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between

**THE COMMUNICATIONS, ENERGY
AND PAPERWORKERS UNION**
and its Local 528

and

DOMTAR INC. - DOMTAR PACKAGING
Red Rook, Ontario

01262 (05)

MAY 1, 1993 - APRIL 30, 1998

LABOUR AGREEMENT

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**THE COMMUNICATIONS, ENERGY
AND PAPERWORKERS UNION
and its Local 528**

and

**DOMTAR INC. - DOMTAR PACKAGING
Rod Rock, Ontario**

MAY 1, 1993 - April 30, 1998

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COLLECTIVE LABOUR AGREEMENT

Between :

DONTAR PACKAGING

A corporation incorporated (by continuance) under the laws of Canada and having its head office located at 395 de Maisonneuve Boulevard West, Montreal (Quebec), herein acting with respect only to its DONTAR Packaging Mill, located at Red Rock in the province of Ontario, hereinafter referred to as the "Company".

and

**THE COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION
and its Local 528**

Hereinafter referred to as the "Union".

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

ARTICLE 1 - PURPOSE OF AGREEMENT

1:01 The general purpose of this Agreement is, in the mutual interest of the employer and the employee, to provide for the operation of the Company's mill at Red Rock under methods which will further to the fullest extent possible, the safety of employees, economy of operation, quality and quantity of output, cleanliness of plants and

protection of property. 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 promotion of a friendly spirit. It is recognized by this Agreement to be the duty of the Company and its employees to co-operate fully, individually and collectively to the advancement of these conditions.

ARTICLE 2 - RECOGNITION OF MEMBERSHIP

2:01 The Company recognizes the Communications, Energy and Paperworkers Union and its Local 528 as the sole and exclusive bargaining agent for all employees covered by the wage schedule, which forms part of this Agreement and for any other jobs or positions as determined from time to time by the Company and the Union.

*It is fully agreed and understood that Domtar Packaging will not be required to act upon questions of jurisdiction among the unions with whom the Company has Agreements. Questions of jurisdiction shall be decided by the unions themselves under the regulations provided by the C.L.C. Where no resolution of the matter can be reached under the C.L.C. regulations, the matter may be referred to the Ontario Labour Relations Board or such other regulatory body as may be determined under the Ontario Labour Relations Act.

2:02 Employees entitled to membership in the Union shall include tug boat employees, mill testers, hourly paid instrument mechanics, (i.e. not students employed outside the mill on jobs other than those in the schedule), but shall except Salaried Supervisors, Office Staff, Watchmen, Engineering Department Staff, Technical Services Department Staff (Salaried), Electricians, Operating Engineers, Papermakers, Paper Inspectors and Finishing Room Employees.

ARTICLE 3 - UNION SECURITY

3:01 Permanent and temporary 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 Personnel Department.

3:02 All new employees will, upon being engaged by the Company, sign an authorization, as per Appendix C, Exhibit 1, to have the established initiation fee and monthly Union dues deducted from their pay cheque at the end of fifteen (15) days of service in an amount prescribed by the Union. The Company will, within fifteen (15) days of the hiring of new employees notify the secretary of the Local of the new employees name, age, date hired, home address and recorded education. The Company, when hiring new employees, shall give preference to members of the Union when competent and efficient members are available for the positions and to residents of Red Rock and Nipigon.

3:03 The Company shall collect the established initiation fee and deduct each month from the wages owing and payable to each employee within the Union's jurisdiction the monthly membership dues of such employee and remit same to the duly designated official of the said local Union. It is understood by both the Company and the Union that payment of monthly dues, which is a condition of continued employment, maintains membership in good standing in the Union.

3:04 The local Union shall advise the Company in writing of the amount of the monthly deduction to apply to each employee within its jurisdiction. If there should be any change in the amount of such deduction, the Company shall be advised of such change by the Union one month prior to its effective date.

3:05 An employee who authorizes the deduction of his Union dues shall not have the right to revoke his authorization for the duration of the contract year in which the authorization was signed, unless he ceases to be an employee in the jurisdiction of the local Union to which he has authorized payment. Such revocation shall be made in duplicate on the form set out as Exhibit 2 of Appendix C.

3:06 With the monthly remittance of Union dues, the Company shall furnish the Union with a duplicate statement showing for each month, the total amount deducted and the names of any employees for whom no deduction was made because their earnings were insufficient.

3:07 The Company shall be obliged to check off monthly, a fixed amount of Union dues as long as the wages owing and payable to the employee are sufficient to cover this deduction.

With regard to the deduction of arrears of dues, the local Union shall advise the Company in writing each month of the payroll number, name and amount of arrears to be deducted.

ARTICLE 4 - STRIKES AND LOCKOUTS

4:01 There shall be no strikes or lockouts during the life of this Agreement. There shall be no suspension or stoppage of work because of the termination of this Agreement or failure of renewal except with approval of the National Officers of the Union.

ARTICLE 5 - GRIEVANCE PROCEDURE

5:01 All complaints or grievances arising out of the application, interpretation or alleged violation of the Agreement, must be dealt with in the following manner no later than sixty (60) days after the condition giving rise to the grievance has occurred except in cases of suspension or discharge where the grievance will have to be sub-

mitted within fourteen (14) days following the date the employee and the Union have been advised of the suspension of discharge.

Step 1 - By an employee or employees concerned and a local Union representative authorized by the employee or employees concerned with the foreman. Failing settlement within two (2) days, then Step 2.

Step 2 - By an employee or employees concerned or the Grievance Committee with the Superintendent in writing within fifteen (15) days. Failing settlement within five (5) days, then Step 3.

Step 3 - By the grievance committee in writing within fifteen (15) days with the Resident Manager. Any meeting held at this stage which shall occur within fifteen (15) days upon receipt of the grievance, may be attended by the aggrieved employee, the grievance committee and a representative of the National Union, and such Company representatives as the Company may designate.

The decision reached by the Company at Step 3 shall be given in writing within seven (7) days, and the Union shall advise the Company of its acceptance or rejection of such decision in writing and shall proceed to arbitration if need be. The party submitting the grievance to arbitration will advise the other party of its intention in writing within fifteen (15) days following the decision reached by the Resident Manager or his representative, and shall nominate its member to the arbitration board within thirty (30) days.

5:02 A policy grievance by the Company or the Union concerning the interpretation, application or alleged violation of the provisions of this Agreement may be submitted to the other party in writing at Step 3 instead of following the regular grievance procedure.

5:03 A grievance concerning a discharge can be submitted to the other party in writing at Step 3 instead of following the regular grievance procedure.

5:04 No employee or employee representative shall leave his work for any of the purposes mentioned in this Agreement without a request to and permission from his foreman. This permission shall not be unduly refused.

5:05 Saturdays, Sundays and Mill Holidays shall not be counted in determining the time within which any action is to be taken in each of the foregoing steps or in Article 6. Any and all time limits set by these articles may be extended at any time by mutual agreement of the Company and the Union.

ARTICLE 6 - ARBITRATION

6:01 The Board of Arbitration shall consist of one arbitrator chosen by the Company, one arbitrator chosen by the Union, and a third arbitrator who shall be chosen by the two other arbitrators and who shall act as chairman.

6:02 In the event the arbitrators chosen by the Company and the Union fail to agree upon the third arbitrator, this third arbitrator shall be chosen by the Minister of Labour of Ontario.

6:03 These three arbitrators will then confer and diligently study the case and render their decision within ten (10) days after the hearing. This decision shall be final and binding on both parties.

6:04 The Company and the Union shall pay the remuneration and expenses, if any, of the arbitrators appointed by each and remuneration and expenses of the Chairman shall be borne equally by the Company and the Union. Witness fees and allowances shall be paid by the parties calling the witness.

6:05 The decision of the Board shall be final and binding upon the parties hereto. The Arbitration Board shall not be authorized to make, nor shall it make, any decision or recommendation inconsistent with the provisions of this Agreement, nor shall it alter, add to, modify, or amend any part of this Agreement, nor deal with any matter not covered by this Agreement.

ARTICLE 7 - DISCHARGE CASES

7:01 If it is believed by the Union that an employee has been unjustly discharged or laid off, all the facts of the case shall be reported to the Resident Manager in writing within forty-eight (48) hours, (Saturday and Sunday excluded). If under the foregoing procedure of arbitration, Article 6, it is the decision of the board that a lesser penalty than discharge is justified, then the employee will be reinstated and may receive full or partial pay for actual loss of income as determined by the Board.

ARTICLE 8 - SENIORITY

8:01 Seniority, for the purpose of this Agreement, shall consist of Mill Seniority, Departmental Seniority and Job Seniority and shall be defined as follows:

8:02 Mill Seniority shall be an employee's length of continuous service at the Red Rock Mill.

8:03 Departmental Seniority shall be an employee's length of continuous service in an established department at the Red Rock Mill.

Labour Pool employees cannot accumulate departmental seniority.

8:04 Job Seniority shall be an employee's length of continuous service on a designated Job Classification at the Red Rock Mill.

8:05 a) New employees shall be probationary, without seniority, during their first ninety (90) consecutive days of employment with the Company and thereafter shall assume full seniority dating from the time they were employed.

b) Seniority in the Labour Pool will be defined as per Letter of Understanding between Locale 255, 528 and the Company, dated May 11, 1984. (See Letter of Understanding as Appendix "K")

8:06 While the following procedure will be adhered to in respect to seniority, the Company's rights however, to employ whom it will in any emergency situation, must be maintained.

8:07 When a regular employee's service is interrupted, or if he is laid off due to lack of work, his service with the Company will be interrupted, but not broken, providing he returns to work when called and is employed within a period of three (3) years from his last date of employment.

*** For the purpose of recall rights only, the Company will extend this period from three years to five years. Article 8:08 will not apply to employees recalled during this extended period.

8:08 The service of such regular employees shall be carried in respect to pension, statutory holidays, vacation, job postings and mill or job seniority, provided that employment is available and they are available before the expiration of three (3) years from their last employment date.

Note: For the purpose of clause 8:07 and 8:08, the word "regular" describes an employee who has satisfied the requirements of clause 8:05 but excludes employees hired for vacation relief and other persons hired for temporary work.

When Labour Pool employees are NOT scheduled to work, and not laid off, their seniority and benefits continue, if requirements of 8:05 (a) has been satisfied.

8:09 In calculating seniority, only unbroken service will apply.

8:10 To qualify as in 8:07 and 8:08 above, an employee shall:

- 1) Keep the Company currently advised as to his address.
- 2) Return to work promptly when notified to do so.

8:11 Departmental seniority will not apply in the Labour Pool. The basis of seniority in the Labour Pool will be mill seniority only.

8:12 Departmental or job seniority shall not be accumulated on temporary jobs, or on temporary assignments to a regular job.

8:13 An employee will lose all seniority and his employee status with the Company if such employee:

- a) Voluntarily leaves the service of the Company.
- b) Is discharged for cause.
- c) Has been laid off and his recall rights have expired.
- d) Fails to report within one week when recalled from lay-off.
- e) Reaches his normal retirement date (65 years of age) whether or not he is a member of the Company Pension Plan.

8:14 The Company will supply seniority lists on a monthly basis.

ARTICLE 9 - LABOUR POOL

9:01 The Labour Pool shall consist of employees hired for relief purposes and for jobs of a temporary nature.

9:02 An employee assigned temporarily to a job, or to a temporary job, will be assigned to the Labour Pool when his assignment is completed. Should a lay-off become necessary at that time, the employee who has established seniority rights may bump the most junior labour pool employee providing he has had adequate training and has relatively equal qualifications to perform the job efficiently.

9:03 Departmental seniority will not apply in the Labour Pool. The basis of seniority in the Labour Pool will be mill seniority only. Mill seniority will be established after a probationary period of ninety (90) days.

9:04 New employees and employees previously laid off will enter the employment of the Company through the Labour Pool.

9:05 Labour Pool employees who are laid off shall be recalled on the basis of seniority provided they have qualifications to fill the requirements of the job available.

9:06 To be kept on the recall list, a laid-off employee shall:

- 1) Keep the Personnel Office currently advised as to his address and phone number.
- 2) Return to work promptly when notified to do so.

9:07 It is the Company's practice to provide work, as needed, to employees of the Labour Pool before offering such work to students except in those circumstances where Labour Pool employees are not available or who are not familiar with the work to be performed.

9:08 If it is necessary to assign a Labour Pool employee temporarily to a job or to a temporary job for a limited period of more than ninety (90) working days (other than vacancies caused through illness, vacations, leaves of absence or floating holidays) the job shall be posted. The anticipated required time shall be stated on any temporary posting. The successful applicant will be entitled to return to his former job within a 90-day period, but if the employee chooses to remain on the temporary posting, the employee shall return to the labour pool and original status when the temporary job expires. Such postings will be filled in accordance with seniority provided the applicant has the qualifications to fill the requirements of the job available.

When the length of such vacancy is not known, the job shall be posted as soon as it is learned that the vacancy will exist for more than ninety (90) working days, or on the ninety-first (91st) working day at any event.

2) If for any reason a job posted as temporary becomes permanent, it shall be re-posted.

ARTICLE 10 - LAY-OFFS

10:01 In cases of lay-offs, other than temporary lay-offs, mill seniority shall apply, taking into consideration ability to perform the duties required in the various departments. (Scheduled short-time operation is not construed as a general lay-off.)

10:02 a) Temporary lay-off is defined as a minimum of four (4) days and a maximum of thirty-one (31) days in which case lay-offs shall be in the reverse order of the established line of progression.

b) In the application of the lay-off, an employee having greater departmental seniority will not be displaced from his position by one of lesser departmental seniority. Employees will be laid off from the bottom jobs on the basis of departmental seniority. There shall be no crossing of linea of progression.

10:03 In lay-offs, other things being equal, the principle of seniority shall govern. In any case of lay-offs, where seniority is not followed, the Union Committee shall be privileged to present recommendations for the consideration of the Company before final action is taken. In the event of a dispute arising out of the application of the foregoing, the Union reserves the right to the Grievance Clause, Article 5.

10:04 If and when positions are discontinued (for a period of thirty-one (31) days or more), the employee affected will have the right to be assigned to a position in the Labour Pool provided that he holds more plant seniority than the junior man in the Labour Pool.

All references to be made to Appendix "N".

ARTICLE 11 - PROMOTIONS

11:01 In cases of promotions in positions within the jurisdiction of the Local, the oldest permanent employee in point of service in the department among employees of equal efficiency and ability, if qualified, shall be given preference. If within a trial period of ninety (90) days such employee is found inefficient in the opinion of Management, in such promotion, or, if the employee wished and the Company agreed the reason was good and sufficient he then shall be returned to his former position.

11:02 When a permanent vacancy occurs in a line of progression, promotions shall take place up the line of progression as per 1) above and the bottom job in the line of progression shall be posted on the bulletin boards for twenty (20) calendar days. Any employee may apply.

11:03 When permanent vacancies occur outside a line of progression or by the creation of new jobs such positions shall be posted on the bulletin boards for twenty (20) calendar days. Men having mill seniority with the necessary ability shall be given preference in considering all applications for such vacancies. Any experience gained in temporary jobs will not be considered for permanent postings. Applications for the transfer of an employee from one department to another may not be accepted before the completion of forty-five (45) days of continuous service with the Company. A copy of each job posting shall be given to the Union concerned. Subject to change in job requirements, the Company will endeavor to standardize qualifications on job posting notices for the same job.

11:04 Applicants for vacancies will be chosen from those employees who are readily available or who have made their availability known, i.e., employees who have been laid off but who are not in the immediate area or who have not inquired personally or otherwise within the preceding fifteen (15) days for re-employment cannot be considered for any vacancy.

11:05 In cases of known temporary vacancies of twenty-one (21) days or more (vacations excepted) the senior employee in the line of progression shall be given the promotion, if qualified.

11:06 In promotions, other things being equal, the principle of seniority shall govern. In cases when an employee to be promoted is not the senior employee within the Department or established lines of progression, the Company will advise the

senior employee and the Union of its decision. The Union Committee shall have the right to discuss, within a reasonable length of time, the merits of the employee concerned before final action is taken. In the event of a dispute arising out of the application of the foregoing, the Union reserves the right to the Grievance Clause, Article 5.

ARTICLE 12 - JURY DUTY

12:01 An employee who serves as a juror or subpoenaed witness, or is required to be present on jury roll call on his scheduled working day, shall be paid the difference between the pay received for such jury duty and his regular scheduled daily hours times his straight-time rate.

12:02 To be eligible for jury duty pay the employee must:

- 1) be a regular employee with at least three (3) months' service;
- 2) be available for work when not required on active jury duty.

ARTICLE 13 - BEREAVEMENT LEAVE

13:01 When death occurs to an employee's spouse or child, the employee will be granted a leave of absence and will be paid for eight (8) hours at his regular straight-time rate for up to five (5) consecutive scheduled working days lost within the seven (7) day period beginning with the date of death.

13:02 When death occurs to an employee's brother, sister, mother, father, mother-in-law, father-in-law, step-mother, step-father, step-brother, step-sister, grandmother, grandfather or grandchild, the employee will be granted a leave of absence and will be paid for eight (8) hours at his regular straight-time rate for up to

three (3) consecutive scheduled working days lost within the six (6) day period beginning with the date of death.

An employee on vacation at the time of bereavement is to be considered as on active service and the number of days ordinarily provided in such case is to be added to vacation period.

13:03 The regular straight-time rate means the straight-time rate of the job at which the employee would have worked had he not been on bereavement leave.

ARTICLE 14 - WILL HOLIDAYS

14:01 STATUTORY HOLIDAYS

Shutdown Periods

The following days shall be considered Mill Holidays, and, except as stated in 14:02 shall be considered shutdown between the hours specified:

- 1) New Year's Day: 32 hours from 4 p.m. of the day prior to New Year's Day to 12 p.m. of New Year's Day;
- 2) Canada Day: 48 hours from 8 a.m. of Canada Day to 8 a.m. of the second day following Canada Day;
- 3) Labour Day: 24 hours from 8 a.m. Labour Day to 8 a.m. of the day following Labour Day;
- 4) Christmas Day: 48 hours from 4 p.m. of the day prior to Christmas Day to 4 p.m. of the day following Christmas Day.

In the event of six-day operation, then Sunday shall be excluded from the holiday period on Christmas and New Year's holidays.

*** Effective 1995 Article 14 to read:

There shall be one mill holiday shutdown per year commencing at 8:00 A.M. December 24th and extending for 152 hours. The Company will schedule its annual maintenance shutdown during the annual mill holiday. All clauses in Article 14 will be revised as required. The following principles will apply:

- Pay for state as per current Collective Agreement.
- No run-thru pay on January 1, July 1, July 2, or Labour Day.
- All employees will receive 48 hours Holiday Pay during this period.

14:02 If either party wishes to change the holiday hours as allocated in 14:01 above, it may be done by mutual consent. The request to do so shall be presented at least two (2) weeks ahead of the holiday.

14:03 Work on Holidays

1) Watching and Essential Services: operation of the Lime Kiln shall be one of the essential services, and will be operated long enough to prevent pollution, but it will not be operated past midnight of Christmas Eve. (See Letter of Understanding, Appendix "I", signed October 25, 1984).

2) There shall be no maintenance work done after shutdown time and before start-up time on Statutory Holidays except in case of emergency and work shall be kept to a minimum.

3) An additional three (3) hours' pay will be granted to those employees working on essential services during mill holidays as defined in Section 14:01. (See Letter of Understanding, Appendix "I", signed October 25, 1984).

14:04 When a mill (shutdown) holiday falls on a scheduled work day of an employee, it shall be considered a regular shift worked by the employee for the purpose only of computing overtime in the week in which the holiday occurs.

14:05 Eligibility for Pay

Employees who satisfy the following conditions, shall be entitled to Holiday Pay at their regular hourly rate as follows:

New Year' Day	- Eight	(8) hours
Canada Day	- Sixteen	(16) hours
Labour Day	- Eight	(8) hours
Christmas Day	- Sixteen	(16) hours

Employees must:

1) have been in the service of the Company for not less than thirty (30) days immediately preceding any given holiday:

2) have been at work as scheduled immediately preceding the holiday and immediately following the holiday, except:

- i) if away on regular vacation;
- ii) if absent due to legitimate illness or accident and can produce a doctor's certificate]
- iii) if work was not available due to curtailment of operation of the mill;
- iv) if on authorized leave of absence from the Company;
- v) if on a regular day off. ' '

3) If any of the above statutory holidays falls in an employee's scheduled paid Vacation time, the employee entitled to such holiday shall receive a day's pay or another day off at a time mutually convenient to the employee and his supervisor, to be taken within sixty (60) days after Vacation

only if the employee requests it. Under either option, the employee is to be paid at the time of the Mill Holiday.

14:06 Employees who are obliged to work on a shutdown Mill Holiday shall be entitled to time and one-half their regular rate for the time worked on the holiday, and, in lieu of payment for the holiday, to one day off with eight (8) hours' pay at their regular rate at a time mutually convenient to such employees and the Company.

14:07 When an employee has been replacing another employee at a higher rate of pay for the working day immediately prior to the Statutory Holiday, the employee will be paid for such Holiday at the higher rate.

14:08 Voluntary Repair and Maintenance

1) Once each Agreement Year the Company may schedule an eight-hour repair period which will fall within the 152 annual shutdown hours. It will not designate the repairs on Christmas Day.

2) Individual departmental arrangements will be made regarding assignment of workmen on a voluntary basis to the program of work.

3) The Company will not schedule a repair period at the start of an individual shutdown day.

4) Payment for this repair period will be as follows:

Mill Holiday pay of 8 times his hourly rate plus time and one-half his hourly rate for the hours worked.

In addition, the employee who works on this repair period shall take an additional Floating Holiday.

14:09 Floating Holidays

1) Effective May 1st each year, an employee with one or more years of continuous service shall be eligible for six (6) Floating Holidays with eight hours' pay at his regular straight-time rate.

New employees shall accumulate Floating Holidays at the rate of:

One (1) Floating Holiday for sixty (60) days of continuous employment.

A Second Floating Holiday for one hundred and twenty (120) days of continuous employment.

A Third and Fourth Floating Holiday for one hundred and eighty (180) days of continuous employment.

A Fifth and Sixth Floating Holiday for two hundred and ten (210) days of continuous employment.

But, in any event, no employee shall be eligible for, or receive, more than six (6) Floating Holidays in any Agreement Year, except for Voluntary Repair Floaters.

2) The Floating Holidays shall be granted subject to the Superintendent's approval and may be taken separately or consecutively.

3) Except during short-time operation when the days may be taken while the mill is down, the Floating Holidays shall be taken on scheduled working days of the employee.

4) Employees hired for temporary work who may become entitled to one or more Floating Holidays may take them, or pay in lieu thereof, at the termination of their employment.

5) Floating Holidays are not cumulative from year to year.

6) The employee shall make written application to his Superintendent on the form provided at least seven (7) days in advance of the date he requires a Floating Holiday. Notice of approval or

disapproval shall be given to the employee in writing within seventy-two (72) hours of receipt of his application. If his application has been approved and his holiday has been designated and he is required to work on that day, he shall be paid time and one-half his regular rate. No change shall be made in an employee's approved and designated holiday without at least seven (7) days prior notice, except in the case of an emergency.

7) Only under unavoidable circumstances will employees work during the twenty-four (24) hours period for which he has been granted a Floating Holiday. If such occurs, he may submit his request for an alternative date.

8) To avoid excessive accumulation of Floating Holidays in the latter months of the Agreement Year, each Superintendent will, immediately following April 1, schedule any remaining Floating Holidays not previously scheduled.

9) No employee shall receive Vacation or Floating Holiday Pay to cover lost time after thirty (30) days have elapsed.

14:10 a) When a Statutory Holiday falls on an employee's scheduled day off, the employee will be paid for the day at his regular straight-time rate and may take a day off at a later date, as mutually agreed, without pay.

b) Any employee who works at least one full shift during any mill Holiday, when the Mill is kept in operation, may take a compensating day off without pay as mutually agreed to with their supervisor during the 12 months following the time worked.

c) The employee must state his intention to the supervisor prior to the Statutory Holiday if he wishes to take a day off at a later date.

*****14:11 Leave of Absence**

With the mutual agreement of the parties, an employee will be granted a Leave without pay for a determined period without loss of seniority.

ARTICLE 15 - VACATION PLAN

15:01 The qualifying date for Vacations shall be January 1.

15:02 The Vacation period shall be the twelve (12) months commencing January 1 and ending on the following December 31.

15:03 All regular employees who have completed the following years or more of continuous service by January 1 and who have worked the required 750 hours during the twelve (12) months preceding the said January 1 shall receive the following with Pay:

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
7 weeks after 30 years

In addition to the above weeks of Vacation, an employee who has completed four (4), nine (9), twenty (20), and twenty-seven (27) years of continuous service, shall be eligible to receive one additional week of Vacation during the remainder of that Vacation Year upon reaching his employment anniversary date.

15:04 All regular employees who, by January 1, have completed twenty-five (25) years or more continuous service, and who have worked the required 750 hours during the twelve (12) months preceding

the said January 1, shall receive, in addition to the regular Vacation to which an employee is entitled, in the calendar year in which he reaches:

60 years of age	1 week	paid Vacation
61 years of age	2 weeks	paid Vacation
62 years of age	3 weeks	paid Vacation
63 years of age	4 weeks	paid Vacation
64 years of age	5 weeks	paid Vacation

15:05 All regular employees who, by January 1, have not completed one (1) year continuous service will be granted one-fourth of a day Vacation with Pay for each full week of actual work performed prior to the said January 1 to a maximum of ten (10) days or four percent (4%) of the total wages earned by the employee during the period prior to the said January 1, whichever is the greater. No Vacation of less than one (1) day will be granted.

***15:06 a) Vacation payment shall be made on the basis of 2.4% of gross earnings for the prior calendar year for each week of entitlement or forty-eight (48) hours per week, whichever is greater.

b) All employees taking vacation between November 1 and April 30 of the following year, excluding the month of December, will be granted an additional four hours' pay for each week of Vacation taken in that period. Any week of an employee's scheduled Vacation that commences during this period will include the additional four hours' pay for that week only.

15:07 Temporary employees who do not accumulate the required number of hours to qualify for Vacation due to the limited time in which to qualify, shall receive vacation Pay credit in accord with the Employment Standards Act of Ontario.

15:08 a) Periods of disability because of accident covered by the Workers' Compensation Board, incurred during the course of employment, shall be considered as time worked for the purpose of qualifying for Vacation.

b) An employee who is on Weekly Indemnity or Workmen's Compensation benefits, and has not taken his Vacation in the applicable calendar year, shall be entitled to receive Vacation Pay in lieu thereof or postpone his Vacation to the following calendar year at which time the Vacation will be taken immediately following the period of disability.

c) If an employee has had his Vacation scheduled and, subsequently, is off work on W. C. B. during the time he would have taken his Vacation, he may request of his departmental supervisor that his Vacation be postponed or cancelled. He, of course, would not receive Vacation Pay if his Vacation is postponed or cancelled. The onus is on the employee to initiate such a postponement or cancellation by contacting his departmental supervisor. The supervisor, in turn, will notify the Pay Office of such postponement or cancellation.

15:09 Vacations are not cumulative and must be taken within the Vacation period.

15:10 No employee may continue to work and draw Vacation Pay in lieu of taking the Vacation.

15:11 All Vacation schedules will be subject to the approval of the Company.

***The general procedure for Vacation allotment will be worked out with the Union and the departmental Superintendent. By April 1 of each year, or such other time as may be agreeable, the departmental procedure for allotment of Vacations will be posted on the departmental bulletin boards with a copy to the Union.

15:12 It is agreed that the Union will cooperate with Management in scheduling Vacations in such a manner that maximum production may be maintained.

15:13 Vacation Pay for regular employees with more than one (1) year of continuous service who are laid off due to lack of work, retire, or otherwise leave the Company in good standing, shall be calculated on the basis of the amount due him, using January 1 as the computation date.

***15:14 The Company will allow one (1) week of Holidays to be taken one day at a time subject to the employee's Superintendent's approval. Permission absences will not be granted until all the employee's Floating Holidays and one day Vacation days (five days max) have been used. Day workers only - CEP 528. Permission absences does not include Union business or Leaves of four hours or lese.

***15:15 The Company will post a complete annual vacation schedule by December 31st of the preceding year. All employees total entitlement will be posted at that time as per past practice.

ARTICLE 16 - HOURS OF WORK

16:01 The normal operation of the mill shall be seven (7) days per week, Monday through Sunday, inclusive.

16:02 The work week shall begin and end at Sunday midnight and Sundays are defined as the twenty-four (24) hour period between midnight Saturday and midnight Sunday or as per 12-hour documents. All regular Sunday work will be paid at time and one-half.

16:03 The regular working day for day workers shall be eight (8) hours per day from 8:00 a.m. to 4:00 p.m. inclusive of a thirty (30) minute lunch break and one fifteen (15) minute rest period in the a.m.

16:04 The schedule of hours for shift workers shall be from 12:00 midnight to 8:00 a.m., 4:00 p.m. to 12:00 midnight, 8:00 a.m. to 4:00 p.m. or as mutually agreed, as per 12-hour shift agreement.

16:05 Shifts shall be arranged to suit the running schedule of the mill and to avoid any interruptions in normal 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.

The 12-Hour Shift Agreement to be included in the Collective Agreement to become Appendix "L".

16:06 The Company agrees to guarantee work for the balance of the shift in which a breakdown or emergency shutdown occurs and for the two following shifts except in the case of a power failure.

16:07 Each worker is required to be in his place when his shift begins and shall not leave his post to wash or dress until his mate relieves him and takes over the duties and responsibilities of the job.

16:08 If a shift 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.

16:09 The normal schedule for shift workers while the mill is operating seven (7) days a week shall be forty-two (42) hours. In the event it is necessary to reduce production schedules to six (6) days or less, the Company agrees to discuss the new schedule with the Union.

ARTICLE 17 - SCHEDULED DAYS OFF

When a permanent employee is required to work on his scheduled day or days off as per department shift schedule as per Article 17:01, the employee will be paid time and one-half on the understanding that:

17:01 His scheduled day or days off shall be posted in his department not later than 3:00 p.m. on the Friday preceding the week in which the day or days off are scheduled if a day worker, or not later than 12:00 midnight on the Wednesday if a shift worker.

17:02 He may change his scheduled day or days off with the consent of his supervisor provided such an arrangement is made at least twenty-four (24) hours before such change.

17:03 In the event of a major breakdown an employee may be required to work on his scheduled or designated day or days off for which he will be paid at straight-time rates provided he has been given at least twenty-four (24) hours advance notice and assigned another day or days off as mutually agreed upon for which he will be paid at the overtime rate if required to work on these days.

ARTICLE 18 - OVERTIME

18:01 If a man is required to come in for scheduled repairs on his designated day(s) off or on Sunday or a Statutory Holiday, he shall be given a minimum of four (4) hours' work.

18:02 An employee who is needed for scheduled Sunday work will be notified as soon as it is known that he shall be required, at least before he finished his last regular shift of the week. In the event that a man is called in to work on Sunday after he has finished his regular weekly shift, then he shall receive two (2) hours'

straight-time pay above time and one-half for time worked or a minimum of six (6) hours' straight-time pay, whichever is the greater amount, except in cases of unforeseen emergencies or breakdowns.

18:03 Overtime shall not be pyramided nor shall more than one basis of calculating overtime be used to cover the same hours.

18:04 Any employee who works six (6) hours or more on Sunday, and has not a designated day off during the following week, must mutually agree with his Superintendent as to what day he has off, and if obliged to work on that day, be paid at the rate of time and one-half.

18:05 An employee sent for or reporting for his regular shift and not needed will be entitled to two (2) hours at straight time for coming down.

18:06 All time worked in excess of the regular working day, including the regular hour for lunch, shall be paid for at the rate of time and one-half.

18:07 Double time the regular straight-time hourly rate will be paid after eight (8) hours of work on a Statutory Holiday.

18:08 Double time the regular straight-time hourly rate will be paid after eight (8) hours of work on a Sunday.

18:09 A day worker called in between the hours of 4:00 p.m. and 8:00 a.m. whether or not he was given any notice prior to 4:00 p.m., shall receive call-in pay.

18:10 An employee called on their scheduled days off will be paid at the rate of time and one-half or a minimum of six (6) hours at straight time, whichever is the greater amount.

18:11 Day workers called in on a Sunday will receive six (6) hours' straight time or time and one-half, whichever is the greater amount.

18:12 In the case of a workman reporting late without having authorized leave, overtime will not be paid until the completion of eight (8) hours' continuous work.

18:13 Day workers may be changed to shift workers when required in special circumstances. In the event that adequate notice (48 hours) is not given to day workers other than Labour Pool employees, time and one-half will be paid for the first shift.

18:14 When it is required to set up twelve (12) hour maintenance crews, utilizing men who are normally day workers, the night crew shall be paid time and one-half for the first night shift, and for the first four (4) hours of the second night shift (12-8) if the shift terminates by 4:00 a.m. If a full second night shift is needed, or if it terminates after 4:00 a.m., then straight time will be paid from midnight to the termination of the shift.

18:15 a) If it is necessary for Labour Pool employees to be transferred between departments with differing schedules, seventy-two (72) consecutive hours of work are permitted before premium rate will apply.

b) In addition, Labour Pool employees who work over 336 hours in any eight (8) week period will be eligible for premium rates of pay for the excess hours.

Company to provide, when requested, a print out of hours worked each pay period for employees assigned to Labour Pools.

18:16 Shift workers shall be paid at the rate of time and one-half for all work performed before or after their regular daily hours of work with the following exceptions:

1) When required to work more than eight (8) hours in a 24-hour period, due to change of shifts require by the normal scheduling of mill operations.

2) Overtime worked by special arrangement between a shift worker and his mate to exchange shifts with the approval of his supervisor and when this can be accomplished without additional cost or penalty to the Company.

3) When required to replace an employee for tardiness up to two (2) hours.

18:17 The Union and the Company agree that it is the duty of a shift worker to report for his regular shift unless he has already arranged with his supervisor for Leave of Absence. If unavoidably prevented from reporting, he must give notice to his foreman four (4) hours before his normal tour of duty would begin. The Company and the Union agree to co-operate actively to forestall abuses of the provisions of the overtime for shift workers clause.

18:18 Except as noted above, shift workers called on duty before or after regular working hours shall receive time and one-half for all overtime work and in no case shall they receive less than four (4) hours' pay at regular rates for the work performed on each call.

18:19 Call-in pay shall be the greater of four (4) hours' pay at regular straight-time rates, or actual hours worked at time and one-half.

18:20 Call-in pay for an employee called in on a Sunday shall be the greater of six (6) hours' pay at regular straight-time rates or actual hours worked at time and one-half.

18:21 If an employee on a call-in completed the assignment and is assigned another job which is not related to the call-in, he shall be paid on the same basis as though he were called in to do the unrelated job.

18:22 Notice of twenty-four (24) hours will be given to a scheduled shift worker who is required to change his regular shift; otherwise, time and one-half his straight-time rate will be paid for his first shift or part thereof worked.

18:23 Rest Period - A day worker working in excess of sixteen (16) hours, lunch time included, in any 24-hour period, provided he is scheduled to work the following day, shall receive time off with pay to the extent that such work exceeds sixteen (16) hours. This will not apply to excessive hours worked as a result of an arrangement between employees.

18:24 Any day worker called in shall receive time off (1 hour minimum) at straight time to the extent of time worked between midnight and 8:00 a.m. provided he is scheduled to work at 8:00 a.m. that day and reports at the deferred starting time.

ARTICLE 19 - SHIFT PREMIUM

19:01 The shift differential shall be as follows:

	<u>4-12 shift</u>	<u>12-8 shift</u>
May 1, 1990	40 cents	55 cents
May 1, 1991	40 cents	60 cents
May 1, 1992	40 cents	60 cents
(12-hour shifts -	May 1, 1990 63 cents	
	May 1, 1991 67 cents	
	May 1, 1992 67 cents)	

19:02 The shift premium does not apply to day workers engaged on overtime work.

19:03 Employees absent on paid Vacations, Holidays with Pay, Funeral Leave or Jury Duty shall not be entitled to the shift differential.

ARTICLE 20 - WIRE CHANGES

20:01 Employees engaged changing fabric/wires at a time other than their regular shift shall receive eight (8) hours' pay at straight-time rates when fabric/wires are completed within three and one-half (3 1/2) hours. Time and one-half will be paid for the balance of time that the employees called in work on the fabric/wire change.

20:02 The 8-4 shift and the Clothing Crew engaged in changing fabric/wires on the 8-4 shift shall receive eight (8) hours' pay at straight-time rates and two (2) hours' pay will be deducted from their regular hours of work. Time worked after 4:00 p.m. will be time and one-half.

20:03 The fabric/wire changes will be considered complete when the fourdrinier has been completely reassembled and the fabric/wire is ready to run.

20:04 When for maintenance reasons or reconditioning for re-use, fabric/wire is removed from the machine and reinstalled on the fabric/wire stringing equipment or repacked in its transportation container, the crew involved in this work will receive the same fabric/wire time as now paid for installing fabric/wire.

20:05 Under normal circumstances and so long as present operating conditions continue, the normal fabric/wire crews called in shall be as follows:

No. 1 Machine

When the Top Former Wire is **Bottom Wire**
changed, the crew will be
restricted as follows:

- | | |
|--|--|
| a) Crew on shift. | a) Crew on shift. |
| b) One (1) Crane man. | b) One (1) crew called in from Machine Tender to Sixth Hand. |
| c) One (1) Tour Boss. | c) One (1) Crane Man. |
| d) If crew is short, use Utility Man (senior), Company Option. | d) One (1) Tour Boss. |
| | e) If crew is short, use Utility Man (senior), Company Option. |

Wire Pay for No. 1 P.M. and No. 2 P.M. as per Article 20, Section 20:02 will apply on a 24-hour coverage.

No. 2 P.M. Wire Crew (As per Contract, Article 20:05).

Note: Crew on their first two days off will be called in.

No. 2 Paper Machine

- 1 Machine Tender
- 1 Back Tender
- 1 Third Hand
- 1 Fourth Hand
- 1 Fifth Hand
- 1 Sixth Hand
- 1 Boss Machine Tender
- 1 Craneman

Two members of the Millwright crew will also form part of the normal fabric/wire crews. When an apprentice is used he will have had previous training on fabric/wire change.

20:06 The Union will undertake to make changes of fabric/wires and clothing on Sundays when requested to do so, and to co-operate in every reasonable way to increase production.

ARTICLE 21 - WAGES

21:01 It is mutually agreed that the rates of pay as per attached schedule, Appendix "A", form part of this Agreement.

21:02 If a new job is created, the evaluation of such job, and its effective date, will be negotiated within three (3) months of the time it becomes operational or within such further time as may be mutually acceptable.

21:03 Local adjustments will be confined to consideration of individual job rates in cases of gross inequalities or when major changes in job responsibility make them necessary in the opinion of Management. Failure to agree on any such cases shall in no way interfere with the terms of this Collective Agreement.

21:04 When an employee is required to do work other than that at which he is employed, the regular rate of the occupation shall apply. However, if the rate should be less, the employee's regular rate shall apply.

21:05 An employee assigned a Superintendent's job for a period in excess of one (1) day, shall receive fifty-five (55) cents per hour in addition to his regular hourly rate for the period so worked. An employee assigned a salaried foreman's job shall thereupon receive fifty (50) cents per hour more than the highest hourly-rated man that he is required to supervise, or at least fifty (50) cents per hour more than his own regular

rete. The Company reserves the right to determine when it is necessary to set up replacement for salaried foremen and superintendents. It is also understood that, where current practice is more generous, such practice shall continue.

21:06 The rate for hourly-paid foremen will be a minimum of twenty-five (25) cents per hour more than that of the highest hourly-rated man he is designated to regularly supervise.

21:07 Journeyman Hiring - The probationary period for new hired Journeymen shall be three (3) months at the "A" Journeyman rate.

21:08 Time and one-half will be paid for each hour worked at a height of forty (40) feet or more, on scaffolding or staging, above a permanent structure.

ARTICLE 22 - AUTOMATION - MECHANIZATION

22:01 The Company is concerned about the impact on employees and conditions of employment resulting from technological improvements and automation. It is essential that these improvements be utilized to the best advantage of both the Company and the employees. Accordingly, the signatory parties agree to the following.

22:02 The establishment of a Joint Committee on Automation at the Red Rock Mill which shall consist 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 to ensure that the interests of the Company and of the employees are fairly and effectively protected.

22:03 The Company undertakes to advise the Union as soon as possible, and in any case not less than 60 days before the introduction thereof, of tech-

nological changes and/or automation which the Company has decided to introduce and will result in lay-off or other significant changes in the employment status of employees.

22:04 Furthermore, the company undertakes

1) 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 six (6) months, to maintain the rate of his permanent job at the time of the set back and, for a further period of six (6) 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 one-year period, the rate of his new permanent job will apply.

2) 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 six (6) months' notice of separation.

3) Subject to Mill operating requirements to grant leaves of absence for a period of one (1) month or much 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.

22:05 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.

22:06 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.

ARTICLE 23 - GROUP INSURANCE PROVISIONS

23:01 GENERAL PROVISIONS

a) Compulsory Participation and Waiting Period

Membership in the full group insurance plan is compulsory for all full-time permanent employees after three (3) months waiting period.

b) Changes in Government Plans

If, during the life of this Agreement, Federal and/or Provincial governments shall introduce legislation to provide benefits already covered by this plan, the Company will have the right to full integration of both benefits and costs.

c) Administration

Group Insurance benefits will be administered in accordance with the terms and conditions of the Group Insurance policy.

Following the conclusion of negotiations, the Company will review the existing insurance contracts with the local Union negotiation committee to ensure that contract language is reflective of the plan design and administrative understandings that have been and will be developed. Copies of the insurance contracts and amendments hereto will be

furnished to the Union and the Company will provide a full accounting once each Collective Agreement Year.

23:02 LIFE INSURANCE

a) All eligible employees shall be provided with Basic Life Insurance coverage of twice an employee's regular hourly rate times 2,080 hours, adjusted to the nearest \$100, with a maximum coverage of \$40,000.

An employee who has completed three (3) months waiting period will be given the opportunity to increase his life insurance by an additional block of \$40,000 without being required to provide evidence of insurability. New employees will be given a like opportunity upon completion of the waiting period. An employee who refuses this opportunity when first eligible will be permitted to elect such additional coverage at a later date but only after providing evidence of insurability satisfactory to the Company.

b) Waiver of Premium

For employees who become disabled prior to age 65 and who remain disabled for three (3) consecutive months, Life Insurance premiums will be waived for the duration of their disability retirement or age 65, whichever is earlier.

Life Insurance coverage will remain in force during this period, based on the employee's earnings prior to disability.

c) Life Insurance Coverage - Dependents

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

1. Spouse - \$10,000.

2. Each unmarried child:

a) 14 days but less than 1 year of age - \$5,000.00.

b) 1 year but less than 19 years (twenty-five (25) years when a student full time), wholly dependent on the employee for support, \$5,000.00.

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

d) Retiree Life Insurance

Retiree Life Insurance of \$4,000 to take effect immediately upon early or normal retirement.

23:03 ACCIDENTAL DEATH AND DISMEMBERMENT

The amount of Accidental death and dismemberment coverage will be \$19,500 for all employees. (i.e. ADD coverage will be 24-hour coverage).

23:04 - WEEKLY INDEMNITY

a) All eligible employees shall be provided with Weekly Indemnity coverage of seventy percent (70%) of basic weekly earnings (40 hours X card rate) with no maximum, payable from the first day of accident or hospitalisation. the fourth day of illness, such payments to be made for a maximum of 52 weeks.

b) Offsets

C.P.P. benefits for disability payable on behalf of the employee for the same disability, including retroactive payments, will reduce weekly Indemnity benefits by an equal amount. All employees may be

obliged to apply for government disability benefits at any time of disability and will agree to reimburse the Insurance Company for any retroactive payments made while in receipt of Weekly Indemnity benefits.

c) Successive Periods of Disability

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

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

d) U.I.C. Rebate

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

23.05 - LONG TERM DISABILITY

The L.T.D. Plan shall be administered in accordance with the terms of the Insurance policy and shall contain the following governing provisions:

1) Eligibility

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

2) Qualifying Period

"Qualifying Period" means 52 consecutive or cumulative weeks of Weekly Indemnity Benefits for one disability.

3) Definition of Disability in the L.T.D. Plan

"Disability" shall mean an insured employee who has received fifty-two (52) weeks of benefits under the weekly indemnity plan or from the Worker's Compensation Board following a compensable accident, and who for an additional period of twelve (12) months is unable solely because of disease or injury to work at his regular occupation 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.

***4) Amount of Benefit

Fifty-five percent (55%) of the regular straight-time rate, multiplied by 2,080 and divided by 12 for day workers, multiplied by 2,184 divided by 12 for shift workers up to a maximum of \$2,000 per month for employees becoming disabled on or after May 1, 1987. (Effective May 1, 1994, the maximum monthly coverage is \$2,100 for employees actively at work on that date. Effective May 1, 1996, the maximum monthly coverage is \$2,200 for employees actively at work on that date.) The regular straight-time hourly rate shall be the rate used to calculate the Weekly Indemnity benefit. This applies to all eligible employees. The amount of benefit shall be reduced by any primary payments

made under any government disability plane (except increase in such amounts occurring twelve (12) months or more after disablement), Workers' Compensation, or any other non-private disability income plane.

***During the term of agreement, effective May 1st of each year, general wage rate increases will be incorporated into the benefit up to the maximum monthly payment of \$2,000. (Effective May 1, 1994, \$2,100 and effective May 1, 1996, \$2,200.)

5) Duration of Benefits to be the Earliest of

- a) A benefit period equal to months of service.
- b) The last day of the month during which the employee attains his 65th birthday, if not on the first of the month.
- c) On the date of retirement.
- d) The date of death.
- e) The date the employee ceases to be disabled. (NOTE: If there is a recurrence of the same disability within thirty (30) days of return to work, a new qualifying period will not be required).

6) Group Insurance and Pension Plan benefits while receiving L.T.D.

a) Pension Accruals

While entitled to benefits under the L.T.D. Plan, a contributory member of the Plan will continue to accrue Pension benefits, free of contributions by him, based on his regular classified rate as of the date disability commence. Although accruing pension benefits, no death or termination benefit will accrue during this period,

except with respect to interest on employee contributions made prior to date of disability.

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

c) Life Insurance

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

Installment life benefits will be paid if an employee under age 65 continues to be totally disabled and he no longer has benefit entitlements under the Weekly Income and L. T. D. disability plans, on the following basis: The amount of Life Insurance benefit, less \$4,000, paid at the rate of one-sixtieth per month for a maximum period of 60 months, or early retirement, or age 65, whichever occurs first. The \$4,000 coverage will be continued as a retiree life insurance benefit.

d) Group A. D. & D.

Coverage will be maintained while receiving L. T. D. benefits.

e) Health Insurance

Coverage will be maintained in accordance with the conditions applying under the Collective Agreement.

f) An employee on L. T. D. shall not accumulate credit for Vacation or Holidays.

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

23:06 HEALTH BENEFITS

a) Semi-Private Hospital Benefit

Coverage is provided for employees and their eligible dependents for the full cost of Semi-Private Hospital room and board over and above the amount paid by O.H.I.P. for standard ward accommodation.

b) Major Medical Benefits

Major Medical coverage for employees and eligible dependents is provided subject to a yearly deductible of \$25 for one person or \$50 for a family. After the deductible has been satisfied, the Plan will pay 100% of all eligible expenses. The maximum benefit payable for each individual over a three-year period will be \$15,000 (effective date of ratification. Effective May 1, 1996, maximum benefit to be \$20,000.)

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

3. Health Insurance Coverage (Retirees)

The Company will provide optional coverage under the Major Medical Plan to Retirees between the ages of 58 (or as otherwise may be negotiated) and 65. The cost of such coverage shall be borne by the Retiree.

c) 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 \$100 per employee, \$75 per dependent family member, in any two consecutive calendar years. Effective May 1, 1996, the payment will be increased to \$125 per family member.

23:07 COST SHARING

Insurance Premiums

The Company will pay the full cost of A. D. & D. Insurance, Life Insurance up to the first \$40,000 coverage, Semi-Private Hospital, Major Medical, Weekly Indemnity and Long Term Disability insurance.

The Company agrees to pay the premium costs of O.H.I.P. during the term of this Agreement.

For the additional Voluntary Life Insurance, the employee will pay 30 cents per \$1,000 per month and the Company will pay the remainder of the cost.

The Company shall pay in respect to the cost of the Dental Plan an amount up to: Single coverage-\$7.50, and \$15.50 per month for Family coverage.

Dental Plan

Effective January 1, 1985, and in view of the forthcoming premium increases and Plan improvements, the following will apply:

a) Employees having mingle coverage will contribute \$1.10 per month and employees having married or family coverage will contribute \$3.85 per month. The Company will then pay the balance and any future increase in premiums for the Dental Care Plan during the term of this agreement.

***b) Effective May 1, 1994, the Dental Care plan will be upgraded to provide coverage based on the 1993 O.D.A. Schedule. Effective May 1, 1995, the Dental Care Plan will be upgraded to provide coverage based on the 1994 O.D.A. Schedule. Effective May 1, 1996, the Dental Care Plan will be upgraded to provide coverage based on the 1995 O.D.A. Schedule. Effective May 1, 1997, the Dental Care Plan will be upgraded to provide coverage based on the 1996 O.D.A. Schedule.

c) Effective January 1, 1985, the following improvement in the Plan provisions will be implemented:

- Module #1 - Percentage payable will be increased to 100%.

Medical Certification

The Company will compensate 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, if such a certificate is required by the Company to support an employee's claim for benefits pursuant to the Weekly Indemnity Plan or the Long Term Disability Plan. Payment will be initiated upon the production of a formal receipt from the attending physician.

ARTICLE 24 - PENSION

The Company agrees that the Pension Plan as amended, will remain in effect during the term of this Agreement.

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.

*** Both parties accept the modifications included in the Memorandum of Agreement dated October 6, 1993 reached between Domtar Inc., C.E.P. of Canada and its local Unions pertaining to the Domtar Pension Plan for Unionized employees.

ARTICLE 25 - NON-DISCRIMINATION CLAUSE

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

*****ARTICLE 26
DOMTAR INDUSTRIAL CONVERSION
AND ADJUSTMENT PLAN
(DICAP)**

Local 528 of The Communications, Energy and Paperworkers Union is a participant in the DICAP and agrees to be bound by the terms of the Plan and the administration of the Plan by the Joint Committee.

ARTICLE 27 - TERM OF AGREEMENT

*****27:01** This Agreement shall be in effect from the ~~first day of May, 1993~~ to and including the ~~thirtieth day of April, 1998~~ and shall continue ~~from year to year thereafter unless cancelled or amended by either party by giving ninety (90) days notice in writing within the ninety (90) days prior to May first. Wage rates agreed upon shall remain in effect throughout the life of this Agreement, unless changed by mutual consent of the signatory parties.~~

It is understood that the wages outlined below re based on a 5-year Closed Agreement:

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

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

27:02 It is agreed that the terms affecting wage rates and working conditions as set forth in the Memorandum of Agreement between the Union and the Company covering renegotiation discussions signed in Thunder Bay, Ontario on May 18, 1994 will form part of this Agreement.

ARTICLE 28 - CONTRACTING OUT

The Company will not contract out repair and maintenance work which is regularly performed by the repair crew for which the mill is equipped, for which crews are available and which employees are capable of doing. The Company will advise the Unions of its intention to contract out prior to the final Agreement being reached with a contractor.

ARTICLE 29 - GENERAL PROVISIONS

29:01 Jurisdiction

The Company will not be asked to act upon matters regarding jurisdiction between the Unions having recognized locals in the mill. All such matters will be decided by the Unions themselves.

29:02 Salaried supervisors and salaried foremen shall not perform work which belongs to the bargaining unit except in emergencies and for the purpose of instructing new employees. The Company is in agreement with the Unions that the operator should be kept informed as to what and why the supervisor is helping out when there are problems with equipment or process.

29:03 Apprenticeship Plan

A Mechanical Trades Apprenticeship Plan is agreed as per Appendix "E" attached.

29:04 Metrification

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.

ARTICLE 30 - WILL RULES

30:01 It is understood and agreed that all rules, regulations and instructions, of the Company, as published under the title of "Mill Rules, Safety Rules, Instructions in Case of Fire", which do not conflict with the provisions of this Agreement or with the Federal or Provincial laws, are affirmed and may continue in force and effect during the life of this Agreement or any extension thereof.

30:02 a) The Company and the Union shall cooperate in the prevention of accidents and shall promote measures necessary to ensure the maximum safety and health of all employees.

b) The Company will work out locally with the Unions details of ensuring safety for employees working alone.

c) A Committee to be established immediately following negotiations made up of one member from each Local Union and appropriate Company representatives to study heat, cold and noise problems throughout the mill.

30:03 The Company agrees to review with the Union, any new Mill or Safety Rules or any change to the present Mill or Safety Rules. This review shall be for the purpose of information and to give the Union an opportunity to make representation.

30:04 The degree of discipline imposed on an employee as a result of a breach of a Mill Rule, or of a Safety Rule, but not the Rule, may be subject of a grievance.

Parties agree to revise the structure of work rules, Safety Rules and conduct rules. All work rules will be placed in the body of the Agreement and will form part of the Agreement. All Safety Rules and conduct rules will be incorporated in an appendix to the Agreement.

DATED AND SIGNED AT RED ROCK, ONTARIO THIS

7TH DATE OF MARCH, 1995.

**DONTAR PACKAGING
RED ROCK, ONTARIO**

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

**THE COMMUNICATIONS,
ENERGY AND PAPERWORKERS
UNION AND ITS LOCAL 520**

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

APPENDIX "A"

GROUNDWOOD	WAGE CLASSIFICATIONS AND WAGE RATES				
	POS. No.	CL.	MAY 1. 1993	MAY 1. 1994	MAY 1. 1995
Working Foreman	025	16	21.87	22.09	22.42
R.S.C. & Deckerman	027	8	19.64	20.045	20.345
Grinder Operator	026	5	18.92		
Magazine Loader	028	2	18.65		
Labourer	029		18.05		
Inst. Mech. Work. Foreman	784		24.99	25.24	25.62
Instrument Mechanic	780		23.72	23.96	24.32
Improver (42 Months)	776		22.55	22.78	23.12
Improver (36 Months)	775		22.00	22.22	22.55
Improver (30 Months)	774		21.53	21.75	22.08
Improver (24 Months)	773		20.86	21.07	21.39
Helper (18 Months)	772		20.27	20.47	20.78
Helper (12 Months)	771		19.63	19.83	20.13
Helper (6 Months)	770		19.07	19.26	19.55
Probationer (2nd 3 Months)	769		18.43	18.61	18.89
Probationer (1st 3 Months)	768		18.05	18.235	18.505
Labourer	767		18.05	18.23	18.50

*Journeyman Instrument Mechanics and above shall receive adjustment of thirty-five (35) cents per hour upon having successfully completed an approved Electronics Course. This adjustment may come in two parts: fifteen (15) cents upon successfully completing the first half and twenty (20) cents upon completing the second half of the approved course.

<u>MECHANICAL</u>	<u>POS. CL.</u>	<u>MAY 1.</u>	<u>MAY 1.</u>	<u>MAY 1.</u>
	<u>NO.</u>		<u>1994</u>	<u>1995</u>
Millwright	455	24.50		
Work. Foreman				
Millwright	322	24.50	24.75	25.12
Work. Foreman				
Machinist	321	24.50		
Work. Foreman				
Carpenter	565	24.50	24.75	25.12
Work. Foreman				
Motor Mech.	381	24.50	24.75	25.12
Work Foreman				
Pipefitter	506	24.50	24.75	25.12
Work. Foreman				
Welder	361	24.50		
Work. Foreman				
Paper Mach.	387	23.89	24.13	24.49
Millwright				
Pulp Mill	388	23.82	24.06	24.42
Millwright				
Groundwood	389	23.71	22.47	23.71
Millwright				
Swing	390	23.71		
Millwright				
Shift	394	23.82	24.56	24.93
Millwright				
Head Oiler	625	23.71		
Paper Mach.	635 9	19.845	20.045	20.345
Oiler				
Pulp Mill	631 7	19.40		
Oiler				
Permanent Rlf.				
Oiler	635	19.845		
Concrete	545	19.09		
Finishing				
Jackhammer	561	18.155	18.335	18.615

Operator					
Tool Crib Attendant	646	3	18.455	18.635	18.915
tool Crib Repairman	650		19.31		
Labourer (Clean-up)	640		18.05		
Fire Inspector	641	8	19.64		

MECHANICAL TRADES: Blacksmith - Boilermaker, Carpenter - Carpenter (Sawfiler) - Machinist - Mason Bricklayer - Millwright - Motor Mechanic - Millwright - Pipefitter - Plumber/Pipefitter - Roll Grinder - tinsmith - Welder.

	<u>POS. CL. NO.</u>	<u>MAY 1. 1991</u>	<u>MAY 1. 1994</u>	<u>MAY 1. 1995</u>
Journeyman			23.95	24.31
Improver (42 Months)		22.55	22.78	23.12
Improver (36 Months)		22.00	22.22	22.55
Improver (30 Months)		21.53	21.75	22.08
Improver (24 Months)		20.86	21.07	21.39
Helper (10 Months)		20.27	20.47	20.78
Helper (12 Months)		19.63	19.83	20.13
Helper (6 Months)		19.07	19.26	19.55
Probation 0 Months		18.43	18.61	18.89
Probationer		18.05	18.235	18.505

APPRENTICE RATES: Machinist - Pipefitter - Motor Mechanic (H.D.) - Millwright - Welder - Carpenter - Tinsmith - Instrument Mechanic.

8th Period (42 Months)	22.55	22.78	23.12
7th Period (36 Months)	22.00	22.22	22.55
6th Period (30 Months)	21.53	21.75	22.08
5th Period (24 Months)	20.86	21.07	21.39
4th Period (18 Months)	20.27	20.47	20.78
3rd Period (12 Months)	19.63	19.83	20.13
2nd Period (6 Months)	19.07	19.26	19.55
1st Period (2nd 3 Months)	18.43	18.61	18.89
1st Period (1st 3 Months)	18.055	18.235	18.505

<u>PAINTERS</u>	<u>POS. CL.</u>	<u>MAY 1.</u>	<u>MAY 1.</u>	<u>MAY 1.</u>
	<u>NO.</u>	<u>1993</u>	<u>1994</u>	<u>1995</u>
*Head	595	23.50	23.74	24.10
Painter				
Painter	590	22.85		
Journeyman				
Painter JRM	589	21.29		
(30 Months)				
Painter JRM	588	20.80		
(24 Months)				
Painter JRM	587	20.18		
(18 Months)				
Painter	586	19.58		
Improver				
(12 Months)				
Painter	585	18.97		
Improver				
(6 Months)				
Painter	583	18.36		
Helper				
(2nd 3 Months)				
Painter	582	18.05		
Helper				
(1st 3 Months)				

*When the regular Head Painter is absent due to Holidays, Vacation, Sickness etc. this rate is payable only to a Journeyman Painter and only when there is at least one other painter at work.

(Painters will receive nine (9) cents per hour above their regular rate when spray painting.)

<u>PERSONNEL</u>	<u>POS. NO.</u>	<u>CL.</u>	<u>MAY 1, 1993</u>	<u>MAY 1, 1994</u>	<u>MAY 1, 1995</u>
Mill Janitor	860	1	18.055	18.235	18.505

PULP MILL

	<u>POS. NO.</u>	<u>CL.</u>	<u>MAY 1, 1993</u>	<u>MAY 1, 1994</u>	<u>MAY 1, 1995</u>
Relief Foreman	035	23	24.125	24.365	24.735
Cook	036	17	22.490	23.370	23.720
Pulping Operator	037	13	21.250	21.460	21.780
1st Pulping Assistant	034	9	19.845	20.045	20.345
2nd Pulping Assistant	038	8	19.640		
Cook's 1st Helper	045	4	18.680	18.870	19.150
Cook's 2nd Helper	046	2	18.250		
Recaust. Operator	031	14	21.250	21.460	21.780
Recaust. Assistant	032	6	19.150	19.340	19.630
Bleach Plant Operator	042	13	20.965		
Payloader Operator	049		18.265		
Trucker					
Utility Man	050	3	18.475		
Labourer (Spareman)	048	1	18.055	18.235	18.505
Lime Kiln) Rebricking) Helper)	330		1.07	19.26	19.55

STORES

Receiving Clerk A	830	7	19.400	19.590	19.880
Receiving Clerk B	829	6	19.150	19.340	19.630
Head Floorman	835	7	19.400	19.590	19.880
Floorman	840	3	18.475	18.655	18.935
Labourer	845		18.055		

TECHNICAL SERVICES

E. T. P.	759	9	19.845	20.045	20.345
Pulp Tester	757	5	18.920		
Labourer	754		18.055	18.235	18.505

WOODHANDLING

Woodroom Foreman	005	14	21.250		
Hough Operator	012	8	19.640		
Pettibone Operator	001	8	19.640		
C. P. E. Operator	003	8	19.640	19.840	20.140
Slasher Operator	004	4	18.680		
Barking Drum Operator	015	3	18.475		
Chipper Feeder	010	4	18.680		
Chip Unloader	022	4	18.680	18.870	19.150
Conveyorman	014	2	18.250		
Sorter-Butter	017	2	18.250		
Labourer	019	1	18.055		

YARD

Track & Yard Foreman	807	12	20.685	20.895	21.205
Sub-Foreman (Track)	805	7	19.400	19.590	19.880
Switchman	809	6	19.150	19.340	19.630
Trackman	810	3	18.475	18.230	18.500
Truck Driver	843	4	18.680	18.870	19.150
Truck Driver Helper	846	1	18.055		
Labourer	812	1	18.055	18.235	18.505
Dempster-Dumpster Truck Driver	758	6	19.150	19.340	19.630
Heavy Equip Operator	002	8	19.640	19.840	20.140
Payloader Operator	e49	4	18.680	18.870	19.150
Express Truck Driver	842	5	18.920	18.110	19.400
Yard Checker	806	5	18.920	19.840	20.140
Craneman	881	14	21.250	21.460	21.780
Mobile (Class A)					

OFFICE

Office Caretaker	858	2	18.250	18.430	18.710
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APPENDIX "B"

JOB CLASSIFICATION PLAN

It is agreed that all jobs under the jurisdiction of the Canadian Paperworkers Union, except jobs in the mechanical trades and related occupations, and/or jobs properly covered by the Papermakers' Wage Scale, clerical jobs and supervisory jobs, will be classified using the Pulp and Paper Manufacturers Job Classification Plan, Explanatory Booklet dated June 1, 1974, as amended.

IMPLEMENTATION

1. The Job Classification Plan is the basis for determining the job class applicable to any existing jobs, and newly-created jobs or any jobs which have changed.
2. The Wage Rate Structure established for the various job classifications is set forth in the "Schedule of Wage Rates", which forms part of this Agreement.
- 3.a) In the event that new jobs are created or significant changes occur in existing jobs, the employee or employer may request through the Mill Committee, the preparation of a new job description for submission to the Joint Classification Committee for evaluation.
- b) The Joint Classification Committee will evaluate the job and inform the Mill Committee of the applicable job class.
- c) In the event that agreement on the evaluation cannot be reached by the Joint Committee, the question shall be referred for final resolution to the Senior Committee.

d) The incumbent of a job will receive the rate applicable to the job class, determined as outlined above. An upward rate adjustment, if applicable, will be effective from the date the new job was created or the date that a revised job description was requested pursuant to 3(a). A downward rate adjustment, if applicable, will be effective from the beginning of the next weekly pay period following notification to the Hill Committee by the Joint Classification Committee.

4. The Job Classification Plan will be implemented and upward adjustment will be effective on November 1, 1980.

5. Upon initial implementation of the Job Classification Plan where the evaluation resulted in a rate lower than that in effect prior to the dates applicable in 4 above, the rate will be maintained as a "Red Circle" rate and will be applicable only to the incumbent on that date and employees who were used as initial replacements during the twelve-month period prior to the date of implementation of the Plan.

Employees hired, transferred, or posted to another department after the dates referred to in 4 above will receive the class rate of the occupation they are hired for, transferred to, or accept through job posting. Red circles will disappear with attrition and promotion.

6. General increases will apply to all occupations.

7. Adjustments to the scale will not apply to employees whose rates are red-circled except in the case where the difference between the "red-circled" rate and the "class" rate is less than the total adjustment. In such a case, the difference will be applied and the "Red Circle" will be discontinued.

8. The Mill Committee will meet as required.

9. The Joint Classification Committee will meet as required.

10. As a condition of continued participation in the plan by Domtar Packaging, and in consideration of the Company's agreement to adhere to the general principles of the Job Classification Plan, the Union agrees that it will not cause or be party to the modification of any essential element of a Job Classification Plan in any other Pulp and Paper Company in the Eastern Canadian industry to which the Union is a party, unless such modification is agreed to by all participating companies.

11. On the principle that, in implementing the Job Evaluation Plan, no employee will receive less favourable treatment on any job than he did at any time prior to November 1, 1980, the following will apply:

If movement occurs downwards through lines of progression because of curtailment, individuals affected will revert to the rates they formerly enjoyed on the lower jobs to which they are transferred or the evaluated rate for the job at that particular time, whichever is the higher. Conversely, in the case of reverting to a higher level of operation, when individuals move back up through their lines of progression they will be paid the rates they formerly enjoyed on the higher jobs to which they are transferred, or the evaluated rate for the job at that particular time, whichever is the higher.

APPENDIX "B"

JOB CLASSIFICATION PLAN SCALE

Class	MAY 1. 1993	MAY 1. 1994	MAY 1. 1995
1	18.055	18.240	18.515
2	18.250	18.435	18.715
3	18.475	18.660	18.940
4	18.680	18.870	19.155
5	18.920	19.110	19.400
6	19.150	19.345	19.635
7	19.400	19.595	19.890
8	19.640	19.840	20.140
9	19.845	20.045	20.350
10	20.145	20.350	20.655
11	20.430	20.635	20.945
12	20.685	20.895	21.210
13	20.965	21.175	21.495
14	21.250	21.465	21.790
15	21.520	21.735	22.065
16	21. E70	22.090	22.425
17	22.175	22.400	22.740
18	22.490	22.715	23.060
19	22.820	23.050	23.400
20	23.140	23.375	23.730
21	23.485	23.720	24.080
22	23.795	24.035	24.400
23	24.120	24.365	24.730
24	24.460	24.705	25.080
25	24.790	25.040	25.420
26	25.100	25.355	25.735
27	25.450	25.705	26.095
28	25.760	26.020	26.410
29	26.090	26.355	26.750
30	26.425	26.690	27.090
31	26.730	27.000	27.405

APPENDIX "C"
EXHIBIT 1

AUTHORIZATION FOR DEDUCTION OF UNION DUES

TO: DOMTAR PACKAGING/CONTAINERBOARD
DIVISION

I _____ Payroll
No. _____ hereby request you to deduct
at the end of fifteen (15) days' employment, the
established initiation fee and monthly dues and
each month thereafter, from the wages payable to
me and to pay Local 528 of the Canadian Paper
Workers Union the monthly amount established
from time to time for regular monthly Union mem-
bership dues in accordance with Article 3 of the
Labour Agreement between the Company and the
Union; the established initiation fee, and monthly
dues thereafter shall be remitted once a month to
the duly designated official of the above local.

This authorization shall remain in full force and
effect and be irrevocable for the duration of the
current contract year, unless I cease to be an
employee in the jurisdiction of the above Local,
in which case I shall have the right to revoke it
by signing and delivering to the Company in dupli-
cate the form provided for the purpose.

As long as the labour Agreement between the Com-
pany and the Union provides for deduction of Union
dues, this authorization shall be automatically
renewed from the end of one contract year to the
end of the next, unless the Company receives at
least one (1) month before the end of the current
or any subsequent contract year, written notice in
duplicate on the form provided for the purpose,
that I do not intend to renew this authorisation.

This authorization is subject to the provisions of
any applicable Federal or Provincial law.

DATE: _____
WITNESS: _____
SIGNATURE: _____

APPENDIX "C"

EXHIBIT 2

**REVOCATION OF AUTHORIZATION
FOR DEDUCTION OF UNION DUES**

I hereby revoke my authorization to you to deduct Union dues from my wages. I have ceased to be an employee in the jurisdiction of Local 528 of the Canadian Paperworkers Union.

DATE: _____ PAYROLL NO. _____
NAME: _____
SIGNATURE: _____
FOR THE UNION: _____

APPENDIX "C"

EXHIBIT 3

**NOTICE OF INTENTION NOT TO RENEW
AUTHORIZATION FOR DEDUCTION OF UNION DUES**

I hereby give you notice that I do not intend to renew my authorization for deduction of Union dues at the end of the current contract year.

DATE: _____ SIGNED: _____
NAME: _____ WITNESS: _____
PAYROLL NO. _____

APPENDIX "D"

LETTER OF UNDERSTANDING

between

DONTAR PACKAGING
CONTAINERBOARD DIVISION
RED ROCK MILL

and

CANADIAN PAPERWORKERS UNION, Local 528
CANADIAN PAPERWORKERS UNION, Local 255
INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS, Local 2041
INTERNATIONAL UNION OF OPERATING
ENGINEERS, Local 865

M1 EMPLOYEES ABSENT ON UNION BUSINESS

The Company will pay employees absent on Union business for time missed with the Company to be reimbursed by the Local Union. All benefits will be continued with the employee making the contribution normally required of him.

These arrangements are made subject to the following:

1. Leave of absence covered by these arrangements are confined to short-term absences on Union business related to the Company: e.g. Union conventions, pro-negotiation conferences, negotiation, Union seminars, etc.
2. Requests for leave of absence are to be in writing and indicate the purpose.
3. Upon return to work the Local Union will submit a statement showing the name or names, hours missed multiplied by the hourly rate. Payment will then be included with the next pay and the local Union will be invoiced for the amount reported.

4. Time absent under these arrangements will be counted as time worked in recording Company service.

Dated and signed October 1, 1973.

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APPENDIX "E"

TRADES APPRENTICESHIP

1. APPRENTICESHIP ADVISORY C-----

The Apprenticeship Advisory Committee will consist of three members of Local 528, and three company representatives.

This Committee will deal with such things as: checking on course coverage, progress of apprentices and solving of problems that may arise.

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

Once the Advisory Committee has made this recommendation and selection, each union local will be advised of the decision of the Committee.

The Committee is to meet regularly at not more than six-month intervals and in any event, when an apprentice moves from one half-period to another.

2. REQUIREMENTS

The main factors or criteria used when apprentices are being selected are: (A) Seniority; (B) Education Qualifications; (C) Aptitude; (D) Performance; (E) Physical Capabilities.

A) SENIORITY

Among otherwise qualified applicants, tradespersons or trades apprentices with Mechanical or Instrument Department seniority will be given preference.

Applicants with Mill Seniority will next be given preference among applicants of equal qualifications.

B) EDUCATION

Applicants for apprenticeship must have a Secondary School Graduation diploma as a minimum requirement Grade 12.

A graduate who has successfully completed a Post-High School course at a College of applied Arts and Technology or similar institution in the Instrument trade will be given preference.

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

C) APTITUDE

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

An applicant who has not achieved 70% on his first test will be permitted to be retested one more time only, provided that 12 months have elapsed between tests. The restriction on rewriting the test will be waived for employees who have satisfactorily completed upgrading courses acceptable to the Apprenticeship Advisory Committee. These employees will be permitted an additional opportunity to take the qualifying aptitude test.

D) PERFORMANCE

The last two years' performance of the applicants who have worked elsewhere in the Mill will be considered. Those whose performances are Excellent, Very Good, or Good will receive consideration. Poor performance will eliminate the applicant from being considered.

E) PHYSICAL CAPABILITIES

Physical capabilities have to be considered among the applicants for example if an applicant has a fear of heights he cannot be considered for a position that requires him to work at heights. If a person has a back problem he could not be considered for a position that requires heavy lifting.

3. TERM OF APPRENTICESHIP

a) The term of apprenticeship for Machinists, Pipefitters, Millwrights, Heavy Equipment Mechanics, Welders, Carpenters, Tinsmiths and Instrument Mechanic shall be four (4) periods of 2,000 hours each, except as amended by Regulations.

b) Upon successful completion of his apprenticeship, subject to 7 d) the graduate apprentice shall be classified as an "A" Journeyman.

4. TRADE SCHOOL ATTENDANCE

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

a) While the apprentice is receiving a weekly Training Allowance from the Provincial Department of Labour or the Federal Manpower Office and he is attending school, the Company will supplement this allowance to provide the apprentice with a total weekly income equal to forty (40) times his regular hourly rate of pay.

b) Payment of supplementary pay will be made on regular pay days. To receive this pay, the apprentice must maintain satisfactory attendance and performance records at school during his training course.

c) Living Allowance

For those apprentices who must live away from home to attend a government trade school, the Company will provide a living allowance supplement of \$200.00 per week less any comparable allowance from any government agencies. Should this supplement result in reduction of the government allowance the supplement will be reduced.

The Company will provide travel allowance of fifteen cents (\$0.15) per kilometer for travel necessary to attend Trade School (one Round Trip).

d) An apprentice's entitlement to Vacation with Pay, Statutory Holiday Pay, Weekly Indemnity or Bereavement Leave will not be affected by his attendance at Trade School, nor will his participation in any of the employee benefits plane by which he is covered. Permission of the school authorities must be obtained for all absences.

5. LOSS OF WORKING TIME

An apprentice may lose up to a maximum of five (5) scheduled working days due to sickness or accident during any six (6)-month period of apprenticeship, without having to serve additional time. Extension of the term of apprenticeship will be considered by the Apprenticeship Advisory Committee in the event that an apprentice loses more than fifty (50) working days. Any lost time over fifty (50) days may be allowed if the Apprenticeship Advisory Committee agrees that the employee is absent with a bonafide reason and his absence has not detracted from his progress as an apprentice.

6. COURSES

Apprentices may be required to complete an I. C. S. Course, or some similar approved course, while serving his apprenticeship. Upon successful completion of such course, he shall be reimbursed the full cost to him, if any, of the course.

7. ADVANCEMENT

a) The first three (3) months shall be considered entirely a probationary period and his continuance as an apprentice depends upon ability, progress and attitude, as demonstrated during this trial period.

b) To be eligible for advancement at the end of any six-month period, an apprentice must have completed his shop work to the satisfaction of the shop management, his technical training to the satisfaction of the trade school, or, in the case of a correspondence or similar course, he must have completed an acceptable number of lesson assignments and have satisfactory grades on those completed.

c) An apprentice who does not qualify for advancement at the end of any six (6)-month period, shall be considered as re-entering upon a trial period, and shall be notified as to the nature of his unsatisfactory work by his supervisor. If he does not qualify, after three (3) additional months, he shall be dropped from the apprenticeship course.

d) The Company does not guarantee employment upon completion of apprenticeship in their trade.

8. WORKING CONDITIONS

a) The Company will endeavor to supply as complete training as possible to apprentices in the trade. The Company will discuss the schedules of training for apprentices with the Apprenticeship Advisory Committee.

b) When a special job comes up, the apprentices will be given an Opportunity to work wherever possible with the crew on the job.

c) In general, an apprentice will not be asked to work on shift except in exceptional cases. Even then he will not be left on the job alone: a Journeyman will work with him.

d) During the last year of apprenticeship, the apprentice will periodically be assigned jobs on his own.

9. WAGES

Apprentices will merit rate every six (6) months except in the first period and this progression shall take place on the first of the month nearest the anniversary date.

Effective May 1, 1990

1st Period (1st 3 months)	16.22	No Change
(2nd 3 months)	16.56	No Change
2nd Period (6 months)	17.03	*17.13 (.10)
3rd Period (6 months)	17.44	*17.64 (.10)
4th Period (6 months)	17.91	*18.21 (.10)
5th Period (6 months)	18.34	*18.74 (.10)
6th Period (6 months)	18.84	*19.34 (.10)
7th Period (6 months)	19.27	*19.77
8th Period (6 months)	19.76	*20.26

*Effective date of ratification increase adjustment (.50) for Mutual Help.

Whenever there is a change in the base rate and/or the Journeyman "A" rate the apprenticeship wage structure will be updated to reflect such changes.

*** Trades Replacement - 50 cents to be paid to tradesmen when qualified as determined by the Joint Trades Committee.

10. ACQUISITION OF TOOLS

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

DENTAL PLAN

In behalf of each covered individual of your family, this benefit will pay a percentage of the eligible Dental Expenses incurred during the year.

ELIGIBLE EXPENSES

**Eligible expenses under this plan are expenses for dental treatment recommended as necessary by a

)

Preventive Therapy:

- a) Prophylaxis (cleaning and scaling of teeth) once every 6 months. This treatment is eligible if performed by a Dentist, or a Dental Hygienist under the direct supervision of a Dentist.
- b) Topical anti-cariogenic applications, once every 6 months. This treatment is eligible if performed by a Dentist, or a Dental Hygienist under the direct supervision of a Dentist.
- c) Space maintainers: when placed primarily to maintain space and not for orthodontic purposes, and provision of habit breaking appliances.
- d) Injections of antibiotic drugs by the attending Dentist.

Oral Surgery:

Extractions and other surgical procedures normally performed by a Dentist or a specialist, including the administration of medication to induce conscious sedation or general anaesthesia and pre and post-operative care.

Minor Restorative Dentistry:

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

Repairs:

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

Endodontics:

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

Periodontics:

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

MODULE 2

Percentage payable = 50%

Only those treatments listed below are eligible:

- a) Crowns and inlays, including gold and porcelain veneer fillings where other material is not suitable.
- b) The creation of an appliance (fixed bridgework, removable partial or complete dentures).
- c) The replacement of an existing appliance (fixed bridgework, removable partial or complete dentures) only under the circumstances set out below:
 1. If the existing appliance is at least three (3) years old and cannot be made serviceable.
 2. If the existing appliance is temporary and is replaced with a permanent bridge or denture and takes place within 12 months of when the temporary appliance was installed.
 3. If necessitated by the extraction of an additional natural tooth while insured under this Policy.
- d) Services of a licensed Denturist when practicing within the scope of his licence.

MODULE 3

Percentage payable = 50%

The only treatment eligible is necessary dental treatment which has as its objective the correction of malocclusion of the teeth. The maximum lifetime benefit is \$1,000 per individual.

EXCEPTION AND LIMITATIONS

No payment will be made for dental expenses resulting from:

a) Intentional self-inflicted injuries or illness while sane or self-inflicted injuries or illness while insane.

b) Any disability for which the insured person is entitled to indemnity or compensation under any Worker's Compensation Act.

c) Charges levied by a dentist for his time spent travelling, broken appointments, his transportation costs or for advice given by him by telephone or other means of telecommunication, for examination in connection with pre-employment, obtaining a visa, admission to camps, etc.

d) Cosmetic surgery or treatment, when so classified by ManuLife Financial Services unless such surgery or treatment is for accidental injuries and commenced within 90 days of an accident.

e) Injury resulting directly or indirectly from insurrection, war, service in the armed forces of any country or participation in a riot.

f) Services or treatments payable by a government under any government plan providing health benefits, or services or treatments insurable only by a government under any government plan of insurance.

g) Dental treatment received from a dental or medical department maintained by an employer, an association, or a labour union.

h) The replacement of an existing appliance (fixed bridgework, removable partial or complete dentures) which have been lost, mislaid or stolen.

CLAIMS PROCEDURE

Prior to visiting your dentist, obtain a claim form from your personnel office and complete the Insured's Statement on this form.

After treatment is completed, have the dentist complete the claim form which should then be returned to your benefits administrator for forwarding to ManuLife Financial Services for payment consideration.

The completed claim form must be given to ManuLife Financial Services not later than the end of the calendar year following the year in which the expense was incurred.

Payment of any claim will be made to you unless you have previously authorized payment to a person rendering services, treatments or supplies.

All claim payments will be sent to your benefits administrator for delivery to you.

PRE-DETERMINATION OF BENEFITS

When the dentist recommends a course of treatment which is expected to exceed \$300, Manulife Financial Services strongly recommends that a Treatment Plan be filed prior to the commencement of the Dental treatments.

Send your Treatment Plan to your benefits administrator for forwarding to Manulife Financial Services who will review it and advise the extent of Manulife's liability under the Dental Plan, thereby avoiding any misunderstanding as to the extent of the plan coverage. This gives you and your dentist an opportunity to discuss the charges that he will make for the services and what you will be required to pay as your portion of the cost.

A Treatment Plan is a plan of dental treatment including x-rays showing the patient's dental needs, a written description of the proposed treatment necessary in the professional judgement of the dentist and the cost of the proposed treatment.

The dentist can outline your Treatment Plan on your claim form or in another format if he prefers.

TERMINATION OF INSURANCE

Your dental insurance terminates when you terminate your employment.

No benefits are payable for expenses incurred after the date the insurance terminates, even if a Treatment Plan has been filed and benefits have been determined by Manulife Financial Services prior to the date the insurance terminates, except under the following conditions:

a) Where an impression for a denture has been taken before the insurance terminates and the denture is installed after the insurance terminates, dental expenses in connection with this procedure, and incurred within 30 days after the termination of insurance are eligible.

b) In the event of termination of insurance due to your death, dental expenses incurred on behalf of your dependents and rendered within 90 days following your death are eligible provided the series of planned dental services had begun or definite dental appointments were made while you were living.

Co-ordination of Benefits:

If an insured employee is covered by more than one plan providing the reimbursement of dental expenses, these plans will be co-ordinated so that payments from all sources will not exceed 100% of the actual expenses incurred, without exceeding the amount indicated under the schedule of fees.

APPENDIX "G"

LINES OF PROGRESSION

The following lines of progression are hereby affirmed:

TECHNICAL SERVICES

E.T.P. Operator

Pulp Teeter

Relief Pulp Tester

STORES

Receiving Clerk "A"

Head Floorman

Receiving Clerk "B"

Floorman

Labourer*

*The classification of Labourer will not necessarily be covered during temporary absences.

GROUNDWOOD

Working Foreman

Refining, Cleaning, Screen & Deckerman

Grinder Operator

Magazine Loader

WOODHANDLING

WOODHANDLING FOREMAN

SLASHER OPERATOR	HOUGH OPERATOR
CHIPPER FEEDER	PETTIBONE OPERATOR
BARKING DRUM OPERATOR	C. P. E. OPERATOR

CHIP UNLOADER

SORTER-BUTTER

LABOURER

YARD

TRACK & YARD FOREMAN

CRANEMAN

LOCOMOTIVE ENGINEER	HEAVY EQUIPMENT OPERATOR
SWITCHMAN	DUMPSTER-DUMPSTER TRUCK DRIVER
YARD CHECKER	EXPRESS TRUCK DRIVER
	TRUCK DRIVER
	UNLOADER OPERATOR
	TRUCK DRIVER HELPER
	LABOURER (RELIEF SWITCHMAN)

SUB-FOREMAN (TRACK)

TRACKMAN

The senior Labourer (Relief Switchman) will relieve the Yard Checker. When a permanent vacancy occurs for Yard Checker, the vacancy shall be posted within the Yard Department.

PULP MILL

DIGESTER COOK	RECAUSTICIZING OPERATOR
PULPING OPERATOR	BLEACH PLANT OPERATOR
FIRST PULPING ASSISTANT	RECAUSTICIZING ASSISTANT
SECOND PULPING ASSISTANT	

DIGESTER FIRST
HELPER

DIGESTER SECOND
HELPER

SPAREMAN

RELIEF PULP TESTERS

*See Letter of Understanding, Appendix "H"
re Slushing During Shutdowns.

APPENDIX "H"

LETTER OF UNDERSTANDING

BETWEEN

**DOMTAR PACKAGING
CONTAINERBOARD DIVISION
RED ROCK MILL**

and

CANADIAN PAPERWORKERS UNION, Local 528

RE: SLUSHING DURING SHUTDOWNS

- i) The Company and the Union agree that slushing purchased pulp for #1 Paper Machine when the Bleach Plant is shut down shall be the responsibility of the Bleach Plant Operator and shown as such in his job description.
- ii) The Bleach Plant Operator will receive the Bleach Plant Operator's rate while slushing for #1 Paper Machine during a shutdown. Anyone assisting the Bleach Plant Operator will receive Spareman's rate.
- iii) Slushing for #1 Paper Machine or #2 Paper-Machine while the Bleach Plant is operating shall be considered in the spareman's job and shown in his job description.

*****NOTE: All Slushing to be a two (2) person operation.**

*****Resolve on the basis of the Company's verbal commitment of a conveyor belt and shrouding to be installed and that this will be a two (2) person operation until this installation is completed.**

Letter of Understanding
Re: Slushing During Shutdowns

DATED AND SIGNED AT RED ROCK, ONTARIO THIS
25th day of October, 1984.

DOMTAR PACKAGING
CONTAINERBOARD DIVISION
RED ROCK, ONTARIO

CANADIAN
PAPERWORKERS UNION
LOCAL 528

S. S. Hessian

R. Bergeron

T. N. Seagris

A. Jones

E. Benson

M. Pupeza

***From Memorandum Signed December 19, 1990.

APPENDIX "I"

LETTER OF UNDERSTANDING

BETWEEN

DOMTAR PACKAGING
CONTAINERBOARD DIVISION
RED ROCK MILL

and

CANADIAN PAPERWORKERS UNION, Local 528

RE: LIME KILN AND CAUSTIC OPERATION
DURING MILL HOLIDAYS

The Company and the Union agree that the Lime Kiln and Caustic shall maintain operation as required during all Mill Holiday shutdowns, including Christmas.

This arrangement is made subject to the following:

1. The Recausticizing Operator is required to work during all Holiday shutdowns and he shall operate all equipment as required and perform any duties to which he is assigned in his normal area of work.
2. The Recausticizing Operator shall be required to burn mud in the Kiln or run the Slaker but not both operations simultaneously. In the event both operations are required at the same time, a Recausticizing Assistant will be scheduled to work. A Recausticizing Assistant shall perform any duty to which he is assigned in his normal area of work.
3. The Oiler presently on Essential Services shall also be required to perform any duties to which he is assigned during a Mill Holiday shutdown, including Christmas.

4. Payment for work during a Mill Holiday shut-down is as follows,

Mill Holiday pay of eight (8) times his hourly rate plus time and one-half (1 1/2) his hourly rate for the hours worked. In addition, an employee who is obliged to work during a Mill Holiday or called in will receive paid time off at his hourly rate for the hours worked with a minimum of eight (8) hours.

5. In the event of an extended shutdown, a Reconstituting Operator shall be kept in the Reconstituting area for a period of one (1) week.

DATED AND SIGNED AT RED ROCK, ONTARIO THIS 25TH DAY OF OCTOBER, 1984.

**DOMTAR PACKAGING
CONTAINERBOARD DIVISION
RED ROCK, ONTARIO**

**CANADIAN
PAPERWORKERS UNION
LOCAL 528**

S. S. HESSIAN

R. BERGERON

N. SEAGRIS

A. JONES

E. BENSON

M. PUPEZA

APPENDIX "J"

LETTER OF UNDERSTANDING

BETWEEN

DOMTAR PACKAGING
CONTAINERBOARD DIVISION
RED ROCK MILL

and

CANADIAN PAPERWORKERS UNION, Local 528

RE: PULP MILL LINE OF PROGRESSION

The Company and the Union agree to adopt a new Line of Progression for the Pulp Mill (as per attached).

- i) Relief Pulp Testers will be trained to relieve in the Line of Progression but the position of Relief Pulp Tester shall continue to be excluded from the Line of Progression.
- ii) Except in unforeseeable circumstances employees will be trained two jobs ahead.
- iii) Three (3) members of Canadian Paperworkere Union, Local 528 will be granted Vacation at the same time if trained relief is available.
- iv) Vacations applied for by April 30 of each year will be approved on a seniority basis. Vacation applied for after April 30 will be on a first-come, first-served basis.

"APPENDIX K"

LETTER OF UNDERSTANDING

BETWEEN

**DOMTAR PACKAGING
CONTAINERBOARD DIVISION
RID ROCK**

AND

**CANADIAN PAPERWORKERS UNION
Local 255**

and

**CANADIAN PAPERWORKERS UNION
Local 528**

The above parties have met and agreed to the following procedure for staffing and movement of Labour Pool employees:

1. The existing Labour Pool will be separated and relief for regular crews of CPU Local 255 will be supplied by CPU Local 255 Labour Pool and likewise for CPU Local 528. It is understood that jurisdiction of the present Labour pool is retained by CPU Local 528, except for the employees affiliated to CPU Local 255 Labour Pool.
2. Initiation fees and union dues will be paid by the Labour Pool employees exclusively to the respective CPU Locals.
3. Job Postings
Apprenticeship - Mechanical and Instrument -
Appendix "E"

The Mechanical Trades Apprenticeship Procedure will provide the basis for selection, however, preference will be given to members of Local 528 having the necessary qualification, taking into consideration the jurisdictional seniority in respective locale, as determined by the Apprenticeship Committee.

Other Postings - All other job postings under the jurisdiction of CPU Local 255 or 528 will be filled by the most senior qualified employee within the respective jurisdiction. If there is no qualified applicant in the respective jurisdiction as per Article 11.03, then mill-wide posting will apply.

4. Temporary Lay-off

In the event of a temporary lay-off in either local, and work is available, the most senior employee in the respective local will be retained as required for work in that local's Labour Pool, providing he has had adequate training and has relatively equal qualifications to perform the job efficiently.

5. Permanent Lay-off

(Termination) In the event of a permanent lay-off in either CPU Local 528 or 255, the most senior employee being affected will have the opportunity to be assigned to a position in his respective Labour Pool, provided that he holds more departmental seniority than the junior man in that respective Labour Pool. The employee affected will then have the right to be assigned to a position in the other Labour Pool provided he holds more mill seniority than the junior man in that Labour Pool. (Mill Seniority shall be an employee's length of continuous service at the Red Rock Mill.)

6.a) Implementation

Within 40 calendar days of full approval of this document, all present Labour Pool employees except those who previously failed their probationary period in Local 255 will be canvassed in order of mill seniority by the Company and a Local 228 representative to determine the Labour Pool of their preference. Needs of the operation will determine the Company's ability to apply the employee's preference.

Future vacancies in either Labour Pool will be filled by persons who were affiliated to Local 228 or 255 and who had been terminated prior to hiring new employees.

b) Recall

When the local recall list is depleted, any employee on lay-off may be called to fill a job in either local. Once the assignment is finished he will return to his original recall list if needed.

7. Transfer

a) Employees who request a transfer from one local to another local will be the junior employee in the new local for work assignment or job postings. Mill seniority will be retained in temporary or permanent lay-off as provided in the Collective Agreements.

b) Following the 40-day trial period - a maximum of two transfers will be allowed. Further transfers will be reviewed by the signatory parties.

8. The existing Technical Service Department line of progression will be changed as follows for the purpose so as not to involve crossing of Union Jurisdiction:

CPU 255 Jurisdiction CPU 528 Jurisdiction

Refinerman
Assistant Refinerman
News Paper Inspector
Kraft Paper Inspector
News Wrapper

ETP Operator
Pulp Tester
Relief Pulp
Tester (These
employees to be
used, one (1) per
shift, as Sparemen
in the Pulp Mill
until required for
Pulp Tester.)

9. It is understood by all signatory parties that problems may arise which are not covered in this Agreement. Should this occur, all signatory parties involved will meet and discuss the problem so that a satisfactory solution can be reached.
10. a) This Letter of Understanding in no way alters, amends or modifies any of the provisions of the present Collective Agreements except for those items specifically addressed in this Letter of Understanding.
- b) It is understood that this movement of Labour Pool employees to the jurisdiction of CPU Local 255 from CPU Local 528 is to solve outstanding issues and in no way sets a precedent for the movement of employees.
- c) As a result of this signed Letter of Understanding by all parties involved, the CPU Local 528 grievance, dated January 19, 1983, is withdrawn, in so far as its application to any situation involving CPU Local 255 and 528 and I.U.O.E. Local 865 and Domtar Packaging, Containerboard Division, Red Rock, Ontario.
- d) If and when this Letter of Understanding is adopted by the respective memberships of CPU Locals 255 and 528, the CPU National Repre-

representative, Resident Manager and Personnel Superintendent at Domtar Packaging, Containerboard Division, Red Rock, Ontario, they must confirm these changes prior to implementation.

- e) If and when this Letter of Understanding is adopted by the respective parties, it will supercede any and all previous arrangements and understandings previously agreed to with respect to the Labour Pool and administration thereof.

The implementation of this Letter of Understanding will be for a trial period of 90 days and will continue if successful thereafter. A party may withdraw from said terms by providing 90 days written notice,

SIGNED AT RED ROCK, ONTARIO THIS 11th DAY OF MAY, 1984.

DOMTAR PACKAGING
CONTAINERBOARD DIVISION
RED ROCK MILL

S. S. HESSIAN

N. SEAGRIS

CANADIAN PAPERWORKERS
UNION
LOCAL 255

MILAN SPOLJARICH

TOM GORDON

NEIL CEDERWALL

ROBERT S. DUNVILLE

CANADIAN PAPERWORKERS
UNION
LOCAL 528

ROBERT BERGERON

ALLAN JONES

M. PUPEZA

TWELVE-HOUR SHIFT SCHEDULE
APPENDIX "L" C.P.U. 528

The Company and Unions have reviewed and agreed to the following procedures for a Twelve-Hour Shift Schedule as follows:

1. Implementation will not increase the Company's cost of operation.
2. It is understood that the Twelve-Hour schedule only applies to seven-day continuous Operation.
3. It is understood by both parties that problems may arise which are not covered in this Appendix. Should this occur, both parties will meet and discuss the problem so that a satisfactory solution can be reached.
4. Upon converting to the new schedule, no premiums shall be paid to any employee for the sole reason for transferring from one standard work week to another standard work week. In the case of reversion to the previous shift schedule, this same rule shall apply.
5. Floating Holidays will be shown as hours, not days. The employee will have the Option of taking four (4) Floater at twelve (12) hours' pay each or six (6) Floater at eight (8) hours' pay each at straight-time pay.
6. Jury duty will not be paid for days when an employee is not scheduled to work. Jury duty will be paid at the rate of twelve (12) hours of straight-time pay.
7. a) When death occurs to an employee's spouse or child the employee will be granted a leave of absence and will be paid for eight (8) hours at his regular straight-time rate for up to five (5) consecutive working days lost beginning with the date of death.

b) When death occurs to an employee's brother, sister, mother, father, mother-in-law, father-in-law, step-mother, step-father, step-brother, step-sister, grandmother, grandfather or grandchild, the employee will be granted a leave of absence and will be paid for eight (8) hours at his regular straight-time rate for up to three (3) consecutive scheduled working days lost beginning with the date of death.

8. Mill Holiday Pay will be eight (8) hours' pay at straight time.

9. Vacations will be on a work week basis only and pay for each week of vacation shall be 2.4% percent or 48 hours at straight-time pay, whichever is greater.

10. a) Overtime will not be paid until after twelve (12) hours work on any scheduled day of work.

b) Labour Pool employees shall receive overtime if they work past their scheduled quitting time for the job they are performing.

c) Labour Pool employees consecutive days of work shall be governed by 18:15 Local 528 and 18:14 Local 255 in the Collective Agreement.

d) It shall be the responsibility of the scheduling supervisors to ensure that relief employees (with 90 days probationary period completed) in their department receive eighty (80) hours per pay period, providing that work is available.

11. When a worker is required to be called in for relief purposes, the foreman will call any available qualified worker. If in future, this causes problems due to no workers being available, the Union and management will draw up a schedule designating workers who must remain available to be called in.

12. a) Hours of work shall be 7:00 A.M. to 7:00 P.M. and 7:00 P.M. to 7:00 A.M. Sunday shall be the period from 7:00 A.M. Sunday to 7:00 A.M. Monday.

All regular Sunday work will be paid at time and one-half. Employees called in on Sunday will receive double time after eight (8) hours of work.

b) It is understood that relief should not be earlier than fifteen (15) minutes before the hour.

c) Employees reporting to work late will lose pay in increments of fifteen (15) minutes.

d) The schedule will be - 2 days shifts 7:00 A. M. to 7:00 P.M. 24 hours off, 2 night shifts 7:00 P. M. to 7:00 A. M., 4 days off.

e) On all Statutory Holidays, the employee scheduled for shut down or start up will be responsible for either working the hours or making arrangements with his/her mate to work.

There shall be no premium pay involved. (Regular Pay Only).

13. The Pay Period shall begin and end at 7:00 A.M. Sunday.

14. Shift differential will be paid for the 7:00 P.M. to 7:00 A.M. shift.

15. Weekly Indemnity will be paid as at present: i.e. 70% of 40 or 42 hours' pay divided by 7 days to equal the daily rate. No more than twenty-four (24) hours of lost pay during waiting time.

16. a) Safety meetings to be held regularly and paid at straight time.

b) Training as needed will be mandatory and paid at regular time on an employee's working day, time and one-half on an employee's day off.

17. Wire changes for both paper machines will be as per Letter of Understanding RE: WIRE CHANGES.

18. This Appendix in no way altere, amends or modifies any of the provisions of the present Collective Agreements except for those items specifically addressed in the Appendix.

APPENDIX "M"

**LETTER OF UNDERSTANDING
BETWEEN
DOMTAR PACKAGING MILL
CONTAINERBOARD DIVISION**

AND

**CANADIAN PAPERWORKERS UNION
LOCAL 528**

RE: PHIL FINLAYSON

- 1) P. Finlayson will assume the duties of Maintenance Utility Man, which will also include the operation of the Mechanical Department's Boom Truck.
- 2) a) P. Finlayson's first responsibility will be the operation of a Maintenance Department Boom Truck during the hours of 8:00 A.M. to 4:00 P.M. Monday to Friday. When not required to operate the Mechanical Boom Truck during above hours, he will work as Maintenance Utility Man.

b) P. Finlayson will be replaced for regular scheduled Vacations, Floaters and sickness by a senior Yard Truck Driver. (current job rate of \$17.34/hr.) Monday to Friday 8:00 A.M. to 4:00 P.M. and will perform all tasks as per Item 1 above.
- 3) P. Finlayson, when working as Maintenance Utility Man, will perform all duties required by the Mechanical Department Supervisor that he is physically capable of performing.
- 4) The position of Maintenance Utility Man has been created only for P. Finlayson and will cease to exist when he leaves the employment of Domtar or no longer performs the duties of this position.

5) The Senior employee of the Yard Department will replace P. Finlayson as required. This procedure will cease to exist when P. Finlayson leaves the employment of Domtar, or no longer performs the duties of Maintenance Utility Man.

Signed at Thunder Bay, Ontario this 19th day of December, 1990.

Letter of Understanding Re: Phil Finlayson

DOMTAR PACKAGING
CONTAINERBOARD DIVISION
RED ROCK, ONTARIO

T. N. SEAGRIS

G. HODGINS

CANADIAN PAPERWORKERS UNION
LOCAL 528

ROBERT LAVALLEE

JAMES FOULDS

CLYDE RENDELL

GREG IMHOFF

APPENDIX "N"
LETTER OF UNDERSTANDING
BETWEEN
DOMTAR PACKAGING
RED ROCK MILL
AND
CANADIAN PAPERWORKERS UNION
LOCAL 528

RE: PERMANENT LAY-OFF OF EMPLOYEES BY SENIORITY

When permanent lay-off occurs the following principle will apply: Department Seniority keeps the employee in their Department and Mill Seniority keeps on employee in the Mill.

permanent lay-off is defined as 31 consecutive days or more.

Labour Pool - permanent lay-offs - refer to page 88 - Appendix K.

When a permanent employee is permanently laid off from their department, the employee may use their department seniority to bump any position not in a line of progression that they are qualified to perform.

If the employee elects not to bump within their own department then "C" will apply.

When a permanent employee is permanently laid off from their department, the employee may bump any bottom permanent position in any line of progression, in any department within their union jurisdiction. The employee must notify the Personnel Department within seven (7) days (weekends and holidays excluded) of where they will bump.

A permanent employee who is permanently laid off and does not bump into the bottom line of progression will remain in the Labour Pool.

- D. An employee who is to be laid off permanently from the Labour Pool may use their Mill Seniority to bump a bottom permanent position, or a trades position that they are qualified to perform
- E. If, after a permanent lay-off, a vacancy occurs in a department, those employees previously laid off from that department may use their original department seniority at time of lay-off, to return to that department.
- F. If the number of senior employees involved in a permanent lay-off exceeds the number of junior employees holding bottom jobs in the line of progression, the Company, if requested by the Union, will locate other job openings in jobs held by junior employees above the bottom jobs so as to assure continued employment for senior employees. Training will be given if necessary to the senior employees.

BASE JOBS

Defined as:

- entry into line of progression or department
- replaced by Labour Pool
- Minimal training

GROUNDWOOD

- Magazine Loader

MECHANICAL

- Permanent Relief Oiler
- Tool Crib Attendant
- labourer (Clean-up)
- Fire Inspector

PERSONNEL

- Mill Janitor

PULP MILL

- Spare Man
- Utility Man

STORES

- Labourer

TECHNICAL SERVICES

- Relief Pulp Tester

WOODHANDLING

- Labourer (Clean-up)

YARD

- Trackman
- Labourer (Relief Switchman)
- Office Caretaker

SIGNED AT RED ROCK, ONTARIO THIS 22ND DAY OF JANUARY, 1992.

LETTER OF UNDERSTANDING RE: PERMANENT LAY-OFF OF EMPLOYEES BY SENIORITY.

DOMTAR PACKAGING
RED ROCK MILL

CANADIAN PAPERWORK
LOCAL 528

U. SEAGRIS

JOHN CURRIE

W. SCOTT

JAMES FOULDS

G. HODGINS

ROBERT LAVALLEE

ANNEX "A"

TRADES

A) Mutual help - Day Workers

Tradesmen are normally assigned tasks that are related to their basic trade. However, employees of different trades that are organized as a crew (two tradesmen or more) to perform a specific task help each other while doing their respective work in order to reduce lost time incurred when tradesmen have to wait before and/or after performing tasks directly related to their trade.

With respect to the above-mentioned proposal, the Company proposes the following adjustments, effective on the first Sunday following the ratification of the Collective Agreement:

Tradesmen - Class A and above: \$0.50 per hour. The Apprenticeship Scale will be adjusted accordingly.

B) Flexibility - Tradespeople on shift

A tradesperson on shift working alone or on a crew performs any work for which he has abilities, regardless of his trade.

The primary task of tradespeople on shift is to deal with emergencies occurring during the shift and to perform the tasks scheduled by the department superintendent, regardless of the department in the mill.

A joint Committee will be established to determine what training is appropriate for shift tradesmen. The Company will provide the necessary training, so that the proposed changes will be implemented progressively and safely. Effective with the completion of the training program and the implementation of the

changes, tradesmen on shift will receive an adjustment of \$0.50 per hour over and above their job class.

C) No tradesman nor Trades apprentice with permanent status in the Maintenance Department on the date of ratification will be laid off during the life of this agreement as a result of the sole application of trades flexibility.

***D) This trades flexibility or mutual help applies only to Tradesmen who are members of C.E.P. Local 528.

E) Painters and Oilers - Trade Flex and Mutual Help does not apply.

ANNEX "B"
AGREEMENT COVERING MILL OPERATING DURING MILL
HOLIDAYS

- A) 1) Notwithstanding the provisions of the Collective Agreement, and especially the one included in Article 14, the Company reserves the right to keep its mill in operation during the statutory holidays of Canada Day, July 2nd and New Year's Day. The Company will provide the unions with a minimum of thirty (30) day's notice of its intent to operate on these holidays.

NOTE: New Year's Day is a scheduled twenty-four (24) hour shutdown (4 p.m. Dec. 31 to 4 p.m. Jan. 1st) with the extra eight (8) hours transferred to Christmas (8 a.m. to 4 p.m. Dec. 24).

- 1.1 When production is maintained during statutory holidays, work crews are kept to a minimum, as for a regular Sunday operation.
- 1.2 An employee who works on a statutory holiday so that production can be maintained is paid as follows:
 - a) the statutory holiday is paid according to Article 14.05.
 - b) the hours worked are paid at straight time.
 - c) for each hour worked, two times the hours worked in time off with pay to be arranged at a mutually agreeable later day, within 12 months.
- ***d) Scheduled employees - six (6) hours. Non-scheduled employees - six (6) hours plus Floater.

- 1.3 An employee who does not work during a statutory holiday is paid according to the provisions set out in Article 14:05.
 - 1.4 The weekly work schedule is enforced when operating during a statutory holiday.
- B) During total mill shutdowns or a mill holiday, mill shutdowns and startups will be per current practice.
- C) This agreement does not apply to employees who must perform work during statutory holidays when the mill is not in operation.

VOLUNTARY REPAIRS AND MAINTENANCE

- 1) The Company may schedule repair and maintenance periods, manned by volunteers, which will fall within the statutory shutdown hours. It will not designate the repairs during the Christmas shutdown period.
- 2) Payment for work performed during these repair periods will be as follows:
 - a) Mill Holiday Pay of eight (8) times the employee's hourly rate.
 - b) Time and one-half the employee's hourly rate for the first eight (8) hours of work on that day.
 - c) Hours worked in excess of the eight (8) hours, will be paid at double time the employee's hourly rate.
 - d) Employees who work for eight (8) hours during the mill holiday shall be granted an eight (8) hour floating holiday, to be taken within the following twelve (12) months.
 - e) For each four (4) hours worked in excess of eight (8) hours on each shutdown day the employee will be granted an additional eight

(8) hours floating holiday with pay, to be taken within the following twelve (12) months.

DATED AND SIGNED AT RED ROCK, ONTARIO THIS DAY OF
, 1994.

DOMTAR PACKAGING
CONTAINERBOARD DIVISION
RED ROCK, ONTARIO

COMMUNICATIONS, ENERGY
AND PAPERWORKERS
UNION, LOCAL 528

MILL RULES

SECTION 1

INDIVIDUAL RESPONSIBILITY

1:01 Everything in and about the plant shall be kept clean and in good order, and each employee will be responsible for the condition of the part of the plant under his control. He is also required to see that his locker is kept clean and in a neat condition.

SECTION 2

Causes for Suspension or Discharge

2:01 The causes for suspension or discharge shall include:

- a) Neglect of duty.
- b) Bringing intoxicants on the Company premises.
- c) Punching another employee's card.
- d) Smoking upon Company's premises, except in designated places.
- e) The giving or taking of a bribe of any nature as an inducement to obtaining work or retaining a position,
- f) Destruction or removal of Company's property.
- g) Dishonesty.
- h) Reporting for duty under the influence of liquor.
- i) Refusal or failure to comply with the Company's rules.
- j) Disorderly conduct.
- k) Disobedience.
- l) Deliberate sleeping on duty.
- m) Failure to report for duty without good cause.
- n) Incompetence.
- o) Conviction for a serious criminal offence.
- p) Failure to report an accident at the time of occurrence.

- q) Action detrimental to the good operation of the mill which affects welfare and Safety.
- r) Insubordination.

2:02. Any employee who violates a Mill Rule or a Safety Rule, or who has been guilty of any conduct detrimental to good order, the safety of himself or others, or who contravenes the law of the land, may be subject to suspension and discharge.

2:03 Employees unable to report for work shall, unless able to show good cause, notify the Department Supervisor(s) at least four (4) hours before starting time.

2:04 Nothing contained in these rules shall be deemed to restrain or limit the right for the Company to discharge employees for just cause.

SECTION 3

Entering Mill Premises

3:01 All employees must use the main gatehouse when coming into or going out of mill premises. Railway gates or other than the main gatehouse must not be used.

3:02 Parcels, packages or lunch baskets may be opened for inspection by watchman on duty before then may be removed from mill premises.

3:03 Any employee visiting the plant during "off" hours must secure a pass for that purpose.

SECTION 4

Hot Lunch and Meal Ticket Procedure

4:01 The Company will provide hot lunches to employees required to work overtime in accordance with the following procedures:

12-HOUR TOUR WORKERS

- (a) Shift employees who work past their regular working hours will be provided with a hot meal or meal ticket and every four hours thereafter (except for Item b).
- (b) Shift employees required to work past their regular working hours due to the relief employee not reporting for work will not receive a hot meal or meal ticket until one hour has lapsed.
- (c) Hot lunches at Company expense will not be provided when employees substitute for other employees as a result of mutual agreement.
- (d) If no meal is desired, a meal ticket will be provided.
- (e) Shift employees who work on a scheduled day off, with 24-hours' notice, will receive a hot meal or meal ticket every four hours. (This will be two hot meals or meal tickets for a 12-hour shift.)
- (f) Employees who work on a scheduled day off with less than 24 hours' notice or called in to work, will receive a hot meal or meal ticket for the following meal periods.

6 a.m. to 8 a.m.
12 a.m. to 1 p.m.
4 p.m. to 5:30 p.m.

6 p.m. to 8 p.m.
12 p.m. to 1 a.m.
4 a.m. to 5 a.m.

DAY WORKERS

- (a) When a day employee is required to work after 4:00 p.m. (4:30), he will be eligible to receive a hot lunch or a meal ticket. If the job continues, the employee will be eligible for a hot lunch or, a meal ticket, and every four-hour intervals thereafter,
- (b) If work is scheduled around the clock on two 12-hour shifts, 8:00 a. m. to 8:00 p. m., and from 8:00 p. m. to 8:00 a. m., the employee will be provided with one hot meal or meal ticket.
- (c) Employees who work on a scheduled day off with less than 24 hours' notice or called in to work, will receive a hot meal or meal ticket for the following meal periods:
 - 7 a.m. to 9 a.m.
 - 12 a.m. to 1 p.m.
 - 5 p.m. to 6 p.m.

 - 8 p.m. to 9 p.m.
 - 12 p.m. to 1 a.m.
 - 4 a.m. to 5 a.m.
- (d) Employees who work on a scheduled day off, with 24 hours' notice, will receive a hot meal or meal ticket every four hours.
- (e) If no meal is desired, a meal ticket will be provided.

SECTION 5

Returning to Work After Absence

5:01 When an employee, who has been absent due to sickness or accident, is ready to return to work, he must first report to the First-Aid Department and then to his Superintendent or Foreman, in order that arrangements may be made

for him to resume his regular place. On weekends, the superintendent or Foreman may use discretion in allowing an employee to return to work without prior clearance through the First-Aid Department.

5:02 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 twenty-four (24) hours in advance, if possible, but at least in sufficient time to make the necessary arrangements prior to the beginning of the regular work period in which he intends to resume duty. If the employee fails to give the supervisor sufficient notice to enable him to make the necessary arrangements for the employee to resume his regular schedule, the supervisor may send the returning employee home when he reports for work.

SECTION 6

Parking

6:01 No parking of automobiles, motorcycles, bicycles or snowmobiles will be allowed on mill property except in approved areas, or with special permission of the Management.

SECTION 7

Regulations Re Vending Machines

7:01 Soft drinks in bottles will not be removed from the pop machine area which is marked off in the manner of designated smoking zones.

7:02 Where it is necessary that an employee not leave his job long enough to drink his pop in the "drinking area", paper cups are provided so that he may transfer the drink from the bottle to the cup; he will take the paper cup drink to his work place.

7:03 Drinks on hand and cases of empty bottles will be kept in a neat and tidy condition at all times.

7:04 Where an employee removes a bottle from the drinking zone as specified he will be penalized as follows:

- a) First Offence - A written warning.
- b) Second Offence - One week suspension.
- c) Third Offence - Dismissal.

SECTION C

Procedure Governing Industrial Relations Meetings

8:01 A workman who is a bonafide representative of any of the contract Unions may attend meetings between Management and the Union during working hours without loss of time providing that written permission is received from the Superintendent or his authorized representative, of the department concerned. Meeting Attendance Forms are available for this purpose and are to be used as follows:

8:02 In the event a Union representative should be called upon by Management during working hours, the Management will contact the department Superintendent, or his representative and ask that the workman be allowed off; or if it becomes necessary for the representatives to meet with Management on mill matters the Union representatives will ask permission of the department Superintendents concerned, or their representatives, to receive time off to attend the meeting.

8:03 The departmental authority will be given in writing on the Meeting Attendance Form unless it is not possible that the workman may be released from his job due to conditions such as breakdown, work that is essential of speedy completion, etc. The form is to be made out in triplicate and all copies given to the Union representative to be turned over to Management. Distribution of forms

to the timekeeper and the department head concerned will be made by the Personnel Department after initialing by the Personnel Superintendent.

SECTION 9

Time Recording

9:01 Every employee reporting for duty or leaving the mill premises for meals or after completing his day's work must record the time of entering or leaving by registering said times on his time card, except as in Section 4 (2).

9:02 Double punching at meal times is not permitted. At least twenty (20) minutes must elapse between "out" and "in" records.

9:03 Employees who eat their lunch at the mill are not required to punch "out" or "in" during the lunch hour provided they do not leave the mill premises during the lunch period.

9:04 An employee "punching in" more than five (5) minutes late will be penalized by the loss of fifteen (15) minutes pay.

9:05 When an employee neglects to punch his time card he will be subject to disciplinary action.

9:06 No employee may erase, or in any way mutilate his own or other time card, nor may he punch, handle or remove another employee's time card.

SECTION 10

Reporting Late - Day Workers

10:01 A day worker who is late three (3) times in any one month shall receive a written warning. If he should be late again in that month or in the following month, he shall be laid off for five (5) working days. In order to erase the first warning an employee must have a clear record for one (1)

month. An employee who continues to be late after having received disciplinary action will be liable to dismissal.

SECTION 11

Absence Without Leave

11:01 Employees who are more than two (2) hours late will be considered absent without leave.

11:02 When an employee absente himself without permission, two or three consecutive days or longer, each day of absence will be considered a new occasion.

11:03 Employees who fail to report for work as scheduled without bonafide reason in the opinion of Management will be disciplines as follows:

1. First Offence - Written Warning.
2. Second Offence - Three (3) days lay-off without pay.
3. Third Offence - Subject to Discharge.

11:04 It is understood that should an employee have a clean record for a full twelve (12) months between Steps 1 and 2 or Steps 2 and 3, or after Step 3, hie record shall be considered clear.

11:05 When an employee is absent without leave for one day, he must, before returning to work, give notice to his foreman at least four (4) hours before his scheduled time of his intention to return and must have obtained permission to do so.

SECTION 12

R.R.R.C. Contribution.

12:01 As recreation is a community affair, affecting directly or indirectly all the employees, and, as the majority of the employees are now

making contributions, it is the wish of the Company that all employees, together with the Company, make equal contributions towards the program; therefore, new employees and employees retired for any part of the operations for a period of six (6) days or more will be given an opportunity to sign a R.R.R.C. Contribution Card, authorizing payroll deductions for the Recreation Fund. On July 1 of each year, employees will have the opportunity to opt in or out of the plan.

SECTION 13

Issuing Pay Cheques

13:01 Pay cheques will be issued to all wage earners at the following locations every fortnight:

Maintenance Workers:

11:50 a.m. on Thursday at Tool Crib. All other days at Receptionist's Desk in Main Office.

Other than Maintenance Workers:

7:30 a.m. - 12 Noon and 1:00 p.m. - 4:00 p.m. at Payroll Supervisor's office. All other days at Receptionist's Desk in Main Office.

13:02 It is clearly understood that no one working in the mill is to leave his work in order to pick up his pay cheque before the specified times noted above.

13:03 Under special conditions, and only when it can be justified, pay cheques may be issued prior to pay day, but only when an employee presents a slip signed by his department superintendent or his representative, in case he is away.

SECTION 14

Copy of Agreement

14:01 Each employee shall be furnished with a copy of the Labour Agreement and Mill Rules upon request.

ACCIDENT PREVENTION AND SAFETY POLICY

The safety and security of all employees and of the workplace is a prime objective of the Company in the cooperation of the Red Rock Mill.

It is the Company's intention to jointly work with our employees to reduce unsafe conditions and practices at the workplace in order to prevent injuries to the employees and to ensure that the mill assets are safeguarded.

The Company conforms to safety codes, rules and regulations in order to ensure the safety and protection of each employee. All employees are expected to comply with Company and Ministry of Labour regulations in the safe performance of their jobs.

We must all act as one in our commitment to the objective of keeping our workplace safe.

SAFETY RULES

SECTION 1

Accidents and Injuries

1:01 All accidents occurring on Hill property or while an employee is working for the Company, must be reported immediately by the employee concerned, if able to do so, to his foreman or superinten-

dent. All witnesses to an accident shall report the accident to the foreman or superintendent of the employee affected.

1:02 All employees who are injured as a result of an accident shall report to the Mill First-Aid Room for treatment. If the injured employee is instructed to return for further treatment or is instructed to report to the doctor, such instruction must be followed.

1:03 Accident is defined as follows: any suddenly occurring event which causes injury or property damage.

1:04 Injury is defined as follows:

- a) Any cut, bruise, abrasion, or puncture which causes bleeding.
- b) Any shock, twist, sprain, or compression which causes pain.
- c) Any sickness or similar condition incapacitating a man while at work.

SECTION 2

Safety Induction of New Employee

2:01 New employees will be given a copy of the Mill Safety Rules when hired and will be expected to familiarize themselves with them.

2:02 All new employees will be required to attend a Safety Induction talk by the Safety Supervisor who will make the new employee acquainted with the Accident Prevention Program.

2:03 The employee's immediate supervisor will instruct the new employee in safe working procedures for his job. Senior employees are expected to cooperate in developing with the new employee safe working habits and procedures.

SECTION 3

Medical Examination

3:01 All new employees must have a medical examination by the Resident Doctor before their employment is confirmed.

SECTION 4

Protective Equipment

4:01 Each foreman shall see that employees under his supervision are provided with proper protective equipment. Employees must use the protective equipment provided when employed on hazardous jobs.

***4:02 The wearing of Safety Shoes is a condition of employment for all employees. The Company will contribute \$40.00 per pair to the purchase price of Safety Shoes.

4:03 Goggles must be worn on all grinding, chipping or drilling operations.

4:04 Approved coloured goggles must be used when welding or working in the welding shop or close to welding operations.

4:05 Approved work clothing shall be worn by all personnel. Ties or other loose, floppy clothing shall not be worn when working near machinery. Safety boots or shoes, shall be worn. Moccasins, slippers, or canvas-type footwear, shall not be worn.

4:06 Protective equipment, such as goggles and hard hats, shall be issued from the Mill Safety Centre, or from the Mill Stores on approval from the Supervisor.

SECTION 5

Guards

5:01 Machinery guards and other safeguards must not be removed except by order of the foreman, superintendent or manager.

5:02 If guards are removed, they must be replaced immediately or reason for not replacing them reported to the manager, superintendent, foreman or the man in charge of the department where the guard is located.

5:03 Cleaners, oilers, or repairmen must always replace guards for the purpose of facilitating this work.

SECTION 6

First-Aid Classes

6:01 St. John's Ambulance First-Aid classes are conducted in the fall and winter months. These classes are made available to Domtar Packaging employees at no cost to the employee, with presentation of certificates being made following the completion of the course. As First-Aid knowledge is a valuable asset both off and on the job, it is of mutual interest to have as many employees as possible to take advantage of this training.

SECTION 7

LOCK-OUT PROCEDURE FOR MACHINERY

1. SCOPE

1.1 The object of this data sheet is:

1.1.1. to amplify and interpret the intent of Regulation 80 of Ontario Regulation 658/79 made under the Oc-

Occupational Health and Safety Act, 1978, as it applies to the Locking-Out of control switches or other control mechanism and,

1.1.2. to provide details of a recommended procedure by which consistent positive protection can be provided.

1.2 Regulation 80. Where the starting of a machine, transmission machinery, device or thing may endanger the safety of a worker,

(a) control switches or other control mechanisms shall be locked out;

and

(b) other effective precaution necessary to prevent such starting shall be taken.

1.3 while Regulation 80 refers generally to the hazards associated with the accidental starting of a machine, etc.. this will be understood to include the possibility of injury from working near inter-connecting machine. or equipment (in which case they too shall be shut down and locked out); electrical shock and burns; injuries associated with the accidental starting of steam, hydraulic, pneumatic, chemical processing or other systems.

1.4 Since a very high percentage of machines and equipment use electricity as the source of power and as the control for other sources of power, this data sheet will deal primarily with the locking-out of electrical switches. This does not preclude the requirement for the locking-out or blanking of other types of control mechanisms or systems, e.g., valves, clutches, line shafts, etc., where accidental starting is likely to endanger the safety of any person.

2. DEFINITIONS

- 2.1 The reference of "control switches" in Regulation EO, as it applies to electrical controls shall be understood to mean the main power source or disconnect switch.
- 2.2 Electrical "disconnect switch" means a pull-type switch or circuit breaker which physically opens to disconnect the circuit.
- 2.3 "Starting" or "stopping" switch means a toggle or push button switch usually mounted near the machine being started or stopped.
- 2.4 The word "machine" shall be understood to include "transmission machinery, device or thing" as stated in Regulation EO. This includes boilers, vessels, chests, steam or air driven machinery, pipe lines, etc., which must be isolated to safely carry out the work.
- 2.5 "Work" shall mean other than the normal operation of the machine, e.g., the inspection, repair, adjustment, cleaning, maintenance, etc., for which the machine must be stopped.
- 2.6 "Operator" is the person responsible for the normal shut-down and starting of the machine.
- 2.7 "Person in charge" means a qualified person appointed by the employer to have authority over one or more employees doing work on a machine.
- 2.8 "Qualified person" means a person designated by his employer as qualified because of knowledge, training and experience to safely perform an assigned task.
- 2.9 "Workman" is the employee or tradesman doing the work on the machine.

3. GENERAL

- 3.1 Experience has shown that the accidental starting of machinee while others are working on them is one of the major causes of amputations and fatalities. Work on machines is seldom routine. It is often done during other than normal working hours. There is usually a sense of urgency. It may be a first experience for some workmen. Certain large installations may require several trades, each working under a different foreman who has his own ideas regarding safety conditions.

Workmen may be separated or out of communication with those near the control switch. All of these factors contribute to the possibility of the accidental starting of a machine and emphasize the need for a uniform policy with clearly defined procedures and responsibilities.

- 3.2 It is important that any policy adopted should consist of simple standard procedures which are acceptable to both operating and maintenance departments and which have the complete approval of Management.

"LOCK OUT" and "DO NOT START OR OPERATE" TAGS REGULATIONS

7:01 ****GENERAL**

The only Positive Method of protecting workmen from the hazards associated with the accidental starting of machines etc., is to lock the main control(s) in the "OFF" position. Only the Electrician(s) will lock out any equipment involved.

A lock and "Do Not Start or Operate" Tag shall be placed on any open electrical switch to indicate that work is being done on related equipment. At no time shall the

switch be closed while the tag is on it, and at no time shall "Do Not Start or Operate" tags be placed on a closed switch.

7:02 A) 1. The initial person wishing to tag out a piece of equipment must first obtain permission from the associated operator.

2. The operator is personally responsible for initially stopping or shutting down the machine and equipment in the normal manner and ensuring equipment is drained and isolated as required. Operating crews will open and close all valves that are used in normal operations while the tradespersons will open and close valves that are used only for shutdown and repair purposes. This is intended to conform with past practice.

3. The operator will identify any and all points for tagging if requested.

B) The last workman to complete his job and remove his tag is responsible for informing the operator that the work is complete. In the case that a group of people complete their work simultaneously, they must designate one person to inform the operator that work is complete.

C) All employees who are required to work on any driven equipment, valve, vessel, pit, chamber, pipe sewer, flue or in other confined spaces, shall have a "Do Not Start or Operate" Tag which must bear the name of that employee who placed it on the switch, valve, control, etc. Employees shall not borrow "Do Not Start or Operate" Tags bearing another person's name.

D) In the case where a group of tradesmen or other group personnel are working on a specific job, each workman will be responsible to ensure that the equipment, etc. is properly locked out by an electrician and each workman will then place their own "Do Not Start or Operate" Tag on the equipment, etc. Each workman will be responsible to remove his own tag. Following the

removal of all tags, the electrician will be responsible to remove the lock from the equipment, etc.

E) In the case of long jobs extending from one shift to another, the workman who originally locked or tagged the equipment **MUST**, before leaving the mill, either:

1. Go to the control, etc., with his partner who relieves him, remove his lock or tag, and ensure that his partner hangs his lock or tag on the control, or

2. Go to the control, etc.. remove his tag and place a yellow "Attention" tag on the control and write the reason why the control is locked and tagged out. Workers who come in on the next shift must place their own tag on the control before commencing work. The yellow tag is not Oor protection, but is only to provide information.

F) Failure to follow this will result in the man who hung the first lock or tag being called from home, (without remuneration) to remove it before the equipment can be started. In case the workman cannot be located, then the Supervisor or Foreman of the workers, after consultation with one or more at the following personnel:

Mill Manager
Production Manager
Mill Manager Designate

and only after thorough investigation of the situation and circumstances, shall have the lock or tag removed by Mill Manager, Production Manager or Mill Manager Designate.

G) Workers who originally locked or tagged the equipment, **MUST**, before leaving the mill, remove his lock or tag, unless instructed otherwise by his supervisor. Failure to follow this procedure will result in the man who left his lock or tag being called in from home, (without remuneration) to remove it before the

equipment can be started. In case the workman cannot be located, then the Supervisor or Foreman of the worker, will notify one or more of the following:

Mill Manager
Production Manager
Mill Mnager Designate

and only after thorough investigation of the situation and circumstances, shall the Mill Manager, Production Manager or Mill Manager Designate remove the tag.

H) If an employee's tag is removed by the Mill Manager or his designate, the Gatehouse will be so notified and instructed to hold that employee at the Gatehouse upon his return to work and under no circumstances will the employee be allowed past the gate onto the mill premises.

That employee will then require the approval of the Mill Manager or his designate before being allowed to enter the mill. The Mill Manager or hie designate will advise the employee that his tag has been removed.

7:03 **When any equipment etc., is shut down, and after the locks and tags are properly placed where required, the etart button(s) is to be tried by the first person to hang his tag. If a group of workers hang their tags at the same time, then the senior employee in the group must try the start button(s). This is to assure that the proper equipment has been properly locked and tagged out. Workers who hang their tags on the dieconnect after the initial tag out do not try the etart button(s) again.

7.04 **Failure to follow this procedure will result in disciplinary action.

SAFE ENTRY - INTRODUCTION

DESCRIPTION

Personnel must, from time to time, enter tanks or enclosed vessels to clean, inspect, repair and perform other duties associated with either the equipment or the process. Enclosed spaces which are potentially hazardous include:

(a) Enclosures with limited access openings for personnel such as closed storage tanks, seal boxes, clarifiers, evaporator bodies and other process vessels

(b) Bleach towers, the digester, or other confined spaces, open to the air but so deep as to require entrance and aid of an assistant in case of an emergency

(c) Confined spaces such as the chemical pipe tunnel, sewers, or the air supply tunnel to the dryer

RESPONSIBILITY

Safe Entry Permits will be issued only by a person considered competent according to his knowledge, training and experience to complete the procedure safely and completely.

Responsibility for safe conditions at the time of entry rests with the person issuing the Safe Entry Permit. The person issuing the Permit will sign it, indicating that he/she is satisfied that all necessary lock-out and tag-out functions have been performed, and that all required safety precautions have been stated. The personnel doing the work must ensure that the Safe Entry Permit is duly authorized and then hang their tag on the vessel entry board.

HAZARDS

The hazards commonly encountered are:

(a) Toxic vapours in concentrations above permissible levels. These may result from known material in the vessel, or by gradual release from sludge or scale, or may be introduced by leakage from interconnected systems.

(b) Flammable gases, with potential of fire or explosion.

(c) Lack of oxygen, causing asphyxiation. This may result from chemical absorbing or replacing oxygen in the vessel.

(d) Electrical shock from portable lights, tool, or associated equipment.

(e) Injury from mechanical equipment such as agitator.

(f) Bodily injury from direct contact with corrosive or dermatitis producing chemicals.

(g) Physical hazards such as slipping, falling and falling objects.

(h) Burn hazards resulting from accidental opening of a valve in a line which has not been blanked off or disconnected.

TESTING

No confined space shall be entered until tested by a designated Main Lab Technician.

The issuer of the Permit will contact the Main Lab (Extension 332 or 369) during the day shift, or request one of the qualified technicians as indicated by the T.S.D. call-in schedules, available in each department.

If none of the technicians listed are available, contact one of the T.S.D. Supervisors.

The technician will record and sign the results of the gas analysis on the Safe Entry Permit.

PROCEDURE

The following procedure must be strictly adhered to before entering any confined space;

1. The person in charge of issuing the Safe Entry Permit will determine the conditions necessary to make the vessel safe and will complete and sign the Permit when all conditions are satisfied.

2. The Safe Entry Permit shall be made out and distributed as follows:

The signed Permit shall be displayed on the Safe Entry Board.

The signed Permit must be retained for record purposes by the issuing Department

3. The person issuing the Permit shall arrange for gas tests to be taken. The tester will record on the Safe Entry Permit the concentration of the gas, and the time the test was taken. The vessel must be tested as often as specified on the Safe Entry Permit. The tester will place a green tag over the Safe Entry Permit if test results are within permissible limits or a red tag if the test results are unacceptable.

If at any time gas levels are above the permissible limits, the tester must immediately notify the workers in the vessel and then the issuer of the Permit.

The time and concentration results of all additional tests must also be noted on the Safe Entry Permit and signed by the tester.

4. Each person entering the vessel will hang his tag over the Safe Entry Permit.

5. Even though a Safe Entry Permit has been issued, individuals are still required to tag-out equipment they are working on, i.e. agitators, etc. according to the mill Lock-out Procedure.
- 6." In all cases the "BUDDY" system shall be used. This means that no person shall enter a vessel unless one person is stationed outside the vessel at the manhole or point of entry. It must be remembered that when this system is used the person watching the entry point must not under any circumstances leave his post as his buddy in the vessel is relying on him for rescue if the occasion arises.
7. The Issuer of the Permit will note any special safety concerns on the "Comments" section of the Permit.
8. Each individual is responsible for removing his tag when his work in the vessel is complete, at the end of his shift, or when leaving the vessel for an extended period of time. The issuer of the permit is responsible for removing the red or green tags as often as indicated on the Safe Entry Permit.

The frequency will be found on the Safe Entry Permit under the heading "Is further testing required" - Specify.

9. The last workman to complete his job and remove his tag is responsible for informing the Issuer of the Permit that his work is complete. In the case that a group of people complete their work simultaneously, they must designate one person to inform the Issuer of the Permit that the work of that group is complete.

10. When the Issuer of the Permit has been advised that all work has been completed and all tags removed, the Issuer will inspect the vessel, remove the Permit, make the Vessel ready for start-up and return the red and/or green tags to the Technical Services Department.

SECTION 9

General

9:01 Employees must leave their places of work orderly and clean in the interests of SAFETY.

9:02 Any safety mechanisms on elevators or elsewhere must not be tampered with, and if found to be out of order, reported immediately to the department superintendent who must take prompt action to have the defect remedied.

9:03 Compressed air must not be used to clean clothing or to blow dust from employee's person.

9:04 No tools or loose articles of any kind may be left on stairways, walkways, or in any overhead location. All tools must be kept in first-class condition and those becoming defective in any way must be repaired or replaced immediately.

9:05 Milling in walls or floors is absolutely prohibited until a clearance has been obtained from the Engineering Superintendent or the Electrical Superintendent. When permission has been received to drill in walls or floors, care must be taken to block off or guard the area to prevent injury to persons from falling concrete, wood, etc.

9:06 "Horse play" or conduct endangering the safety of any employee is prohibited.

9:07 No employee may operate any piece of machinery or equipment, unless competent, and authorized to do so by his departmental superintendent.

9:08 Unnecessary shouting, whistling, etc., is prohibited.

9:09 Unnecessary running is prohibited. Workmen shall walk, not run, unless warranted by the nature of their work or any emergency which may arise.

9:10 All gasoline containers throughout the mill must be painted bright red and labelled, and must be used for no other purpose.

9:11 It is the duty of every foreman to instruct new employees exactly as to how machinery around which he regularly works may be stopped.

INSTRUCTION IN **CASE OF FIRE ON MILL PROPERTY**

1. In case of fire, phone 300 (Steam Plant) and report location of fire as clearly as possible.
2. Hand extinguishers and fire hoses are located in most departments and should be used as quickly as possible.
3. Learn the different types of fire extinguishers and use the right type for the fire.
4. If you have need to use fire equipment/extinguishers, hoses etc., report it to your supervisor so that equipment may be recharged or repaired if found defective. Extinguishers if used, even partially, must not be hung up on the hanger or put back in the rack.
5. Fire protection equipment to be used only in case of emergency. Such equipment should never be tampered with nor removed from its proper place.
6. In case of fire, any employee may be called upon, and will be expected to assist in fighting the fire if asked to do so.
7. Know your fire exits - never allow yourself to be trapped by fire.

MILL FIRE ALARM SIGNAL

The Steam Plant will sound the alarm by use of the mill whistle as follows

MILL FIRE - BLAST

(One 10-second blast with 10 second pause repeated four (4) times.)

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