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COLLECTIVE AGREEMENT

Between

DOMTAR INC., **DOMTAR PACKAGING MILL**

CONTAINERBOARD DIVISION
TRENTON, ONTARIO

and

CANADIAN **PAPERWORKERS** UNION
AND ITS LOCAL **1470**

January **1, 1988**

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December **31, 1990**

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COLLECTIVE LABOUR AGREEMENT

BETWEEN:

Domtar Inc., a corporation (by continuance) under the laws of Canada and having its head office located at **395 de Maisonneuve** Boulevard West, Montreal, Quebec, herein acting with respect only to its **Domtar** Packaging Mill (Containerboard Division), located at the City of Trenton in the Province of Ontario, hereinafter referred to as the "**Company**".

AND:

CANADIAN PAPERWORKERS UNION and its Local **1470**, hereinafter called the "**Union**".

Use of the masculine gender in this agreement shall be considered also to include the feminine gender.

ARTICLE 1 - BARGAINING UNIT AND RECOGNITION

1.01 This Agreement applies to all hourly rated employees of the Company in its Mill at Trenton, Ontario, save and except salaried foremen and above, office staff, watchmen, sales trainees, engineering trainees, time study and methods personnel and employees engaged in a confidential capacity relating to labour relations.

1.02 The Company **recognizes** the Union during the term of this Agreement as the exclusive bargaining agent of the employees for the purpose of **collective** bargaining in respect of wages, hours, seniority, grievance procedure and such other working conditions as are included in this Agreement.

ARTICLE 2 - COMPANY RIGHTS

2.01 It is the exclusive function and right of the Company to operate and manage its business in all respects, except where any right to do so has been specifically restricted by the terms of this Agreement.

ARTICLE 3 - UNION SECURITY

3.01 Employees eligible for membership in the Union shall, as a condition of continued employment, join and maintain membership in good standing in the Union. When new employees are hired, they shall be so instructed by the Company.

3.02 The Company shall deduct current Union Dues as **authorized**, in writing, by the Local Union on a monthly basis and shall forward such monies to the Local Union.

ARTICLE 4 - STRIKES AND LOCKOUTS

4.01 The Union agrees that it will neither cause, **authorize**, or sanction, nor permit its members to cause or take part in **any** sit-down, stay-in, or slow-down in **any** department or any strike or stoppage of any of the Company's operations or **any** curtailment of work or restriction of or interference with production or any picketing of the Company's premises during the term of this Agreement.

4.02 The Company agrees that it will not cause, direct or sanction any lock-out of its employees during the term of this Agreement.

ARTICLE 5 - UNION ACTIVITY

5.01 There will be no Union activity on the premises of the Company which will, in any way, interfere with production or impair efficiency.

ARTICLE 6 - NEGOTIATING AND GRIEVANCE COMMITTEE

6.01 The Union will appoint or otherwise select a Committee of not more than five (5) employees who are Union members, and the Company will **recognize** and deal with said Committee with respect to any matter which properly arises from time to time during the term of this Agreement in connection with negotiation, grievance and other matters pertinent thereto.

6.02 Additional representative for the Union, not exceeding one (1), may participate in any negotiations at the request of the Union, it being understood that any compensation for such additional representative will be borne by the Union.

6.03 National Representatives of the Union may participate in any such meetings at the request of either of the parties.

ARTICLE 7 - STEWARDS' AND UNION OFFICERS'
QUALIFICATIONS

7.01 Employees shall not be eligible to serve on any Union Committee until after they have become permanent employees of the Company and have been placed on the Seniority List.

ARTICLE 8 - STEWARDS' AND UNION OFFICERS'
RESPONSIBILITIES

8.01 Stewards, members of committees and Union officers have regular duties to perform on behalf of the Company, and such persons will not leave their regular duties without first obtaining permission of the immediate supervisor, or in his absence, the production superintendent, and when resuming their regular duties, they will report to the immediate supervisor and will give a reasonable explanation with respect to their absence when requested.

ARTICLE 9 - STEWARDS' AND UNION OFFICERS'
COMPENSATION

9.01 The Company will compensate Stewards and Union Officers for any time spent during regular working hours in negotiating or in discussing the complaints or grievances of employees with the Company.

9.02 The rate of such compensation will be the employee's regular rate of pay.

9.03 The Company will not compensate an employee for time spent travelling to or from, or in attendance at any arbitration

proceedings arising out of this Agreement.

9.04 The Company will not compensate a member of the Negotiating Committee for time spent travelling to or from conciliation proceedings or for time spent with a Conciliation Officer or Board.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is generally understood that an employee has no grievance until he has first given his immediate supervisor an opportunity of adjusting his complaint.

10.02 If an employee has a complaint or question which he wishes to discuss with the Company, he shall take the matter up orally with his immediate supervisor, at which time he may be accompanied by a Union Officer or a member of the Union Grievance Committee. Such matter shall be taken up not later than three (3) working days from the facts giving rise to the complaint or question. The immediate supervisor's decision shall be given orally within twenty-four (24) hours.

10.03 If such complaint or question is not settled satisfactorily in accordance with the above procedure, the matter may then be reported to the Union Grievance Committee by the employee or employees concerned. The Union Grievance Committee may then within five (5) working days from receipt of the immediate **supervisor's reply**, submit the matter in writing to the Superintendent. The Superintendent shall deliver his reply in writing within five (5) working days.

10.04 If such matter is not settled to the satisfaction of the Union Grievance Committee, the matter may be referred to the Resident Manager within five (5) working days from receipt of the Superintendent's reply. The Resident Manager shall meet with the Union Grievance Committee to discuss the matter within ten (10) working days from

receipt thereof and shall deliver his reply in writing within five (5) working days from the meeting. Any meeting held at this stage shall be attended by such Company representatives as the Company may designate.

10.05 If the matter is not settled to the satisfaction of the Union Grievance Committee, it may be referred to Arbitration within thirty (30) days from receipt of the Resident Manager's reply in accordance with the provisions of Article 11.

10.06 Time Limits mentioned herein may be extended by mutual agreement of the parties.

10.07 If the Union or the Company has a complaint against the other, it may be dealt with as a grievance and shall be initiated in writing at the Resident Manager's stage of the Grievance Procedure. If not settled satisfactorily, it may be processed to Arbitration in accordance with the provision of Article 11.

ARTICLE 11 - ARBITRATION

11.01 If a grievance has not been settled satisfactorily in the Grievance Procedure, either party may refer the Grievance to an Arbitration Board. Such grievance shall involve the interpretation, application, operation or alleged violation of any Article of this Agreement; and shall be referred to Arbitration within a period of thirty (30) days following the day of communication of the written decision of one party to the other party.

11.02 The party desiring to submit a matter to arbitration shall deliver to the other party a Notice of Intention to Arbitrate. This notice shall state the matter at issue in concise terms and shall state in what respect the Agreement has been violated or misinterpreted by reference to the specific clause or clauses relied upon. The notice shall also stipulate the nature of the relief or remedy sought.

11.03 Within ten (10) days after the date of delivery of the foregoing notice, the party initiating arbitration shall notify the other party of the name of its representative on the Arbitration Board, and the other party shall appoint its representative within ten (10) days of receipt of this notification.

11.04 In the event that either party shall fail to appoint a representative to the Arbitration Board within the delay provided, the other party may request the Minister of Labour of the Province of Ontario to appoint a representative on behalf of the defaulting party.

11.05 When the representatives have been appointed, they shall forthwith choose a Chairman, who with the two (2) representatives shall constitute the Arbitration Board.

11.06 Should the representatives fail within five (5) days to agree on a Chairman, the Minister of Labour of the Province of Ontario may be requested by the representatives of either of them to appoint a person who shall be Chairman of the Arbitration Board.

11.07 After the Arbitration Board has been formed by the foregoing procedure, it shall meet with all members present and hear the evidence of both parties and render a decision within seven (7) days after the completion of taking evidence.

11.08 The time limits specified herein shall be deemed to be exclusive of Saturdays, Sundays and Mill Holidays, and may be extended by mutual consent of the parties or by the Arbitration Board.

11.09 The decision of the majority of the Arbitration Board on the matter at issue shall be final and binding on both parties, but in no event shall the Arbitration Board have the power to add to, subtract from, alter or amend this Agreement in any respect.

11.10 Each party shall pay its own costs and the fees and expenses of witnesses called by it and of its representatives. The fees and expenses of the Chairman shall be shared equally between the parties.

11.11 At **any** stage of the Grievance procedure, including Arbitration, the conferring parties may have the assistance of the employees concerned, and any necessary witnesses and all reasonable arrangements will be made to permit the conferring parties to have access to the Trenton Mill to view disputed operations and to confer with the necessary witnesses.

ARTICLE 12 - DISCHARGE CASES

12.01 A claim by a permanent employee that he has been unjustly discharged from his employment shall be treated as a grievance if a written statement of such grievance is lodged with the Resident Manager or his designate, within three (3) working days after the employee ceases to work for the Company.

12.02 The Company will notify the Union within two (2) working days of **any** suspension or discharge and reason therefor.

12.03 The Company shall meet the Union to discuss the discharge grievance within five (5) working days of receipt of the grievance and shall render a reply thereto, in writing, within three (3) working days following the hearing.

12.04 If the Company reply under Section 3 is not satisfactory, the grievance may be processed to arbitration provided the Union gives the Company notice of intention to arbitrate within three (3) working days after receipt of the Company reply.

In the event a discharge grievance shall be processed to arbitration, the arbitration board shall be empowered to:

(a) confirm the Company's action in dismissing the permanent employee; or

(b) reinstate the permanent employee with full compensation for time lost; or

(c) make a finding other than the above which shall be just and equitable under the circumstances.

12.05 A decision to discharge a probationary employee shall not be reversed through the grievance or arbitration procedure.

ARTICLE 13 - PROBATIONARY **EMPLOYEES**

13.01 A probationary employee for seniority purposes will not become permanent until after **ninety(90)** calendar days. A probationary employee who works **ninety (90)** days in a calendar year becomes a regular employee.

13.02 A probationary employee will not be paid for a Mill Holiday which falls within his first **sixty (60)** calendar days of employment with the Company.

ARTICLE 14 - SENIORITY

14.01 (a) Mill Seniority in this Agreement shall mean the length of continuous service in the Trenton Mill, established in accordance with the terms of this Agreement, it being understood that Company service and seniority are not necessarily the same thing.

(b) Department Seniority is defined as the length of time an employee is regularly and continuously employed in a department.

(c) Job Seniority is defined as the length of time an employee has been regularly and continuously employed on a particular job in a department.

14.02 When an employee has completed his probationary period of **ninety(90)** calendar **days**, he shall be eligible to be placed on the mill seniority list.

14.03 Seniority lists shall be prepared and made available to the appropriate Union Officer as of December 31st in each year and revised when necessary to implement the seniority of this Agreement.

14.04 A permanent employee who is laid off for lack of work will be placed on the recall list for a period equal to his length of mill service as determined by clause one (1) above, or a period of five (5) years, whichever is less.

14.05 Present Welders when terminated will be replaced if required by regular employees.

14.06

i) An employee who voluntarily accepts a position outside the bargaining unit shall maintain and continue to accumulate seniority for a period of twelve (12) months for the purpose of transferring back into the bargaining unit provided the employee maintains his Union membership in good standing.

ii) If an employee returns to the bargaining unit either by the Company's or his own choice and within the twelve (12) months or otherwise mutually agreed to extension period, he shall return to his last permanent position.

iii) Once beyond the agreed to period he will lose his right under the Union agreement.

ARTICLE 15 - LOSS OF SENIORITY

15.01 An employee shall lose seniority standing, and his name shall be removed from all seniority lists for any of the following reasons:

1. If the employee voluntarily quits the employ of the Company.

2. If the employee is discharged, and not reinstated pursuant to the provision of the Grievance Procedure.

3. When an employee is absent for a period exceeding twelve (12) months for any reason, except with the written consent of the Company.

4. When an employee is absent for more than three (3) working days and fails to notify the Company unless special circumstances exist.

5. When an employee overstays a leave of absence without the consent of the Company.

6. When an employee fails to report when recalled subject to Article 17.

7. If an employee has not been recalled to work within the period of time that his name is retained on the recall list.

8. Reaches his normal retirement date, whether or not he is a member of the Company Pension Plan.

ARTICLE 16 - LAY-OFF PROCEDURE

16.01 When it is necessary to reduce the work force, the Company will advise the Union Committee as far in advance as possible, but not less than 24 hours. The Company will give the Union Committee every opportunity to discuss the proposed reduction. If the Union Committee requests additional time, the Company may grant a further extension of the proposed action for 24 hours.

16.02 Transfer resulting from a shortage of work shall be made on the basis of mill seniority and ability. Senior employees shall have the right to "bump" in on bottom jobs which they are able to perform effectively.

16.03 If lay-offs are decided upon, the employees with the least mill seniority shall be laid off, subject to the relative ability of the individuals available to do the work.

16.04 Individuals on lay-off from the mill will retain such rights and privileges that

are specifically noted in this Agreement.

16.05 With the consent of both parties, the seniority provisions of this Agreement may be amended in order to accommodate an employee who has incurred a major disability. If agreement is reached in a specific case, the Company will make every effort to insure continuity of employment for the individual concerned.

16.06 Generally in the case of a reduction in the work force, employees will be demoted step by step down their lines of progression (job seniority) in the reverse order of the steps in their promotions.

16.07 Lay-offs from the Mill will be on a mill seniority basis, the last man in the Mill being the first man out provided that the remaining employees can meet the normal requirements of the work.

ARTICLE 17 - RECALL PROCEDURES

17.01 Seniority, subject to the relative ability and efficiency of the individual, shall be the guiding factor in recalling individuals on the recall list.

17.02 The person with the longest mill seniority will be recalled first, unless it is necessary to by-pass a person with seniority as a result of the ability and efficiency of the individuals.

17.03 The Company shall notify a person on the recall list in the most satisfactory manner (such as registered letter, personal phone call or message). If the person so notified does not signify his intention to return to work within five (5) working days, and after notification, does not report within five (5) days, he may be dropped from all seniority lists. If the person cannot be contacted within two days, the Company will notify the Union.

17.04 A person on the recall list who is recalled may decline the recall if the period

of **re-employment** is temporary or of short duration. The Company will stipulate, to the best of its ability, the approximate duration of the work. The Union will be notified immediately of all individuals who decline their recall.

**ARTICLE 18 - PROMOTION AND JOB POSTING
PROCEDURE**

18.01 Where vacancies occur within the bargaining unit, such vacancies shall be filled by promoting employees within the department wherever possible. In cases of promotion where the employee to be promoted is not the senior employee the Company will present the alternative name to the Union who will have the opportunity to discuss with the Company the qualifications of the senior employee. In such cases where time does not permit consultation with the Union prior to promotion, the Company will take interim action pending discussion.

18.02 When there is not a suitable candidate available in the department, the vacancy and an outline of the normal requirements of the job shall be posted throughout the mill for a period of four **(4)** working days, the applicants for the job will file their names during the period of posting upon a form supplied by the Company.

The Company agrees to inform the Union of the names of the applicants within four **(4)** working days at the end of the posting period.

The Company will post the name of the selected candidate when such a selection has been made within thirty **(30)** days.

The successful candidate will be placed in the job as soon as practicable and any undue delays will be discussed with the Union Committee.

18.03 In case of promotion or transfer outside of a line of progression (job seniority) or in a lowest classification of a

line progression, the Company shall consider the following factors and where factor (b) is relatively **equal** as between two (2) or more employees, factor (a) shall govern:

(a) Mill seniority

(b) Experience, qualification and ability to perform the work required.

18.04 Any vacancy created by job posting may be posted in accordance with the above provisions, it being understood, however, that the number of multiple postings is at the sole discretion of the Company.

18.05 (a) Lines of progression (job seniority) will be established where feasible during the first six (6) months of the Agreement.

(b) Promotion from one step to the next higher step within a line of progression (job seniority) will be on the basis of ability and length of service in a department.

(c) If qualified by related experience and ability, employees next in line will be provided with an opportunity to demonstrate their ability. If at any time within a trial period of ninety (90) days, the employee is found unsatisfactory in the opinion of the Company, or if the employee wishes and the Company agrees the reason is good and sufficient, he shall be returned to his former position.

(d) Among employees qualified for promotion on the basis of ability and related experience the older in point of service in the progression (job) will be chosen.

ARTICLE 19 - LEAVE OF ABSENCE

19.01 The Company may grant leave of absence in writing to any employee for **legitimate** personal reasons, and any person **who is** absent with such written permission shall not be considered to be laid off, and his seniority shall continue to accumulate during

his absence. The Company shall notify the Union of any leave of absence in excess of thirty (30) days.

19.02 A legitimate reason for leave of absence will be for Union Activity including the attendance at a Union School or work as a full time representative of the Union. A request for leave of absence of this nature will be made in writing to the Resident Manager as far in advance as possible and a leave of absence will be granted if an alternate employee is available to maintain the normal flow of work in the operation concerned.

19.03 Bereavement Leave: In the event of the death of an immediate relative (father, mother, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, step-mother, step-father, step-sister, step-brother, and grandparents) the Company will grant a permanent employee a leave of absence with pay (at regular straight time basic rate) for time lost up to three (3) consecutive days, and for (wife, husband, son and daughter) for time lost up to five (5) consecutive days, in order that the employee may attend the funeral of the deceased and providing that the time claimed occurs on a **day** which the employee was regularly scheduled to work.

19.04 Jury Duty: An employee who serves as a juror or who is subpoenaed to act as a Crown Witness shall be paid, on a daily basis, the difference between the **pay** received for such jury duty and eight (8) times his straight time hourly rate subject to the following conditions:

(a) the employee has at least one (1) year continuous service;

(b) the days eligible for such payment shall be scheduled working days of the employee upon which he would otherwise have worked;

(c) the employee works his regular schedule when not required for actual jury service;

(d) an employee scheduled to work the night shift prior to reporting for jury duty or jury roll call on the next day, will be excused. The employee will be paid the difference between the pay received for such jury duty at eight (8) times his regular hourly rate. The employees will be **paid only** for the eight (8) hours prior to reporting for jury duty.

ARTICLE 20 - MILL HOLIDAYS

20.01 The Company will pay all permanent employees for the following eight (8) Mill Holidays:

New Year's Day	Civic Holiday
Easter Monday	Labour Day
Victoria Day	Thanksgiving Day
Dominion Day	Christmas Day

20.02 Permanent employees shall receive, subject to clause (3) hereunder, for each of the Mill Holidays listed in Clause (1) above, eight (8) hours **pay at** straight time, calculated at his regular basic rate.

20.03 The Company may deduct from the holiday pay of an employee, the equivalent time the employee was absent during the working days immediately preceding and/or immediately following the Mill Holiday, except in the case of bona fide illness or written permission for absence from the Company. No time will be deducted, however, for lateness up to one-quarter of an hour on the working days preceding and/or following the Mill Holiday.

20.04 The Company will not operate the mill without the prior consent of the mill Union Committee during the periods as follows:

a) **New Year's** - 40 hours - 4:00 p.m. of the day prior to New Year's Day to 8:00 a.m. of the day following New Year's Day.

b) **Easter Monday** - 24 hours from 8:00 a.m. of Easter Monday until 8:00 a.m. of the following day.

c) **Victoria Day** - 24 hours from 8:00 a.m. of Victoria Day until 8:00 a.m. of the following day.

d) **Dominion Day** - 24 hours from 8:00 a.m. of Dominion Day until 8:00 a.m. of the following Day.

e) **Civic Holiday** - 24 hours from 8:00 a.m. of the first Monday in August until 8:00 a.m. of the following day.

f) **Labour Day** - 24 hours from 8:00 a.m. of Labour Day until 8:00 a.m. of the following day.

g) **Thanksgiving Day** - 24 hours from 8:00 a.m. Thanksgiving Day to 8:00 a.m. of the day following.

h) **Christmas Day** - 40 hours from 4:00 p.m. of the day prior to Christmas Day to 8:00 a.m. of the day following Christmas Day.

20.05 An employee required to work during the following eight mill holiday shutdown periods will be paid at the rate of double his regular straight time hourly rate for all hours worked:

- | | |
|-------------------------|--------------------|
| - New Year's Day | - Civic Holiday |
| - Easter Monday | - Labour Day |
| - Victoria Day | - Thanksgiving Day |
| - Dominion Day | - Christmas Day |

20.06 Maintenance work can be performed during a mill Statutory Holiday to sustain the operations for the mutual advantage of the employees and the Company. Where sufficient help is available crews will be set up on a voluntary basis. Advance notice of at least two (2) weeks will be given of the work required and the Company will meet with the Union President and the mechanical Shop Steward to discuss the repairs to be done during the shutdown, except for last minute emergencies. The Company shall post a notice prior to the Holiday indicating the work to be done during the Holiday and the classifications required. Employees who wish to work on the Holiday shall indicate their

intention by signing the notice.

20.07 An employee who is required to work a full shift on a Mill Holiday shall have the option of taking a subsequent day off provided he gives his supervisor written notice of his desire for another day off within ten (10) days of the Holiday worked and provided further that such day is taken off within ninety (90) days of the holiday worked on a day to be designated by mutual agreement of the employee and the Company.

20.08 Floating Holidays

The Company agrees that each employee will be given two (2) holidays with eight (8) hours pay for each holiday at his classified rate at a time to be arranged by the employee with his supervisor.

The holiday must be taken during the agreement year and to be eligible employee must have completed sixty (60) days of continuous service.

Floating holidays must be taken on a day the employee would otherwise be scheduled to work and will not be paid for unless he actually takes time off.

At least seven (7) days written notice must be given (not to apply in case of emergency) to the employee's supervisor on the forms provided. An answer to the notice must be given within five (5) days of the day requested as a floating holiday.

Should the efficiency of operations be impaired, an alternate date will be agreed upon between the employee and the supervisor at that time.

20.09 Employees shall receive eight (8) hours extra pay on Christmas Eve and New Year's Eve.

ARTICLE 21 - VACATION PLAN

21.01 The Company may require all employees

subject to this Agreement to take a vacation period, and may close the Mill, or **any** part of the operations, for that purpose **at** any time convenient to the Company between June **1st** and October **1st** in **any** year.

21.02 Employees will be paid vacation allowances based on **a 40-42** hour week calculated at the rate in effect at the time they take their vacation or two per cent **(2%)** (or Equivalent), of their previous calendar **year's** earnings.

Vacation Schedule -

2 weeks after 1 year
3 weeks after 4 years
4 weeks after 9 years
5 weeks after **20** years
6 weeks after **27** years

Effective January **1, 1989**, six (6) weeks after twenty-five **(25)** years.

21.03 Employees who are eligible **for** three (3) weeks vacation, four (4) weeks vacation, five (5) weeks vacation and six (6) weeks vacation, will take two (2) weeks at one time and the remainder will be taken at some other **time during the year mutually agreed upon** between the Company and the employee and at the Company's convenience.

Employees shall receive an additional four (4) hours pay at their regular straight-time rate for each week of vacation taken during the period of January **1st**, to April **30th**.

Vacation Posting will be from January **1st** to March **15th** each year. Requests will be reviewed by immediate supervisor and schedules prepared and posted not later than April **15th**.

Rules

a) Each employee eligible for vacation is entitled to 2 consecutive weeks during the Summer period commencing the second Sunday in June and ending the second Saturday in September.

b) Outside the summer period more than 2 weeks consecutive vacation is possible provided it is with the approval of management and does not interfere with vacation periods of other employees.

c) Each choice of vacation will be on a seniority basis with the first choice of any employee having precedence over the second choice of any other employee. This procedure also applies to each additional choice of vacation.

d) Each choice of vacation unless otherwise agreed to, shall be limited to a maximum of 2 consecutive weeks.

Restrictions

i) The number of employees absent on vacation at any one time will be restricted, if in the opinion of management it will interfere with the normal operation of the mill.

Additional Provisions

a) Employees who have not listed their full vacation entitlement, or wish to change them, cannot take a time period already allotted to another employee.

b) Employees who have not listed their vacation choice by September 30th, will have said vacation period assigned by management.

c) In the event of Promotion as a result of vacancy in the Production Crews, the employees in the line of progression will be required to either assume the vacation period of the man he replaces or a vacation period which has not been taken.

21.04 All deductions normally made from an employee's regular pay shall be deducted from the employee's vacation pay.

21.05 Holiday credits do not accumulate while employees are on extended leave of absence or lay-off.

21.06 Employees who are laid off and who have not severed their employment with the Company will not be paid for any vacation credits at the time of lay-off, but such employee's vacation credits will be determined as of the date of lay-off and paid at the time of mill shutdown (should there be one) or during the first week in July, if the mill is not shut down.

21.07 Employees shall not be allowed to waive their vacation pay and/or credits and have same accumulate from year to year.

21.08 Employees who are scheduled to remain on duty during the mill shutdown will be allowed their vacation at some other time convenient to the Company.

21.09 The Company reserves the right, at any time, or from time to time, to make revisions in such rules or schedules as it may deem necessary or desirable.

21.10 If an employee terminates his employment with the Company he shall be paid for the number of days' vacation credit which he has accumulated prior to the first day of May which precedes the date upon which the employment is terminated. Credits accumulating after that date will be paid in accordance with the Vacations With Pay Act of the Province of Ontario.

21.11 Employees on regular vacation during a week in which a Statutory Holiday falls shall have the option of having a day off with pay within the following 120 days, or having the holiday pay added to his regular vacation pay. If the employee elects to take his holiday pay in conjunction with his vacation pay, he must advise Management not later than ten (10) days prior to the commencement of his vacation period.

21.12 Supplementary Vacations

An employee who shall have completed **twenty-five (25)** years of service and who shall have attained an **age** listed below, shall be

entitled to additional vacation with **pay in** accordance with the following schedule:

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

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

2) Pay shall be at the rate of **40-42** times an **employee's** regular classified rate or **2%** of previous **year's** earnings, whichever is greater, per week of entitlement.

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

ARTICLE 22 - HOURS OF WORK

22.01 The Company **will** make every effort to maintain the standard schedules in effect during October **1957**, along with any changes agreed to during the negotiations for this revised Agreement. However, the Company **cannot** guarantee any minimum number of hours of work per week.

22.02 In the event that the Company is compelled to reduce the operating time of the Mill for reasons beyond its control, the following procedures will apply:

a) The Union Negotiating Committee and representative of the National Union will meet with the appropriate Company representative to discuss the problem before any change is made.

b) The parties will investigate all possible solutions including the maintenance of the four crews on a curtailed work schedule.

c) Either party will be in a position to

request a return to the operating schedules in effect in October 1956. If such an alternative is adopted the Company will implement the necessary lay-off as quickly as possible in accordance with the lay-off provisions of Article 16.

d) The Company will make every effort to restore the former schedules in effect (October 1957) as soon as possible in accordance with the recall provisions in Article 17 and the Union will co-operate to the fullest possible extent in assisting the Company to **re-establish** the schedules in effect in October 1957.

22.03 a) The regular working hours for day workers shall be 8 hours per day from 8:00 a.m. to 12:00 noon and from 12:30 p.m. to 4:30 p.m.

b) Day workers shall be in their respective working places ready to start work at their designated starting time. Machinery shall be started promptly and not stopped until three (3) minutes before the designated stopping time.

c) If **any day** worker is unavoidably prevented from reporting for work as scheduled, he must make every reasonable effort to notify his Foreman or Superintendent. Such notification shall be previous to the scheduled starting time.

d) Day workers must not leave their work except by permission granted by the Supervisor. They must obtain permission from their Supervisor to change to some other job.

e) Day workers will be granted a 15 minute off-the-job rest period in the morning and afternoon. It is understood that no one is to leave the mill premises during this rest period.

f) Maintenance crew will be allowed a ten (10) minute wash up period prior to regular stopping time.

22.04 a) Tour or shift workers are those who are engaged on a two or three alternating shift basis, on a job that operates for at least **16** hours in a **24** hour period.

b) Shifts will normally change at **7:30** a.m., **3:30** p.m., and **11:30** p.m., and whenever possible, will rotate in sequence weekly.

c) No tour worker will change shifts without the permission of his Supervisor.

d) When a tour begins, each tour worker is required to be in his place. At the end of a shift no tour worker shall leave his place to wash up or to dress until his mate has reported to take on the responsibility of the job. If a tour worker does not report for his shift, the person he is to relieve shall notify his Supervisor and shall remain and carry on his work until a substitute is secured.

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

f) When a tour worker is unavoidably prevented from reporting for his scheduled shift, he must give notice to the Supervisor on duty at least four **(4)** hours prior to his scheduled time to go on shift.

g) It is the duty of tour workers to provide continuous operation on shift jobs and they must work required hours when necessary to provide this continuous operation.

ARTICLE 23 - OVERTIME

23.01 Time and one-half **(1-1/2)** shall be paid for all work scheduled during the twenty-four **(24)** hour period between the hours of **8:00** a.m. Sunday and **8:00** a.m. Monday. Double time shall be paid for all work scheduled in excess of 8 hours during this period.

23.02 Employees required to put on wires, at times other than their regular shift, shall receive six (6) hours pay for such work. This is inclusive of overtime on Sundays.

23.03 Time and one-half (1-1/2) shall be paid for all hours scheduled over eight (8) hours in any one day. However, where extra hours are worked through special arrangements between an employee and his relief and with the approval of his immediate supervisor, such extra hours shall be worked at straight time.

23.04 Employees who **are** requested to work on their scheduled day off shall be paid at the rate of time and one-half (1-1/2) for all hours worked on such day. However, if any absence in **any** week in excess of the scheduled day off is not due to a legitimate reason and the employee is required to work on his day off, the hours worked on such scheduled **day** off are to be worked at straight time.

23.05 Employees who **are** required to work a seven-day schedule, as presently constituted shall receive time and one-half (1-1/2) for the eight (8) hours worked on the Friday of the fourth week (only) of the schedule. If a Mill Holiday occurs in the fourth week of the schedule, such paid hours shall be counted as hours worked for the purpose of computing overtime. If employees are required to work less than a seven-day schedule, this section shall not apply.

23.06 Premium time shall be paid for all work done outside of regularly **scheduled** hours, except where restricted **in this** Agreement.

23.07 Meal Allowance

Any worker who is required to work two (2) hours or more past his regular stopping time and has not been notified before he started his tour of work, will be given a meal allowance up to the value of \$4.50.

A meal allowance up to the value of \$4.50 will be allowed for every four (4) hours worked after the first meal allowance.

ARTICLE 24 - TRANSFER RATES

24.01 When an employee is transferred to a new job, he will take the rate for the new job at the start of the shift immediately following the day of transfer.

24.02 If an employee is transferred temporarily to a higher-rated job, he shall be paid the rate of the job provided that he is not transferred for the purpose of training. If an employee is transferred temporarily to a lower-rated job, for the convenience of the Company and not due to lack of work on his regular job, his rate shall not be changed.

24.03 If a new job is established or if there is substantial change in the duties of an existing job, during the term of this Agreement, it is understood that the Company shall set the rate of pay for the new or changed job, taking into consideration present job classifications in Schedule "A" of this Agreement. If requested by the Union, the Company shall meet with the Union to explain and discuss such new rates.

In the event of disagreement as to the appropriate rate, the rate finally agreed upon will be retroactive to the date the employee commenced the new job or the substantial change took place.

ARTICLE 25 -SHIFT PREMIUM

25.01 Shift employees working on regularly scheduled shifts will receive an off-shift premium of thirty five (35) cents per hour for the afternoon or second shift which normally will start at 3:30 p.m. and fifty (50) cents per hour for the third or night shift which normally will start at 11:30 p.m. Effective January 1st, 1989, the night shift will receive an off-shift premium of fifty-five (55) cents per hour. Effective January

1st, 1990 the afternoon shift will receive an off-shift premium of forty (40) cents per hour.

It is understood that no overtime premiums will be paid on shift premiums.

ARTICLE 26 - REPORTING ALLOWANCE

26.01 An employee reporting for work, unless previously notified not to report, shall be guaranteed four (4) hours pay or four (4) hours work at his regular hourly rate. This guarantee will not apply if the employee has failed to advise the Superintendent's office of a change in address or telephone number.

ARTICLE 27 - CALL-BACK ALLOWANCE

27.01 If an employee is called back to work after he has gone home for the day, he shall receive a minimum of four (4) hours pay at the straight time rate or actual hours worked at time and one-half (1-1/2) whichever is greater: however, if an employee is called back one (1) hour or less before his regular starting time he shall receive time and one-half of his regular rate for the period worked until his regular starting time. For overtime which is added to his regular shift and which he works without interruption, there shall not be any minimum allowance.

27.02 Time for night calls shall start and end at the nearest quarter hour.

ARTICLE 28 - GROUP SECURITY

28.01 Weekly Indemnity

BENEFIT LEVEL

Effective on the first of the month following the date of ratification all employees who are actively at work on the effective date shall be provided with Weekly Indemnity coverage of 70% of basic weekly earnings to a maximum of \$339.00 per week (subject to change as determined by Section 61 of the U.I.C. Act), payable from the first day of

accident or **hospitalization**, the fourth day of illness, such payments to be made for a maximum of **52** weeks. Effective January 1, **1989**, the maximum level of benefit will increase to **\$350.00** per week or the **U.I.C.** benefit level, whichever is greater. Effective January 1, **1990**, the maximum level of benefit will increase to **\$365.00** per week or the **U.I.C.** benefit, whichever is greater. Participation in the Weekly Indemnity Plan is compulsory for all full time permanent employees in order to qualify for the full Unemployment Insurance Rebate.

Successive Periods of Disability

Successive periods of disability, for purposes of the Weekly Indemnity Plan, separated by less than **60** days of full time active employment at the employee's customary place of employment shall be considered one period of disability unless the subsequent disability is due to an injury or sickness entirely unrelated to the causes of the previous disability and commences after the employee has returned to full time active employment. Full time active employment does not include vacations.

Should the employee be off work due to an illness or disability on the effective date of new coverage, he will be eligible for the improved benefit level on the date of his return to full time active employment. However, should he return to full time employment for less than **60 days**, the improved benefit will be payable for **52** weeks less the number of weeks of benefit paid prior to the effective date of new coverage.

Offsets

Weekly Indemnity benefits will be reduced by any amounts payable under the Canada Pension Plan for the same disability, including retroactive payments. All employees are obliged to apply for government disability benefits if required by the insurance company and will agree to reimburse the insurance

company for any retroactive payments made while in receipt of weekly indemnity benefits.

U.I.C. Rebate

In view of the improvement in the Weekly Indemnity benefit, the **5/12th** portion of the premium reduction (employee's share) under the Unemployment Insurance Act, shall continue to be retained by the Company during the life of this Agreement.

28.02 Long Term Disability

Amount of Benefit

50% of regular straight time hourly rate multiplied **by 2080** and divided by **12**. Maximum monthly benefit to be **\$1,600.00**. (For employees actively at work - effective January 1, 1988, the maximum monthly benefit to be **\$1,800.00**). The regular straight time hourly rate shall be the classified rate of the employee used to determine W.I. 'benefits **as** of the date disability commenced.

Duration of Benefits to be the earlier of:

i) A benefit period equal to years and months of service, with a 5 year minimum benefit period from the date of disability.

For employees hired after February 17th, 1985, the benefit period will be equal to years and months of service only.

ii) The last day of the month during which the employee attains his **65th** Birthday, if not on the first day of the month.

iii) On date of retirement.

iv) The date of recovery.

v) The date of death.

Qualifying Period

The LTD benefits are payable after 52 consecutive or cumulative (for one period of disability) weeks of Weekly Indemnity Benefits.

Eligibility for these improved benefits shall apply only to those employees who are actively at work on the effective date thereof or sixty (60) days after the employee has returned to work in respect of a recurrence of the same disability.

Definition of Disability in the LTD Plan

"Disability" shall mean an insured employee who has received fifty-two (52) consecutive or cumulative (for one period of disability) weeks of benefits under the Weekly Indemnity Plan and who is unable, because of illness or accidental bodily injury, to work at his regular occupation or at any other available job in the mill during the next consecutive 12 months, and thereafter is unable to perform any and every duty of every occupation in the mill for which he is reasonably fitted by education, training or experience.

This amendment shall apply effective the first day of the month following date of ratification and will apply only to employees actively at work at such time.

Offsets

Any government, Worker's Compensation or other non-profit disability benefits payable on behalf of the employee for the same disability, including retroactive payments and any future increases in these benefits, will reduce long term disability benefits by an equal amount. Such reduction will not apply to benefits payable on behalf of children of the disabled employee. However, benefits will not be reduced by subsequent cost of living increases incurred from any other source.

Successive Periods of Disability

Successive periods of disability, for purposes of the Long Term Disability plan, separated by less than 60 days of active full time employment at the employee's customary place of employment shall be considered one period of disability unless the subsequent disability is due to an injury or illness entirely unrelated to the causes of the previous disability and commences after the employee has returned to full time active employment. Full time active employment does not include vacation.

Other Benefits while on LTD

i) Group Life Insurance will be maintained on a waiver of premium basis. Upon cessation of LTD benefits in the event of retirement or age 65, the Group Life Insurance will be reduced immediately in accordance with the retiree benefit **thereunder**.

Installment Life Benefits will be paid if an employee under age 65 continues to be totally disabled and no longer has benefit entitlement under the Weekly Indemnity and LTD plans, on the following **basis:-**

The amount of Life insurance benefit, less retiree life insurance, paid at the rate of one-sixtieth per month for a maximum period of 60 months, or early retirement, or age 65, whichever occurs first. The retiree life insurance will be continued as a retiree life insurance benefit.

ii) **Group A.D. & D.**

Coverage will not be maintained while receiving LTD benefits.

iii) **Health Insurance**

Coverage will be maintained in accordance with the conditions **applying** under the collective agreement.

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

Pension Accruals

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

Rehabilitation

The employee may take rehabilitative employment commencing within the first two years of **L.T.D.** payment. **L.T.D.** benefits will reduce by 50% of earnings from such employment; however, combined income from **L.T.D.** and rehabilitative employment is not to exceed 75% of earnings prior to disability.

28.03 Life Insurance

a) The Company will make available to eligible employees, group life insurance on the following basis at no cost to the employee:

Effective January 1, 1987, for employees actively at work, coverage will be \$25,000.00.

Effective on the first day of the month following the date of ratification, for employees actively at work, coverage will be \$26,000.00.

b) Retiree Life Insurance

Retiree insurance, for new retirees after January 1, 1973, will be \$2,500.00.

Retiree insurance, for new retirees on or after the first day of the month following the date of ratification, will be \$4,000.00.

c) Dependent Life Insurance

Effective the first day of the month following the date of ratification, the Company will make available to eligible employees, dependent life insurance on the following voluntary basis at employee cost:

1. Spouse - \$5,000.00

The spouse's life insurance will be reduced to \$500.00 upon the employee's retirement and cancelled on his death.

2. Each unmarried child:

i) 14 days but less than 1 year of age-\$400.00

ii) 1 year but less than 19 years (twenty-five (25) years when a student full time), wholly dependent on the employee for support \$2,000.00.

28.04 Accidental Death and Dismemberment

The Company will pay the full cost of A.D. & D. premiums as per schedule of coverage below:

A D & D - Year 1

Up to 11.59 per hour coverage	=	\$10,700
From 11.60 " " to \$12.52	=	\$11,500
12.53 and over	=	\$12,500

A D & D - Year 2

Up to 12.05 per hour coverage	=	\$10,700
From 12.06 " " to \$13.12	=	\$11,500
13.13 and over	=	\$12,500

A D & D - Year 3

Up to 12.71 per hour coverage	=	\$10,700
From 12.72 " " to \$13.83	=	\$11,500
13.84 and over	=	\$12,500

28.05 Health Insurance

a) The Company will assume the full premium cost of Semi-Private Hospital and the Major Medical Plan. Major Medical insurance is on the basis of \$10,000 maximum, \$25/\$25 deductible and 20/80% co-insurance. Drugs to be 100% paid after deductible is met.

The Company will pay in respect to OHIP, Health Insurance, Weekly Indemnity, Long Term Disability, Life Insurance, A.D. & D., Dental Plan, the prevailing premium rates up to and including December 31, 1990.

i) TREATMENT BY A PROVINCIALY LICENSED CHIROPRACTOR up to \$15 per visit and up to \$25 per disability for x-rays, subject to a maximum of \$300 per calendar year. No benefits will be paid while the individual is entitled to similar benefits under any provincial health plan.

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

b) Retiree Health Insurance

The Company will provide optional coverage under the Major Medical Plan to Retirees between the ages of 58 and 65. The full premium cost of such coverage shall be borne by the Retiree and the Company will determine if this premium deduction may be made from the pension cheque where applicable.

28.06 Dental Plan

The Dental Plan which was introduced on January 1, 1976 is compulsory for all employees and shall be implemented on the following basis:

Eligibility for participation in the plan for **persons hired** after February 17, 1985 will be one (1) year of continuous service.

Plan Design

Module 1

- a) No Deductible

- b) Basic Care- 80/20 Co-insurance for:
 - Diagnostic
 - Preventative
 - **Surgical**
 - **Restorative**
 - Endodontics
 - **Periondontics**

2. Administration

The plan will be administered in accordance with an appropriate contract or set of procedures reflecting the plan design outlined in item 1 above. The decision as to the choice of administrative vehicle from among service **carriers**, insurance companies or **self-** administrative will be made by the Company on the basis of appropriate study of these alternatives.

3. cost

The Company will pay 100% of the premium of the present Dental Plan.

4. Module II

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

5. Module III

- i) Orthodontics
- ii) No Deductible
- iii) Percentage payable = 50%
- iv) \$500 maximum lifetime benefit per insured individual. Effective the first day of the month following the

date of ratification, for employees actively at work, **\$1,000.00** maximum lifetime benefit per insured family member.

Modules I, II, and III will be based on the following:

The **1987 ODA** Schedule of fees will apply until December **31, 1988**.

Effective January **1, 1989**, the **1988 ODA** Schedule of fees will apply.

Effective January **1, 1990**, the **1989 ODA** Schedule of **fees** will apply.

6. Integration with Private Plan

A coordination of benefits clause will apply with respect to all group plans.

7. Integration with Government Plans

The plan will not **provide** like benefits where such are currently being provided by Federal or Provincial Legislation.

If during the life of this Agreement Federal or Provincial Governments shall introduce Legislation to provide benefits already covered **by this plan**, the plan shall be amended so as to eliminate said benefits. Any resulting premium savings shall **accrue to** the Company and employees in accordance with the cost sharing in effect.

28.07 Pension Plan

The **Domtar** Inc., Pension Plan as amended for Hourly paid employees and Salaried employees included in a bargaining unit is incorporated in this Agreement by reference, and the benefits of the Plan are available to employees in accord with the terms and conditions of the Plan and shall be administered in accord with the terms and conditions of the Plan. **Any** improvements negotiated between **Domtar** Inc. and the C.P.U. between January **1st, 1985** and December **31st, 1987** will be incorporated into and form part of this Agreement.

28.08 General

(a) While it is the intention of the Company to continue its participation in the provision of a Pension Plan and a Group Insurance Plan for the employees during the term of this Agreement, this indication of intent shall not make **any** such Pension Plan or Group Insurance Plan subject to grievance or Arbitration action by the Union or by any employee, nor shall it prevent the Company from making such modifications as may be necessary to meet the requirements of Federal or Provincial Legislation.

(b) The present Life Insurance coverage in existence will continue for the life of this Agreement.

(c) The insurance carrier will supply annual statements detailing all figures pertaining to insurance premiums (total company and total employee contribution) claims, refunds, insurance company retention, number of employees insured and **any** other relevant information.

At the request of the signatory Union and the Company, the insurance carrier shall be required to publish claims experience for such other periods **as** may be requested.

(d) The Local Union may not request a quotation from any insurance company, or other underwriter, without the express written agreement of the Company.

(e) The Local Union may not add additional coverage to the benefits as provided for under this Agreement, except with the express written agreement of the Company.

(f) These changes will take place only for **those** employees who are actively at work as of the effective date and for all other employees as of the first full day of active employment thereafter.

(g) If during the life of this Agreement, Federal and/or Provincial Governments shall

introduce Legislation to provide benefits already covered by this plan, the Company will have the right to full integration of both benefits and costs.

(h) The Company will contribute the amount needed to maintain the actual level of benefits but will not be required to contribute a greater amount than presently outlined in this Agreement.

(i) Any savings arising out of such integration shall be allocated in accordance with the cost sharing agreements in force at the effective date thereof, and shall be used to reduce employee cost if applicable.

(j) Group Insurance benefits will be administered in accordance with the terms and conditions of the Group Insurance Policy.

28.09 Alcohol, Drug Abuse and Mental Illness

The Company and Union agree to establish a committee which will provide counsel, guidance and assistance, which will help resolve difficulties in the personal life of employees. The **Etobicoke** Employees Assistance Programme will be used as a model.

28.10 Vision Care

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

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

ARTICLE 29 - GENERAL PROVISIONS

29.01 The wage schedule, which appears as Appendix **"A"**, shall form part of this Agreement.

29.02 Mill Shut-down Special Rate

In the event of a mill shut-down in excess of one full, twenty-four hour period, any employee offered general maintenance work as alternate employment, will be paid twenty-five (25) cents per hour above the Mill Labour rate providing his regular rate of pay is in excess of this rate. The Company will make every effort to distribute available general maintenance work as evenly as practicable among qualified employees during any period of mill shut-down. A Production employee who, during a mill shut-down, is placed in charge of two (2) or more employees, shall be paid his regular rate while so engaged.

29.03 Bulletin Boards

The Company will provide bulletin boards in mutually satisfactory locations throughout the mill for the convenience of the Union in posting notices of Union Activity. All such notices must be signed by the proper Officer of the Local Union and submitted to the Resident Manager or his authorized representative for approval before being posted.

29.04 Maintenance of Rate

During normal clean-up, clothing changes and emergency shut-downs of sixteen (16) hours or less (including the shift in which the breakdown occurs and the one (1) shift following) operating crews will be provided with work and will be paid at the rate of their regular occupation and will be expected to do work assigned.

29.05 Foremen Working

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

- (a) Training employees:
- (b) Experimental or developmental work:

(c) Providing assistance which is required due to production difficulties or doing work required in an emergency.

29.06 It is agreed that an employee of the Maintenance Department, desiring a review of his ability and qualifications for purpose of possible reclassification to a higher position, shall submit in writing to his Supervisor notice of his request. If the employee is dissatisfied with his Supervisor's decision, the matter will be taken up between the Mill Management and the Union Executive. It is not the intent of the Union in the application of this clause, to create job vacancies where they do not already exist.

29.07 Employees temporarily assigned to replace foremen shall have their rates of pay increased to **25** cents over the highest rate paid to the employees under their supervision.

29.08 The Company agrees to post weekly work schedules by **12:00** noon of the Thursday preceding the week that is scheduled. Such schedules will be posted in the following locations:

Machine Room Wet End
Machine Room Dry End
Yard Office
Pulp Mill Control Room
Beater Room
Test Station

29.09 The Company agrees that it will not hire **laborers** in future contract out work.

29.10 When deemed necessary by the Company, the Company will pay **50%** of the difference between the Government allowance and the actual cost of first purchased metric tools, if and when required by the Company.

29.11 Occupational Health and Safety

(a) The Company will continue to keep the Union informed on new and existing equipment

and what chemicals are being used in the mill.

(b) The Company will pay twenty-five (25) dollars towards the 1st pair, and five (5) dollars towards the 2nd pair of safety shoes purchased in any year by an employee, for his personal use.

Effective date of ratification, the Company will pay thirty-five (35) dollars towards the 1st pair and ten (10) dollars towards the 2nd pair.

(c) The Company will contribute six (6) dollars towards the cost of prescribed safety glasses.

29.12 Maintenance

Employees applying for jobs in the maintenance department must have a minimum of Grade 10 formal education or the equivalent and must successfully complete an appropriate aptitude test.

Entry into the maintenance department will normally be made through the Tradesman Helper Class "B" classification.

An employee in Helper Class "B" classification will be probationary for a six month period during which, if he proves unsatisfactory he will be returned to his former job with full seniority. Otherwise he will automatically progress to Helper Class "A". After a maximum period of one year as Helper Class "A", he will progress to Tradesman Class "C", if otherwise qualified. After a maximum period of two (2) years as Tradesman Class "C" he will progress to Tradesman Class "B", if otherwise qualified. After a maximum period of two (2) years as Tradesman Class "B", he will, if otherwise qualified progress to Tradesman Class "A".

All Oilers will be selected through general mill posting.

RE: Oilers in line of progression

Where additions are contemplated to the Mechanical Department other than experienced tradesmen, Oilers will be given first consideration after successful completion of the usual aptitude tests.

ARTICLE 30 - AUTOMATION MECHANIZATION

30.01 A Joint Committee on Automation will be established consisting of three persons representing Management and three persons representing the Union. It shall be the function of the Committee to study the effect of technological changes and automation on the employees and their effect on working conditions in the Mill and to make such recommendations as are agreed upon, to the Resident Manager, ensure that the interests of the Company and of the employees are fairly and effectively protected.

30.02 The Company undertakes to advise the Committee as soon as possible, and in any case not less than sixty days before the introduction thereof, of technological changes and/or automation which the Company has decided to introduce and will result in lay-offs or other significant changes in the employment status of employees.

30.03 Furthermore, the Company undertakes:

(i) In the case of an employee who is permanently set back to a lower-paid job because of technological change or automation for a period of three months, to maintain the rate of his permanent job at the time of the set back and, for a further period of three months, to pay an adjusted rate which will be midway between the rate of his permanent job at the time of the set back and the rate of his new permanent job. At the end of this six (6) month period, the rate of his new permanent job will apply.

(ii) In the case of a regular employee with one year's continuous service or more, who is

laid off from the Mill because of automation or **mechanization**, he shall be given three (3) months' notice of separation.

(iii) Subject to Mill operating requirements to grant leaves of absence for a period of one month or such other period as is reasonable for employees who, directly due to technological change or automation are transferred to the Labour Pool to enable them to seek employment elsewhere.

Normally, a Committee would go into action when advised by Mill Management that it has been decided to introduce some technological change or aspect of automation. There is nothing, however, to prevent a Committee if it so wishes, from discussing automation as it has affected others in the expectation that the experience of others will be helpful in dealing with local Mill problems when they arise.

Technological changes and automation can affect employees in many different ways depending upon, among other factors, the numbers involved, length of service, skills, education, **age** and family status. Each instance will require to be studied on its own merits, and each may require a different combination of measures to ensure that the welfare of the employees and of the Company is adequately protected. Early retirement, retraining, transfers to other jobs or to other employment, and the availability of assistance from the government are some of the items that could be considered before a recommendation is made to a Resident Manager.

30.04 Domtar Industrial Conversion Plan

The **Domtar** Industrial Conversion Plan is designed to assist employees displaced permanently from the mill as a direct result of industrial conversion, and local 1470 of the Canadian **Paperworkers'** Union is a participating local. Affected employees eligible for benefits under **D.I.C.P.** are bound by the terms of the Plan and its administration by the Joint Committee.



ARTICLE 31 - RENEWAL AND TERMINATION


31.01 This Agreement shall become effective as of the 1st day of January 1988 and shall remain in effect until the 31st day of December 1990, and shall be automatically renewed from year to year thereafter, unless notice in writing is given by either party to the other for modification or termination within a period of not less than thirty (30) days and not more than ninety (90) days prior to the expiration date or prior to any subsequent automatic renewal date.

31.02 In the event of notification being given as to the modification of the agreement, negotiations between the parties shall begin within thirty (30) days after the above notice is given.


31.03 If, pursuant to such negotiations, an agreement on the renewal or amendment of this Agreement is not reached prior to **the current** expiration date, this Agreement shall continue until a renewal thereof or a new Agreement is consummated or until the Conciliation Proceedings described under the Labour Relations Act, 1969, as amended, have been completed, whichever should occur first.

IN WITNESS WHEREOF the Company and the Union have signed this Agreement by their representatives in that behalf duly authorized this 31 day of MARCH 1989.

**DOMTAR INC., DOMTAR PACKAGING
CONTAINERBOARD DIVISION
TRENTON, ONTARIO**



R.J. Campney

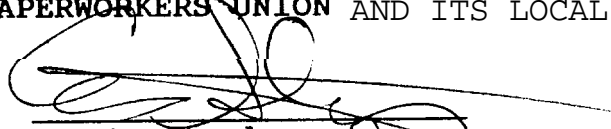


F.A. McCormack

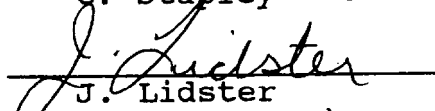


I.J. Roberts

CANADIAN PAPERWORKERS UNION AND ITS LOCAL 1470




C. Stapley



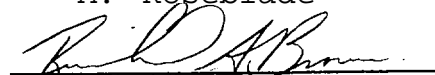
J. Lidster



W. Reid



A. Roseblade



R.A. Brown



D. Guenette



T. Hurley

APPENDIX "A"

WAGE SCHEDULE

<u>OCCUPATION</u>	<u>JAN.1/88</u>	<u>JAN.1/89</u>	<u>JAN.1/90</u>
<u>Machine Room</u>			
Machine Tender	16.07	16.72	17.47
Back Tender	15.26	15.91	16.63
3rd Hand	14.36	14.91	15.58
4th Hand	13.87	14.37	15.07
5th Hand	13.63	14.13	14.82
<u>Stock Preparation</u>			
Stock Prep. Opr	14.47	15.07	15.85
Asst. Stock Prep. Opr.	13.84	14.44	15.19
Utility Hand	13.48	13.93	14.56
<u>Pulp Mill</u>			
Pulp Mill Opr.	15.14	15.59	16.29
Pulp Mill Asst. Opr.	14.54	14.99	15.66
<u>Wood Room</u>			
Knife Grinder	13.58	14.03	14.66
Chipper Opr.	13.58	14.03	14.66
<u>Yard</u>			
Log Equip. Opr.	13.87	14.32	14.96
Utility Opr.	13.42	13.87	14.49
Yard Hand	13.17	13.62	14.23
Labourer	13.06	13.51	14.12
<u>Boiler House</u>			
Stat. Eng. 2nd Class	15.90	16.55	17.29
Stat. Eng. 3rd Class	14.38	14.83	15.50
<u>Maintenance</u>			
Instr. Tech. Class A	15.65	16.30	17.03
Instr. Tech. Class B	14.30	14.75	15.41
Instr. Tech.	13.85	14.30	14.94

<u>OCCUPATION</u>	<u>JAN.1/88</u>	<u>JAN.1/89</u>	<u>JAN.1/90</u>
Class C			
Instr. Tech.	13.52	13.97	14.60
Helper A			
Instr. Tech.	13.06	13.51	14.12
Helper B			
Electrician	15.65	16.30	17.03
Class A			
Electrician	14.30	14.75	15.41
Class B			
Electrician	13.85	14.30	14.94
Class C			
Electrician	13.52	13.97	14.60
Helper A			
Electrician	13.06	13.51	14.12
Helper B			
Welder Millwr. A	15.65	16.30	17.03
Carp. Millwr. A	15.65	16.30	17.03
Millwr. Class A	15.65	16.30	17.03
Millwr. Class B	14.30	14.75	15.41
Millwr. Class C	13.85	14.30	14.94
Millwr. Helpr A	13.52	13.97	14.60
Millwr. Helpr B	13.06	13.51	14.12
Oiler "A"	14.13	14.58	15.24
Oiler "B"	13.84	14.29	14.93
Garage Mech. Class A	15.65	16.30	17.03
Garage Mech. Class B	14.30	14.75	15.41
Garage Mech. Class C	13.85	14.30	14.94
Garage Mech.	13.52	13.97	14.60
Helper A			
Garage Mech.	13.06	13.51	14.12
Helper B			
Carpenter	14.22	14.67	15.33
Class A			
Carpenter	13.58	14.03	14.66
Class B			
Carpenter	13.22	13.67	14.29
Class C			
Carpenter	13.13	13.58	14.19
Helper A			
Carpenter	13.06	13.51	14.12
Helper B			

<u>OCCUPATION</u>	<u>JAN.1/88</u>	<u>JAN.1/89</u>	<u>JAN.1/90</u>
Steam Fitter Class A	14.85	15.30	15.99
Steam Fitter Class B	14.30	14.75	15.41
Steam Fitter Class C	13.85	14.30	14.94
Steam Fitter Helper A	13.52	13.97	14.60
Steam Fitter Helper B	13.06	13.51	14.12
 <u>Mill Laboratory</u>			
Lab. Assistant	13.79	14.24	14.88
Paper Tester	13.57	14.02	14.65
 <u>Stores</u>			
Stores Issuer	13.78	14.23	14.87
Stores Helper	13.06	13.51	14.12
 <u>Shipping</u>			
Shipper	14.02	14.62	15.38
 <u>Base Labour</u>			
Janitor	13.06	13.51	14.12
Labourer	13.06	13.51	14.12

APPENDIX "C"

DOMTAR INC., DOMTAR PACKAGING
CONTAINERBOARD DIVISION
TRENTON. ONTARIO

RULES - 12 HOUR SHIFT SCHEDULE

In an earnest attempt to co-operatively and effectively develop an alternative to the present 'I-day continuous operations **schedule** for the boiler house shift workers, **the** Union, the employees and the Company have reviewed the **12-hour** shift alternative. In order to implement a compressed work week schedule (1a-hour continuous shift rotation) the following must be understood and agreed.

1. The schedule will be introduced on a strictly experimental basis for a six month period commencing May 21, 1978. The Company or the employees can decide **at** any time that **the** shift schedule is undesirable **and** either **party may**, with seven (7) days written notice, cancel this arrangement and revert to the present schedule.

2. Article 19.03 Bereavement Leave

An employee absent from work due to a death in his immediate family shall be allowed pay for time lost to the extent of three (3) consecutive days in order that the employee may attend the funeral of the deceased and provided **that** the time claimed occurred on a day which the employee was regularly scheduled to work. **Pay** for each day will be at eight (8) hours straight time rate.

3. Article 22.04 (b) Hours of Work

Shifts will normally change at 7:00 A.M., 7:00 P.M., and whenever possible, will rotate in sequence.

4. Article 23.01 Overtime

Time and one-half (1-1/2) shall be paid for all work scheduled during the twenty-four (24) hour period between the hours of 7:00 A.M. Sunday and 7:00 A.M. Monday. Double time shall be paid for all work scheduled in excess of 12 hours during that period.

5. Article 23.03 Overtime

Time and one-half (1-1/2) shall be paid for all hours scheduled over twelve (12) hours in any one day. However, where extra hours are worked through special arrangements between an employee and his relief and with the approval of his immediate supervisor, such extra hours shall be worked at straight time.

SIGNED FOR:

DOMTAR INC.
DOMTAR PACKAGING
CONTAINERBOARD DIVISION
TRENTON, ONTARIO

CANADIAN PAPER
WORKERS UNION
LOCAL 1470

G.B. Lewis

K. O'Brien

G.E. Tripp

R.C.F. McAdams

F.A. McCormack

N.D. Paul

R.J. White

C. Stapley

F.C. MacKenzie

W. Reid

W.S. Graham

April 6, 1978

(Revised May 4, 1988
in Mediation.)

MEMORANDUM OF AGREEMENT

between

Domtar Inc., **Domtar** Packaging Mill
at Trenton, Ontario

and

Canadian Paperworkers Union
and its Local **1470**

In full settlement of all items and subject to ratification, which the bargaining committees representing the above parties agree to recommend, the Collective Agreement to be in **effect** from January 1, 1988 to December 31, 1990 shall be on the same terms as the **1985 - 87 Collective Agreement**, except as hereinafter amended.

All terms of this Memorandum will become effective on the date of ratification, except as herein specified to the contrary.

1. Term of Agreement

January 1, 1988 to December 31, 1990.

2. Wage Increases

Effective January 1, 1988 - 25 cents /hr

Effective January 1, 1989 - 45 cents /hr

Effective January 1, 1990 - 4 1/2% on all
wage rates

3. Shift Differential

Effective January 1, 1989, the 12 - 8
shift differential will be increased to
55 cents per hour.

Effective January 1, 1990, the 4 - 12
shift differential will be increased to
40 cents per hour.

4. Vacations

Effective January 1, 1989, six (6) weeks
vacation after 25 years of service.

5. Pensions

Pension Plan improvements have been made
as per Domtar/CPU Pension Negotiations,
1987.

6. Long Term Disability

The Collective Agreement will be amended
to provide for a maximum monthly benefit
of \$1,800 for employees becoming disabled
on or after January 1, 1988.

7. Life Insurance Coverage - Dependents
Available On a Voluntary Basis

Effective the first of the month
following date of ratification, the

Company will provide dependent life insurance at employee cost on the following basis:

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

The spouse's life insurance will be reduced to \$500.00 upon the employee's retirement and cancelled on his death.

8. Life Insurance Coverage - Retirees

Amend the Collective Agreement as necessary to provide for post-retirement insurance of \$4,000.00, at no cost to employees who retire on or after the first of the month following the date of ratification.

9. Health Insurance Coverage (Retirees)

Amend the Collective Agreement to provide optional coverage under the Major Medical Plan to Retirees between the ages of 58 and 65. The cost of such coverage shall be borne by the Retiree.

Premium deduction for retirees - The Company will determine if premium deduction may be made from the pension cheque where applicable.

10. Life Insurance

Effective on the first of the month following the date of ratification for employees actively at work, increase the present benefit to \$26,000.00.

11. Health Insurance (Major Medical)

Add:

- i. TREATMENT BY A PROVINCIALY LICENSED CHIROPRACTOR up to **\$15.00** per visit and up to **\$25.00** per disability for x-rays, subject to a maximum of **\$300.00** per calendar year. No benefits will be paid while the individual is entitled to similar benefits under any provincial health plan.
- ii. TREATMENT BY A PROVINCIALY LICENSED OSTEOPATH, NATUROPATH, PODIATRIST OR CHRISTIAN SCIENCE PRACTITIONER up to **\$7.00** per treatment and up to **\$25.00** per disability for x-rays but not more than **30** visits in any calendar year for each type of practitioner. However, no benefit will be paid for any charges in excess of **\$7.00** per treatment and no benefit will be paid while the individual is entitled to similar benefits under any provincial health plan.

Article - 28.05 - 2nd Paragraph

Change December 31, 1987 to read December 31, 1990.

12. Vision Care

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

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

13. Dental Plan

Amend the collective agreement to provide

the following changes:

- i) The 1987 ODA Schedule of fees will continue until December 31, 1988.
- ii) Effective January 1, 1989, the 1988 ODA Schedule of fees will apply.
- iii) Effective January 1, 1990, the 1989 ODA Schedule of fees will apply.
- iv) Effective the first of the month following ratification for employees actively at work, amend the collective agreement as necessary to increase the lifetime maximum benefit for Module III covered expenses to \$1,000.00 per insured family member.

14. Weekly Indemnity

Effective the first of the month following date of ratification for eligible employees actively at work, the maximum Weekly Indemnity coverage will be increased from \$318.00 to \$339.00 or the UIC benefit level, whichever is greater.

Effective January 1, 1989, the maximum Weekly Indemnity coverage will be increased to \$350.00 or the UIC benefit level, whichever is greater for employees actively at work.

Effective January 1, 1990, the maximum Weekly Indemnity coverage will be increased to \$365.00 or the UIC benefit level, whichever is greater for employees actively at work.

15. Medical Certificate Fees (For Memorandum of Agreement only)

The Company will pay medical certification fees by compensating an

employee for the full fee charged by a government of Ontario certified physician, dentist or chiropractor for the completion of a medical certificate of illness or injury is such certificate is required by the Company to support an employees's claim for benefits under Weekly Indemnity. Payment will be initiated upon production of a formal receipt from the attending physician. It is further noted that this payment applies only to supplementary, certificates.

16. Safety Shoes

Effective date of ratification, first pair subsidy will be increased to **\$35.00** from the present **\$25.00**. The second pair subsidy will be increased to **\$10.00** from present **\$5.00**.

17. Article 14 - Seniority

14.06 Change to read **as** follows:

- i) "An employee who voluntarily accepts a position outside the bargaining unit shall maintain and continue to accumulate seniority for a period of twelve **(12)** months for the purpose of transferring back into the bargaining unit provided the employee maintains his Union membership in good standing."
- ii) If an employee returns to the bargaining unit either by the Company's or his own choice and within the twelve **(12)** months or otherwise mutually agreed to extension period, he shall return to his last permanent position.
- iii) Once beyond the agreed to period he will lose his right under the **Union Agreement**.

For Memorandum of Agreement Only

- a) The **12** Hours Shift document will be printed in the new collective agreement as an Appendix.
- b) It is the Company's intention to review all Letters of Intent with Local **1470** at the local level and renew those that continue to be relevant.
- c) A new classification will be established entitled Stock Prep Utility.
- d) Asbestos removal

The Company will abide by the legislative requirement with regard to Asbestos.
- e) As discussed during these negotiations, the parties will meet at the local level to establish an apprenticeship program.

DATE ADJUSTMENTS

	Jan. 1 1988	Jan. 1 1989	Jan. 1 1990
			Before GWI
Machine Tender	\$0.30	\$0.20	-
Back Tender	0.30	0.20	
3rd Hand	0.20	0.10	
4th Hand	0.20	0.05	\$0.05
5th Hand	0.10	0.05	0.05
Stock Prep. Oper.	0.15	0.15	0.10
Asst. Stock Oper.	0.15	0.15	0.10
Journeyman 'A' *	0.30	0.20	
2nd Class Stat. Eng.	0.30	0.20	
Shipper	0.15	0.15	0.10

* Applies to Instrument 'A', Electrician 'A', Millwright 'A', Welder/Millwright 'A', Carpenter/Millwright 'A', Garage Mechanic 'A'.

Statutory Holidays: The Company and Union agree to meet as soon as possible to discuss ways and means to provide additional running time during existing Statutory Holidays. This meeting and any agreement reached thereafter will take place after the CPU and **Abitibi-Price** meet to discuss the same issue.

All other jobs across the mill and not mentioned above will receive an adjustment of **\$0.10** per hour on date of ratification.

Signed at Trenton, Ontario, this _____ day of _____, 1980.

For **Domtar** Inc.
Domtar Packaging
Containerboard Division
Trenton, Ontario.

For Canadian
Paperworkers Union
and its Local 1470.

R. J. Campney

C. Stapley

G. Tripp

J. Lidster

F. A. McCormack

W. Reid

I. J. Roberts

A. Roseblade

R. A. Brown

D. Guinette

T. Hurley

J. Mather
Mediation Officer
Ontario Ministry of Labour