off three months.

- b) However, if an employee is rehired before the time when the severance payment is due, no such payment will be made.
- c) If an employee is rehired after having received all of the severance pay due him, he will again begin, as of the date of return, accumulating a new period of time which will be credited toward any future lay-offs.
- d) If an employee is rehired after having received one-half (1/2) of the severance pay due him, he will upon return to work, retain the right to the unpaid portion if laid off a second time. he will begin again accumulating a new period of time which will in addition be credited toward any future lay-off.

14. WAGES

01. It is mutually agreed that the rates of pay, as per attached Hourly Rate Schedule, form part of this Agreement.

02. The parties agree that rate handling for all employees, other than those occupations having a rate range shall be on the basis of applying the rate of the job performed. Management may, however, request an employee to temporarily fill a job of lower rate classification, to facilitate mill operation in which case the employee shall have his regular rate maintained.

03. During the period an employee is being trained for a higher rated job, his regular rate will be maintained. When he is qualified and takes over the duties of the higher job alone, he shall receive the higher rate.

04. It is understood that the Management and the Union may at any time during the term of this Agreement

negotiate rates for newly created jobs or existing jobs with added responsibility which are in line with current rates for comparable jobs within the mill or industry.

15. SHIFT DIFFERENTIAL

01. Effective May 1, 1993 - Shift Premium "B" shift, 3:00 p.m. to 11:00 p.m. - Fifty-five cents (\$.55) per hour. Effective May 1, 1993 - Shift Premium "C" shift, 11:00 p.m. to 7:00 a.m. - Seventy cents (\$.70) per hour.

02. 3-2-2 calculation for midnights -- \$0.83 per hour.

03. This shift differential premium will be added to the straight time rates on the "B" 3 to 11 shift and the "C" 11 to 7 shift and used in the calculation of all premium pay.

04. A day worker who is required to work overtime for which he is paid time and one-half, will not be paid a shift differential.

05. A day worker temporarily assigned to tour work on a special night shift assignment shall be paid the shift differential as set out above.

06. Employees absent on paid vacation, holidays with pay or receiving weekly indemnity disability benefits shall not be entitled to the shift differential.

16. MILL SCHEDULE

It is agreed that the normal operation of the mill will be continuous for seven (7) days a week except for holidays as designated and such other shutdowns as may be necessary in the judgement of management.

17. EMERGENCY SHUTDOWNS

During unplanned shutdown periods of twenty-four (24) hours or less (24 hours to include the shift during which the shutdown occurs and the next two shifts) Operating crews affected will be given the opportunity to do available work and will be paid at the rate of their regular occupation.

18. HOURS OF WORK - DAY WORKERS

01. Five day per eight hour schedule:

The normal hours of work for day workers shall be from 8:00 a.m. to 12:00 noon, and from 12:30 p.m. to 4:30 p.m., Monday through Friday except when otherwise mutually agreed upon.

02. Four day per ten hour schedule:

The normal hours of work for day workers shall be from 7:30 a.m. to 5:30 p.m., with a 20 minute paid lunch, Monday through Thursday, except when otherwise mutually agreed upon.

03. As the normal operation of the mill is continuous, day crews will be assigned, as required, to a seven (7) day - day shift schedule.

19. HOURS OF WORK - TOUR WORKERS

01. The schedule of hours of tour workers (24 hour, 7-day operation only) and the hours that tours shall change, shall be 7:00 a.m. to 7:00 p.m. and from 7:00 p.m. to 7:00 a.m.

02. It is understood that relief shall be no earlier than fifteen (15) minutes before the hour.

03. Shifts shall be arranged to suit the running schedule of the mill and to avoid any interruptions in nor-

mal operations, it being agreed that in some cases it is necessary to effect an "average" work week. The word "average" shall mean the work week schedule already agreed upon.

04. Each worker is required to be in his place when his tour begins and shall not leave his post to wash and dress until his mate relieves him and takes over the duties and responsibilities of the job. Such relief shall be no earlier than fifteen (15) minutes before the hour.

05. Should a tour worker be unable to report for work at the beginning of his shift, he shall notify his supervisor within a reasonable period prior to the commencement of the shift.

06. If a tour worker **does** not report for his regular shift, his mate shall notify the department superintendent or foreman. **He** shall then remain at his post until a substitute is secured or his foreman decides it is not necessary for him to remain.

07. The superintendent or foreman will notify the third member of the twenty-four (24) hour crew if requested to do so by the employee remaining on shift. It is the responsibility of the three employees and of the Union to provide for continuous twenty-four (24) hour operation per day.

08. When a vacancy occurs for any reason and qualified help is not available on the shift, the job on which the vacancy exists will be divided into two twelve (12) hour shifts. (Maximum fourteen (14) working days.)

09. If an employee has been absent from work a day or more, he shall give adequate notice to his fore-

man or superintendent of his intention to return.

This notice should be given as far in advance as circumstances permit. An employee returning to work after an absence that has occasioned a seniority move may be sent home unless he has given notice of his return a clear twenty-four (24) hours before the starting time of his first return shift.

10. If an employee is called in on any night shift and loses next day shift, he will be given option to work the 3 p.m. to 11 p.m. shift at straight time to make up for the lost shift.

11. Rates of Pay (3-2-2)

a) Regular straight time rates shall be paid for all hours worked in each twelve (12) hour shift.

Sunday Rates

b) Time and one-half shall be paid for all scheduled work performed between the hours of 7:00 a.m. Sunday and 7:00 a.m. Monday.

c) Double time shall be paid for all hours worked after twelve hours on a Sunday, except for late relief as per Labour Agreement.

d) Tour workers working their day of rest on a Sunday shall be paid time and one-half for the first eight (8) hours worked and double time for all consecutive hours worked in excess of eight (8) hours.

Holiday Overtime

e) Double time shall be paid for work performed during holiday shutdown periods specified in the Agreement.

Daily Overtime

f) Tour workers shall be paid double time for all consecutive hours worked in excess of twelve (12) hours, except for late relief as per Labour

Agreement.

- g) Tour workers working their day of rest shall be paid time and one-half for all hours worked and double time for all consecutive hours worked in excess of twelve (12) hours, saving and excepting Sunday when paragraph 10 (d) shall apply.
- h) When it is established in advance of the shift that a vacancy exists, and the foreman determines that qualified help is not available, the tour workers on shift will be scheduled to work their days of rest to cover the vacancy.
- i) A tour worker on a 3-2-2 shift cycle may have their original days off delayed forty-eight (48) hours only due to a change of shift. If required to work five (5) consecutive shifts, the fourth shift shall be paid at time and one-half, saving and excepting the day worker tradesman relieving on tour for two or more tour workers in succession without days of rest who shall be paid in accordance with Article 23.11 (e) of this policy.
- j) If a tour worker is actually off work and on his scheduled day or days of rest, time and one half shall be paid when called in to work during his rest period. If, however, he is called in early from his day of rest due to a change of shift, he shall be paid at straight time rates.
- k) Except as noted above, tour workers called on duty on their scheduled day or days off shall receive overtime rates in accordance with 24.03. Daily Overtime. In no case shall they receive less than six (6) hours pay at regular rates for the work performed on each such call. Subject to the same exceptions

tour workers called on duty prior to and continuous with a regular scheduled shift shall receive time and one-half for all time worked outside of **their regular scheduled hours**. If required to report for work more than one (1) hour before the starting time of their regular shift without notification on the previous day, they will receive time and one-half or four (4) hours at straight time rate (whichever is the greater) for the time worked before commencing their regular shift.

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

Election Day Overtime

- m) Paragraph 10 (f) shall apply when tour workers are required to work in excess of twelve (12) continuous hours on federal, provincial and municipal election days. When employees are required by law to be excused from work before the end of their normal shift, they shall do so without loss of pay in accordance with the statute governing the election.

Daylight Saving Time Overtime

- n) When an employee is required to work an extra hour due to the change from daylight saving time to eastern standard time, he shall be paid double time for the thirteenth (13) hour.

20. TOUR WORKERS HOURS DURING MAINTENANCE SHUTDOWNS

Tour workers scheduled to work with day crews during maintenance shutdowns, will work day work hours.

21. ALLOWANCE FOR FAILURE TO PROVIDE WORK

An employee who reports for duty at the beginning of his normal day, shift or tour, and finds his work schedule has been changed and reasonable effort has not been made to notify him shall, if possible, be given an opportunity to do other work for four hours or more and the employee will be expected to accept such work. However, if four hours or more is not available, two hours straight time shall be paid.

22. OVERTIME

An employee will be requested to work overtime as per the overtime policy.

23. OVERTIME - DAY WORKERS

01. Time and one-half will be paid for all work performed between the hours of 8:00 a.m. Sunday and 8:00 a.m. Monday. Double time will be paid for all consecutive hours worked after eight (8) hours on Sunday.

02. Double time will be paid for work performed during holiday shutdown periods specified in this Agreement.

03. When a holiday shutdown commences at 4:00 p.m., day workers will be scheduled for a straight eight (8) hour day immediately prior to the holiday shutdown and allowed a twenty-minute lunch period. Employees will not be permitted to leave the mill during the lunch period.

04.a) Day workers working on regular shift hours (8:00 a.m. to 4:30 p.m.) shall be paid time and one-half for work performed before 8:00 a.m. and after 4:30 p.m. When another work

schedule is agreed upon and designated, then time and one-half shall be paid for the hours worked before or after the eight (8) hour work period so designated. In the case of an employee reporting late without authorized leave, overtime will commence after he has completed eight (8) hours.

b) Time and one-half will be paid for all consecutive hours worked in excess of eight (8) hours and double time for all consecutive hours worked in excess of twelve (12) hours.

05. Time and one-half will be paid for all time worked during a scheduled noon hour.

06. Any dayworkers who are scheduled or called out and work six (6) hours or more on Sunday, shall have the option of taking a day off or working his regular schedule (Monday - Friday) the week following. Any employee falling under the provisions of this article must make his intentions known to his supervisor on his next scheduled shift. If he works the full week, he will be paid at the rate of time and one-half for Friday. It is understood that a day off for any reason except statutory holidays, floating holidays, rest period of four (4) hours or more, and scheduled union business for which the union has requested time to be paid on standard company forms breaks the continuity of a full work week. Should such days fall on a Friday, time and one-half will apply to the day preceding.

07. When an employee is required to work on his regularly scheduled day or days off, he shall be paid for all hours worked on such day or days at an overtime rate of one and one-half times the straight time rate. It is also agreed that the following exceptions apply to the above:

- a) When an employee wishes to change his regularly scheduled days off, he will notify his supervisor at least twenty-four **(24)** hours in advance and if such change is mutually agreed upon by the employee and his supervisor, then the employee will work at straight time rates on the day or days originally scheduled as his day off. On the other hand, if he is required to work on the alternate days mutually agreed upon as his days off, he shall be paid on the overtime rate.
- b) Regularly scheduled days of rest shall be those included in a schedule covering at least twenty-eight **(28)** calendar days. In such a schedule regular days of rest can fall on any days in the week, not necessarily Saturday or Sunday. Saturday is not a day that time and one-half is paid for as such.

08. If a day worker is requested to do overtime work before completing his regular hours of work, he will receive overtime rates as provided in **04.** above. but if such overtime commences after 5:30 p.m., and before 7:00 a.m., a minimum of four **(4)** hours at straight time shall be paid.

09. If specifically called out and required to go on duty after having completed their regular hours of work, they shall receive overtime rates as provided in **04.** above, but if called out before 7:00 a.m., a minimum of four **(4)** hours at straight time shall be paid.

10. Any employee required to work on his scheduled day of rest, or called in on a Sunday, shall be paid a minimum of six (6) hours pay at straight time.

- 11.a) When a day worker is required to substitute for a tour worker and remains on the tour schedule four shifts or longer, tour worker overtime rules will apply. When any such substitution is made on a temporary basis, the employee involved will receive time and one-half for all hours worked in excess of eight (8) in one day, i.e. 8:00 a.m. to 8:00 a.m. Supervisors will make every effort to ensure that the employee does not work less than his normal weekly hours during the week any such change takes place. It is understood that when a day worker moves to a tour occupation on a seniority or permanent basis, such a change will be considered a "change of shift" under Tour Workers Overtime Rules.
- b) Any day worker who is required to take over a tour job while he is on his day(s) of rest and has not been notified on the day before, will receive time and one-half for his first shift.
- c) When a day worker is assigned to tour duty, he shall be paid time and one-half for the first full shift worked.
- d) When a day worker is required to substitute for a tour worker and remains on tour schedule for more than one (1) shift, commencing the second shift tour worker rules apply.
- e) When a day worker tradesman is required to relieve for two or more tour workers in succession without the benefit of a day of rest between assuming responsibilities of the next tour tradesman, he shall be paid time and one-half for the first shift each time he starts relieving for a different tour tradesman. He shall not receive time and one-half for the fourth shift when he works five consecutive

shifts as per the normal daily overtime rule set out in Article 19.10(i).

- f) When a day worker is assigned to tour duty he shall be paid time and one-half for the first full shift.

When a day worker is assigned to take over a tour job at 8:00 a.m., he shall be paid tour rate for the period 8:00 a.m. to 4:00 p.m. and time and one-half for the hours 4:00 p.m. to 7:00 p.m. if required to continue on the tour job (days); the following day it shall be the first full shift (change of work schedule) and shall be paid at premium time for all hours. If a day worker is notified the day before to cover a tour job commencing at 7:00 a.m., it shall be the first full shift and premium time shall be paid. A day worker who reports to work at 8:00 a.m. and is advised that they are to cover a tour shift commencing at 7:00 p.m. the same day, they shall be required to leave the mill at noon and return at 7:00 p.m. - as there is no notification on the previous day, the assignment shall be on the same basis as a call-in. The employee will receive premium time for the shift 7:00 p.m. to 7:00 a.m. and be eligible for rest period. If required to continue on the same night shift the following day, it shall be the first full shift and paid at premium time, but rest period will not apply.

12. If a day worker is called in before 4:00 a.m., for emergency work and is required to continue on this or other emergency work beyond 8:00 a.m. of a regular work day he shall continue to receive premium time until, in the opinion of his supervisor, the emergency work is completed. The employee will be allowed to go home

when the emergency work is completed, but if he elects to remain will revert to straight time payment.

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

24. OVERTIME - TOUR WORKERS

01. Sunday overtime. Time and one-half will be paid for all work performed between the hours of 7:00 a.m., Sunday and 7:00 a.m., Monday. Double time will be paid for all consecutive hours worked after eight (8) hours on Sunday.

02. Holiday overtime. Double time will be paid for work performed during holiday shutdown periods specified in this Agreement. See PAY WHEN QUALIFIED subsection of Section 28 (04).

03. Daily overtime. Tour workers shall be paid at the rate of time and one-half for all consecutive hours worked in excess of eight (8) hours and double time for all consecutive hours worked in excess of twelve (12) hours, with the following exceptions:

- a) When such work is caused by the change of shifts.
- b) Overtime work by special arrangement between a tour worker and his mate to exchange shifts or to work a shift for one another with the approval of their supervisor and when this can be accomplished without additional cost or penalty to the Company.
- c) When required to replace an employee for tardiness up to two (2) hours. It is understood that absenteeism is not considered tardiness.

25. ENGINEERING TRADES - TOUR MAINTENANCE

01. The rotation of tradesmen from day work to tour work (3-2-2 schedule) will be by January 1 of each year for a twelve (12) month period.

02. Applications for assignment from day to tour or tour to days must be submitted to the Trades Supervisor by December 1 each year. Assignment will be by seniority, replacing the junior man on tour, unless a senior tour tradesman has applied to return to days.

03. If a tour tradesman applies to change to day work and there are no applications for tour work, the junior person by seniority in the trade, when qualified to go on shift, will be so assigned for a twelve (12) month period.

04. If there are no applications for tour work in the second year and the junior tradesperson so assigned does not want to remain on tour, they shall be replaced by the junior tradesman on days, the rotation continuing each year.

26. LUNCHESES AT THE EXPENSE OF THE COMPANY

Lunches at the expense of the Company will be given to employees in case of overtime in accordance with the following provisions:

01. Tour Workers. Tour workers required to remain on their job due to non-appearance of their mate will be provided with a lunch subject to the following:

- a) Tour workers held over more than two (2) hours after completion of their regular twelve (12) hour shift will be provided with a lunch and at each four-hour intervals thereafter.
- b) Lunches at Company expense will not be provided when employees substitute for other

- employees as a result of mutual agreement.
- c) Tour workers called in to work a twelve (12) hour shift shall be provided with two (2) lunches at Company expense.
 - d) If no meal is desired, a voucher for Six Dollars (\$6.00) cash will be presented.

02. Day Workers

- a) When a day worker is requested to continue working after 4:30 p.m., and it is expected the job will not be completed by 6:00 p.m., a lunch will be provided.
If the job continues past 10:00 p.m., a lunch will be provided at that time.
- b) Day workers who are requested and remain to perform overtime work will be allowed a 30-minute meal period at which time they may clock-out and leave the mill premises to have a hot meal during the normal supper period. They must, however, clock-in within the 30 minute period or they will have deducted all time off the job in excess of 30 minutes.
- c) All other meals, i.e. a meal after 10:00 p.m. will be supplied in the main lunchroom.
- d) Employees requested by their supervisor to work through the normal supper period to complete a job, will have the option of eating at the mill or be granted one half hour pay and a meal voucher in lieu thereof. It is with the understanding that such overtime work would not extend beyond 7:00 p.m.
- e) If scheduled to work their days of rest, from 8:00 a.m. to 12:00 noon, and from 12:30 p.m. to 4:30 p.m., employees will provide their own lunch.
- f) If scheduled to work twelve (12) hours, from

8:00 a.m. to 12:00 noon, and from 12:30 p.m. to 8:30 p.m., a lunch will be provided. If work is scheduled around the clock on two twelve (12) hour shifts, from 8:00 a.m. to 8:00 p.m., and from 8:00 p.m. to 8:00 a.m., the employees will be provided with a lunch.

- g) Day Workers called out will **be** provided with a lunch if such call-out work is greater than four **(4)** hours and for each four **(4)** hour interval thereafter.
- h) To provide a lunch at Company expense the foreman will issue an order on the form provided. If no meal is desired, a meal voucher will be presented.

03. Major Maintenance Shutdown Periods

During the major maintenance shutdown periods, employees scheduled to work twelve (12) hours or required to work overtime beyond 6:00 p.m., and who have had sufficient advance notice, will be required to supply their own second lunch for which the Company will reimburse the employee with a meal voucher.

04. Policy covering paid Lunch Time

- a) When a lunch at Company expense has been authorized, the employees will be paid for the time taken to eat the lunch. It is expected that he will return to his work as soon as possible (twenty minutes is recognized as the normal lunch period). If an employee is on a prescribed diet he may be allowed to go home for his lunch and will **be** allowed a maximum of one-half hour for the time he is away from the mill.
- b) **In** unforeseen circumstances the foreman may have to make arrangements to supply a lunch on the **job**.

- c) The actual timing of lunches in the above cases will be decided by the employee's foreman, having due regard for the employee's wishes.

05. Lunches at the expense of the Company Effective August 1, 1996, employees will be provided the opportunity to cash meal tickets at local merchants, contingent upon approval of the merchants.

27. REST PERIOD AFTER EXCESSIVE HOURS OF WORK

01. An employee required to work more than sixteen (16) consecutive hours in a twenty-four hour period will be given time off with pay for all time worked beyond sixteen (16) consecutive hours at his regular straight time rate commencing at the starting time on the following day of work.

For day workers, the half-hour lunch period shall be included as part of the sixteen (16) consecutive hours of work.

02. Day workers who follow regular shift hours, 8:00 a.m. to 4:30 p.m., who are called in, will be allowed equivalent time off with pay (rest period), for time worked between midnight and 8:00 a.m., provided in every case the work commenced on or before 4:00 a.m. The rest period shall be taken during the following normal work day. The employee will be entitled to a minimum rest period of 60 minutes for the first call-in in any calendar day.

03. In applying sections 01. and 02. it is understood that the workday means the twenty-four (24) hour period beginning at the start of the employee's regularly scheduled shift. If the following day is not a day of work,

the above will not apply.

28. STATUTORY HOLIDAYS

01. CANADA DAY, LABOUR DAY, CHRISTMAS, NEW YEAR'S DAY shall be recognized as holidays and shutdown period shall be as follows, saving and accepting as agreed in Article 28.02;

- a) CANADA DAY -- twenty-four (24) hours (Sunday excluded)* from 8:00 a.m. (7:00 a.m.)* of Canada Day to 8:00 a.m. (7:00 a.m.)** of the following day.
- b) LABOUR DAY -- twenty-four (24) hours, from 8:00 a.m. (7:00 a.m.)** Monday to 8:00 a.m. (7:00 a.m.)** Tuesday.
- c) CHRISTMAS -- forty-eight (48) hours (Sunday excluded)' from 4:00 p.m. (3:00 p.m.)** December 24 to 4:00 p.m. (3:00 p.m.)** December 26.
- d) NEW YEARS DAY -- twenty-four (24) hours (Sunday excluded)" from 4:00 p.m. (3:00 p.m.)** December 31 to 4:00 p.m. (3:00 p.m.)** January 1.
- e) • It is understood and agreed that "Sunday excluded applies only to day workers whose regular work schedule provides Sunday as a day of rest each week.
- f) ** Indicates the holiday period time for tour workers on the 7-3-11 shift schedule.

02. OPERATION OF THE MILL ON STATUTORY HOLIDAYS

For the future and unless changed by mutual agreement, the mill will operate through the New Year's Day, Canada Day and Labour Day statutory holiday periods.

Normal scheduled crews will work as per their shift schedule. Trades coverage will be as per the week-

end duty roster.

HOLIDAYS

- a) Retain New Year's Day, Canada Day, Labour Day, Christmas Day and Boxing Day as holidays for all day workers.
- b) Extend the Christmas Day and Boxing Day shutdown period by 24 hours. Each year, before the end of January, management will, after consultation with the Union, establish shutdown time for the Christmas holiday period which will be either 4:00 p.m. December 23 to 4:00 p.m. December 26 or 4:00 p.m. December 24 to 4:00 p.m. December 27.
Two other consecutive holidays for tour workers will be fixed each year by management prior to the end of January after consultation with the union and giving due consideration to maintenance and construction needs.

03. ELIGIBILITY:

- a) An employee must have been at work on his work day preceding the holiday and **must** have returned to work on his next scheduled work day following the holiday, unless excused by his department head for justifiable reasons.
- b) An employee unless due to illness or accident must have been at work twelve (12) days out of the preceding thirty (30) days.
- c) An employee who is absent due to illness or accident (on-duty or **off-duty**) must have been at work some time **within** the ninety (90) day period previous to the holiday.
- d) A new employee **must** have been an employee of the Company **thirty** (30) days and actually

worked a minimum of twelve (12) days.

- e) An employee scheduled to work on a holiday and is absent without permission on that day, will not be eligible for holiday pay.

3-2-2 SHIFT SCHEDULE

- f) A tour worker unless due to illness or accident must have been at work eight (8) days out of the preceding thirty (30) days, and
- g) A new employee hired as a tour worker must have been an employee of the Company thirty (30) days and actually worked a minimum of eight (8) shifts.

04. PAY WHEN QUALIFIED

Day Workers

- a) An employee who does not work on Canada Day, Labour Day and New Year's Day shall receive eight (8) hours pay at the rate of his regular occupation. An employee who does not work during the Christmas holiday period shall receive sixteen (16) hours pay at the rate of his regular occupation.
- b) Employees who are scheduled, by mutual agreement or who are called in, to work during a statutory holiday period shall receive double time for the hours worked, holiday pay as established in (a) and shall receive equivalent time off with pay for each hour worked. Rest period clause will not apply for excessive hours worked the day preceding the statutory holiday period. However, for excessive hours worked during the statutory holiday period, rest period clause will apply as per Article 27.03.
- c) If called in during a statutory holiday period, a minimum of six (6) hours pay or double time,

whichever is greater, shall be paid.

Tour Workers

- a) An employee who does not work during the Christmas holiday period (three days) shall receive eight (8) hours pay for each day at the rate of his regular occupation.
- b) An employee who does not work during the fixed two-day holiday period shall receive eight (8) hours pay for each day at the rate of his regular occupation.
- c) Tour workers working New Year's Day, Canada Day and Labour Day shall be paid in accordance with the Sunday provision of the Labour Agreement, Article 24.01. Tour workers under this provision required to work during the mill Sunday period (i.e. 7:00 a.m. Sunday to 7:00 a.m. Monday) will receive double time for such work.
- d) Tour workers who are scheduled by mutual agreement or are called in to work during the three-day Christmas holiday period or the two-day fixed holiday period shall receive double time for the hours worked, holiday pay as established in (a) and shall receive equivalent time off with pay for each hour worked. Rest period clause will not apply for excessive hours worked the day preceding the statutory holiday period, however, for excessive hours worked during a statutory holiday period, rest period clause will apply as per Article 27.03.
- e) If called in during a statutory holiday period a minimum of six (6) hours pay or double time whichever is greater shall be paid.

05. STATUTORY HOLIDAYS (3-2-2)

- a) Tour workers shall have a three-day statutory holiday period at Christmas which will either extend from 7:00 p.m. December 23 to 7:00 p.m. December 26 or 7:00 p.m. December 24 to 7:00 p.m. December 27.
- b) New Year's Day statutory holiday period will be from 7:00 p.m. December 31 to 7:00 p.m. January 1.
- c) Two other consecutive statutory holidays for tour workers will be fixed each year.
- d) Management shall establish the dates of the five tour statutory holidays for the calendar year on/or before January 31 of that year, after consultation with the Union and giving due consideration to maintenance and construction needs.
- e)a. Tour workers eligible for statutory holiday pay in accordance with the terms of the Labour Agreement IBEW Article 28.03 shall receive eight hours pay for each day at the rate of his regular occupation on the dates established in paragraph 5.c.
 - b. Tour workers eligible for statutory holiday pay under the terms of the Labour Agreement shall receive twelve (12) hours statutory holiday pay if:
 - i) the tour worker statutory holiday falls on his regularly scheduled working day, and
 - ii) he does not work on that day.
- f) Tour workers working New Year's Day, Canada Day, and Labour Day shall be paid in accordance with the Sunday rates provision of this policy. Should any of the above-named day worker statutory holidays actually fall on a Sunday, the tour worker required to work between 7:00 a.m. Sunday and 7:00 a.m.

- Monday will receive double time for such work.
- g) Tour workers who are schedule by mutual agreement **or** are **called** into **work** during **either** of the two tour worker statutory holiday periods shall receive double time for the hours worked, eight hours statutory holiday pay and shall receive equivalent time off with pay for each hour worked. **Rest** period clause will not apply for excessive hours worked the day preceding the statutory holiday period. However, for excessive hours worked during a tour worker statutory holiday period, rest period clause will apply as per the Labour Agreement.
 - h) A tour worker called in during either of the two tour worker statutory holiday periods shall be paid a minimum of six (**6**) hours pay or double time, whichever is greater, together with equivalent time off with pay for each hour worked.
 - i) Employees hired after January 1st in any year shall be deemed *to* be day workers for purposes of statutory holiday pay pursuant to Article 28 of the Labour Agreement until the end of that calendar year.

Employees changing designation between day worker and tour worker after January 1st in any year shall be paid statutory holiday pay according to his designation at the commencement of the year.

29. **FLOATING HOLIDAYS**

01. Effective January 1st each year employees with one or more years of continuous service shall be entitled to eight (8) floating holidays, with eight (8) hours pay at regular straight time rates.

Floating holidays are subject to the following:

02. a new employee must have been in the employ of the Company for three (3) months to qualify for the first holiday, six (6) months to qualify for the second, third and fourth holidays and nine (9) months to qualify for the remaining holidays.

NOTE: No employee shall be eligible for or will receive more than the established number of floating holidays in a calendar year.

03. Each floating holiday 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.

04. Exception: Employees hired for temporary or seasonal work and who qualify for floating holidays may receive payment for those at the termination of their employment if they so desire. (Also see Exception in paragraph 11).

05. An employee scheduled to work on a statutory holiday will not be allowed to schedule that day as a floating holiday.

06. Floating holidays are not cumulative from year to year and must be taken during the calendar year or be forfeited by the employee.

07. At least forty-eight (48) hours advance notice *is* to be given to the employee's foreman in writing on the form provided and shall be subject to the foreman's approval so that the holidays shall not interfere with the efficiency of operations. Floating holidays must, on application, be confirmed or rejected twenty-eight (28)

days prior to the day requested.

08. The piling **up** of holidays in the last two months of the year **is** to be avoided. On September 1st, a check will be made to **see** what holidays are outstanding and steps taken by each foreman to **see** that such holidays are distributed over the balance of the year. If floating holidays are not scheduled by November 1st, they shall be paid. However, if scheduled and then cancelled by the Company after November 1st, the hours will be credited to the employees bank time for application the following year.

09. Pay for floating holidays will be made in the cheque covering the period floating holidays are actually taken.

10. Employees eligible for floating holidays who resign prior to working thirty (30) consecutive scheduled days in a calendar year or are dismissed for cause or who resign without proper notice shall not be entitled to receive payment for these floating holidays.

11. An employee off work at the end of a calendar year due to on-duty or off-duty accident or sickness, will be paid for unused floating holidays.

12. Permission absences will not be granted until all of the employees' floating holiday entitlement have been exhausted or scheduled. This excludes employees requesting leave of absence for union business.

3-2-2 SCHEDULE

13. Tour workers shall be entitled to five (5) Floating Holidays.

14. Twelve (12) hours pay at regular straight time rates shall be paid for each Floating Holiday.

NOTE: There will be circumstances when day workers may be scheduled to fill periods of absence on the 12-hour schedule or, conversely, tour workers may revert to day shift. Under these circumstances, the floating holidays may have been scheduled either on the 8-hour day shift or 12-hour shift schedule and in order to determine what floating holiday time an employee may have, following such change of work, the floating holiday time will be divided to determine remaining eligibility time.

If an employee requests a floating holiday without 48-hours notice, it will not be granted unless the employee obtains his own relief for the shift requested. Such relief cannot be provided by the employee on the availability list as they are providing replacement for employees who fail to report for work. The employee providing relief under these circumstances will be paid at premium time as it is his normal day of rest and is not a straight shift exchange.

15. The Labour Agreement for the eight (8) hour work schedule provides for eight floating holidays or 64 hours of entitlement. The remaining four (4) hours will be added to the vacation time of the tour worker.

16. Tour workers work an average of 42 hours per week and receive 42 hours pay for each week of vacation entitlement.

17. The vacation and floating holiday entitlement of the tour worker under the Labour agreement when applied to a twelve hour shift schedule results in either four (4) hours or ten (10) hours of extra entitlement beyond the number of full shifts that the employee is

allowed in vacation and floating holidays (see Schedule 1).

Where an employee has four remaining hours, it will be paid as Floating Holiday time. Said entitlement shall be credited to the employee as bank time at the commencement of the calendar year.

Where an employee has ten hours remaining, it will be paid on the basis of four hours at Floating Holiday time rate and six hours at vacation time rate. This entitlement shall be designated as an F-10. The employee is permitted to schedule a full twelve hour shift as a floating holiday but only be paid for ten hours.

The first floating holiday schedule in any calendar year shall be paid as the employee's F-10. Said entitlement will not be credited to bank time.

18. Schedule 1 - vacation entitlement translated into 12-hour shifts:

$$\begin{aligned} 2 \text{ Wks} \times 42 \text{ Hrs} &= 84 + 4 \text{ F.H. Hours} \\ &= 88 - 12 = 7 \text{ shifts} + 4 \text{ Hours} \end{aligned}$$

$$\begin{aligned} 3 \text{ Wks} \times 42 \text{ Hrs} &= 126 + 4 \text{ F.H. Hours} \\ &= 130 - 12 = 10 \text{ shifts} + 10 \text{ Hours} \end{aligned}$$

$$\begin{aligned} 4 \text{ Wks} \times 42 \text{ Hrs} &= 168 + 4 \text{ F.H. Hours} \\ &= 172 - 12 = 14 \text{ shifts} + 4 \text{ Hours} \end{aligned}$$

$$\begin{aligned} 5 \text{ Wks} \times 42 \text{ Hrs} &= 210 + 4 \text{ F.H. Hours} \\ &= 214 - 12 = 17 \text{ shifts} + 10 \text{ Hours} \end{aligned}$$

$$\begin{aligned} 6 \text{ Wks} \times 42 \text{ Hrs} &= 252 + 4 \text{ F.H. Hours} \\ &= 256 - 12 = 21 \text{ shifts} + 4 \text{ Hours} \end{aligned}$$

$$\begin{aligned} 7 \text{ Wks} \times 42 \text{ Hrs} &= 294 + 4 \text{ F.H. Hours} \\ &= 298 - 12 = 24 \text{ shifts} + 10 \text{ Hours} \end{aligned}$$

8 Wks x 42 Hrs = 336 + 4 F.H. Hours
= 340 - 12 = 28 shifts + 4 Hours

9 Wks x 42 Hrs = 378 + 4 F.H. Hours
= 382 - 12 = 31 shifts + 10 Hours

10 Wks x 42 Hrs = 420 + 4 F.H. Hours
= 424 - 12 = 35 shifts + 4 Hours

11 Wks x 42 Hrs = 462 + 4 F.H. Hours
= 466 - 12 = 38 shifts + 10 Hours

12 Wks x 42 Hrs = 504 + 4 F.H. Hours
= 508 - 12 = 42 shifts + 4 Hours

30. 01. VACATION

- a) The members of the signatory Union shall be eligible for:
- Two (2) weeks vacation with pay after having completed one (1) year of continuous service;
 - Three (3) weeks vacation with pay after having completed four (4) years of continuous service;
 - Four (4) weeks vacation with pay after having completed nine (9) years of continuous service;
 - Five (5) weeks vacation with pay after having completed eighteen (18) years of continuous service;
 - Six (6) weeks vacation with pay after having completed twenty-five (25) years of continuous service.
 - Seven (7) weeks vacation with pay after having completed thirty (30) years of continuous service.
- An employee shall receive an additional six (6)

hours pay at his regular straight time rate for each week of vacation entitlement taken during the period January 1 to April 30.

- b) Company shall schedule relief during employees' vacations for employees who have previously been scheduled for weekend coverage or the availability list during this vacation period. The vacation period shall be deemed to **commence** at the conclusion of work on the last **scheduled** workday prior to the start of the **vacation** period and shall be completed the day of **his** return to work.

02. SUPPLEMENTARY VACATION

A supplementary vacation with pay allowance for employees sixty (60) years or over having over twenty-five (25) years of service will be made in the calendar year in which he reaches:

- 60 years of age - one (1) week
- 61 years of age - two (2) weeks
- 62 years of age - three (3) weeks
- 63 years of age - four (4) weeks
- 64 years of age - five (5) weeks

03. ELIGIBILITY

- a) Vacations with pay are intended to enable each employee to enjoy a respite from routine duty with no financial worry to distract from their benefits. Vacations are in no way considered a bonus.
- b) To be eligible to schedule vacation an employee must have **been** actively employed not less than a total of **ninety** (90) days during the six months **preceding** a vacation.
- c) After completion of ninety (90) days

employment if there is not sufficient time in the calendar year to schedule full vacation entitlement, the employee shall, subject to the necessities of operations, schedule the available time remaining in the calendar year. Any balance of vacation entitlement shall be paid for in accordance with the provisions of the Labour Agreement.

- d) An employee who has less than ninety (90) days active employment shall not be eligible to schedule vacation but will receive two point four (2.4) percent, affective January 1, 1995, for each week of Vacation pay entitlement based on the previous year's earnings.
- e) Employees eligible for vacation who are dismissed for cause or who resign without proper notice shall not be entitled to vacation except as provided for in the applicable government legislation.
- f) The Human Resources Department shall inform the superintendent of those eligible for vacation.

04. TIME VACATION MAY BE TAKEN

- a) Vacation schedules shall be arranged and approved by the departmental superintendent. In drawing up the schedule he will endeavour to meet the wishes of the individual employee. However, the necessities of operation must be given full consideration.
- b) Where there is a scheduling conflict among employees within a vacation group designated by the company for vacation scheduling purposes, mill service acquired within the employees bargaining unit shall determine the scheduling position of the employee within his

vacation group.

- c) Working of long shifts while employees are away on vacation is to be avoided whenever possible. However, in cases mentioned above and when due to emergencies, sickness or lack of qualified help, the Company may require employees to work twelve (12) hour shifts to enable employees to take their vacation as scheduled.
- d) Vacation schedules will be prepared and posted on January 1 of each year. All employees shall have their first two weeks vacation scheduled by March 1. All remaining vacation shall be scheduled by May 1. The schedule will be subject to change only in the case of an emergency and any such change shall be made only with the approval of the employee's superintendent.
- e) The first round of vacation scheduling for tour workers will not exceed 84 hours to commence at the beginning of a block of two or three consecutive shifts.

If two weeks are selected within the preferred period, they must be consecutive.

If only one calendar week is selected within the preferred period, the second week must be scheduled outside the preferred period.

When the first round of vacation scheduling is complete, the senior employee within a vacation group will have the first opportunity to schedule all of their remaining vacation time which may be scheduled in blocks of two or three shifts.

- f) Upon completion of scheduling two weeks vacation, an employee may schedule one week vacation (**40** hours - day worker and 48 hours - tour workers) as floating holidays but paid at vacation rate.
- g) Vacation allowances shall not be cumulative from year to year.

05. VACATION PAY

- a) Each week of vacation pay will be calculated at two percent (**2%**) of gross earnings including vacation pay in the previous calendar year or forty (**40**) hours pay for day workers (forty-two (**42**) hours pay for tour worker) at the rate of the employee's regular* job, whichever is the greater.
Effective January 1, 1995 vacation pay will be calculated at two point four percent (**2.4%**).
* Rate of regular job at time of vacation for an employee transferred from job to job seasonally as a normal practice.
- b) In order to qualify for vacation pay an employee shall take off, for each week of vacation, five (5) working days which otherwise he would be scheduled to work. If he takes off less than five (5) working days per vacation week, his pay shall be computed on the basis of his working days taken as vacation.
- c) If an employee so requests, he shall have the privilege of drawing his vacation pay just prior to taking his vacation.
- d) Employees shall not be permitted to work for the Company during vacation in order to draw double pay.
- e) Normal payroll deductions will be made from

vacation cheques. |

- f) Employees **off** work at the end **of a** calendar year due **to** an on-duty or off-duty accident or sickness will be paid for unused vacation.

06. VACATION PAY FOR ABSENCES OTHER THAN PLANNED VACATION

- a) Vacation pay may **be** given to an employee who is off work **one** week or longer for absences other than planned vacation and for which the employee **is** not entitled to receive wage compensation **such as** weekly indemnity benefits, funeral leave pay, floating holiday pay, etc. In such cases, the employee concerned will apply to the Human Resources Department within a week after his return **to** work.

07. ABSENCES FOR WHICH VACATION PAY WILL NOT **BE** APPLIED

- a) Absences without permission and absences for disciplinary reasons.
- b) Industrial accidents which are compensable under the Workers' Compensation Act.
 - i. It is considered undesirable **to** give vacation pay for **any** part of an employee's absence because of an industrial accident. If, however, an employee desires to change his vacation date with the approval **of** his superintendent, vacation may be scheduled **to follow** immediately the "return **to work**" date. | This will enable the employee to bridge the period in which he might **be** reported as fit for light work.
 - ii. An employee off work at the end of a calendar year because of an industrial

accident, who is eligible for vacation which he has not been able to take before the year end, shall be paid the equivalent in vacation pay.

31. FUNERAL LEAVE

01. Five (5) days funeral leave to be granted when death occurs to an employee's mother, father or member of immediate family, i.e. employee's spouse, daughters, sons, stepdaughters and step-sons.

02. Three (3) days funeral leave to be granted when death occurs to a member of an employee's family, i.e. step-mother, step-father, brothers, sisters, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, brother-in-law, sister-in-law.

03. The employee will be granted leave to attend the funeral and shall be paid for eight (8) hours at regular straight time rate for the maximum of, whichever is applicable, five (5) or three (3) consecutive days (the consecutive days to include the day of the funeral). the Company shall only pay wages to the employee during the funeral leave period for his regularly scheduled days of work. The regular straight time rate shall mean the straight time rate of the job at which the employee would have worked had he not been on funeral leave.

04. A new employee must have been an employee of the Company for thirty (30) days before becoming eligible for payment under this clause.

05. An employee eligible for funeral leave during the period they are on vacation, the funeral leave days will be applied and the corresponding vacation days rescheduled to a later date agreed to by supervision, having due regard for the employee's wishes and the

necessities of operations. If no work days are left within the calendar year to reschedule corresponding vacation days, the vacation time shall be paid off.

06. Funeral leave is to allow an employee time off work with no loss of wages and conversely no gain in wages.

07. Three (3) days' Funeral Leave - time loss up to a maximum of **24** hours' pay.

First Shift Loss	-	12 hours' pay
Second Shift Loss	-	12 hours' pay
Third Shift Loss	-	No pay

08. Five (5) days' Funeral Leave - time loss up to a maximum of 40 hours' pay.

First Shift Loss	-	12 hours' pay
Second Shift Loss	-	12 hours' pay
Third Shift Loss	-	12 hours' pay
Fourth Shift Loss	-	4 hours' pay

All other terms of the Labour Agreement apply as established.

32. COMPASSIONATE LEAVE

One (1) day compassionate leave with pay will be granted by the Company when a death occurs to a member of an employee's immediate family and funeral leave is not taken. Immediate family is interpreted to mean: employee's spouse, son(s), daughter(s), mother, father, step-son@),step-daughter@),brother(s), sister(s). This day must be taken within seven (7) day period immediately following the date of death.

NOTE: The provisions of this section apply only to employees who have been on the payroll for at least thirty (30) days.

33. PREGNANCY LEAVE

01. A pregnant employee shall be eligible for pregnancy leave at any time during the pregnancy if:

- a) the duties of her position cannot reasonably be performed by a pregnant woman, or
- b) the performance of her work is materially affected by the pregnancy.

02. The employee shall be required to substantiate her request for pregnancy leave with a certificate of a physician confirming her eligibility pursuant to Article 33.01 and giving the estimated day upon which, in his opinion, delivery will occur.

03. Pregnancy leave for an employee who qualifies pursuant to Article 33.01 shall terminate six (6) weeks following the actual date of delivery if the leave commenced earlier than eleven (11) weeks before delivery.

04. Pregnant employees who do not qualify for leave pursuant to Article 33.01 will be eligible for a leave of absence of seventeen (17) weeks, commencing at any time during a period of eleven (11) weeks immediately preceding the estimated day of her delivery and terminating no earlier than six (6) weeks following the actual date of delivery.

05. During pregnancy leave, benefit plans shall be maintained by the Company with the employee paying her share of the plans as applicable

06. The employee shall notify the medical centre of her intention to return to work no later than four **(4)** weeks after the delivery.

07. The employee who reports to work on the expiration of her pregnancy leave as specified by the medical practitioner will resume work with no **loss** of seniority or benefits accrued to the commencement of her pregnancy leave. Seniority and earnings related service credits do not accumulate during the pregnancy leave.

08. If at the expiration of the pregnancy leave as herein provided, in the written opinion of a qualified Ontario Medical Practitioner, the employee requires an extension of the leave, the Company shall grant a further leave to a maximum of nine **(9) weeks** from the delivery date.

09. If legislation is passed improving pregnancy leave, the legislation shall replace aforementioned clauses.

34. **PARENTAL LEAVE**

01. An employee who has been employed by the Company for a minimum of thirteen **(13)** weeks is entitled to a Leave of Absence without pay, following

- a) **the** birth of the child, or
- b) the coming of the child into the care, custody and control of the parent for the first time.

02. Parental Leave for an employee who takes a Pregnancy Leave must begin when the Pregnancy Leave ends unless the child has not yet **come** into the **care**, custody or control for the first time.

03. Parental Leave (for the father) may begin no

more than thirty-five (35) weeks after the date the child is born or comes into his care. Proof of birth must be supplied upon application for the Leave.

04. The employee must provide a minimum two (2) weeks notice in writing of the date the Leave is to begin.

05. Parental Leave ends eighteen (18) weeks after it began or on an earlier date if the employee has provided a minimum of four (4) weeks notice in writing.

06. Notice to begin and end the Leave of Absence may change provided proper notice is given.

07. During Parental Leave, employees continue to participate in the pension, life insurance, extended health and dental plans with the employee continuing to pay his/her share as applicable.

08. If legislation is passed changing Parental Leave, the legislation shall replace the aforementioned clauses.

35. JURY DUTY PAY

01. employees will be reimbursed for the difference between Subpoenaed Witness and Jury Duty pay and regular straight time pay for scheduled hours lost. Regular straight time pay means eight (8) hours at the regular straight time rate of the job at which the employee would have worked had he not been on Jury Duty.

02. Application for reimbursement shall be made to the employee's foreman on the form prescribed accompanied by an official statement from the Court showing the time involved and total pay received.

03. Four workers on the 3-2-2 work schedule whose attendance is required in Court as a Subpoenaed Witness or on Jury **Duty** shall **be** reimbursed for lost wages on regularly scheduled days of work. the employee shall be paid twelve (12) hours at the straight time rate of the job at which the employee would have worked had he not been summoned to court as a witness or juror minus witness fees or jury duty pay. Said deduction shall not include reimbursement by the Court for travel or expenses.

36. **TRAINING**

01. All parties recognize that it is mutually advantageous to properly train employees for job efficiency and potential advancement. Following are general types of training programs which may be carried on.

- a) Management may give special training in the operation and maintenance fields to specially qualified employees. Typical of such training is the Trade Trainee training program, training employees for key operating assignments and training employees to man additional or new operating units.
- b) Arrangements may also be made for a salaried employee to temporarily serve in a progression of hourly paid **operating jobs**, for the purpose of acquiring such **experience** as is prerequisite to some position in Sales, Accounting, Laboratory, Research or other management functions. No hourly paid employees shall be subject to any demotion or cut in rate, nor be deprived of any hours of work because of this program.
- c) Prior to the commencement of any training session(s), the employee shall be advised as to the applicable pay for the term of the training.

37. ELECTRICAL TRAINING PROGRAM

See Appendix "B".

38. TRADES TRAINING APPRENTICESHIP PROGRAM

See Appendix "C".

39. FUNCTIONS OF MANAGEMENT

01. The company shall have the right at any time to hire skilled employees from outside whenever, in management's opinion, properly skilled help is not available within the mill.

02. It must be the exclusive function of management to manage the business and direct the working forces and make reasonable rules and regulations for the purpose of efficiency and discipline.

40. STRIKES AND LOCKOUTS

It is agreed that there shall be no strikes, lockouts, walkouts, or other similar interruptions of work during the life of this Agreement.

41. ABSENCE FROM WORK

Regular attendance at work is necessary for efficiency, and the absence of an employee without notification is considered indifference to the interests of the Company and fellow workmen.

42. ABSENCE WITH PERMISSION

01. An employee desiring to be absent from work must apply to his foremen at least one day prior to contemplated absence so that if leave is granted other arrangements can be made.

02. Leave of absence may be granted at the dis-

cretion of the department head except that leave of absence for more than two weeks shall not be granted without the approval of the Mill Manager in writing.

03. The Company may grant a leave of absence to union members for the following reasons:

- a) Legitimate personal reasons.
- b) Temporary appointments to the international union.
- c) Candidacy for public office.
- d) Election to federal or provincial office.

Each request for extra leave will be considered on its own merits taking into account such factors as need, years of service, length of time requested, department work requirements, availability and cost of replacement, and equity of treatment.

No leave shall be granted to employees for the purpose of working elsewhere. Any employee granted leave for one (1) month or more under these circumstances may continue insurance coverage (hospital, medical, dental, and group life) by paying the total premium costs in advance of the leave.

All requests for leave of absence must be applied for in writing and approved by the Department Head, the Director of Human Resources, and/or the President and General Manager.

While company service will not be broken by leave of absence, service-related benefits will not accrue during the leave of absence.

Provided that the employee returns to work immediately upon expiration of the leave, he will be reinstated to his former job without loss of job seniority.

43. EMERGENCY ABSENCE

01. In the event of sudden illness, accident or other emergency, an employee absenting himself must send notification to his supervisor as soon as possible and bonafide cases of emergency will be treated as if permission had been sought in advance.

02. Following notification that an employee is serving a sentence under the law, the case will be dealt with as if the employee had asked for permission in advance and the Company and the Union will endeavour to reach a mutually satisfactory agreement on what action should be taken.

44. ABSENCE WITHOUT PERMISSION

01. Unexcused absence, emergency absence when notification is not given within a reasonable time, will be dealt with by superintendents as follows:

- a) First occasion: The employee shall be warned in writing in the presence of a Shop Steward to ensure that he understands Company policy and the consequences of a future unexcused absence.
- b) Second occasion: The employee shall be suspended for three days.
Two (2) twelve (12) hour days shall be equivalent to three (3) eight (8) hour days.
- c) Third occasion: Providing that it is within twelve (12) months of the first one will automatically discharge him.

02. After one calendar year from its occurrence a record of unexcused absence shall be deleted from the record. Nevertheless, those occasions within the pre-

ceding twelve (12) months shall still remain on the record and subsequent unexcused absences will be dealt with on the basis of the number which have occurred within a twelve (12) month period.

03. If an employee has been absent from work a day or more he shall give adequate notice to his foreman or superintendent of his intention to return. This notice should be given as far in advance as circumstances permit. An employee returning to work after an absence that has occasioned a seniority move may be sent home unless he has given notice of his return a clear twenty-four (24) hours before the starting time of his first return shift.

04. Day workers not having been granted leave of absence who do not report within two (2) hours after starting time shall be treated as an absentee and unless they can show extenuating circumstances, will be charged with an N.P.

05. a tour worker not having been granted leave of absence who does not report within two (2) hours after the start of the shift will be considered as an absentee and the foreman will make provision for substitution. Should the employee (considered as an absentee) report after substitution has been made (or a substitute sent for), he will be sent home. If he can prove extenuating circumstances, he will be treated absent without permission for the day but will not be charged with an N.P. Should he report before arrangements have been made for a substitute, he may work and be recorded as late.

45. CAUSES FOR DISCHARGE

01. Reasons considered sufficient for immediate

discharge:

- a) Bringing intoxicants into the mill.
- b) Wilful neglect of duty.
- c) Disobedience.
- d) Destruction or removal of the Company's property.
- e) Dishonesty.
- f) Refusal to comply with Company rules.
- g) Disorderly conduct or fighting.
- h) Under the influence of intoxicants.
- i) Violating equipment isolation and personal lock procedures (in Lock Out and Vessel Entry Procedures).

02. Reasons considered sufficient for discharge after proper warning given:

- a) Indifference
- b) Incompetence
- c) Sleeping on Duty
- d) Gambling
- e) Horseplay
- f) Walking on or crossing over any conveyor in the mill while operating, except at designated crossovers. (The above rule applies to baling conveyors at all times).
- g) Not wearing protective equipment specified.
- h) Operating any equipment in the mill without authority.
- i) Loitering in Locker Room.
- j) Violating Caution Tag Regulations.
- k) Smoking outside of designated areas.

After one year warnings will be removed from the records.

03.a) No employee shall be disciplined or

discharged without just cause.

- b) An employee is entitled, prior to the imposition of discipline or discharge, to be notified of a meeting with management, unless he is a danger to himself or others. the employee shall be accompanied by a Union representative who shall be advised in advance by management of the time and place of the meeting.
- c) The employer shall provide the employee and the Union with a copy of any written warning or adverse report affecting the employee. Any reply by the employee shall become part of their record.

46. ADJUSTMENT OF COMPLAINTS

01. Should any difference arise between the parties bound to this Agreement concerning its interpretation, application or any alleged violation thereof including any questions as to whether any matter is arbitrable, there shall be no interference with the progress of the work and the difference shall be finally and conclusively settled as hereinafter provided. Either party may initiate grievances with the procedure pursued as expeditiously as possible. A grievance shall be submitted within five (5) working days from the time the employee and/or the Union receives knowledge of the alleged infraction.

02. Step 1 - an employee seeking adjustment of a complaint coming under the scope of this Agreement shall in the first stage confer with the appropriate immediate supervisor, either alone or accompanied by his Shop Steward in an attempt to resolve the complaint. The appropriate supervisor's verbal reply will be given within three (3) working days.

03. Step 2 - if the supervisor's decision is not

acceptable, then within five (5) working days, the grievance committee shall present the grievance in writing to the department manager, otherwise the matter will be closed. Such written grievances shall be signed by the grieving party. The department manager will give his answer in writing to the member of the grievance committee within five (5) working days of receipt of such written grievance.

04. Step 3 - if the reply of the department manager does not adjust the grievance, a meeting with the Pulp Mill Manager may be requested within five (5) working days of the department manager's answer, otherwise the matter will be closed. The Pulp Mill Manager, or his designate, will meet the committee in an attempt to resolve the grievance within ten (10) working days of receipt of a request for such meeting. The International Representative of the Union or his designate may be present at this stage to assist the Local Union. The Pulp Mill Manager shall give his written decision within five (5) working days following the aforementioned meeting.

05. Failing settlement under the above procedure, the matter may then be taken to arbitration, provided that the aggrieved party notifies the other party to this agreement of its intention to do so. However, if no written notification is received within five (5) working days of the final decision in Step 3, the grievance shall be deemed settled or abandoned.

06. Discharge cases or matters concerning the application, interpretation and administration of the Agreement that concern a group of employees or that would not normally fall within the authority of the local supervisors referred to in Step 1 and 2 may be submitted as a grievance in Step 3.

07. Any of the time limits provided above may be extended by mutual consent of the parties hereto.

08. Time limits as referred to above shall exclude Saturdays, Sundays and Holidays.

47. TOOL REPLACEMENT

The Company and the Union agree that effective date of ratification, tools broken on the job and presented to the employee's supervisor will be replaced by the Company.

48. SAFETY SHOES

The company subsidy for safety shoes shall be Eighty-Five Dollars (\$85.00) per pair with a maximum of one pair per employee per calendar year.

49. OPTICAL PLAN

01. Effective May 1, 1997, the Company will provide an Optical Care Plan which will provide for expenses incurred by an employee and/or **the employee's** covered dependents when recommended by a physician or optometrist **as** follows: frames, lenses, and the fitting of prescription glasses, including contact lenses, up to a total payment of One Hundred Dollars (\$100.00) per family member, in any period of twenty-four (24) consecutive months.

02. Refer to Benefits Booklet for details of the Mandatory Eye Protection Policy and Prescription Safety Eyewear Plan.

50. WEEKLY INDEMNITY PLAN

01. Weekly indemnity Insurance benefits commence:

- a) The first day of an accident.
- b) The fourth day of illness or the first day of

confinement to hospital, whichever is the earlier date. No benefits will be paid for the first three days of sickness unless confined to hospital.

NOTE: An employee off work thirty (30) days or more will have benefits paid from the first day of disability.

All claims for disability benefits must be certified by a doctor.

02. Extent of benefits:

- a) On a weekly basis: seventy percent (70%) of an employee's weekly earnings based on employees regular hourly rate of pay at the time of disability, times forty (40) hours per week for day workers and forty two (42) hours per week for tour workers.
- b) On a daily basis: One-seventh (1/7th) of seventy percent (70%) of the employee's average weekly earnings, as established by item a).
By regular job is meant the employee's regular occupation or other job occupation assigned, including light duty, by authorized seniority move or transfer.
- c) Benefit payment cheques will be prepared for ~~the~~ claimant on the eighth (8th) day following a disability as a result of an accident or hospital confinement due to illness and on the eleventh (11th) day following an illness and every seven (7) days thereafter until the maximum benefits are paid (52 weeks) or until the attending physician states the disabled employee is able to return to work.
- d) When an employee is injured at the mill,

Weekly Indemnity Benefits will become effective. If Workers' Compensation payments are made at a later date, the employee must make reimbursement for Weekly Indemnity payments received.

03. Benefits payable under this plan are reduced by any primary disability payments made under the Canada Pension Plan, or any Company group disability income plan. Benefits are not affected by War Pensions or by any insurance policies which the employee may have purchased on his own.

Employees injured as a result of participation in a riot, civil commotion or a fight on or off the job, shall not be eligible for benefits. The plan will provide for an employee who is on active claim arising from a disability which occurred before the effective date of a negotiated increase which continues thereafter, the said employee shall as from the effective date of the negotiated change be paid an increased weekly indemnity benefit.

Employees during their first year of employment will be eligible for benefits equal to their work service time only. Upon completion of three (3) months of active, continuous employment, the minimum benefit period shall be fifteen (15) weeks (105 days). The Company will pay the premium cost and select the carrier. This plan will be set up and implemented in accordance with the insurance policy covering the benefits. See the Human Resources Department for complete details.

51. **LONG TERM DISABILITY**

01. Benefits under this plan are applicable when an employee has exhausted fifty-two (52) weeks of benefits under the Weekly Indemnity Plan.

02. The long-term disability plan will provide monthly benefits equal to fifty-five percent (55%) of the average monthly earnings prior to the disability to a maximum of Three Thousand Dollars (\$3,000.00) per month. Effective May 1, 1997, the monthly benefit will increase to a maximum of three thousand and five hundred dollars (\$3500.00) per month.

03. The plan will provide for an employee who is on active claim arising from a disability which occurred before the effective date of the negotiated increase which continues thereafter, the said employee shall as from the effective date of the negotiated change be paid an increased benefit.

04. New employees will become eligible for long-term disability benefits after one (1) year of service of two hundred and sixty (260) working days.

05. Benefits will be paid on the basis of one week for each week of service up to normal retirement age (earliest retirement age which has no actuarial reduction) as long as the employee is fully disabled.

06. Benefits payable under this plan are reduced by any primary disability payments made under the Canada Pension Plan, or any company group disability income plan. Benefits are not affected by War Pensions or by any insurance policies which the employee may have purchased on his own.

52. DENTAL CARE PLAN

01. Eligibility

- a) New employees will become eligible for dental care coverage six (6) months from date of hire

or after one hundred and thirty (130) consecutive working days.

- b) The spouse and unmarried dependent children under age 21 are also eligible for coverage on the date of employee's eligibility.

"Dependent Children" are defined as natural or adopted children under twenty-one (21) years of age who are dependent upon the employee for financial support.

Dependents also include unmarried children under twenty-five (25) years of age who are in full time attendance at specialized schools, colleges and universities and physically disabled and mentally retarded children of any age who are totally dependent upon the parents for financial support.

Employees applying for dependent coverage under this section will be required to furnish satisfactory proof of full time attendance at specialized school, college or university or medical certification of disability or handicap to the insurance carrier.

02. Effective Date of Benefits:

- a) Employee. Benefits are effective on the day eligible for inclusion in the plan, provided employee is not absent from work due to disability, leave of absence or lay-off. If away from work because of disability, leave of absence or lay-off on the date that coverage would otherwise become effective, benefits will not start until return to active, full-time employment.
- b) Benefits for dependents are effective on the same date as the employee. A single employee who later acquires a dependent

should notify the Employment Office immediately in order that coverage may be changed. Additional dependents will be automatically covered from birth.

c) Coverage

The plan provides employee and eligible dependents with reimbursement of:

- i. 100% of the cost of Class 1 covered expenses, to a maximum benefit of \$1,000.00 per calendar year per insured family member;
- ii. 50% of the cost of Class 11 covered to a maximum benefit of \$1,000.00 per calendar year per insured family member, and
- iii. 50% of the cost of orthodontic expenses to a maximum lifetime benefit of \$1,000.00 per insured family member. Effective January 1, 1997, the maximum lifetime benefit will increase to one thousand and five hundred dollars (\$1,500.00).

Effective date of ratification, the current Ontario Dental Association (ODA) fee schedule each year will apply for the term of the agreement.

Deductibles of \$25 single and \$50 family will be paid by employees per calendar year.

03. Premiums

The premium cost of this plan shall be paid by the Company for the term of this Agreement.

04. Integration

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 and any reduction in premiums will accrue to the Company.

05. How to Claim

After the employee or one of the dependents has made an appointment with the dentist, a claim form should be obtained from the Human Resources Dept. When employee and the dentist have completed the form, it should be brought back to the Human Resources Dept. for completion by the Company and forwarded to the insurance company for processing.

53. RETIREMENT PLAN

01. it is understood that the existing provisions of the Organized Employees' Retirement Plan shall remain in effect until agreement is reached on any change thereto.

02. All employees covered by the organized Employees' Retirement Plan will retire on attaining the age of sixty-five (65) years.

03. An employee may retire with no actuarial reduction in his pension provided:

- a) the employee is at least fifty-eight (58) years old, and,
- b) the employee has at least thirty (30) years of service.

04. Effective January 1, 1992, an employee who retires at age 58 with 30 years of service will receive a supplementary payment of \$450 per month until the Old Age Security (OAS) becomes payable.

This Supplement is inclusive of and not in addition to the present supplement of Twenty Dollars (\$20.00) per

month.

05. It is understood that pension changes in accordance with the Ontario Pension Benefit Act as they apply to private industry will be included in the Pension Plan.

06. The company will establish a local pension advisory committee which will include representatives of both bargaining units, the chairman of which shall be the Kimberly-Clark local pension administrator.

07. An employee who has completed at least one year of continuous service prior to termination and whose most recent period of employment is at least one (1) year in duration will receive full credit for those periods and intervening periods of service, provided the employee has received no retirement plan benefit distribution.

08. An employee with at least fifteen (15) years of continuous service may take normal retirement between the ages of sixty-two (62) and sixty-five (65) years with no actuarial reduction in his pension benefit.

09. An employee with at least fifteen (15) years of continuous service may take early retirement between the ages of fifty-seven (57) and sixty-two (62) years with his pension benefit actuarially reduced, at the rate of five percent (5%) for each year of early retirement.

10. Amount of standard and basic benefit: One percent (1%) times number of years continuous service times average monthly earnings. Average monthly earnings shall be determined from the five highest consecutive calendar years earnings. See Retirement Plan booklet for complete details.

11. An employee may be retired at the Company's option between the ages of sixty-two (62) and sixty-five (65) years, for medical reasons. effective May 1, 1980, the Company will continue to pay the Ontario Health Insurance Plan premium for such employees. The Company will discuss all such cases with the Union Executive.

12. Employees ineligible for benefits under the provisions of the retirement plan will be released from employment on attaining the age of sixty-five (65) years provided that such employee shall be given one year's notice prior to release from the payroll.

13. Effective January 1, 1983, an employee who leaves the Company and has ten (10) years of service is entitled to a full pension benefit based on all years of service while a member of the plan, upon reaching age sixty-five (65).

14. During the term of this Agreement the Company agrees to continue its level of financing of the Organized Employees' Retirement Plan in addition to the employers contribution required under the Canada Pension Plan. A financial report will be provided once each year.

54. GROUP LIFE INSURANCE

01. It is understood that the existing provisions of the group Life Insurance Plan shall remain in effect until agreement is reached on any change thereto.

02. The total premium costs of said plan shall be shared between the employee and the Company with each employee covered thereunder paying thirty cents (\$.30) per thousand (\$1,000) insurance per month and

the Company paying the excess of such total premium cost above thirty cents (~~\$.30~~) per thousand dollars (\$1,000) insurance per month.

03. Employees may enroll at time of employment for one of three options:

- a) Waiver of all coverage
- b) Frozen at two thousand dollars (\$2,000) basic coverage.
- c) Basic insurance *two* thousand dollars (\$2,000) with two times (2x) annual earnings option to a maximum of one hundred and twenty-five thousand dollars (~~\$125,000~~).

04. After six (6) months of employment, the Company shall notify the employee of the option of increasing his basic insurance.

05. The plan provides a double indemnity for accidental death and retains the standard coverage for death for all other causes.

06. When you attain age 65, the amount of insurance on your life will be reduced as follows:

- a) If you were hired on a full-time basis on or after June 1, 1962, your benefit will be reduced by 75% of the amount in force immediately prior to your 65th birthday (minimum benefit \$2,000 and maximum benefit \$15,000).
- b) If you were hired on a full-time basis prior to June 1, 1962, your benefit will be reduced on your 65th birthday, and then each subsequent year as outlined in the Step-Down Schedule, subject to a minimum benefit of \$2,000.

The Step-Down Schedule

<u>Age</u>	<u>Reduction</u>	<u>Age</u>	<u>Reduction</u>
65	10%	70	55%
66	20%	71	60%
67	30%	72	65%
68	40%	73	70%
69	50%	74 and over	75%

If you had received the lump sum benefit, no minimums are applicable.

07. This plan will be set up and implemented, within accordance with the insurance policy covering the benefits.

See the Human Resources Department for complete details.

55. HEALTH CARE PLANS

01. all employees will be enrolled in the following health care plans: Ontario Health Insurance Plan; Blue Cross Semi-Private Hospital coverage; the Extended Health Care Plan; Weekly Indemnity and L.T.D. plans and Dental Plan. The Company will pay 100% of the premium of these aforementioned plans during the life of this Agreement.

02. Ontario Health Insurance Plan. Briefly stated, the health Insurance Plan covers physician's services in the home, his office, the hospital. Diagnosis and treatment of illness and injury. Treatment of fractures and dislocations. diagnosis, pre-operative care and treatment, surgery and post-operative care, anaesthetic, X-rays for diagnostic and treatment purposes. Obstetrical care, including prenatal and postnatal care, from time of

coverage. Services of certified specialists including psychiatrists and ophthalmologists. Laboratory services and clinical pathology when ordered by and performed under the direction of a physician, if these services are not provided by your hospital insurance.

03. Blue Cross Semi-Private Hospital Coverage. This plan covers the difference between standard ward coverage and semi-private ward coverage. It also pays up to Three Dollars (\$3.00) per day for accommodation of patients requiring chronic bed hospital care.

04. Blue Cross Extended Health Care. The benefits available through this plan include reimbursement for the following: after deducting Ten Dollars (\$10.00) in any period of twelve (12) consecutive months for a single employee or Twenty Dollars (\$20.00) per insured family, the cost of drugs, serums, insulin, etc. purchased on the prescription of a medical doctor, private duty nursing when ordered by the attending physician, services of a physiotherapist, difference between semi-private and private room hospital coverage, dental care when necessitated by direct accidental blow, purchase or rental of special remedial appliances, artificial limbs, etc., not covered by any government agency, as well as payment for masseurs, speech therapist etc.

05. Termination of benefits
Disabled employees on Workers' Compensation will be eligible for benefits up to twelve (12) months after the date of disability for the aforementioned plans. After twelve (12) months, the employee's coverage will terminate providing equal coverage is available through government assisted plans.

06. Effective the first of the month following date of

ratification, the Company will cover the cost of chiropractic services to a maximum of three hundred dollars (\$300.00) per family member per calendar year.

56. TIMEKEEPING RULES

01. The Company agrees that an employee will be advised of any correction in his time on the distribution sheet by his supervisor giving consideration to problems of notification that arise just prior to the conclusion of the pay period.

When it has been substantiated by the Pay Department that an employee is underpaid in the amount of four (4) hours or more due to a Company error, a cheque or cash will be issued as soon as possible but the delay will not exceed twenty-four (24) hours, excluding Saturday, Sunday and holidays.

The unit of timekeeping is one-tenth (1/10) of an hour or six (6) minutes

02. The pay periods shall be fourteen consecutive days commencing at 8:00 a.m. on a designated Monday. The regular pay days of the Company shall be bi-weekly.

03. Employees shall not be allowed to draw pay in advance of pay day except in case of extreme emergency such as sickness, death in family, etc., and then only on authority of the department head. Such advance in no case shall exceed the pay earned less normal payroll deductions, except that any employee shall have the privilege of drawing his vacation pay in advance of his vacation.

04. When an employee submits the required forty-eight (48) hours advance notice of a floating holiday and such holiday falls on a regular pay day, he may be

allowed to draw his regular pay cheque prior to taking such holiday.

05. The Company agrees to pay union executives for time off on union business (including days of rest for Local **1861**) and the union agrees to reimburse the Company for invoiced costs. The union will make written requests on Company approved forms.

57. COMPULSORY SAFETY EQUIPMENT

All compulsory safety equipment will be supplied by the Company saving and excepting safety shoes which shall be subsidized as per Article 48.

58. MILL RULES

It is understood and agreed that all rules, regulations and instructions of the Company which do not conflict with the provisions of this Agreement or the Provincial or Federal Laws, are affirmed, and will continue in full force and effect during the life of this Agreement or any extension thereof.

59. DIRECT BANK DEPOSIT

All employees shall have their wages paid by direct bank deposit to a local chartered bank or credit union pursuant to the written instructions of the employee.

**HOURLY RATE SCHEDULE
KIMBERLY-CLARK FOREST PRODUCTS INC.
TERRACE BAY, ONTARIO**

and the

**INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
LOCAL 1861**

	May 1/96	May 1/97	May 1/98
Hourly Leader	\$30.77	\$31.69	\$32.64
Head Electrician	\$27.04 - 27.68	\$27.85 - 28.51	\$28.69 - 29.37
Electrician	\$26.35 - 26.72	\$27.14 - 27.52	\$27.95 - 28.35
Shift Electrician	\$27.32	\$28.14	\$28.98
Helper Electrician	\$21.06 - 21.51	\$21.69 - 22.16	\$22.34 - 22.82
T. T. Electrician	\$21.38 - 26.72	\$22.02 - 27.52	\$22.68 - 28.35

A premium rate of fifty cents (\$.50) per hour will be paid to qualified Electricians who completed the Company advanced Electrical course.

See Appendix B for Advance electrical Course during the term of this Agreement.

When adding additional Trade Trainees, the starting rate shall be 80% of the maximum tradesman's rate in the trade he is studying. For details refer to Appendix "c" Trades Training Apprenticeship Program.

APPENDIX " A

A. LAY-OFF POLICY - formulated by joint Union-Management Committee

(1) The following is set out as the method to be used in making demotions and effecting lay-offs when reductions in personnel are necessary because of curtailment of operations, lack of work, etc.

(2) It is difficult to lay down hard and fast rules to cover all cases. It is therefore considered advisable to generally follow the rules set out but where there are cases of an unusual character and Management has reason to believe they should be deviated from, or if the rules do not appear to clearly define the action to be taken in a specific case, Management will discuss the case with the Union before taking action.

(3) These policies cover members of the United Paperworkers International Union and the Local Union 1861 of the International Brotherhood of Electrical Workers Unions only and when Company seniority is referred to here, concerns only these Unions and specifically excludes Security Guards and all salary paid occupations.

B. SENIORITY - Defined

(1) Company Seniority - is the length of continuous service of an employee with the company measured from the date he begins work with the Company. Seniority is lost when an employee's service is broken by being separated from the payroll for any reason. If re-employed after separation seniority starts from the latest date of continuous employment.

(2) Job Seniority - is the length of continuous service of an employee measured from the date he begins work on a **job on a permanent basis**. If an employee is placed on a job on a temporary basis and such placement later becomes permanent, his job seniority will date back to the start of his last period of continuous service on that job.

(3) When there is equal job seniority then employees with the highest Company seniority shall be considered senior.

(4) No consideration because of seniority will be given to an employee with less than thirty days of service.

C. (1) EMPLOYEES- Temporary Payroll

Employees hired for temporary work shall be so informed at the time of employment. When notifying the Union of hires and releases, the Company will indicate those who are on a temporary payroll.

(2) LAY-OFFS- Temporary Payroll

- a) All employees on the temporary payroll shall be laid off before an employee on the regular payroll is laid off.
- b) Employees hired for the temporary payroll shall be laid off on the basis of seniority.

D. LAY-OFFS- Tradesman

Cases of lay-off from tradesmens' occupations, where there are helpers in that trade, will be treated as if there were a direct line of progression from helpers in that occupation. Example: Electrician helpers to Electrician.

E. TEMPORARY LAY-OFFS - Where it is necessary for Management to lay off employees for a temporary period it will not be obligatory to follow the procedure outlined above. However, Management will define what it considers to be the most suitable action to take and will discuss the matter with the Union representatives before a final decision is made.

Charts showing lines of progression and demotion shall be kept by the Company and available to the Union.

APPENDIX "B"

The parties agree to discuss the upgrading and training of employees in the Electrical/Instrument (E/I) Department at the local mill level. The rules and conditions governing the implementation of such programs shall be negotiable. Programs approved as required shall be administered by a joint Union-Company committee. It is the Company's responsibility to provide these programs.

ADVANCED ELECTRICAL/INSTRUMENTATION PROGRAM

ELECTRICIANS

To qualify for \$0.50 an hour premium in addition to regular "A" rate of pay, tradesmen must meet the following criteria:

Have the "D" endorsement on the 309A Ontario Electricians certificate of qualification plus the "A" rate of pay

or

successfully complete the Joint E/I Committee's approved electronic training course and demonstrate an ability to work with electronics

or

have the equivalent training courses in electronics that would be reviewed and approved by the Joint E/I Committee and demonstrate an ability to work with electronics.

Tradesmen who require training (joint ~~Committee's~~ approved electronic training course) and who have not previously taken the course and who successfully complete the first half of the course shall receive an interim rate of \$0.30 per hour, and upon successful completion of three-quarters of this course shall receive an interim rate of \$0.40 per hour providing in each case they continue with and successfully complete the entire course.

If the employee withdraws from the course or fails to successfully complete any portion of the course, the premium rate will be discontinued. Head tradesmen (on a permanent basis) shall meet these requirements.

The administration of this Advanced Electrical/Instrumentation Program will be by a joint Union-Company Committee.

APPENDIX "C"

TRADES TRAINING AND APPRENTICESHIP PROGRAM

I Purpose

It is the policy of the Company to conduct a Trades Training program in order to have an adequate supply of skilled tradesmen available. It is the intent of this program to train mill employees as Tradesmen when qualified candidates are available. The policy does not preclude obtaining candidates from outside of the bargaining unit or the hiring of skilled tradesmen.

II Advisory Committee

- a) The Committee shall consist of 5 Union Members- 3 from Local 665, U.P.I.U.; 1 from Local 1861, I.B.E.W.; 1 Trade Trainee from either U.P.I.U. or I.B.E.W.; 3 Company representatives and the mill Training Coordinator.
- b) The mill Training Coordinator will act as Secretary and the committee will determine the time and place of regular meetings.
- c) The duties of the Committee shall be to periodically review policies and problems relating to the apprenticeship program and recommend changes and solutions.

III Definition of Apprentice

An Apprentice shall be a person who will be at least 18 years of age in the year of their introduction into the trade, who has entered into a written apprenticeship contract for a certain trade, of a reasonable continuous employment for his participation in an approved schedule of work experience during such employments, and

the taking of a suitable related training course.

IV The minimum educational standard for entry into the apprenticeship program shall be the Ontario Grade 12 or equivalent.

All vacancies for trades training shall be posted. Applicants must first meet the educational standards as established (Section IV) before applying for and taking the mechanical aptitude and other tests and a personal interview as required for qualification to enter the program. A Union representative of the apprenticeship committee shall be present when applicants are taking the required aptitude exam.

Mill employees, by seniority, who meet the required standard of qualification as established, shall be given preference. Applicants must be physically capable of handling the duties of the trade for which they may be selected. If the senior applicant is not selected, the Company will advise the Union concerned which will have the opportunity to discuss, with the Company, the reason the senior employee is not being selected.

For each employee of the bargaining unit selected, the Company shall retain the right to select one (1) candidate from outside of the bargaining unit.

V Terms of Apprenticeship

- a) The period of Apprenticeship shall be compatible with the Ministry of Colleges and Universities. After graduation, the Apprentice will automatically progress to Journeyman top rate during the next 18 months of satisfactory work performance.
- b) The first ninety (90) days of the first year shall

be considered entirely as probationary period and the person's continuance as an Apprentice depends upon ability and progress as demonstrated during this trial period.

c) To be eligible for advancement at the end of any **period**, an Apprentice must have completed their shop work to the satisfaction of the shop supervision, and their technical training to the satisfaction of the trade school.

d) An Apprentice who does not qualify for advancement at the end of any period (with the exception of the first one) shall be considered as re-entering upon a trial period, and shall be notified, in writing, as to the nature of their unsatisfactory work by their immediate supervisor. Such notification shall be subject to a review by the Apprenticeship Committee. If he does not qualify after three (3) additional months, that person shall be released from the apprenticeship course.

NOTE: The Apprentice will only be allowed one three-month extension during their apprenticeship.

An employee released from the training program who transferred to the Engineering-Trades Department from another mill department shall displace the most junior Cleaner or Labourer in the mill holding a regular job position, providing the trainee has greater Company service seniority than the junior Cleaner or Labourer being displaced.

An employee displaced from the program who entered the Engineering-Trades Department from outside the bargaining unit and is released from the program shall be released from the payroll.

VI Continuity of Employment

The Company will encourage continuous employment for all Apprentices under agreement in accordance with these standards. If an Apprentice is cut back because of business conditions or major disaster, they will be reinstated before any additional Apprentices or Journeymen are employed in their trade.

VII Schedule of Work Experience

The apprentice, during the term of apprenticeship, shall receive such broad experience and training on the job as is necessary to develop a practical and skilled tradesman. This will include work both in and out of the shop. It is recognized that no definite sequence of work experience can be established. It is suggested, however, that an agreed-to schedule be adhered to in the fullest extent possible, consistent with the trade conditions.

Qualified supervision shall be defined to mean that degree and closeness of supervision necessary to teach good workmanship consistent with work schedules.

It shall not mean that the apprentice at all stages of his training must be accompanied by his supervisor or journeyman, for as the apprenticeship advances, so will the degree of performance and the amount of responsibility. It is understood that an Apprentice will not be promoted on a temporary basis as a Tradesman during the first 4000 hours of apprenticeship. The minimum journeyman trade rate will be applicable when an apprentice is assigned the responsibility to work on a job requiring the skills of a journeyman tradesman. When such Trainees are required to be set up, on a temporary basis, the senior Trainee in the area crew assigned will be given preference.

VIII Log Book

Upon entering an apprenticeship the Employee will

be furnished a log book by the Ministry of Skills Development. The log book will be verified by the supervisor in charge when requested.

IX Hours of Work

The work day and work week and conditions associated therewith shall be the same for Apprentices as for the "Day Worker" journeyman. (As per collective agreement).

X Rates of Pay

The schedule of rates for Apprentices will appear in the main wage schedule.

- a) Probationary Apprentices (1000 hours) shall receive 80% of maximum Journeyman rates.
- b) A 2% increase of the maximum journeyman rate every 1000 hour period thereafter until they reach maximum Journeyman rate. Upon proof of receiving Certificate of Qualification proceed immediately to journeyman rate.
- c) All increases are conditional upon satisfactory completion of each step of the apprenticeship program.
- d) If the apprentice defers a school term and because of this deferral he proceeds beyond his government contract hours all increases will be withheld at the rate achieved at that time until all schooling is satisfactorily completed.

XI Certificate of Apprenticeship

As per Ontario Ministry of Colleges and Universities legislation.

XII Obligations of an Apprentice

Every apprentice shall:

- a) Attend regularly such classes in trades training

and related subjects as may be required by the Company or by Government legislation.

b) Suffer loss of wages for non-attendance at prescribed day classes and incur the cancellation of the apprenticeship contract for wilful failure to attend day or evening classes where such failure could reasonably have been avoided.

c) The Apprentice is subject to all provisions of the Collective Agreement.

d) As a tradesman, it will be to his personal advantage to keep up-to-date with any advances in his field. In some cases, the Company should be prepared to aid the employee, either with classes, courses or literature.

XIII Tradesman Tool Requirements

It is understood that during the period of Apprenticeship, an apprentice will accumulate the tools of his trade in a predetermined manner and in accordance with the Company-approved tool list requirements, related to the increase of responsibility as his apprenticeship progresses. Before being promoted to Journeyman status, an Apprentice must satisfactorily prove to his supervisor that he has all the necessary tools to perform within that category.

APPENDIX "D"

4 X 10 WORK SCHEDULE

1. AREAS COVERED

The following will apply to any day crew which adopts the 4 x 10 schedule.

2. SCHEDULE

- 100% of crew to work Monday through Thursday, 7:30 a.m. to 5:30 p.m., 20 minute paid lunch. One break in morning, one break in the afternoon;
- a small percentage of day workers may be required to work 8 hours on Friday at premium rates. This group will also cover week-end duty. Details below, item (3);
- the oiler crew and auto mechanic group schedule may differ from the above.
- the schedule is expected to be in place 12 months/year, providing it proves to be successful.

3. FRIDAY COVERAGE

The Friday coverage crew will be expected to do any normal work in the mill, i.e. normal scheduled work, breakdowns, finishing jobs left from the previous day, or getting the mill ready for Saturday and Sunday operation. They may work in any area of the mill.

Extra people may be asked to augment the Friday group, as per current overtime provisions.

Any day worker scheduled to provide coverage for

Friday, Saturday or Sunday, the hours of work shall be 7:30 a.m. to 12:00 noon and 12:30 p.m. to 4:00 p.m. with a 1/2 hour unpaid lunch.

4. WEEKEND DUTY (W.E.D.)

A weekend duty maintenance crew will be established.

This will initially be:

- 2 millwrights
- 2 pipefitters
- 1 electrician
- 1 instrument mechanic
- 1 welder

The makeup of the crew will be reviewed on a quarterly basis, and may be adjusted based on experience.

A person on call (4:00 p.m., Friday to 7:30 a.m. on Monday) will be expected to carry a pager and:

- 1) respond to all calls;
- 2) report at the mill within a reasonable time;
- 3) perform work as assigned.

Obviously, extra long work, or jobs requiring large crews may require additional people being called as per present practices.

Persons on W.E.D. who are called in will be paid as per the collective agreement.

People who are scheduled for W.E.D. are responsible to find alternates should they be unable/unwilling to be on duty as scheduled

All W.E.D. call-ins will be examined by a 4 x 10 sub-committee to ensure calls are necessary and reasonable.

Persons making the call-in must exercise restraint. Calls should be reserved for important work - not work left

over from earlier in the week, for example.

**5. CONTRACTUAL LANGUAGE
INTERPRETATION**

ARTICLE 18 - HOURS OF WORK - DAY WORKERS

The normal hours of work for day workers shall be from 7:30 a.m. to 5:30 p.m., with a 20 minute paid lunch, Monday through Thursday, except when otherwise mutually agreed upon. As the normal operation of the mill is continuous, day crew\$ will be assigned, as required, to a seven (7) day - day shift schedule.

ARTICLE 23 - OVERTIME - DAY WORKERS

01. Time and one-half will be paid for all work performed between the hours of 7:30 a.m. Sunday and 7:30 a.m. Monday. Double time will be paid for all consecutive hours worked after eight (8) hours on Sunday.

04. a) Day workers working on regular shift hours (7:30 a.m. to 5:30) p.m.) shall be paid time and one-half for work performed before 7:30 a.m. and after 5:30 p.m. When another work schedule is agreed upon and designated, then time and one-half shall be paid for the hours worked before or after the ten (10) hour work period so designated. In the case of an employee reporting late without authorized leave, overtime will commence after he has completed ten (10) hours.

b) Time and one-half will be paid for all consecutive hours worked in excess of ten (10) hours and double time for all

consecutive hours worked in excess of twelve (12) hours.

06. Any day worker who is scheduled or called out and works six (6) hours or more on Sunday, shall have the option of taking a day off or working his regular schedule (Monday through Thursday) the week following. If he works the full week, Monday through Thursday, he will be paid at the rate of time and one-half for Thursday. It is understood that a day off for any reason except statutory holidays, floating holidays, rest period of five (5) hours or more, and scheduled Union business for which the Union has requested time to be paid on standard Company forms breaks the continuity of a full work week. Should such holidays fall on a Thursday, time and one-half will apply to the day preceding.

08. If a day worker is requested to do overtime work before completing his regular hours of work, he will receive overtime rates as provided in 04. above. But if such overtime commences after 6:30 p.m., and before 6:30 a.m., a minimum of four (4) hours at straight time shall be paid.

09. If specifically called out and required to go on duty after having completed their regular hours of work, they shall receive overtime rates as provided in 04. above, but if called out before 6:30 a.m., a minimum of four (4) hours at straight time shall be paid.

12. If a day worker is called in before 3:30 a.m., for emergency work and is required to continue on this or other emergency work beyond 7:30 a.m. of a regular work day he shall continue to receive premium time until, in the opinion of his supervisor, the emergency work is completed. The employee will be allowed to go home

when the emergency work is completed, but if he elects to remain will revert to straight time payment.

**ARTICLE 26 - LUNCHES AT THE EXPENSE
OF THE COMPANY**

02. Day Workers

- a) When a day worker is requested to continue working after 5:30 p.m. and it is expected the job will not be completed by 7:00 p.m., a lunch will be provided. If the job continues past 10:00 p.m., a lunch will be provided at that time.

- d) Employees requested by their supervisor to work through the normal supper period to complete a job, will have the option of eating at the mill or be granted one-half hour pay and a meal voucher in lieu thereof. It is with the understanding that such overtime work would not extend beyond 8:00 p.m.

- e) If scheduled to work their days of rest, from 7:30 a.m. to 12:00 noon, and from 12:30 p.m. to 4:00 p.m., employees will provide their own lunch.

- f) If scheduled to work twelve (12) hours, from 7:30 a.m. to 7:30 p.m., with a 20-minute paid lunch break, a lunch will be provided. If work is scheduled around the clock on two 12-hour shifts, from 7:30 a.m. to 7:30 p.m., and from 7:30 p.m. to 7:30 a.m., the employees will be provided with a lunch.

03. Major Maintenance Shutdown Periods

During the major maintenance shutdown periods, employees scheduled to work twelve (12) hours or required to work overtime beyond 7:00 p.m., and who have had sufficient advance notice, will be required to supply their own second lunch for which the Company will reimburse the employee with a meal voucher.

ARTICLE 27 - REST PERIOD AFTER EXCESSIVE HOURS OF WORK

02. Day workers who follow regular shift hours, 7:30 a.m. to 5:30 p.m., who are called in, will be allowed equivalent time off with pay (rest period) for time worked between 11:30 p.m. and 7:30 a.m. provided in every case the work commenced on or before 4:00 a.m. The rest period shall be taken during the following normal work day. The employee will be entitled to a minimum rest period of 60 minutes for the first call-in in any calendar day.

ARTICLE 28 - STATUTORY HOLIDAYS

01. Holidays

- a) CANADA DAY - twenty-four (24) hours (Sunday excluded)* from 7:30 a.m. (7:00 a.m.)** of Canada Day to 7:30 a.m. (7:00 a.m.)** of the following day.
- b) LABOUR DAY - twenty-four (24) hours, from 7:30 a.m. (7:00 a.m.)** Monday to 7:30 a.m. (7:00 a.m.)** Tuesday.
- c) CHRISTMAS - forty-eight (48) hours (Sunday excluded)* from 5:30 p.m. (3:00 p.m.)** Dec. 24 to 5:30 p.m. (3:00 p.m.)** Dec. 26.
- d) NEW YEARS DAY - twenty-four (24) hours (Sunday excluded)* from 5:30 p.m.

(3:00 p.m.)** Dec. 31 to 5:30 p.m. (3:00 p.m.)**
Jan. 1.

- * It is understood and agreed that "Sunday excluded" applies only to day workers whose regular work schedule provides Sunday as a day of rest each week.
- ** Indicates the holiday period time for tour workers on the 7-3-11 shift schedule.

03. Eligibility

- b) An employee unless due to illness or accident must have been at work twelve (12) days out of the preceding thirty (30) days on the 28-day cycle or ten (10) days on the 4 x 10-day cycle.
- d) A new employee must have been an employee of the Company thirty (30) days and actually worked a minimum of twelve (12) days on the 28-day cycle or ten (10) days on the 4 x 10 day schedule.

04. Pay When Qualified

- a) An employee who does not work on Canada Day, Labour Day, Christmas Day, Boxing Day, and New Year's Day shall receive ten (10) hours' pay at the rate of his regular occupation, providing the statutory holiday falls on his regular scheduled working day.

An employee who does work on Canada Day, Labour Day, Christmas Day, Boxing Day and New Year's Day shall receive eight (8) hours pay.

If such statutory holiday falls on an employee's regular days of rest, he shall be paid eight (8) hours' pay at the rate of his regular occupation.

ARTICLE 29 - FLOATING HOLIDAYS

Under the 4 x 10-hour work schedule, we will interpret 01. to mean that upon implementation of this work schedule, floating holidays will be taken as six (6) 10-hour floaters with the remaining four (4) hours credited to the employee as bank time at the commencement of the calendar year.

ARTICLE 30 - VACATION

05. Vacation Pay

b) In order to qualify for vacation pay an employee shall take off, for each week of vacation, four (4) working days which otherwise he would be scheduled to work. If he takes off less than four (4) working days per vacation week, his pay shall be computed on the basis of his working days taken as vacation.

ARTICLE 31 - FUNERAL LEAVE

Funeral leave is to allow an employee time off work with no loss of wages and conversely no gain in wages.

Three (3) days' Funeral Leave - time loss up to a maximum of 24 hours' pay.

First Shift Loss - 10 hours' pay
Second Shift Loss - 10 hours' pay
Third Shift Loss - 4 hours' pay

Five (5) days' Funeral Leave - time loss up to a maximum of 40 hours' pay.

First Shift Loss - 10 hours' pay
Second Shift Loss - 10 hours' pay
Third Shift Loss - 10 hours' pay

- Fourth Shift Loss - 10 hours' pay
- Fifth Shift Loss - No pay

ARTICLE 35 - JURY DUTY PAY

01. Employees will be reimbursed for the difference between Subpoenaed Witness and Jury Duty pay and regular straight time pay for scheduled hours lost. Regular straight time pay means ten (10) hours at the regular straight time rate of the job at which the employee would have worked had he not been on Jury Duty.

Articles 49 to 54

The Benefit Committee will review all benefits relative to the 4 x 10 hour shifts.

6. MEASUREMENTS

A key provision of the 4 x 10 schedule is that mill performance not suffer. Several measurements will be periodically examined by the 4 x 10 committee to determine success.

- e.g.
- call-ins
 - production quality and quantity
 - costs
 - equipment availability and/or downtime
 - job order backlog
 - worker feedback
 - customer satisfaction

If any party feels the schedule is not supportive of good mill operation, the Company and Unions will meet to resolve the issue(s).

Dated at Terrace Bay, Ontario this 3rd day of July, 1996.

**KIMBERLY-CLARK FOREST PRODUCTS INC.
PULP AND FOREST PRODUCTS OPERATIONS**

R. C. Baxter

C. V. Speziale

**LOCAL UNION 1861 of the
INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS**

M. R. Glad

R. E. Thompson

MILL RULES

1. REPORTING AND TREATMENT OF ACCIDENTS AND INJURIES

- a) All employees must report all accidents to the foremen at once, regardless of how slight the injury. All injuries must be treated promptly using authorized Company Medical Centre facilities and a doctor of employee's choice, when necessary.
- b) When a disabling injury occurs, the injured employee shall **be** paid full time on authority of the supervisor or his superintendent, for the balance of the day on which the injury occurred.

2. LOCK OUT AND VESSEL ENTRY

Please refer to the Lock Out and Vessel Entry booklet.

3. CLOTHING

Employees must not wear clothing or jewelry which can readily become entangled in machinery. Clothing not in use shall be kept in the employee's locker.

4. SAFEGUARDS

Guards must not be removed except for necessary repairs and then must **be** replaced before starting machinery.

5. MEETING ATTENDANCE PAY

01. The following provisions shall govern the pay for hourly paid employees including officers and stewards of the Union when attending meetings with representatives of management.

- a) i. Contract negotiations, wage adjustment and grievance adjustment meetings held at the request of the Union.

- ii. Fay shall not be allowed for contract negotiations and wage adjustment meetings regardless of whether the employees, Union officers and stewards would otherwise be at work or not.
 - iii. The Union may request a meeting with management representatives during working hours to discuss grievances or interpretations of the Labour Agreement. Union officers, stewards and aggrieved employees present who would otherwise be at work shall not be docked for the time spent in the meeting up to a limit of two hours.
 - iv. Employees shall not be paid for that portion of the meeting time which extends the two-hour maximum allowance. Those persons present at such meetings, who are "off duty" shall not be paid for time spent in the meeting.
- b) i. Meetings held at the request of the Union which do not involve contract negotiations, wage adjustments or grievance adjustment.
- ii. Such meetings may be held during regular working hours and employees in attendance shall not be docked from their regular day's pay. It is expected that under normal circumstances employees will leave the job, attend the meeting and report back to work for the completion of their shift. Employees who attend such meeting "off duty" shall not be paid.
- c) i. Meetings held at the request of management

where attendance is required. Employees shall be paid at straight time rates for time actually spent in the meeting which is outside the employee's regular work period. Employees attending such meetings during their regular work period will not be docked for time spent at the meeting. Such meetings may be scheduled either during or outside the employee's regular working hours.

- d) i. Meetings held at request of management and where attendance is voluntary. In the event employees attend such meetings outside of regular working hours, no pay shall be allowed.

If the meeting is scheduled during the employee's working hours and the employee has the permission of his supervisor to attend such meeting, he will not be docked for the time spend in the meeting.

- e) Prior to the commencement of the meeting or training session, union and management shall agree as to the purpose of the session and the applicable rates of pay.

6. ADMITTANCE TO MILL

01. Employees off duty will be requested to register in employee's register at the time clock station or main mail entrance station before visiting the mill.

02. Passes for visitors, union officials and others will be issued by the Mill Manager.

03. Neither visitors nor employees shall be permitted to take cameras into the mill or to take pictures of any

of the Company's equipment.

7. PASSES TO TAKE OUT PACKAGES

01. Employees and others taking parcels, materials or equipment from the mill premises must first obtain a written pass properly authorized. This applies to purchases, borrowed equipment, materials of no sales value, equipment which has been brought in for repairs etc.

02. A workman's tools may be taken out on a pass signed by the Trades Supervisor on a Materials Pass Slip.

03. Collection of Passes. The Security guard will collect all **passes** when the bearer leaves the premises.

8. BULLETIN BOARDS

01. The bulletin boards throughout the mill are in the charge of the Human Relations Department.

02. It is not desirable that notices be posted anywhere except on the permanent bulletin boards.

03. The Company shall provide and the Union shall be permitted to utilize one main bulletin board and any additional departmental bulletin boards which may be requested by the Union solely for the purpose of giving information to its members concerning Union matters. All notices and information to be posted will be submitted to Industrial Relations, prior to posting.

9. SERVICE RECORD

01. An employee with one or more years of continuous service shall not have his service record broken by an authorized leave of absence nor by release to the

inactive payroll. However, the record is broken by a **release from** the payroll for any other reason. If rehired within one year after lay-off, it shall not be **considered** a break in his service record. However, the time spent in lay off is not included in computing service record.

02. Employees who have completed their probationary period, but have less than one (1) year's seniority, will be considered terminated by a lay-off exceeding three (3) months.

MEMORANDUM OF AGREEMENT

BETWEEN

KIMBERLY-CLARK FOREST PRODUCTS INC.
MILL OPERATIONS
TERRACE BAY, ONTARIO

- and -

UNITED PAPERWORKERS INTERNATIONAL UNION
LOCAL 665

- and -

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
LOCAL 1861

- I The parties herein agree to the terms of this Memorandum as constituting **full** settlement of all matters in dispute.
- II The parties herein agree that the term of the collective agreement shall be from May 1, 1996 to April 30, 1999.
- III The parties herein agree that the said collective agreement shall include the terms of the previous collective agreement which expired April 30, 1996, provided, however, that the following amendments are incorporated.

MONETARY ISSUES
TERMS OF AGREEMENT
IBEW - Article 2
UPIU -Article 2

1. Delete from contract in its entirety

1. If an employee is called in on any nightshift and loses next day shift, he will be given option to work the 3 p.m. to 11 p.m. shift a straight time to make up for the lost shift.

LUNCHES AT THE EXPENSE OF THE COMPANY
IBEW - Article 27
UPIU -Article 27

1. Effective August 1, 1996, employees will be provided the opportunity to cash meal tickets at local merchants, contingent upon approval of the merchants.

REST PERIOD AFTER EXCESSIVE
HOURS OF WORK
IBEW - Article 28
UPIU -Article 28

1. Rest time to start at 11:30 p.m. when called in

FUNERAL LEAVE
IBEW - Article 32
UPIU -Article 32

Effective Date of Ratification, add to 02.

- Grandchildren, brother-in-law, sister-in-law

OPTICAL PLAN
IBEW - Article 51
UPIU -Article 51

Add as 51.01

Effective May 1, 1997, the Company will provide an Optical Care Plan which will provide for expenses incurred by an employee and/or the employee's covered dependents when recommended by a physician or optometrist as follows: frames, lenses, and the fitting of prescription glasses, including contact lenses, up to a total payment of One Hundred Dollars (\$100.00) per family member, in any period of twenty-four (24) consecutive months.

WEEKLY INDEMNITY PLAN

IBEW - Article 52

UPIU - Article 52

Effective Date of Ratification, remove from 02.(d)

"and there is a delay of thirty (30 days in establishing a Workers' compensation claim or in receiving compensation payments."

LONG TERM DISABILITY

IBEW - Article 53

UPIU - Article 53

The Company and the Unions agree to amend 02. as follows:

02. REMOVE: "Effective date of ratification.."

ADD: "Effective May 1, 1997, the monthly benefit will increase to a maximum of three thousand and five hundred dollars (\$3500.00) per month."

DENTAL PLAN

IBEW - Article 54

UPIU - Article 54

The Company and the Unions agree to amend 02. as follows:

02.(c) iii "...Effective January 1, 1997, the maximum lifetime benefit will increase to one thousand and five hundred dollars (\$1500.00). Effective date of ratification, the current Ontario Dental Association (ODA) fee schedule each year will apply for the term of

the agreement.

GROUP LIFE INSURANCE

IBEW - Article 56

UPIU - Article 56

06. Delete in its entirety.

HEALTHCARE PLAN

IBEW - Article 57

UPIU - Article 57

The Company and Unions agree to add as 06.

06. Effective the first of the month following date of ratification, the Company will cover the cost of chiropractic services to a maximum of three hundred dollars (\$300.00) per family member per calendar year.

RATE SCHEDULE

The Company and the Unions agree to the amended rate schedule.

NON-MONETARY ISSUES

PURPOSE OF AGREEMENT

IBEW - Article 1

UPIU - Article 1

- Replace Article 1.03, last paragraph with Appendix "D" (Local 1861) and Appendix "F" (Local 665), Teamworks Agreement.
- Insert World Class Leadership Chart inside front cover of contract booklet.

HOURS OF WORK - DAYWORKERS

IBEW - Article 19

UPIU - Article 19

19.01 HOURS OF WORK - DAY WORKERS - 5 DAY
PER 8 HOUR SCHEDULE

19.02 HOURS OF WORK - DAY WORKERS - 4 DAY
PER 10 HOUR SCHEDULE

Company agrees to add the description of the hours of work for day workers to reflect the 4 x 10 schedule as described on Page 135 (local 1861) and Page 155 (local 665), No. 20 of the Addendum to the Union contract booklet as Article 19.02.

19.03 "As the normal operation.."

HOURS OF WORK - TOUR WORKERS

IBEW - Article 20

UPIU - Article 20

20.11(m) Delete in its entirety - refer to 16.02

OVERTIME

IBEW - Article 23

UPIU - Article 23

Company and Unions agree to amend as follows:

"An employee will be requested to work overtime as per the overtime policy."

FLOATING HOLIDAYS

IBEW - Article 30

UPIU -Article 30

30.03 Delete in its entirety

30.20 For Memorandum of Agreement Only

"Floating holidays may be taken in hours to accommodate employee needs providing the team can cover the absence without the need to schedule or call in relief."

VACATION

IBEW - Article 31

UPIU - Article 31

04. The Company and the Unions agree, in principle, to move the holiday period from January 1st to February 1st. A committee shall be established to work out the details.

TRAINING

IBEW - Article 37

UPIU - Article 37

ADD: 37.01 (c) to read as follows:

"Prior to the commencement of any training session(s), the employee shall be advised as to the applicable pay for the term of the training."

**JUNIOR TRADES TRAINING
APPRENTICESHIP PROGRAM**

IBEW - Article 39

UPIU - Article 39

Change wording to read as follows:

"Refer to Appendix C."

LABOUR/MANAGEMENT RELATIONS

IBEW -Article 41

UPIU -Article 41

- Delete in its entirety

OPTICAL PLAN

IBEW - Article 51

UPIU -Article 51

Add as 02. and change wording to read as follows:

"Refer to Benefits Booklet for details of the
Mandatory Eye Protection Policy and Prescription
Safety Eyewear Plan."

TIMEKEEPING RULES

IBEW - Article 58

UPIU -Article 59

Delete:

...01 through 08 (IBEW) and 01 through 09 (UPIU)

...Second Paragraph 58.09 (IBEW) and 59.10 (UPIU)

Change:

...Article 58.09 to become 58.01 (IBEW)

...Article 59.10 to become 59.01 (UPIU)

Insert:

...Article 59.01 (IBEW) and 60.01 (UPIU) to 58.01
(IBEW) and 59.01 (UPIU) to read as follows:

"The unit of timekeeping is one-tenth (1/10th) of an
hour or six (6) minutes."

Insert:

...Mill Rule 6 to become Article 58.02 (IBEW) and 59.02

(UPIU) to read:

"The pay periods shall be fourteen **(14)** consecutive days commencing at the normal start time on a designated Monday. The regular pay days of the Company shall be bi-weekly."

...Mill Rule 7, first paragraph to become Article **58.03** (IBEW) and 59.03 (UPIU) to read:

"Employees shall not be allowed to draw pay in advance of pay day except in case of extreme emergency such as sickness, death in the family, etc. and then only on authority of the department head. Such advance in no case shall exceed the pay earned less normal payroll deductions except that any employee shall have the privilege of drawing his vacation pay in advance of his vacation."

...Mill Rule 7, second paragraph, to become Article 58.04 (IBEW) and 59.04 (UPIU) to read:

"When an employee submits the required forty-eight **(48)** hours advance notice of a floating holiday and such holiday falls on a regular pay day, he may be allowed to draw his regular pay cheque prior to taking such holiday."

UNIT OF TIMEKEEPING

IBEW - Article 59

UPIU - Article 60

Delete article in its entirety except for first sentence of **01** which will be added to **58.01** (IBEW) and **59.01** (UPIU).

MILL RULES
IBEW -Article 61
UPIU -Article 62
Delete: Items 06, 07, 10, 11

APPENDIX "A"

Delete notation under E., page 90 (IBEW) and
page 95 (UPIU)

NON-MONETARY ISSUES

1993 "MEMORANDUM OF AGREEMENT ONLY"
ISSUES

BENEFITS COMMITTEE

Company and Unions agree to retain for Memorandum
of Agreement only with the following wording change:

"The Company and the Unions agree to maintain a
Benefits Committee to review Company benefits."

MEMBERSHIP

IBEW - Article 4
UPIU -Article 4

Insert: ...The following as 4.05 (IBEW) and 4.07 (UPIU)

"The Company and Unions agree to maintain an
Employee Orientation Program."

PROBATIONARY PERIOD

IBEW -Article 5
UPIU -Article 5

Amend: Article 5.01 to read as follows:

"...that new employees will serve a probationary

period of sixty (60) calendar days..”

ABSENCES ON UNION BUSINESS

Insert: From Memorandum of Agreement to Article 58.05 (IBEW) and 59.05 (UPIU) to read as follows:

“The Company agrees to pay union executives for time off on union business (including days of rest for Local 1861) and the union agrees to reimburse the Company for invoiced costs. The union will make written requests on Company approved forms.”

4 X 10 PROPOSAL

Insert: As Appendix “D” (IBEW) and Appendix “F” (UPIU).

LOCAL ISSUES - UPIU 665

JOB SECURITY - ARTICLE 12

05. (b) Change:
“An employee with one or more years of continuous service” to “any model payroll employee.”
Wherever “regular is referred to, change to “model payroll:

APPENDIX “D” - Job Posting General

3. ADD: “The educational standards may be waived if the employee demonstrates the ability to perform the duties of the job to the

satisfaction of the Company.
The Company and the Union agreed to form a committee to discuss possible language revisions to Appendix "D".

11. Change:
"...off work due to illness, off-duty accident, industrial accident, pregnancy leave or parental leave..."

MEMORANDUM OF AGREEMENT - LOCAL ISSUES -
UPIU, LOCAL 665

1. Membership - Seniority of Temporary Employees/Recall Rights
- In hiring temporaries, it will be at the discretion of the department head to maintain their model and relief persons manpower;
 - Temporary employees will be allowed job posting rights under the terms of the Collective Agreement. Employees hired under the summer student program shall not be allowed to accumulate hours under this program;
 - All hours worked by a temporary employee will be credited to their cumulative hours account.
 - On the date the temporary employee reaches 2,000 hours, that date will be entered on the employee's kardex as their date of record for job posting seniority purposes only.
 - If no employee on the Model Payroll posts for a job, the temporary employee with the most hours

accumulated would be offered the Model Payroll job.

- Effective May 1, 1993, any employee who is laid off for a period of 6 months will **lose** their accumulated hours and will recommence accumulation if re-hired. Temporary employees who resign or are terminated will also forfeit their accumulated hours.

LOCAL ISSUES- IBEW, LOCAL 1861

PROMOTIONS - Article 6

Change:

01. "When promoting help among equally efficient employees from one job to another, the older in point of service on the job shall be given the preference."

04. In cases of promotion, a committee shall be formed with representation from the crew, the union and the Company. This committee shall give due consideration to all applicants, bearing in mind their seniority and qualifications."

Delete: 02, 03, and 05

RECALL RIGHTS - Article 7

Change: 01. "Model Payroll Employees laid off..."

LAY-OFF - Article 8

Change:

02. "Employees hired for temporary, seasonal or vacation relief shall be laid off on a seniority basis."

Delete: 03.

JURISDICTION • Article 10

Change:

“Hourly leaders shall be allowed to do bargaining unit work.”

HOURS ~~OF~~ WORK • TOUR WORKERS • Article 20

Delete: 10. In its entirety

OVERTIME • TOUR WORKERS • Article 25

Move:

..~~25.04~~ to become 20.11 (k) - reference to “03 above” to be changed to read **25.03**

..~~25.09~~ to become 20.11 (l)

Delete: 05, 06, 07 and 08

HOURLY RATE SCHEDULE

...Incorporate “Hourly Leader Rate - **\$29.73**”

APPENDIX “A”

Delete: B.(3) in its entirety

C.(2)b “by departments or sections”

D. 1, 2, 3, 4, 5(b), 6

Change:

D.5(a) To become D.1 and change Millwright helper to Millwright to “Electrician helper to Electrician”

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement shall be printed in the Labour Agreement booklets.

DATED AT TERRACE BAY, ONTARIO THIS _____
DAY OF _____, 1996.

KIMBERLY-CLARK FOREST PRODUCTS INC.
TERRACE BAY, ONTARIO

R. C. Baxter

C. V. Speziale

LOCAL UNION 1861 OF THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS
TERRACE BAY, ONTARIO

M. R. Glad

R. E. Thompson

LOCAL UNION 665 OF THE
UNITED PAPERWORKERS INTERNATIONAL UNION
TERRACE BAY, ONTARIO

G. A. Talarico

D. G. Lavigne

R. C. Smeltzer

R. J. Roy

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