

1988 - 1991

AGREEMENT

Between

DOMTAR INC., PACKAGING GROUP
Corrugated Containers Division
Etobicoke Plant

AND

CANADIAN PAPERWORKERS UNION CLC
AND ITS LOCAL 595

01333 (03)

INDEX

ARTICLE	PAGE
1 Bargaining Unit. Recognition and Purpose	1
2 Reservation of Management Rights	2
3 Union Security	3
4 No Strikes or Lockouts	3
5 No Discrimination and Intimidation	3
6 Union Committees	4
7 Stewards' and Union Officers' Qualifications. Responsibilities and Compensation	4
8 Grievance Procedure	6
9 Arbitration	a
10 Discipline	10
11 Discharge Cases	11
12 Probationary Employees	11
13 Seniority	12
14 Grounds for Termination	13
15 Lay-off Procedure	13
16 Recall Procedure	15
17 Job Posting Procedure	16
18 Leaves of Absence	18
19 Bereavement Leave	19
20 Plant Holidays	20
21 Vacations With Pay	21
22 Hours of Work	24
23 Overtime	25
24 Transfers	26

25 Shift Premium	26
26 Reporting Allowance	27
27 Call-Back Allowance	27
28 General Provisions.....	27
29 Contracting Out	30
30 Group Insurances	30
31 Pension Plan	36
32 Jury Duty	36
33 Automation and Technological Change ...	37
34 Term of Agreement	38

Schedule "A" - Rates of Pay
Appendix "A" - Long Term Disability Plan
Appendix "B" - Dental Plan
Appendix "C" - Weekly Indemnity
Appendix "D" - Apprenticeship Plan
Letter of Understanding - Safety Glasses

AGREEMENT
(effective July 1, 1988)

BETWEEN
DOMTAR PACKAGING

This Agreement is entered into between DOMTAR INC., a corporation, incorporated (by continuance) under the laws of Canada and having its Head Offices located at 395 de Maisonneuve Boulevard West, Montreal, Quebec, herein acting with respect only to its Domtar Packaging Plant (Corrugated Containers Division) located at 450 Evans Avenue, Etobicoke, Ontario, hereinafter referred to as the "Company"

and

CANADIAN PAPERWORKERS UNION
and its Local 393

hereinafter called the "Union".

Wherever the masculine appears in this Collective Agreement, it shall deem to mean feminine as well.

ARTICLE 1 - BARGAINING UNIT, RECOGNITION AND
PURPOSE

1. This agreement applies to all employees of the Company in its Etobicoke plant situated at 450 Evans Avenue, Toronto, M8W 2T5, Ontario, save and except foremen and above, plant security guards, office staff, sales trainees, time study and methods personnel, and employees engaged in a confidential capacity relating to labour relations. The term "employee" or "employees" when herein used shall mean any worker or workers covered by this agreement.

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

3. The general purpose of this agreement is the furtherance of the mutual interests of both parties, to provide for the operation of the plant under methods which will further, to the fullest extent possible, the safety and welfare of the employees, economy of operation, the quantity and quality of products, cleanliness of the plant and premises and the protection of the Company's property; and further to provide for the establishment of a relationship between the Company and its employees which will contribute to the maintenance of industrial peace and the promotion of a friendly community spirit. Both parties to this agreement recognize it to be their duty to cooperate fully with each other, both individually and collectively, towards the attainment of the said objective.

ARTICLE 2 - RESERVATION OF MANAGEMENT RIGHTS

1. It is the exclusive function of the Company to:

(a) maintain order, discipline and efficiency:

(b) hire, retire (in accordance with the Company's Pension Plan, dated January 1, 1983 and subsequent amendments), classify, discharge, transfer, promote, demote or discipline employees, provided that a claim of discriminatory promotion, demotion or transfer, or a claim that an employee has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided:

(c) generally to manage the industrial enterprise in which the Company is engaged, and without restricting the generality of the foregoing, to determine the number and location of plants or mills, the products to be manufactured, the methods of manufacturing or operating, schedules of production, kinds of locations of machines and tools to be used, processes of manufacturing and assembling, the engineering and designing of its products and the control of materials and parts to be incorporated in the products produced, and to determine and establish standards of

performances for all machines and operations;

(d) the above rights shall not be exercised in a manner inconsistent with the terms of this agreement.

ARTICLE 3 - UNION SECURITY

1. All employees at date of signing and all future employees upon completion of the probationary period shall as a condition of employment become and remain members of the Union in good standing for the duration of this agreement and shall authorize the Company to deduct from their pay the Union dues and initiation fees according to the Constitution of the Union and submit same to the Financial Secretary of the Union, Local 598, before the end of the month in which they are due.

2. Probationary employees will be subject to payment of Union dues from date of hire and will sign an authorization to deduct Union dues and initiation fees from that date.

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

ARTICLE 4 - NO STRIKES OR LOCKOUTS

1. The Union agrees that there shall be no strikes or other collective action which shall stop or interfere with production for the duration of this agreement.

2. The Company agrees that it shall not cause or sanction a lockout during the term of this agreement.

ARTICLE 5 - NO DISCRIMINATION AND INTIMIDATION

1. There shall be no discrimination, interference, restraint or coercion exercised or practised by the Company or by any of its representatives with respect to any employee because of his membership in, or connection with, the Union.

2. There shall be no intimidation, interference, restraint or coercion exercised or practised upon employees of the Company by the union or any of its members or representatives. There shall be no solicitation for membership, collection of dues or other Union activity on the premises of the Company during an employee's working hours which might in any way interfere with production or impair efficiency.

ARTICLE 6 - UNION COMMITTEES

1. The Union shall appoint or otherwise select a Negotiating Committee of four (4) employees. The Company shall recognize and deal with the Committee with respect to any matter which properly arises from time to time during the term of this agreement.

2. The Committee shall cooperate with the Company in the administration of this agreement.

3. Additional representatives for the Union, not exceeding three (3), may participate in any negotiations at the request of the Union, it being understood that the additional cost will be borne by the Union.

4. The Grievance Committee shall consist of the following:

The President, Vice President Chief Steward, Recording Secretary, Treasurer and the Shop Steward filing the original grievance. Participation in the negotiating committee shall not exclude a member from appointment to the Grievance Committee.

ARTICLE 7 - STEWARDS' AND UNION OFFICERS' QUALIFICATIONS, RESPONSIBILITIES AND COMPENSATION

1. The Union shall appoint or otherwise select a reasonable number of Stewards to assist employees in presenting their grievances to the representatives of the Company.

2. An employee shall not be eligible to **serve** as a Steward or as a member of any Union Committee until after he has become a regular employee and has at least one (1) year seniority.

3. The Union shall elect or otherwise select a Steward group which may be worked out on the ratio of one (1) Steward to each twenty (20) **employees**. This group shall not include the executive officers of the Local.

4. Stewards, members of committees, and Union officers have regular duties to perform on behalf of the Company. Such persons shall not leave their regular duties without obtaining permission from the Foreman or, in his absence, the Plant Production Supervisor and they shall also report back to the same person before resuming their regular duties. Such permission shall not be unreasonably withheld.

4a. The Company will compensate a member of the appropriate Negotiating Committee for time spent out of his regular shift (up to a maximum of seven (7) days) at negotiation other than at Conciliation. Such payment will be at his regular straight time hourly rate.

5. Stewards and other Union officers shall not absent themselves from their regular duties unreasonably in order to deal with the grievances of employees or with other Union business. In accordance with this understanding, the Company shall compensate such employees at their regular rates of pay for the time spent in negotiating with the Company, in handling grievances of employees, attending meetings of the Grievance Committee, except that this shall not apply to time spent on such matters outside of regular working hours. (Where practical, such meetings will be held during working hours).

6. The Company shall not compensate any employee for time spent travelling to or from, or in attendance at, any arbitration or conciliation proceeding arising out of this agreement.

7. The Union shall advise the Company in writing the names of all employees who are Stewards, Members of Committees and Union Officers. Employees so named shall be recognized by the Company as the official representatives of the Union until written advice to the contrary has been received from the Union.

ARTICLE 8 - GRIEVANCE PROCEDURE

1. If an employee has any complaint or question which he wishes to discuss with the Company, he shall take the matter up with his immediate Supervisor or Foreman, and shall be accompanied by his Steward, unless he advises the Union that he does not wish to be accompanied by his Steward.

It is generally understood that an employee has no grievance until he has first given his Foreman or Supervisor an opportunity of adjusting his complaint. If the complaint is not resolved to the satisfaction of the employee, it may be taken up in the following manner, but not later than thirty-five (35) working days from the date the incident that gave rise to the grievance occurred.

2. **STEP ONE** - The employee shall file his grievance in writing and the grievance shall be taken up by the employee involved, the Steward and the Shift Foreman. Where the Company desires the attendance of the Senior Foreman, the Chief Steward or designate may also attend. The Foreman shall give his written answer not later than one (1) working day after receipt of the grievance.

STEP TWO - If the grievance is not settled within two (2) working days from the Foreman's answer, it shall be referred to the Senior Foreman. The Company's answer will be given in writing within two (2) working days.

STEP THREE - If the grievance is not then settled within two (2) working days, the Grievance Committee may refer the grievance to the Plant **Manager**. The Plant Manager shall call a meeting within three (3) working days.

Any meeting held at this stage may be attended by the aggrieved employee, the Grievance Committee of the Union and such Company representative as the Plant Manager may designate.

The decision given by the Plant Manager shall be given in writing within three (3) working days from the date of the final meeting and the Union shall advise the Company in writing of its acceptance or rejection of such decision within three (3) working days from the date of the Plant Manager's answer. Should this meeting fail to resolve the issue, a second meeting will take place which will include the National Representative of the Union and the Manager of Labour Relations. Failing agreement within a further ten (10) working days the matter may be referred to arbitration.

STEP FOUR - The party referring the matter to Arbitration shall forward in writing, within ten (10) working days, the name of its nominee and a statement of the matter to be arbitrated.

3. All time limits may be extended by mutual consent.

4. UNION POLICY GRIEVANCE OR COMPANY GRIEVANCE - Any grievance or other dispute between the Company and the Union involving the interpretation, application, operation or alleged violation of any Article of this Agreement may be submitted, in writing, to either party as the case may be. A meeting between the Company and the Union shall be held within five (5) days of the presentation of the written grievance and shall take place within the Eramework of Step 3 of this Article. The Company or the Union, as the case may be, shall give its written decision within ten (10) days of such meeting. If the decision is unsatisfactory to the grieving party, the grievance must be submitted to arbitration within thirty (30) days of the delivery of such written decision and the arbitration sections of this Agreement shall be followed.

5. A **group** grievance (defined as a grievance submitted by two or more employees) may be filed at Step 2 of the Grievance Procedure but not later than thirty-five (35) working days from the time the circumstances upon which the grievance is based were known to the grieving parties.

ARTICLE 9 - ARBITRATION

1. Any grievance or other matter remaining in dispute between the Company and the Union involving the interpretation, application, operation or alleged violation of any article of this agreement, may be referred by either party to Arbitration by an Arbitration Board, within a period of thirty (30) days following the date of the Company's written reply at Step Three.

2. The party submitting a matter to Arbitration, as per Article 3, Step Four, shall deliver to the other party a Notice of Intention to Arbitrate. This notice shall state the matter at issue and shall state in what respect the agreement has been violated or misinterpreted. The notice shall also stipulate the nature of the relief or remedy sought.

3. Within ten (10) days after the date of delivery of the foregoing notice, the other party shall appoint its representative within ten (10) days of receipt of this notification.

4. In the event that either party shall fail to appoint a representative to the Arbitration Board within the time provided, the other party may request the Minister of Labour of the Province of Ontario or the Labour Arbitration Commission, whichever is applicable, to appoint a representative on behalf of the defaulting party.

5. When a representative for both parties has been appointed, they shall communicate forthwith for the purpose of selecting an arbitrator to act as Chairman from the following list:

1. Weatherill
2. Brown
3. Swan
4. **O'Shea**
5. Tepilitzky
6. Minnegan
7. Brent
8. **Brunner**

Arbitrators to act as Chairman shall be selected in numerical order as arbitration cases are established and if the arbitrator next in line is unable to hear the case in question within a reasonable period of time, then the next arbitrator on the list shall be selected under the same conditions as above, but not without prior approval of both parties.

The arbitrator or arbitrators who were in line, but were unavailable in accordance with the time requirements, shall be first to be asked as per the list when the next arbitration case is to be heard. During negotiations and upon completion of a new Collective Agreement arbitrators shall continue to be used in accordance with the list above.

6. After the Arbitration Board has been formed by the foregoing procedure, it shall meet with all members present and hear the evidence of both parties and render a decision as soon as possible after the completion of taking evidence.

7. The Arbitration Board is to be governed by the following provisions:

a) the Arbitration Board shall hear and determine the subject of the grievance and shall issue a decision which is final and binding upon the parties involved.

b) the decision of the majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman governs.

c) each party shall pay its own cost and the fees and expenses of witnesses called by it

and **of** its representatives.

Each of the parties shall pay ~~one-half~~ of the remuneration and expenses of the Chairman of the Board.

d) the Board shall determine its **own** procedure but shall give full opportunity to all parties to present evidence and make representations.

e) the Board shall not have the power to alter or amend any of the provisions of the Agreement.

f) the Board shall have the power to modify penalties and relieve against non-compliance with time limits.

g) the Board shall have jurisdiction to determine whether a grievance is arbitrable.

ARTICLE 10 - DISCIPLINE

1. The Company will immediately notify the Union of any suspension or discharge of a permanent employee and reason therefore involving any member of Local 393.

2. Local Management will not take disciplinary action without first warning the employee, unless the facts warrant an immediate suspension or discharge. In taking such disciplinary action, local management shall not consider any previous disciplinary action involving the employee provided that a twelve (12) month period has ~~elapsed~~ from the date of the last infraction. If an employee has been discharged or given a disciplinary layoff and believes that they have ~~been~~ unjustly dealt with, such an employee may file a grievance in accordance with the grievance procedure contained herein.

When an employee is called into the office for the purpose of receiving a formal disciplinary reprimand, such employee will be accompanied by the appropriate Union representative. A written record of the action to be taken will be prepared by the Supervisor and copies will

be given to the individual affected and the Union within three (3) days.

ARTICLE 11 - DISCHARGE CASES

1. The Company shall notify the Union before an employee is discharged and state the reason for his discharge.

2. An employee grievance claiming that he has been unjustly discharged may be taken directly to Step Three of the Grievance Procedure provided such a grievance is lodged within five (5) working days from the date of the notification to the Union of the discharge. The Company shall notify the Union in writing within two (2) working days of an employee's discharge and the reason therefore and such reason shall be the verbal reason given in accordance with Section 1 of this Article.

ARTICLE 12 - PROBATIONARY EMPLOYEES

1. An employee shall be on probation for fifty (50) working days during which time he shall not acquire seniority.

2. Summer students shall not acquire seniority. Should the Company agree to change the status of a summer student, that employee shall then become a permanent employee and his probation period shall commence once the Union is notified in writing that he is no longer a summer student. Once his normal probationary period of fifty (50) working days is completed, the employee's seniority shall be back-dated to the date of hire in that given year. The summer months for the purpose of the Agreement shall mean between May 15th and September 15th of each year.

3. Any break in service for a period exceeding accumulated probationary service shall result in a loss of service credit.

4. After completion of the probationary period, an employee's seniority shall date back to his original date of hire.

5. A probationary employee shall not be paid

for a plant holiday.

6. A probationary employee shall be eligible for bereavement leave without pay.

7. A probationary employee shall be paid the job rate.

8. Probationary employees on any shift shall be eligible for overtime assignments only after regular employees on the same shift have been offered the opportunity for working overtime.

ARTICLE 13 - SENIORITY

1. Seniority in this agreement shall mean the length of service an employee has had in the bargaining unit only in the Etobicoke plant, plus applicable Hanna Avenue service, provided that transfer was effected not later than January 3, 1959. Employees who were transferred from Hanna Avenue on June 1, 1964, with the transfer of the Chipboard operation to Etobicoke, were permitted to exercise only one-half (1/2) of their applicable Hanna Avenue seniority. However, vacations and pensions are based on their full Company seniority.

2. An employee who voluntarily accepts a permanent position outside the bargaining unit shall forfeit all seniority rights and his right to return to the bargaining unit.

This section does not apply when an employee is voluntarily replacing a person outside the bargaining unit when the job he is temporarily performing has a recognized incumbent.

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

4. All employees with seniority who are laid off for lack of work will be placed on the recall list and shall be responsible to notify the Company every six (6) months by registered

mail of their desire to be maintained on the recall list, as well as their current address. Failure to so notify the Company will result in their names being removed from the recall list and their status as an employee shall cease.

5. The terms and provisions of this agreement are subject to the Company's Reciprocal and Transferable Seniority Plan of which the Union is a member.

ARTICLE 14 - GROUNDS FOR TERMINATION

An employee shall be terminated for any of the following reasons:

a) voluntarily quits the employ of the Company.

b) is discharged and is not reinstated pursuant to the provisions of the grievance procedure.

c) is absent for more than four (4) working days and fails to notify the Company, unless special circumstances exist consented to by the Company.

d) overstays a leave of absence without the consent of the Company, unless special circumstances exist with a bona fide explanation to the Company.

e) fails to report when recalled, subject to the conditions of Article 16, unless special circumstances exist with a bona fide explanation to the Company.

f) is not recalled to work within the period of time that his name is to be retained on the recall list (Article 13, Section 4).

ARTICLE 15 - LAY-OFF PROCEDURE

1. In the event of a lay-off due to lack of work, the Company shall maintain job opportunities by following the principles of seniority, provided that such employees are willing and physically able to perform the

jobs available.

2. An employee may be subject to lay-off one day or less per calendar month. Lay-off procedure shall be as follows:

Employees with the least seniority on shift will be laid-off first and the employee(s) on the job(s) being shut down, provided they have more seniority than those being laid off, shall fill the open job(s) providing they have the ability to perform the normal requirements of the job in question. In any event, probationary employees will be the first to be laid off.

3. Any arrangement made between the Company and the appropriate Union Committee are to apply to the lay-off in question only and are not necessarily binding on either party for future lay-offs.

4. If a lay-off affects the President, Vice President, Chief Steward, Treasurer, Recording Secretary, Financial Secretary, Sergeant-at-Arms, Guide and three (3) Trustees of the Union, the Company shall retain such employees, notwithstanding their position on the seniority list, so long as there is work which they are qualified and willing to perform.

5. Permanent Redundancy of an Employee's Posted Job Position - Once a job, or jobs, is declared redundant by the Company and the Union has been notified in writing of the redundancy, the employees affected shall no longer retain their job postings on those jobs declared redundant. These employees shall take an open job in the plant or replace those junior employees who were laid off (if any) as a result of the original jobs becoming redundant, providing he has the ability to perform the normal duties of the job available.

5. (a) When a job is reinstated, the person who was posted will be asked if he or she wants to return to that position. If not, the job will be posted as per job posting procedure.

6. In the event of a cut-back or lay-off, ~~unposted~~ people will leave their departments first and will be placed in the open jobs.

7. If an employee is working in a department other than his **own**, due to a cut-back or lay-off, they will have no bumping rights in that department. If there is a further cut-back or lay-off these employees will be the first to leave that department.

ARTICLE 16 - RECALL PROCEDURE

1. Seniority shall be the guiding factor in recalling employees on the recall list, so long as it does not prevent the Company from maintaining a work force of employees who are qualified and willing to perform the work which is available. The person with the longest seniority shall be recalled first, unless it is necessary to by-pass a person with seniority, who is on the recall list, because he is not qualified or willing to do the work which is available.

2. The Company shall notify an employee on the recall list by personal phone call. If the employee cannot be reached personally by telephone, a telegram shall be sent to him or her at the last known address. If the person so notified does not return to work within five (5) working days, he will be terminated unless he has a reasonable excuse.

However, if the Company is unable to confirm the employee's response to the recall before 9:00 a.m. on the Friday before the work week commences, the Company may make alternative replacement arrangements without penalty for that given week. The Company will repeat the attempt to contact the employee upon preparation of the following week's work schedule and so notify the Union. A list of those employees who cannot be contacted will be provided to the Union.

3. An employee on the recall list who is recalled may decline the recall if the period of re-employment is expected to be temporary or of short duration of ten (10) or **less** working days.

ARTICLE 17 - JOB POSTING PROCEDURE

1. a) All job vacancies which occur within the bargaining unit (except base rate jobs mutually agreed to by the Company and the Union), shall be posted within two (2) days of the vacancy and shall be posted for a period of three (3) working days. Employees on vacation, leave of absence or sick leave, will have the opportunity to apply for such vacancy provided they make their intention known to the Company in writing prior to or during their leave, and such request shall identify the specific job in question.

b) Such vacancies will be filled in accordance with seniority subject to the ability of the employee to perform the normal duties of the **job** and be filled no later than the Monday after the end of the posting period subject to the employee's availability as a result of vacations, leaves-of-absence, or sickness.

When the permanent transfer of the employee cannot be made as a result of the Company's inability to fill the **job** position that is now being opened **as** a result of the successful applicant, the Company may hold the successful applicant back from completing the transfer provided they commence a training program, if required, no later than the Monday when the official end of the job posting period begins.

Once a trained replacement is secured, the Company will then complete the job posting transfer by moving the successful applicant into his newly acquired position.

c) Any successful applicant will be on trial for a period not to exceed ten (10) days at work. If the employee proves satisfactory, he will then be confirmed in his new position. If the employee proves unsatisfactory during the trial period, or asks to be returned to his former classification during the trial period, he will be returned to his former classification and department at his former rate of pay, as will the others who were transferred or promoted by reason of the

employee's successful application. Successful applicants' names will be posted on the Bulletin Board within forty-eight (48) hours after the period of job posting has expired.

Unsuccessful applicants will be given the reasons why they were not selected if they are the senior employees on the posting.

d) If a new job is established during the term of this Agreement, it will be posted according to the provisions of this Article and awarded prior to the start and/or training of the said job.

Newly created jobs that are considered to be of a temporary nature will be determined within a period of sixty (60) working days.

e) It is agreed and understood that the most junior trained employees will cover for short-term vacancies (excluding vacations, leaves-of-absence, and illness that will exist for more than ten (10) working days).

Short-term vacancies: if overtime is necessary to fill a short-term vacancy, the overtime will be worked in the job classification where the original vacancy exists.

2. a) Employees who are desirous of transferring to a non-posted job in another department, may make application through the Personnel Department.

b) For the purpose of Section 17, 2(b) a classification shall be defined as each individual job title in each grade as established in Schedule "A" of this Collective Agreement. Employees who are desirous of transferring within the same classification and the same department, may make application or request to the Personnel Department and if acceptable, may be transferred to such job vacancy before job posting.

3. Should it be known that a vacancy is for a limited period, such a time limit shall be stated on the posting and the successful applicant shall return to his original job

when the temporary vacancy expires. In any event, temporary vacancies shall be reposted every ninety (90) working days.

4. Vacancies caused through illness or leave-of-absence, will be posted immediately if it is known that the vacancy will exist for more than ten (10) working days. 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 ten (10) working days, or on the eleventh (11) working day in any event.

5. If for any reason a job posted as temporary becomes permanent it shall be reposted.

ARTICLE 18 - LEAVES OF ABSENCE

1. The Company will consider and may grant leave of absence in writing to employees with five (5) or more years of service between June 15th to September 15th in any year provided the employee has applied before regular schedules of holidays for that year have been established, that such leave shall not interfere with regular holiday periods of other employees and that he utilizes his holiday entitlement as part of his leave of absence.

In granting such leaves, seniority shall be the governing factor with the exception of employees who have had a leave of absence in the last two years.

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

ARTICLE 19 - BEREAVEMENT LEAVE

(a) When death occurs to an employee's spouse, child, adopted child or step-child, the employee will be granted 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 in the seven (7) day period beginning with the date of death.

(b) When death occurs to an employee's mother, father, foster parents, adoptive parents, brothers, sisters, mother-in-law, father-in-law, step-mother, step-father, step-brother, step-sister, grandfather, grandmother and grandchild, the employee will be granted 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 in the seven (7) day period beginning with the date of death.

(c) When distance prevents the employee from attending the funeral, one day of compassionate leave will be allowed within the seven (7) day period beginning with the date of death.

(d) Pay will be at straight time even though one or more of the days of the funeral leave occur on Sunday or a paid holiday.

(e) Pay will not be granted if the employee does not attend the funeral except as outlined in Article (c).

(f) In the event of the death of an employee's Sister-in-Law or Brother-in-Law, he shall be granted one (1) day's leave of absence with pay. The day of leave shall be the day of the funeral and the employee is required to attend the funeral in order to qualify for payment on that day.

(g) 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 funeral leave.

ARTICLE 20 - PLANT HOLIDAYS

1. The Company shall pay all regular employees for the following eleven (11) plant holidays subject to the conditions of this article:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Civic Holiday	Day before Christmas
New Year's Eve (8 hours)	

2. A regular employee shall be paid at his scheduled wage rate at straight time for eight (8) hours for each of the above holidays whether or not he works on those days; provided that an employee shall not be entitled to be so paid:

a) If he is absent on the regularly scheduled shift first preceding and/or the regularly scheduled shift next following a holiday unless given a written excuse by the Company to be absent.

b) If any of the above holidays occur when he is laid off, except that employees shall be paid for such holiday if the lay-off begins on the regularly scheduled shift next following such holiday.

c) If any of the above holidays occur when he is on leave of absence, except that an employee shall be paid for the first such holiday falling within the first thirty (30) calendar days of a leave of absence.

d) Regular employees suffering intermittent lay-off will be eligible for payment of plant holiday, providing they were recalled and were available for any work assignment during the ten (10) regular work days preceding the plant holiday, and are available for work if required on the work day following the holiday.

3. In the event it shall be necessary to operate any or all departments, including

factory services, on any of the above mentioned plant holidays, all time worked on such holiday shall be paid for at the rate of time and one half (1 1/2).

4. In addition to the above mentioned holidays, all regular employees shall be entitled to one (1) floating holiday per contract year with pay for eight (8) hours at their scheduled straight time rate. The day observed as a floating holiday shall be such day as may be mutually agreed upon between an employee and his Supervisor.

The local Union may, prior to June 1st of each year, approach the Company regarding the plant shut-down between Christmas and New Year.

ARTICLE 21 - VACATIONS WITH PAY

1. A statement of total earnings from May 1st to April 30th for the purpose of calculating vacation pay will be issued to all employees.

2. The anniversary date for annual vacations shall be the first Sunday in May.

3. Employees shall receive an annual vacation with pay in accordance with the following schedule for years of service as of said anniversary date.

a) Employees who have been employed by the Company for less than one (1) year as of said anniversary date (see #2 above) will receive a vacation period equal to one-half (1/2) day for each month of service with pay equal to four percent (4%) of total earnings,

b) One (1) year of continuous service but less than four (4) years, will receive two (2) weeks' vacation. Vacation pay will be four percent (4%) of the employee's total earnings in the year ending on said anniversary date (see #2 above) or two weeks normal pay, whichever is the greater.

c) Four (4) years of continuous service but less than nine (9) years, will receive three (3) weeks' vacation. Vacation pay will be six

percent (6%) of the employee's total earnings in the year ending on said anniversary date (see #2 above) OR three weeks normal pay whichever is the greater.

d) Nine (9) years of continuous service but less than twenty (20) years, will receive four (4) weeks' vacation. Vacation pay will be eight percent (8%) of the employee's total earnings in the year ending on said anniversary date, or four weeks normal pay whichever is the greater.

e) Twenty (20) years of continuous service but less than twenty-seven (27) years will, receive five (5) weeks' vacation. Vacation pay will be ten percent (10%) of the employee's total earnings in the period ending on said anniversary date or five weeks normal pay whichever is the greater.

(f) Twenty-seven (27) years of continuous service and more will receive six (6) weeks' vacation. Vacation pay will be twelve percent (12%) of the employee's total earnings in the period ending on said anniversary date or six weeks normal pay whichever is the greater.

Effective in the 1989 vacation year, six (6) weeks' of vacation after twenty-five (25) years of service.

(g) supplemental Vacation Pay:

All regular employees who have completed twenty-five (25) or more years of service will be granted extra vacation pay the year they attain:

Age 60 - additional 2% Vacation Pay
Age 61 - additional 4% Vacation Pay
Age 62 - additional 6% Vacation Pay
Age 63 - additional 8% Vacation Pay
Age 64 - additional 10% Vacation Pay

4. The Company shall require all employees to take a vacation period unless extenuating circumstances exist. The Company may close the plant or any part of the Operation for such a purpose at any time convenient to the

Company between July 1st to August 30th, in which case notice must be posted by May 1st. No vacations due in any year can be waived or held over for future years.

5. Not more than two (2) weeks of vacation may be taken between June 15th and September 15th in any year.

Applications in writing from employees with five (5) years or more service, for more than two weeks' vacation during this period will only be considered providing the granting of such additional vacation will not interfere with production requirements on the regular holiday period of other employees and such applications are made before the regular schedule of holidays for the year is prepared.

6. Each March 15th the Company shall post in each department a vacation list for all employees to choose their vacation weeks in accordance with the Collective Agreement. Employees shall indicate their choice by filling in the list no later than May 1st of each year. Where more than the allowed number of employees request the same weeks off, seniority shall be the governing factor. The Company will post a confirmed vacation list no later than May 15th.

1st and 2nd weeks vacation not chosen by May 1st of each year shall be taken on a first come, first served basis.

Schedules for third, fourth, fifth and sixth weeks will be made available by October 1st of each year. Such schedules will be completed by October 31st and finalized by November 15th.

The Company will schedule any outstanding vacations by January 1st. These scheduled vacations may be changed by mutual agreement between the Company and the employee.

7. When a plant holiday falls during an employee's vacation period he shall receive payment for such holiday and may, if he so desires, receive another day off without pay

at a time mutually agreeable to the employee and his supervisor within the current vacation year.

E. Vacation pay cheques will be distributed for each week taken on the last pay prior to the commencement of the vacation of the employee in question, unless the employee requests it on May 1st.

ARTICLE 22 - HOURS OF WORK

1. The Company does not guarantee any minimum hours of work per week, but it does not anticipate having to reduce **hours** during the life of this Agreement below forty (40) hours per week except **as** per the reporting allowance and further agrees that no general or partial reduction of hours shall be instituted in the event of a shortage of work unless mutually agreed to between the Company and the Union.

2. The regular hours of work shall be forty (40) per week consisting of five (5) days of eight (8) hours per day, Monday to Friday inclusive. By mutual consent start-up may commence at 11:00 p.m., Sunday night.

3. Each employee shall receive a twenty (20) minute paid lunch.

4. Rest Period • all employees shall be allowed one (1) ten (10) minute rest period in each half shift.

5. The current practices in effect regarding the starting time, lunch and two rest periods, shall remain in effect during the life of this Agreement between the Company and the Union.

Corrugator employees will be granted a lunch break between the 3rd and 6th hours of their respective shift.

Employees who are members of the corrugator crew shall keep the corrugator operating continuously for eight (E) hours but shall not be required to remain beyond the end of their regular shift.

The Company will monitor the continuous operation of the Corrugator. Should problems occur with maintaining continuous operation, the Company will present details to the local union executive with the intention of resolving the problem through the establishment of more definite rules.

6. For the duration of his term of office, the Union President may work steady days irrespective of his department's schedule but he shall lose all departmental identification and may be directed to any available job throughout the plant. His regular base rate shall become a minimum guaranteed rate otherwise the rate for the job he may temporarily occupy shall apply. The present incumbent shall revert to his former job upon the expiration of his term of office.

7. It shall be the responsibility of each employee to report for duty as scheduled. If unable to report he shall notify the Company in advance of such reporting time to allow for alternate arrangements, unless reasonable cause exists to prevent him from doing so.

ARTICLE 23 - OVERTIME

1. Premium time shall be paid for all hours worked outside the regular hours of work. Premium time shall be deemed to mean time and one-half (1 1/2) unless otherwise stated.

2. An employee shall be paid double his straight time hourly rate for hours worked in excess of twelve (12) consecutive hours.

3. Time and one-half (1 1/2) shall be paid for work performed on Saturday, Sunday and/or Plant Holidays (Article 20).

4. Overtime opportunities in each department shall be distributed as evenly as possible within job classifications with a twenty-five (25) hour differential and a record of such distribution in the current calendar year shall be posted. Rules governing overtime opportunities shall be posted on the Bulletin Boards.

5. Double an employe's straight time hourly rate shall be paid for all hours worked in excess of eight (8) consecutive hours on Sundays,

ARTICLE 24 - TRANSFERS

1. a) When an employee is transferred to a higher rated classification, he will be paid the rate of the higher rated classification for the full shift or for as many shifts as the transfer lasts. This provision does not apply to normal relief for rest and lunch periods.

b) When an employee is transferred to a lower rated classification on a temporary basis, he will not receive less than his scheduled (weekly scheduled) rate for work performed during his regular scheduled hours that week. This provision does not apply to a transfer which results from an employe's request.

c) When an employee is required to go to another department, the junior employee must go unless his skills are required in his own department, except that unposted employees shall go first.

ARTICLE 25 - SHIFT PREMIUM

1. Shift employees working on regularly scheduled shifts shall receive an off-shift premium of thirty-five (35) cents per hour for the afternoon or second shift which normally starts after 1:00 p.m. and fifty (50) cents per hour for a third or night shift which normally starts after 11:00 p.m.

Effective July 1, 1989, the 11 x 7 shift differential will be increased to 35 cents per hour.

Effective July 1, 1990, the 3 x 11 shift differential will be increased to 40 cents per hour.

2. Shift employees will be paid the premium for the shift they are scheduled to work and the premium for any full shift worked on over

time, the shift premium to be applied after the overtime premium. When an employee reports early and works a portion of the previous shift, the premium of the scheduled shift, if any, will be applied after the overtime premium. An employee on day shift for example, will receive no shift premium for work extending past the end of the shift unless the next full shift is worked.

ARTICLE 26 - REPORTING ALLOWANCE

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

ARTICLE 27 - CALL-BACK ALLOWANCE

1. If an employee is called back to work after he has finished his scheduled shift, he shall be paid at the rate of time and one-half (1 1/2) with a minimum of four (4) hours pay at straight time but the minimum allowance shall not apply to call-back occurring one hour or less before the start of his regular shift.

2. Time for night shift calls start and end at the nearest quarter hour.

ARTICLE 28 - GENERAL PROVISIONS

1. BULLETIN BOARD:

A Union Bulletin Board shall be supplied by the Company for Union services. All notices shall be signed by the Secretary or President of Local 393 and a copy of each notice shall be filed with the Personnel Office at the time of posting.

2. RATES OF PAY:

a) Schedule "A" attached to and forming part of this Agreement outlines the rates per hour effective as long as the present Agreement is in force.

b) Should a new job be established during the term of this Agreement, the Company shall meet with the Union to determine the rate for the new job. Failing agreement on the rate the company may set the rate until adjustments can be made. All rates which are set for the new job become effective as of the starting date of the new job.

c) Job Ranking Study

The study will continue during the term of this agreement as per discussions during negotiations and Executive representatives from Union and Management will meet within one month from date of ratification to determine the details.

3. The Memorandum of Agreement as well as any letter of intent written during the life of this Agreement shall form and become part of this Agreement. Such letters in force at the termination of the agreement will be automatically renewed unless either party issues notice to terminate a letter or letters of intent.

4. MEAL ALLOWANCE:

When an employee is notified after the start of his shift that he is required to work overtime continuous with that shift, he shall be paid a meal allowance of five dollars (\$5.00) providing he works more than two (2) hours of such overtime and, in addition, an employee who works an additional four (4) hours overtime shall be entitled to an additional meal allowance.

July 1, 1989: \$5.25

July 1, 1990: \$5.50

5. CHANGE OF SHIFT - SHORT NOTICE:

When the Company requests an employee to change shifts for the convenience of the Company and the period of notice is less than twenty-four (24) working hours prior to the start of the new shift schedule, the employee shall be paid premium time for the first shift.

6. MAINTENANCE EMPLOYEES, on completion of the contract year, shall be entitled to \$50.00 tool allowance.

7. FOREMEN • Under normal conditions foremen shall not do work which is customarily performed by members of the Bargaining Unit. This shall not apply when the foreman is engaged in:

- a) Training employees.
- b) Experimental or Development Work.
- c) Providing assistance which is required in an emergency.

8. Definition

Common-Law Spouse shall mean a partner who has been publicly maintained and represented as spouse continuously for the previous one (1) year provided all prior spouses have been disqualified. It is the employee's responsibility to formally inform the Company if he wishes a change in status recognized.

9. Safety and Health

The Company and the Union shall co-operate in the prevention of accidents and shall promote all health measures necessary to ensure maximum safety to all employees.

10. Safety Shoes will be worn by all employees as a condition of employment.

Exception - individuals with documented medical proof of exemption.

(a) The Company will contribute up to a maximum of forty dollars (\$40.00) once per year towards the purchase of safety shoes for each employee payable upon proof of purchase of protective footwear.

11. Prescription Safety Glasses

Standard industrial safety glasses will be supplied to employees who find it necessary to wear prescription glasses while performing their jobs. The procedure for supply will be

in accordance with Letter of Understanding.
(attached)

12. Working Lead Hand:

Assists, instructs and allocates duties to employees in all phases of work under his jurisdiction. Requires little or no supervision and must perform all related duties.

13. Employee Off Work

Employee off work due to illness of three or more days shall notify the Company as soon as possible of the date he will be able to return to work. Such notice shall be given no later than 12 noon of the working day preceding his return except on a Friday when notice should be given by 9:00 a.m. unless the employee is unable to do so.

Employee off work due to Vacation or Leave of Absence shall contact the Company by 12:00 noon of the Friday preceding his return to work to establish his scheduled shift. The Company will accept charges for any long distance telephone calls necessary to enable the employee to adhere to his practice unless the employee is unable to do so.

14. Time Limitations established in the Agreement may be extended by mutual consent of both the Union and the Company.

ARTICLE 29 - CONTRACTING OUT

The Company will not contract out repair and maintenance work which is regularly performed by the repair crew, for which the plant is equipped, for which crews are available, and which employees are capable of doing.

ARTICLE 30 - GROUP INSURANCE

30.01 Membership in the Group Insurance Plan is compulsory for all full-time regular employees on the first day of the month coincident with or next following three months of continuous service except in the case of

the Dental Plan which requires a twelve (12) month waiting period.

30.02 If Federal or Provincial Governments shall introduce legislation during the life of this Agreement to provide the same or like benefits already included in the Group Insurance Plan, the Company shall have the right to full integration of both benefits and costs. Any savings arising out of such integration shall accrue to the Company unless otherwise stipulated by law.

30.03 Benefits provided by the Group Insurance Plan will be administered in accord with the terms and conditions of the Group Insurance Policies. Copies of the insurance contracts and amendments thereto are available for reference by the Union. A copy of the claims experience statement will be provided to the Union once a year when available. The Company reserves the right to appoint the Insurance carrier.

30.04 Co-ordination of Benefits:

In the event that a person who is covered for health and dental benefits under this plan is also entitled to health and dental benefits under any other group health and dental plan, the co-ordination of benefits provision operates only to reduce benefits if the insured person is eligible for more than 100% of the eligible expenses. It will be established by the Insurance Companies involved which Company pays its normal benefits and which Company can pay either its normal benefits or 100% of the total eligible expenses unpaid by the Company that paid first.

NOTE: EMPLOYMENT AFTER NORMAL RETIREMENT DATE

(In the event an employee is continued in regular employment after normal retirement date, by virtue of law or permission of the Company, the following section shall apply).

An employee who continues in the employ of the Company after his/her 65th Birthday shall be

entitled to the following Group Insurance coverage:

Life Insurance in the reduced amount available at normal retirement age.

Major Medical Plan

Weekly Indemnity for a total period of thirteen weeks in any 12-month period consecutive with the normal date of retirement.

30.03 **An** employee is eligible for the following Group Insurance benefits when he/she has completed the required waiting period.

Changes to the Plan will take place only for those employees who are actively at work as of the effective date and for all other employees **as** of the first full day of active employment thereafter:

i) Life Insurance

An eligible employee shall be provided Life Insurance coverage in the amount of \$25,000.00.

ii) Accidental Death and Dismemberment (Active Employees)

An eligible employee shall be provided with non-occupational accidental death and dismemberment coverage in the amount of \$20,000.00.

Effective 1st of the month following date of ratification coverage will be in the amount of **\$22,500.00.**

Effective July 1st, 1989 • \$25,000.00.

iii) Retiree Life Insurance

An employee who retires early or at normal retirement date shall be eligible for Retiree Life Insurance in the amount of \$2,500.00 paid by the Company.

For new retirees, as of the 1st of the month following date of ratification coverage will be in the amount of \$4,000.00.

A) Dependent Coverage

Effective the first of the month following date of ratification, the Company will provide dependent life insurance at employee cost on the following basis.

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

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

3. Health Insurance Coverage (Retirees)

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

Premium Deduction for Retirees

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

iv) Weekly Indemnity

An eligible employee shall be provided with Weekly Indemnity coverage of 70% of basic weekly earnings up to a maximum of \$339.00, payable from the first day of accident or hospitalization or the fourth day of sickness. Such payments to be made for a maximum of 52 weeks.

Effective July 1, 1989 the maximum will be increased to \$350.00 or U.I.C. maximum whichever is greater.

Effective July 1, 1990, the maximum will be \$365.00 or U.I.C. maximum whichever is greater.

Medical Certification Fees

The Company will pay medical certification fees by compensating an employee for the full fee charged by a physician for the completion of a medical certificate of illness or injury, if such certificate is required by the Company to support an employee's claim for benefits under Weekly Indemnity. Payment will be initiated upon production of a formal receipt from the attending physician.

See Appendix "C" for details of the Weekly Indemnity benefit.

v) Long Term Disability (LTD)

The LTD Plan is established and provides for the following:

Benefit - 50% of basic monthly earnings up to a maximum of \$1,300.00.

First of the month following date of ratification the maximum will be increased to \$1,500.00 for employees actively at work.

See Appendix "A" for details of the Long Term Disability Plan.

vi) Health Coverage

Major Medical

The maximum benefit payable under the major medical plan is \$10,000.00.

Deductible: \$25.00.

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

Treatment by a Provincially Licensed Chiropractor up to \$15.00 per visit and up to \$25.00 per disability for x-rays, subject to a maximum of \$300.00 per calendar year. No benefits will be paid while the individual is entitled to similar benefits under any provincial health plan.

Treatment by a Provincially Licensed osteopath, Naturopath, Podiatrist or Christian science Practitioner up to \$7.00 per treatment and up to \$25.00 per disability for x-rays but not more than 30 visits in any calendar year for each type of practitioner. However, no benefit will be paid for any charges in excess of \$7.00 per treatment and no benefit will be paid while the individual is entitled to similar benefits under any provincial health plan.

Vision Care

Effective July 1, 1989, for all employees actively at work, the Vision Care Plan will be implemented:

Vision Care expenses incurred by an employee and/or his covered dependents are eligible when recommended by a physician or an optometrist as follows:

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

vii) Dental Plan

- a) Module I
 - basic coverage
 - no deductible
 - percentage payable 80%
- b) Module 2
 - major restorative
 - no deductible
 - percentage payable 50%
- c) Module 3
 - Orthodontics
 - no deductible
 - percentage payable 50%

- \$500.00 maximum lifetime benefit per individual, increased to \$1,000.00 maximum effective August 1, 1988 for employees actively at work.

Eligible expenses re-imbursed based on the 1987 Dental Fee Schedule.

Effective April 30, 1989 based on the 1988 Dental Fee Schedule.

Effective April 30, 1990 based on the 1989 Dental Fee Schedule.

Effective April 30, 1991 based on the 1990 Dental Fee Schedule

See Appendix "B" for details of the Dental Plan.

viii) Cost Sharing

The Company shall pay the premium cost for the Group Insurance Plan up to rates in effect to June 30, 1991.

ix) provincial Medicare Plan

The Company will pay the prevailing premium rates for O.H.I.P. established up to the rates in effect to June 30, 1991.

ARTICLE 31 - PENSION PLAN

The Pension Plan for Unionized Employees is a successor plan which became effective January 1, 1963. Participation in the Plan is voluntary and the Plan is administered by a Joint Pension Board in accord with the terms and conditions of the Full Text of the Plan.

ARTICLE 32 - JURY DUTY

The Company shall grant leave of absence without loss of seniority to an employee who is required for jury duty, crown witness duty, or subpoenaed witness. The employee shall be

paid the difference between the pay received for such service and the straight time pay actually lost.

To qualify for this payment, an employee must provide the employer with a written statement from the appropriate court office showing the dates and times for such jury, crown witness **service** or subpoenaed witness service and the amount of pay **received** for such services.

ARTICLE 33 - AUTOMATION & TECHNOLOGICAL CHANGE

The Domtar Industrial Conversion Plan (D.I.C.P.) is designed to assist employees displaced permanently from a plant or mill as a direct result of industrial conversion and Local 393 of the Canadian Paperworkers' Union is a participating Local. Affected employees eligible for benefits under D.I.C.P. are bound by the terms of the plan and its administration by the joint committee.

a) The Company will advise the Union as soon as possible and in any case not less than ninety (90) days before the introduction thereof, of any technological changes and/or automation which the Company has decided to introduce, that will result in significant changes in the employment status of employees. Information necessary for a constructive discussion of these matters will be made available to the Union.

b) An employee who is permanently set back to a lower paid job because of technological change or automation, will receive the rate for his permanent job at the time of the setback for a period of six (6) months and for a further period of six (6) months he will be paid an adjusted rate which will be mid-way between the rate for his permanent job at the time of the set-back and the rate of his new **permanent job**. At the end of this twelve (12) months period, the rate for his new permanent job will apply.

c) When paragraph [a] is implemented there will be a review of the rates and/or **crowding**.

Ken a function has been substantially changed a new function or new responsibility is added, a revised or new rate will be established in accordance with Article 28.17.

d) The Company agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effect on employees displaced by such changes. Such measures as early retirement, retraining and transfer to other existing jobs will be considered where seniority and ability warrant such consideration.

A Joint Committee shall be established on Automation at the Etobicoke Plant and shall consist of three persons representing the Union. It shall be the function of the Committee to study the effect of technological changes and conditions in the plant and to make such recommendations as are agreed upon to the Plant Manager to ensure that the interests of the Company and of employees are fairly and effectively protected. Normally a Committee would go into action when advised by Plant Management that it has been decided to introduce some technological change or aspect of automation.

ARTICLE 34 - TERM OF AGREEMENT

1. This Agreement shall become effective on July 1, 1988 shall remain effective until June 30, 1991 and thereafter shall be automatically renewed from year to year, unless in any year within ninety (90) or at least thirty (30) days preceding the date of expiration for this Agreement, a written notice is given by either party to this Agreement to the other party, informing the latter that it wishes to terminate or amend this Agreement or to negotiate a new one.

2. In such event, negotiations for a new Agreement or amendment to the existing Agreement shall take place between the parties within fifteen (15) days after the receipt of such notice.

SIGNED THIS _____ DAY OF _____ 1989 IN THE
CITY OF TORONTO FOR:

THE UNION

THE COMPANY

G.O. Buccella

R. Stratton

A. Talarico

I. Roberts

D. Maio

D. Lindo

J.K. Morris

C. Langley

SCHEDULE "A" - RATES OF PAY**ETOBICOKE**

	July 1/1988	July 1/1989	July 1/1990
General Help	13.44	13.89	14.52
Janitor	13.74	14.19	14.83
Stock Mover	13.74	14.19	14.83
Slitter Helper	13.74	14.19	14.83
Part. Slitter Slotter Helper	13.74	14.19	14.83
Stock Sorter	13.74	14.19	14.83
Bundler	13.74	14.19	14.83
Post Glue Catcher	13.74	14.19	14.83
Stock Dispatcher	14.06	14.51	15.16
Machine Opr.-Stitch, Tape, Glue	14.06	14.51	15.16
Die Ink Service Man	14.06	14.51	15.16
Folder Gluer Helper	14.06	14.51	15.16

Shipping Office Clerk	14.06	14.51	15.16
Flexo Third Man	14.06	14.51	15.16
Cascade Feeder/Helper	14.06	14.51	15.16
Ward F.F.G. Helper	14.06	14.51	15.16
Bobst Die Press 3rd Man	14.06	14.51	15.16
Strapping Press Opr.	14.34	14.79	15.46
Lift Truck Operator	14.34	14.79	15.46
Clamp Truck Opr.	14.34	14.79	15.46
Downstacker Opr.	14.34	14.79	15.46
Flap Cutter Opr.	14.65	15.10	15.78
Utility Man-Maintenance	14.65	15.10	15.78
Lead Hand Bundler	14.65	15.10	15.78
Cascade Reliefman	14.65	15.10	15.78
Adhesive Mixer	14.65	15.10	15.78
Utility Man-Stock	14.65	15.10	15.78
Warehouseman	14.65	15.10	15.78
Corrugator Reliefman	14.65	15.10	15.78

	July 1/1988	July 1/1989	July 1/1990
Assistant Shipper	14.65	15.10	15.78
Post Assistant Operator	14.65	15.10	15.78
Part. Slitter Slotter Operator	14.95	15.40	16.09
Flexo Rotary D.P. 2nd Man	14.95	15.40	16.09
Slitter Operator	14.95	15.40	16.09
Corrugator Double Backer	14.95	15.40	16.09
Printer Slotter 2nd Man	14.95	15.40	16.09
Folder Gluer Operator	14.95	15.40	16.09
Utility Man-Stores	14.95	15.40	16.09
Bobst D.P. Ass't Opr.	14.95	15.40	16.09
Cascade Operator	14.95	15.40	16.09
Die Mounter	14.95	15.40	16.09
Oiler	14.95	15.40	16.09
Receiver	14.95	15.40	16.09
Master Die Press Opr.	15.28	15.73	16.44

Die Mounting Machine Opr	15.28	15.73	16.44
Corrugator Knifeman	15.28	15.73	16.44
Post Gluer Operator	15.28	15.73	16.44
Corrugator Operator	15.57	16.02	16.74
Flexo Rotary D.P. Operator	15.57	16.02	16.74
Lead Hand Shipper	15.57	16.02	16.74
Printer Slotter Opr.	15.57	16.02	16.74
Bobst Die Press Opr	15.57	16.02	16.74
Cert. Journeyman Millwright	17.14	17.59	18.38
Boiler Room Man	17.14	17.59	18.38
Electrician	17.85	18.30	19.12
Lead Hand Maintenance Millwright	17.85	18.30	19.12

APPENDIX "A"

Long Term Disability Plan:

The Company shall pay the monthly premium rate of the L.T.D. Plan which shall be administered in accordance with the terms of the insurance policy up to rates in effect to June 30, 1991.

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. Effective Date of Coverage:

Eligibility for these improvements shall only apply to those employees who are actively at work on the effective date thereof or for employees returning from a period of disability on the date they have satisfied the recurrent disability period under the Weekly Indemnity and L.T.D. plans. An eligible employee absent from work due to lay-off at the effective date of the Plan shall be entitled to L.T.D. Plan benefits upon recall on reporting to work. The Company shall have the right to give medical examinations to employees returning from such lay-off to determine their eligibility under the Plan.

3. Qualifying Period:

After 52 consecutive weeks of Weekly Indemnity Benefit.

4. Definition of Disability:

"Disability" shall mean an insured employee who has received 52 weeks of benefits under

the Weekly Indemnity Plan and who is unable, because of non-occupational disease or

accidental bodily injury, to work at his regular occupation or at any other available job in the plant during the next consecutive twelve (12) months, and thereafter is unable to perform any and every duty of every occupation in the plant for which he is reasonably fitted by education, training or experience.

5. Amount of Benefit:

50% of regular straight-time hourly rate multiplied by 2080 and divided by 12 up to a maximum monthly payment of \$1,300.00. The regular straight time hourly rate shall be the classified rate of the employee used to determine Weekly Indemnity Benefits.

Effective the first of the month following date of ratification the maximum will be increased to \$1,300.00 for employees actively at work.

The amount of benefit shall be reduced by any payments made under any government disability plans (except increases in such amounts occurring 12 months or more after disablement), Workmen's Compensation, or any other non-private disability income plan.

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

6. Duration of Benefits to be the earlier of:

- i) A benefit period equal to months of service.
- ii) Age 65.
- iii) The date of retirement.
- iv) The date of death.

7. 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 of disability commenced.

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.

8. Other benefits while on L.T.O.:

i) Group Life Insurance will be maintained on a waiver of premium basis. Upon cessation of L.T.O. benefits in the event of retirement or age 63, the group life insurance will be reduced immediately in accordance with the retiree benefit thereunder.

Installments 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.O. 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 63, whichever occurs first. The \$4,000 coverage will be continued as a retiree life insurance benefit.

ii) Group A.O. & D. coverage will not be maintained while receiving L.T.O. benefits.

iii) Health & Dental Insurance coverage will be maintained in accordance with the conditions applying under the collective agreement.

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

9. Exclusions:

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

ii) An employee on L.T.D. shall not accumulate credit for vacation or holidays.

EXPLANATORY NOTES ON ADMINISTRATION OF LONG TERM DISABILITY PLAN

Item 1 • Re: Qualifying Period:

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

Item 2 • Re: Amount of Benefit:

The amount of benefit shall not be reduced by Disability Pension payments under War Veteran's or Worker's Compensation Legislation if the disability is unrelated.

Item 3 - Re: Benefit Period:

The Benefit Period shall be by year and by month of service. "Year of Service" shall include the period while on Weekly Indemnity.

Item 4 • Re: Exclusion:

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. for future service related benefits.

APPENDIX "B"

DENTAL PLAN

Module 1

- i) Basic Coverage
- ii) No Deductible
- iii) Percentage payable - 80%

ELIGIBLE EXPENSES

Diagnostic

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

- a) Examinations and Consultations.
- b) Radiology and pathological reports as required by the attending dentist.
- c) Full mouth **x-rays** not more often than once every 24-month period.
- d) Bite-wing x-rays once every 6 months.

Preventative 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 including the administration of medication to induce conscious sedation 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 bridgework, removable partial or complete dentures).

Endodontics

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

Periodontics

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

MODULE II

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

ELIGIBLE EXPENSES

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 3 years old and cannot be made ~~made~~ ~~servicable~~,
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 licenced Denturist when practising within the scope of his license.

MODULE III

- i) Orthodontics
- ii) No Deductible
- iii) Percentage Payable = 50%
- iv) \$500 maximum lifetime benefit per individual.

The only treatment eligible is necessary dental treatment which has as its objective the correction of malocclusion of teeth. The maximum lifetime benefit is \$500 per individual. Effective on the first of the month following ratification for employees actively at work, \$1,000 lifetime maximum **as** per above.

1) Eligible Expenses

Eligible expenses under this plan are expenses for dental treatment recommended as necessary by a physician or dentist which are not in excess of the 1987 fee specified in the Dental Fee Schedule of the Province in which the employee resides.

Effective April 30, 1989 based on the 1988 Fee Schedule.

Effective April 30, 1990 implement the 1989 Provincial Schedule of fees.

Effective April 30, 1991 implement the 1990 Provincial Schedule of fees.

2) Effective Date of Coverage

Eligibility for these benefits shall apply only to those employees who are actively at work on the effective date of the plan. If an employee is not actively at work on the effective date of the plan or any amendments thereof, coverage will commence when he returns to work full time. New employees will become eligible for coverage after one (1) year of continuous service.

No employee shall be covered for dental insurance when temporarily laid-off except those for whom a course of treatment has been prescribed and has commenced prior to such lay-off. Benefits will in no case continue longer than ninety (90) days from the date of lay-off.

3) Cost Sharing

The Company shall pay the premium cost up to rates in effect to June 30, 1991.

4) Co-ordination of Benefits

If an employee is insured simultaneously under any other plan which provides benefits similar to those provided under this plan, payments of benefits for that employee or his eligible dependents under this plan will be determined by the Coordination of Benefits provision. The payments from all sources will not exceed the total of actual expenses incurred without exceeding the amount indicated under the schedule of fees.

5) Integration with Government Plans

The plan will not provide like benefits where such are currently being provided by federal or provincial legislation. If, during the life of this Agreement, federal or provincial

governments shall introduce legislation to provide benefits already covered by this plan, the plan shall be amended to as to eliminate said benefits. Any resulting premium savings shall accrue to the Company.

6) Administration

The Plan will be administered in accordance with the terms and conditions of the master policy. The decision as to the choice of administrative vehicle will be made by the Company.

APPENDIX "C"

WEEKLY INDEMNITY

Weekly Indemnity benefits commencing the first day for non-occupational accident or hospitalization and the fourth day for non occupational illness, with benefits payable for a period up to 52 weeks at 70% basic weekly earnings with a maximum benefit at the time of illness of \$339.00 or the UIC maximum whichever is greater.

• effective July 1, 1989, \$350.00 maximum per week or the UIC maximum, whichever is greater

• effective July 1, 1990, \$365.00 maximum per week or the UIC maximum, whichever is greater

Benefits payable to an employee from the Canada/Quebec Pension Plan for the same disability, including retroactive payments shall reduce W.I. by an equal amount.

C/QPP benefits payable on behalf of the disabled employee's dependents shall not be offset. An employee may be required to apply for government disability benefits and will agree to reimburse the Insurance Company for any retroactive payments made while in receipt of W.I. benefits.

Successive periods of disability separated by less than 30 calendar days of full time active employment at the employee's customary place of employment shall be considered one period of disability unless the subsequent disability is due to an injury or sickness entirely unrelated to the cause of the previous disability and commences after the employee has returned to fulltime 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

fulltime active employment. However, should he return to fulltime employment for less than 30 days, the improved benefit will be payable for 52 weeks less the number of weeks of benefit paid prior to the effective date of new coverage.

An amount of disability benefit will not be payable for those days for which the employee received holiday pay, vacation pay, or more than one-half (1/2) day's regular pay from the Company.

The 3/12th portion of the premium reduction (employee's share) under the Unemployment insurance Act shall be retained by the Company.

The Company will pay the premium cost of the Weekly Indemnity Plan.

June 1988

DOMTAR PACKAGING

Corrugated Containers Division

INDUSTRIAL MECHANICAL MILLWRIGHT - APPRENTICE
APPRENTICESHIP TRAINING PROGRAM

(Use of the masculine gender in this document shall be considered also to include the feminine).

1. The purpose of the program is to develop competent industrial Mechanic Millwrights certified by the Manpower Department of the Provincial Government of Ontario: i.e. a recognized qualification throughout Canada and provide future millwrights knowledgeable in all aspects of Corrugated Plant machineries and services equipment.

2. Since the Ontario Government has an approved apprenticeship Program operating through its Ministry of Colleges and Universities - Manpower Department and has included in this program both the educational and extensive shop facilities - this will be the program adopted.

It is the Company's prerogative, within the regulations of the Ontario Government program, to determine the candidates for the above program.

3. The minimum period of apprenticeship training shall conform to the terms of the regulations set down by the Ontario Government, including both the prescribed technical and practical training. All provisions of the Labour Agreement shall be applicable to the apprentices in the program.

4. Applicants for apprentice postings with previous proved training may be placed into

the training program at a level determined by the Apprenticeship Branch of the Ministry of Colleges and Universities - Manpower Department, Government of Ontario,

5. Under the program, apprentices will receive negotiated rates as shown in paragraph 10 of this document - these being step rates with successful completion of each six month module between base labour and journeyman 'A'. The Journeyman 'A' rate will apply at the beginning of the fifth year (assuming there is an opening) as per item 10 (d) hereunder.

Progression through the scheduled rates is subject to successful completion of prescribed theoretical and practical training, and tests.

The schedule of rates applies on date of qualification or as otherwise provided for in Items 10 and 12.

6. Applicants for apprentice postings without any previous proved training of any kind will in all cases be **subject** to the applicant meeting the standards required for acceptance, established by the Company and Apprenticeship Branch.

7. Upon completion of each period of training in the theoretical part of his training at a Government school, the apprentice will be required to pass the test set by the Apprenticeship Branch before passing on to the next level. Practical tests shall be confined to the areas of training received.

In the event of failure to pass the tests, the apprentice will be required to undergo a period of retraining on subject material specified by the Apprenticeship Branch and be re-tested within 12 months. Failure to pass the second time will result in his removal from the Program.

Employees who are removed from the Program will be offered an entry job in the

production area in keeping with their plant seniority.

3. SCHEDULE OF TRAINING AND QUALIFICATIONS

- a) All applicants will be tested as follows:

Two tests will be taken from the Differential Aptitude Tests (D.A.T.) - Mechanical Reasoning and Space Relations. The duration of the tests is about 1 1/2 hours.

The most senior applicants test will be marked first. As soon as an applicant passes the other test sheets from other applicants will be destroyed.

The pass mark is an average of 60 with a minimum of 50 in each test. The pass mark is given on a percentage basis.

- b) Successful applicants (based on tests) will be accepted in the Maintenance Department, from outside the company, for a (90) ninety working day probationary period. During the probationary period he will be paid the first year apprentice rate.

Applicants from the plant will be accepted for a (20) twenty working day assessment period. They will retain their previous rate of pay and job position until they are accepted by the Apprenticeship Branch of the Ministry of Colleges and Universities - Manpower Department, Government of Ontario.

- c) At the end of the probationary period, application for entry into the Ontario Ministry of Labour Apprentice Training Program for the successful applicant will be made -

- i) if the applicant has grade 10 or higher -entry is automatic (applicant must send school record as proof)
 - or
 - ii) if applicant does not have grade 10 minimum he must sit test at Ministry offices.
 - a) if applicant passes test of (ii) above entry is automatic
 - b) if applicant fails test of (ii) above he will be released from Maintenance Department
-) During each year of apprenticeship he shall work at the trade obtaining practical machine shop and on floor machine repair experience under the guidance of Certified Journeyman Millwrights. As he progresses through his apprenticeship he will be permitted to perform more and more work on his own as his experience and competency advances.
-) He will attend school for 3 periods of approximately 200 hours each during his 4 year apprenticeship. He must pass - each year - a test based on the schooling he has taken that year - before continuing on to the next year.
- The apprentice will be allowed to fail only once. Any further failure of any year will terminate his apprenticeship and the apprentice will be released from the Maintenance Department as per Section 7, para. 2.
-) Whilst attending a period of theoretical training at a Government vocational school, the apprentice will receive from the Apprenticeship Branch, allowances and

school expenses, in accordance with the Ontario Government schedule of grants pertaining to Apprenticeship Training. In addition, the employee shall receive from his employer an allowance comprised of the difference between his regular straight time rate based on a 40 hour week and the allowance granted by the Government authority.

- g) Upon successful completion of his term of Apprenticeship and receipt of his Certificate of Apprenticeship issued by the Provincial Government, the apprentice is eligible to write the Government exam to become a Journeyman Millwright. If he passes the test, he will be qualified to accept a **job** posting for Certified Journeyman Millwright. In the case of mechanics, the licence accepted as proof of qualification will be the "Industrial Mechanic Millwright" or "Construction Millwright".

9. **GENERAL**

Apprentices shall be required to acquire and build year by year a tool kit as specified by the Apprenticeship Branch.

The ratio set down by the Ontario Government is one apprentice for the first Certified Journeyman Millwright and one further apprentice for the next three Millwrights.

10. (a) **WAGE RATES:**

Start • Base Labour Rate

Six (6) month steps equally divided over four year period. First half of fifth year to certified journeyman if opening exists.

- (b) The first year first half, rate will become effective on the date the employee joins the plan.
- (c) The first year second half, the second year first half and the second year second half increase will be automatic on their anniversary date of joining the plan providing they are qualified and pass any tests they may be subjected to under the Government of Ontario's Millwright apprenticeship testing procedure.
- (d) The fifth (5th) year rate will be automatic upon obtaining their Licence as a qualified Journeyman Millwright from the Government of Ontario. The increase up to the licenced Millwright journeyman's rate will be retroactive to the anniversary date, providing the candidate is successful in obtaining his licence on his initial attempt at the qualifying test set by the Government of Ontario. If the candidate is unsuccessful on his initial attempt to qualify, however, the increase will apply, with no retroactivity, from the date on which he actually does qualify through passage of a subsequent test.

11. Present employees who have had previous mechanical training or show exceptional ability may start as a second year first half apprentice subject to successful completion of a mechanical aptitude or comprehension test.

12. If an applicant from the plant is accepted into the program as a first year apprentice from a posted position having a rate higher than the second year first half apprentice rate, such applicant's starting

rate in the **program** will be that of a second year first half apprentice. He will continue in the program at this rate until such time **as he** qualifies for progression up the rate structure.

13. Signed and agreed to this _____
day of _____ 1989.

FOR THE UNION

FOR THE COMPANY

Letter of Understanding

Re: Prescription Safety Glasses

- . Company will select supplier.
- . Dispensing fee is employee's responsibility.
- . Prescription fee is employee's responsibility.
- . The employee may attend the Doctor of his/her choice.
- . Metal frames or tinted glasses are not considered safe and therefore are not covered in this provision.
- . Company will establish the lenses and frame styles available under this provision. The frame and lenses may be upgraded at the employee's own expense subject to restrictions in 5 above.
- . Company will provide the requisition form with the styles available to the employee before he/she goes to the supplier.
- . This benefit will be made available no more than once every two years.

STATUS OF NEGOTIATED EMPLOYEES UNDER THE BENEFITS PROGRAMME WHEN NOT ACTIVELY AT WORK

(Note: for the purpose of this study, employees on vacations with pay, on paid Holidays or on paid leave such as jury duty, bereavement, etc., are considered to be actively at work.)

	Life Insurance ● A.D. ● O.	Weekly Indemnity	L T D
Lay-Off	Coverage and premium (with cost-sharing arrangement which applies when actively at work) continues until 1st of the month following thirty (30) days of Lay-off (Automatic reinstatement within six (6) months)	Coverage and premium are discontinued, it continues for employees already drawing benefits	Coverage and premium are discontinued, except for employees already drawing W I or LTD benefits
Strike	Coverage continues provided employee or the Union pays the full cost of the premium	Coverage and premium are discontinued, except for employees drawing benefits prior to strike deadline	SAME AS ABOVE
Dis-ability	Coverage and premium continue after six (6) months, possibility of premium waiver	Coverage and premium continue for the duration of the benefit period	Coverage continues for the duration of benefit period, no premium required
Women's Compensation	Coverage and premium continue after six (6) months, possibility of premium waiver	Coverage and premium are discontinued (Automatic reinstatement)	Coverage and premium are discontinued (Automatic reinstatement - follows W I)
Lvs. of Abs without Pay	Coverage continues but employee pays full cost of the premium. coverage and contributions are discontinued after six (6) months	Coverage and premium are discontinued.	Coverage and premium are discontinued

STATUS OF NEGOTIATED EMPLOYEES UNDER THE BENEFITS PROGRAM WHEN NOT ACTIVELY AT WORK
 (Note: For the purpose of this study, employees on vacations with pay, on paid holidays or on paid leave such as jury duty, bereavement, etc., are considered to be actively at work.)

	Health Plan	Dental Plan	Pension Plan
Lay-Off	Coverage and premium (with same cost-sharing arrangement which applies when actively at work) continue until the first of the month following thirty (30) days of Lay-off	Coverage and premium are discontinued except for those whom a course of treatment has been prescribed and has commenced prior to lay-off. In no case benefits continue longer than ninety (90) days from the date of lay off	Employee's membership is preserved but no contributions are accepted
Ability Strike	Coverage continues provided employee or the Union pays the full cost of the premium.	Coverage continues provided employee or the Union pays the full cost of the premium	SAME AS ABOVE
Compensation	Coverage and premium continue for a maximum period of two years.	Coverage and premium continue for a maximum period of two years	Same as above for employees on WI - Pension benefits accrue for employee on LTD at no cost to him
Workers Dis-	Coverage and premium continue	Coverage and premium continue.	Pension benefits accrue at no cost to the employee
Without Pay	Coverage continues but employee pays full cost of the premium, coverage and contributions are discontinued after six (6) months	Coverage continues but employee pays full cost of the premium, coverage and contributions are discontinued after six (6) months.	Employee's membership is preserved but no contributions are accepted

67