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EFF.	95	11	01
TERM.	96	10	31
No. OF EMPLOYEES	146		
NOMBRE D'EMPLOYÉS	146		

1995 - 1996
TRADE
UNION AGREEMENT
BETWEEN
KIMBERLY-CLARK INC.
"COMPANY"
AND
INDEPENDENT PAPERWORKERS
OF CANADA
LOCAL 123
"UNION"
REXDALE ONTARIO

01375(05)

1. PURPOSE

FOR MEMORANDUM OF AGREEMENT

This Agreement constitutes the entire agreement between the parties and any previous Agreements, Letter of Intent and Understanding whenever made and whether or not reduced to writing are hereby cancelled. Effective upon the signing of the Agreement, the Company's obligations respecting conditions of employment, working conditions and employee benefits are limited exclusively to those specifically set out in the Agreement.

- 1.01 The purpose of this Agreement is to promote the interests of the Company and its employees by operating at maximum economy under conditions which provide for the safety and physical welfare of employees, cleanliness of the plant, protection of property and harmonious relationship between the parties.
- 1.02 It is also the purpose of this Agreement to provide for orderly collective bargaining between the Company and the Union and to prescribe the procedure for the adjustment of any disputes that may arise between them.
- 1.03 This Agreement recognizes as a duty of the parties and of all employees, individually and collectively, full co-operation toward achievement of the purpose of this Agreement and conformance to the terms and conditions set forth herein.

2. RECOGNITION

- 2.01 The Company recognizes the union as the exclusive bargaining agent for employees of Kimberly-Clark Canada Inc., City of Etobicoke, save and except supervisors, temporary supervisors and office staff.

3. UNION SECURITY

- 3.01 Employees who have completed their probationary period (as per Article 23.01) must make application and become members of the Union, and shall remain members in good standing by payment of Union dues as a condition of continued employment.**

4. UNION DUES CHECK-OFF

- 4.01 **The company will during the term of this Agreement deduct from the employee's pay as authorized by the employees and set by the Union, the initiation fee and regular monthly Union dues on a bi-monthly basis and remit the same to the Financial Secretary Treasurer of the Local Union.**
- 4.02 **The Company shall once a month notify the Financial Secretary Treasurer in writing with a list of new hires and the shift they are currently working on.**
- 4.03 **All employees, including summer students, will pay an initiation fee upon completion of their probationary period and will pay regular monthly dues to the Union from the date of hire.**
- 4.04 **The company shall once a month notify the Financial-Secretary Treasurer in writing with a list of new hires and the shift they are currently working on.**

The company will remit all monies owing to Local 1-92-3's Financial-Secretary Treasurer as close as possible to the last day of the same month in which the monies were deducted.

A list consisting of each employes's name in order of employee number (on plant wide basis), the employee's rate of pay and amount of monies shall accompany each month's cheque.

The manias to be deducted shall be certified by la— from the Secretary of the Local Union to the Company. If the Company is advised in writing by the Secretary of the union of a change in the deductions, the Company will then deduct the revised amount from the employees.

- 4.05 **The Union agrees that the Company be saved harmless from all claims which may be made against it by any employee(s) for monies deducted from wages as herein provided.**

5. DISCRIMINATION

- 5.01 The Union agrees that it will neither discriminate against nor deny membership to any employee who has paid or offered to pay, regular initiation fees and dues levied on its membership.
- 5.02 The Company agrees that there will be no discrimination, intimidation or coercion *exercised* or practised against any employee in regards to training, upgrading, promotion, transfer, discharge, layoff, recall, or other working conditions because of race, age, colour, religious belief, sex, nationality, marital status or political or Union affiliation.
- 5.03 Whenever "he" or "she" is used in this contract, it shall apply to either sex.

6. MANAGEMENT'S RIGHTS

- 6.01** The management of the plant and the direction of the working forces, including the right to direct, plan and control plant operations, and to schedule working hours, and the right to hire, promote, demote, transfer, suspend or discharge employees for just cause or to layoff employees because of lack of work or for other legitimate reasons, or the right to introduce new and improved methods of facilities and to manage the plant in the traditional manner is vested exclusively in the Company, subject to the express provisions of this Agreement.
- 6.02** The Company will provide written communications identifying supervisors and their relief in the following manner:
- a) Advise the Union, in advance, and post notice on department bulletin boards advising supervisory changes;
 - b) Advise the Union, in advance, and post names and time of all supervisory substitutes.

7. UNION REPRESENTATION

7.01 The Company will, once a month, meet with representatives of the Union to discuss matters of interest raised by either of the parties.

7.02 The Union shall appoint a Grievance Committee from the Union membership. However, no more than three (3) members of the committee plus the steward involved in the grievance may attend meetings at the second stage, and four (4) members plus the steward, if the Union deems necessary, may attend meetings at the third stage when following the steps of the Grievance Procedure.

7.03 The Company shall recognize a Union Negotiating Committee not exceeding six (6) in number.

7.04 The wages of local union members absent due to union business will be paid as if they were at work, and the local union will reimburse the company subject to Article 7.07. The local union will provide the Company with a letter identifying the names of those to be paid and the days involved.

The Company will pay for the premium time involved for the substitution of members of the local union as it relates to articles: 7.01 and 7.03. In all other cases, the local union will reimburse the Company for all overtime costs caused by the union members absence.

7.05 The Company will provide a locked bulletin board. The Union will designate one person to look after the bulletin board. Permission to post notices will only be required for material other than normal business notices.

7.06 The Company will allocate a locker in an area accessible to both male and female employees for Union records.

7.07 Union officials shall not leave their place of work nor neglect their duties to conduct Union business without having first secured permission from their supervisor and such permission shall not be unreasonably denied.

7.08 Members of the grievance committee will be allowed a reasonable amount of time away from their jobs in order to attend to grievances. Such times will be denied to the individual person involved if the time allowed is abused.

7.09 The Union shall notify the Company in writing of the names of the Stewards, not to exceed eighteen (18) in number in addition to a chief Steward and a sub-chief

Steward, and the appropriate group each represents and of any changes in the same before the Company shall be required to recognize them.

- 7.10 A new employee will be introduced to his Union area representative provided the representative is available. The company will provide the Union with a list of hires and releases by department monthly.
- 7.11 Any Union official can arrange with his supervisor to use his office for employee problems at a time that is mutually satisfactory.
- 7.12 There shall be no distribution of hand bills, pamphlets, or other forms of literature, no solicitation of employees, no collection of dues or similar activities on company property without written authorization by management and such permission shall not be unreasonably withheld.

8. STRIKES AND LOCKOUTS

- 8.01 The Company, Union and its members, individually and collectively agree that there shall be no strikes, lockouts, walkouts, slow-downs, or interruptions of work or the operations of the Company during the life of this Agreement.

9. HEALTH AND SAFETY

9.01 The safety and well being of ail employees is a major consideration in the operation of the Rexdale mill and must be maintained in balance with quality, morale, cost and production. The company is committed to maintaining a comprehensive health and safety program aimed at the protection of our employees and the Company's physical assets.

The Company shall institute and maintain reasonable precautions for safeguarding the health and Safety of all employees, and all employees are expected to co-operate in the implementation thereof. Both the Company and the Union recognize their mutual obligations to assist in the prevention, correction and elimination of all unhealthy and unsafe working conditions and practices.

In support of this stated intention a health and safety advisory committee will be formed, consisting of four representatives from management and four representatives from the Union membership. The purpose of this committee will be to develop safe guidelines and procedures in an effort to minimize accidents and associated costs. Distribution of committee membership shall reflect the total mill operation.

The Company and its employees will continue to do everything reasonably possible to make the mill a safe place to work, and as a minimum will comply with all conditions of the Occupational Health and Safety Act 1978 Regulations for Industrial establishments.

9.02 An employer has a right to refuse unsafe work.

9.03 Safety items that cannot be corrected immediately by the employee should be reported directly to the employee's supervisor. If there is no satisfaction within a reasonable time period, the employee should report to the Superintendent/Manager.

10. ATTENDANCE

10.01 Employees shall report: to work regularly and punctually. Absence and tardiness without notification and good reason are considered indifference to the Company and will be subject to disciplinary action, including discharge.

When an abnormal number of short-term absences are identified as illness-related by the employee, upon prior written notice from the supervisor, the employee will be required to produce a doctor's certificate on future occasions.

When an employee is identified as having a history of abnormal absences, for any reason, the executive of the Union will be notified. A meeting will be held with one (1) or two (2) union representatives to assess the magnitude of the employee's problem. In an effort to correct the problem consideration will be given to granting a leave of absence in accordance with Article - 24²¹. This shall not restrict the employee from receiving their full entitlement under Articles ~~24~~^{21, 22} and ~~25~~^{23, 24}, Weekly Indemnity and Long Term Disability of this Collective Agreement.

10.02 Employees shall remain on the job at their place of work until relieved, If the employee held over requests relief, the company will after a thirty (30) minute grace period, relieve him within two (2) hours after the start of the overtime. In such cases, if necessary, the Company will provide transportation. Employees requesting relief will only be held beyond the two (2) hours when necessary for the operations of equipment if the Company has been unable to relieve the employee in accordance with Article ~~24~~.

10.03 Employees tardy in relieving other employees on the previous shift will be subject to discipline.

10.04 Employees not giving at least two hours notice of intended lateness or absence will be charged with an unexcused absence, if extenuating circumstances can be shown. Employees may be sent home if a replacement has been called in and no other appropriate work is available for them.

10.05 An employee who must be absent from work shall apply to his supervisor, if unavailable, the department supervisor, at least one day prior to the contemplated absence so that if permission is granted, proper arrangements may be made.

- 10.06 If an employee has been absent, he shall give his supervisor, if unavailable, the department supervisor, at least one working day's notice of his intention to return so that management may make the necessary crew adjustments. otherwise the *employee* may be required to lose further time from work until the adjustments are accomplished. If a returning employee is unable to report his/her intention of returning to work before the weekly schedule is finalized at 3:00 p.m. on Friday, it may be necessary to assign them to work other than their regular job for the balance of the week for eight (8) hour scheduled employees (for twelve (12) hour scheduled employees - the balance of that particular work cycle).
- 10.07 Employees who are injured at work will not be denied the request to see a doctor, and if sent home the employ.. shall be paid at their regular rata for the balance of the shift on which the injury occurred.

10.08 **Return to Work**

INTENT:

The purpose of this instruction is to provide the re-entry of an employee to the workforce, after recovery from an illness or an injury, with a minimum of disruption to work schedules and inconveniences to fellow employees.

PROCEDURE:

1. An employee who has been absent from work due to an illness of less than two (2) weeks duration shall:
 - (a) Notify his supervisor of his/her intention to return to work in accordance with Article 10.06 of the Labour Agreement.
 - (b) Providing the absence has been four (4) days or more or in reference to Article 10.01 of the Collective Agreement. A completed Weekly Indemnity form or a doctor's certificate indicating their ability to work shall be presented to the nurse or Human Resources Department on or before the day they return to work.
2. An employee who has been absent from work due to:
 - (a) on-duty or off-duty disabling injury;
 - (b) a surgical operation;
 - (c) a communicable disease;
 - (d) an illness for a period of two (2) weeks or more;

will call the Medical Centre in person no later than 3:00 p.m., one working day prior to the intention of returning to work.

At the time of reporting to work, the employee must present a note or completed weekly indemnity form, signed by his/her doctor or specialist, indicating ability to return to normal duties and/or return to work indicating any activity limitations.

If there are no limitations to the employee's activities, the nurse will advise the employee's supervisor and the Human Resources Department that the employee is fit, and the day he/she will be able to return.

If the employee is limited to certain activities, the nurse, in consultation with the Company doctor will determine if such limitations will result in the employee nor: being able to perform normal duties. Any work restrictions will be communicated to the employee's supervisor and the Human Resources Department, who, together, will determine if there is work available for the employee.

If suitable work is not available, the employee will retain his/her illness status until such time as suitable work is available or until certified able to return to his/her normal duties.

Medical certificates other than those required by the present agreement and requested by an employer will be paid by the Company.

11. GRIEVANCE AND ARBITRATION PROCEDURE

11.01 The Company and the Union believe that differences between employees and their supervisors should, if possible, be settled before the first step of the grievance procedure. Furthermore, it is the desire of the parties hereto that differences which may arise between them be settled promptly and fairly. All agreements reached between the Company and the representatives of the Union shall be final and binding upon the Company, the Union and the employer or employees concerned.

11.02 A grievance under the provisions of this Agreement is defined to be any difference between the parties or between the Company and employees covered by this Agreement involving the interpretation, application, administration or alleged violation of any of the provisions of this Agreement.

It is understood that a grievance filed by the Union shall not include any matter upon which an employee would be personally entitled to grieve and the regular grievance procedure for personal grievance shall not be thereby by-passed.

11.03 If any employee or employees believe they have a grievance, they shall proceed as outlined herein. Employees shall continue to follow the instructions of the supervisor while a grievance is being processed. This clause does not negate Article 9 - Health and Safety.

11.04 When an employer has a problem or complaint, he shall first request a discussion of the problem or complaint with his supervisor either personally or together with his steward within 10 days of the occurrence or origination of the problem or complaint. Request for such discussion will be granted within twenty-four (24) hours.

No grievance shall be filed or considered under the grievance and arbitration provisions of the Agreement unless it has been filed or presented within ten (10) days of the discussion of the problem or complaint with his supervisor.

Note: When an employee is to be disciplined, a steward or committee member will be notified to attend such meeting.

11.05 STEP 1 The grievance stated in writing shall be presented to his supervisor who will arrange a meeting with the aggrieved employee and his steward and another

member of management if he so selects, within forty-eight (48) hours of receiving the grievance. The supervisor's decision will be stated in writing within forty-eight (48) hours of the meeting. If no agreement is reached then:

STEP 2 The grievance stated in writing shall be presented to the appropriate Manager by the Union grievance committee within ninety-six (96) hours after receiving the decision from Step 1.

Upon receipt of the written grievance, a meeting will be arranged within five (5) days with the grievance committee and within five (5) days of that meeting, a decision in writing shall be given to the grievance committee. If no agreement is reached then:

STEP 3 The Union President or his alternate, shall, within five (5) days of receiving the decision from Step 2, refer the grievance in writing to the Mill Manager or his representative.

The Mill Manager or his representative shall within five (5) days of receipt of the written grievance, schedule a meeting. At this meeting the Mill Manager and the Union President, along with the grievance committee, may be assisted by any others in an effort to resolve the outstanding grievance,

A decision in writing will be given to the Union President within five (5) days of the meeting. If no agreement is reached, then:

STEP 4 The grievance will be referred to the director, Human Resources or his representative who shall within five (5) days of receipt of the written grievance, schedule a meeting with a local representative of the Union. At this meeting, the above mentioned officials as well as the grievance committee, shall meet in an effort to resolve the dispute along with any others who may assist them in reaching a settlement. A decision in writing will be given within five (5) days of said meeting.

If the grievance is not settled by the prescribed grievance procedure, the issue may be submitted to arbitration provided that the party initiating such proceedings shall so inform the other party, in writing, within twenty (20) days after adjournment of the meeting held pursuant to step 4.

11.06 Within ten (10) days after notice has been s—
pursuant to the Grievance Procedure, the Company and the
Union may agree upon a single arbitrator or a board to
hear the matter. If the parties cannot agree that a
single arbitrator or a board will hear the matter then
a board will be set up to hear the issue. The board of
arbitrators shall consist of the Union's nominee, the
Company's nominee and a chairman selected from the
following list:

Mr. Harold Brown
Ms. P. Picher
Mr. K.A. Hennigan
Mr. R. McDowell

The chairman of the arbitration board shall be selected
in the listed order as arbitration cases are established.
If the person is unable to hear the case in question
within a reasonable period of time then the next person
on the list shall be asked. Both parties must agree
before a person can be by-passed.

11.07 When either party requests that a grievance be submitted
to arbitration, it shall make such request in writing
addressed to the other party of this agreement, and at
the same time, name their nominee to the board. Within
ten (10) days after the date of delivery of the foregoing
notice, the other party shall appoint its nominee to the
arbitration board. In the event that either party shall
fail to appoint a nominee to the Arbitration Board within
the time limits provided, the other party may request the
Minister of Labour of the Province of Ontario to appoint
a nominee on behalf of the defaulting party.

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

After the Arbitration Board has been formed 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.

The Arbitration Board is to be governed by the following
v i s o r

- 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 and upon
any employee or company affected by it:
- B) The decision of the majority is the decision of an
Arbitration Board and if there is no majority, the
decision of the chairman governs;

- C) The Board shall determine it's own procedure but shall give full opportunity to all parties to present evidence and make representations;
- D) The Board shall not have the power to altar or amend any of the provisions of this agreement;
- E) The Board shall have the power to modify penalties.
- F) Tho Board shall have jurisdiction to determine whether a grievance is arbitrable.

Each party shall pay its own costs and the fees and expenses of its nominees. The fees and expanses of the chairperson shall be shared equally between the parties.

12. DISCHARGE & DISCIPLINE

- 12.01 When an employee is to be discharged, a member of the Union executive will be notified and, if necessary, the grievance procedure can be waived in favour of an immediate meeting with the Mill Manager or his accredited representative. If no agreement is reached at this meeting, and a grievance is filed, the grievance procedure will commence at Step 3.
- 12.02 A claim by an employee, who has completed his probationary period, who believes he has been disciplined without just causa, may be treated as a grievance.
- 12.03 When the Company disciplines an employee, it will give the Union representative a copy of such discipline, A copy of the discipline will be sent to the Secretary of the Local.

13. HOURS OF WORK

- 13.01 a) Normal hours of work will be forty (40) hours per week and eight (8) hours per day or shift for employees who work a five (5) day schedule. The work week will commence Sunday at 11:00 p.m.
- b) Normal hours of work for employees on a seven (7) day schedule will be twelve (12) hours per day or shift. The work week will commence Sunday at 7:00 a.m.

The normal work week referred to herein shall not be construed to guarantee any employee any specific number of hours per day or per week.

- 13.02 Employees shall be entitled to two ten (10) minute rest periods during each shaft.

On each 12 hour shift, there will be two (2) ten-minute paid relief periods and two (2) twenty-minute paid lunch periods.

- 13.03 Except for employees working on a rotating 3-shift schedule, a mealtime (an unpaid half-hour) will be observed within each eight and one-half (8 1/2) h— periods. Employees working on a 3-shift schedule will be expected to relieve one another for a twenty (20) minute meal period taken on Company time during their regular eight (8) hour shifts.

An employee required to work overtime (two hours or more) will be allowed an extra 10 minute paid rest period.

If the extra rest period is not taken at the end of the normal or regular shift, it will be granted at the beginning of the overtime period.

- 13.04 On eight (8) or twelve (12) hour shifts personal reliefs will be organized on a crew basis and co-operation between all employees will be expected. If no relief is available, the machine may be shut down.

- 13.05 1. Employees working a five day operation who are required to relieve employees working a seven day operation may be required to work a combination of 8 and 12 hour shifts.

2. Where an employee works at least 1 full 12 hour shift, the employee will receive the 30 cents/7 day premium for all hours worked in that work week.
3. In the event that an employer is scheduled to work a 5-Day Operation work schedule and the employee's work schedule is changed after 3:00 p.m. Friday, to require him to relieve a 7 Day employee, the employee will receive 1-1/2 times his regular rate of pay for all hours worked beyond 8 hours on any given shift. In this instance the 30 cents/7 Day premium will not apply.

FOR MEMORANDUM OF AGREEMENT ONLY

An employee may request an additional day off when transferring from an eight hour to a twelve hour operation and vice versa.

- 13.06 Employees wishing to leave the plant during the unpaid lunch period will be required to punch out.

14. SHIFT DIFFERENTIAL

14.01 Eight (8) hour employees, scheduled to work on the "B" shift, will be paid a differential of forty-two (42) cents. (Effective November 1, 1992, forty-three (43) cents).

Eight (8) hour employees, scheduled to work on the "C" shift or night shift will be paid a differential of fifty-seven (57) cents. (Effective November 1, 1992, fifty-eight (58) cents).

Twelve (12) hour employees, scheduled to work "night" shift, will be paid a differential of sixty-six (66) cents. (Effective November 1, 1992, sixty-seven (67) cents).

14.02 Day workers and employees on the "A" shift or day shift will not be paid shift differential.

14.03 Shift differential is added to the rate after overtime premium has been calculated.

15. OVERTIME PROVISIONS

15.01 GENERAL

- a) **The company shall consider personal reasons for an employee declining to work overtime in accordance with the overtime provisions providing the Company reserves the right to require such overtime of an employee up to four (4) hours in a normal work week.**
- b) **When the junior employee is compelled to accept a temporary assignment outside his own department, that employee will remain on the list of his former department and classification for overtime purposes for a period of two weeks and will then be added to the bottom of the list in the new department classification.**
- c) **No employee will work more than sixteen (16) consecutive hours except to comply with Article 10.02 of the agreement to a maximum of eighteen (18) hours.**
- d) **When an employee has to be trained on overtime, the trainee may work the overtime regardless of the overtime rules.**
- e) **Regularly scheduled days of rest shall be those posted in the weekly schedule.**
- f) **When an employee is requested to attend meetings initiated by management, he shall be paid at his scheduled rate, for the meeting period for any time involved outside of his regular work period. Employees attending such meetings during their regular work period will not be docked for time spent at the meetings, Typical of such meetings are those convened to discuss safety, training, warehousing plans or problems and other management programs. Employees attending grievance meetings or Union Management meetings during their regular work period will not be docked for time spent at these meetings.**

Employees covering for members of the Local Union shall receive premium pay, if outside of their scheduled shift, except that the Call-In Clause 18 will not be utilized.

- g) **An employee who is required to work overtime will be excused by his supervisor provided a qualified substitute is made available by the employee.**

- h) Should the company cancel an **overtime assignment** at **least two (2) hours notice of cancellation** prior to the **start of overtime** will be **given**.
If less than **two (2) hours notice** is given, the employee(s) committed to **overtime assignment** will be offered other available work **equal to the amount** of time and rate of pay that he had previously been requested to work, or the employer may withdraw **from the overtime commitment** at that time. However, if work is not available he shall be paid **four (4) hours** at his scheduled **straight time rate**.

This clause will not be applicable to situations governed by Clause 10.04.

- i) An employee who has previously committed themselves to work an **overtime assignment** may be subject to discipline should he fail to complete the agreed to **assignment, unless reasonable cause** exists for the employee not completing an **assignment**.
- j) **Overtime lists** will be made available to employees.
- k) **Double time** will be paid for all hours worked on a **designated or statutory holiday** specified in **this Agreement**.
- l) overtime shall not be pyramided nor shall more than one basis of calculating overtime be used to **cover the same hours**.

PAYMENT

15.02 DAY WORKERS EIGHT-HOUR SHIFTS

- a) Day workers will be paid **time and one half** for all hours worked outside their regular scheduled **shift** and **double time** will be paid for all hours worked **in excess of twelve (12) hours** in one day (7:00 a.m. to 7:00 a.m.).
- b) When an employee works on his/her **regularly scheduled day or days off** he/she shall be paid **time and one half** for all hours worked on such day.

When the worker's regularly scheduled day off **falls on a Sunday, the hours** worked between 7:00 a.m. Sunday and 7:00 a.m. Monday will be paid at **time and one half** for the first four (4) hours and **double time** will be paid for all hours worked in **excess of four (4) hours**.

- c) if a day worker's schedule needs to be changed after 3:00 p.m. on Friday, he will be paid overtime at the rate of time and one half for the first four (4) hours and double time thereafter, for the first shift worked after the change. This will be without prejudice to the other clauses in this Agreement. A shift change will only be done if there is a need for more than one shift. The employee so transferred shall return to his/her originally scheduled shift at no penalty to the Company, if the employee, he/she is replacing, returns to work during that week.
- d) Any employee that reports for work, at the Company's request, on his scheduled day(s) of rest, shall receive a minimum of four (4) hours pay at straight time rates or premium time for the actual hours worked, whichever is greater.
- e) A "day" worker will only be moved from his scheduled day shift to "B" shift or "C" shift one time in any one scheduled week. Moving from day shift to "C" shift and then returning to day shift constitutes one move referred to above. A "day" worker changed to an "A" shift during the week will work the hours 7:00 a.m. to 3:00 p.m. with a paid lunch. This is not considered to be a shift change, and is outside the one time only per week move.
- f) When an employee wishes to change his/her regularly scheduled days off, s(he) will notify his/her supervisor at least twenty-four hours in advance, if such a change is mutually agreed upon by the employee and his/her supervisor, then the employee will work at straight time rate on the day of days originally scheduled as his/her days off. On the other hand, if s(he) works on the alternate days mutually agreed upon as his/her days off (s)he shall be paid at the applicable overtime rate.

15.03 (A) SHIFT WORKERS' FIVE-DAY SCHEDULE/TWO-SHIFT OPERATION

- a) Shift workers shall be paid at the rate of time and one-half for all hours worked outside their regular scheduled shift and double time for all hours worked in excess of twelve (12) hours in any one day (7:00 a.m. to 7:00 a.m.).
- b) When an employee works on his/her regularly scheduled day or days off he/she shall be paid time and one half for all hours worked on such day.

When the worker's regularly scheduled day off falls on a Sunday, the hours worked between 7:00 a.m. Sunday and 7:00 a.m. Monday will be paid at time and one half for the first four hours and double time will be paid for all hours worked in excess of four hours.

- c) When an employee is required to work overtime and it involves going from a three shift rotation to a two shift rotation, the one half hour between shift will be paid at one and a half times the rate at which the individual will work. This period will include a paid rest period in accordance with Article 13.03. The half hour will not be recognized as time worked for the purposes of calculating overtime hours or the number of hours worked in a twenty-four (24) hour period. The employee will follow the hours of work for the job where the overtime is required.
- d) Exceptions to payment of overtime:
- 1) When such work is caused by change of shifts at the employee's request.
 - 2) When such work is caused by special arrangement between a shaft worker and his mate to exchange shifts or work any part of a shift for one another 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.

15.03(B) **SHIFT WORKERS' FIVE-DAY SCHEDULE/THREE-SHIFT OPERATION**

- a) Shift workers shall be paid at the rate of time and one-half for all hours worked outside their regular scheduled shift and double time for all hours worked in excess of twelve (12) hours in any one day (11:00 p.m. to 11:00 p.m.).
- b) When an employee works on his/her regularly scheduled day or days off he/she shall be paid time and one half for all hours worked on such day.

When the worker's regularly scheduled day off falls on a Sunday, the hours worked between 11:00 p.m. Saturday and 11:00 p.m. Sunday will be paid at time and one half for the first four hours and double time will be paid for all hours worked in excess of four hours.

- c) When an employee is required to work overtime and it involves going from a three shift rotation to a two shift rotation, the one half hour between shifts will be paid at one and a half times the rate at which the individual will work. This period will include a paid rest period in accordance with Article 13.03. The half hour will not be recognized as time worked for the purposes of calculating overtime hours or the number of hours worked in a twenty-four (24) hour period. The employee will follow the hours of work for the job where the overtime is required.
- d) Exceptions to payment of overtime:
 - 1) when such work is caused by change of shifts at the employee's request.
 - 2) When such work is caused by special arrangement between a shift worker and his mate to exchange shifts or work any part of a shift for one another 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.

15.04 SHIFT WORKERS' SEVEN DAY SCHEDULE

- a) Regular straight time rates shall be paid for all hours worked in each twelve (12) hour shift.
- b) Time and one half shall be paid for all scheduled work performed between the hours of 7:00 a.m. Sunday and 7:00 a.m. Monday.
- c) Double time shall be paid for all hours worked at—twelve (12) hours on Sunday.
- d) Shift workers called on duty on their scheduled day or days off shall be paid time and one half for all hours worked and double time for all consecutive hours worked in excess of twelve (12) hours.

No employee will work more than a maximum of sixteen (16) consecutive hours including regular and overtime hours.

- a) Shift workers held over shall be paid time and one half for all hours worked outside his/her regular scheduled shifts (excluding Sundays), up to a maximum of sixteen (16) hours.

f) **Exceptions to payment of overtime:**

- 1) **When such work is caused by change of shifts at the employee's request.**
- 2) **When such work is caused by special arrangement between a shift worker and his mate to exchange shifts or work any part of a *shift* for one another 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.**

15.05 **The Guidelines will be inserted in the back of the book providing time permits before the contract booklets are printed.**

16. MAINTENANCE OF RATE

- 16.01 **Should it be necessary to schedule or reassign an employee to another job, the employee will be paid his bid job rate or the rate of the job performed, whichever is higher. In the event of a cutback the rate will be maintained for four (4) weeks from the data established under Article 22.03. However, maintenance of rate as defined above will not apply in the case of an employee who having been temporarily assigned (six (6) months or less) to a higher rated job is being returned to his regular paying job. There will be no maintenance of rate for either demotion or job failure provided demotion is for reasons other than scheduling and job failure is during the sixty (60) day trial period or when an employee fails himself.**
- 16.02 **If employees with two (2) years or more of service with Company are demoted, due to modifications of existing equipment or to the addition of new equipment, in an operating department which results in a reduction of the crew in the department, rate will be maintained for those in the job affected, subject to the following conditions:**
- (a) **The red circle rate is the differential established at the time of the change.**
 - (b) **If an employee drawing a red circle rate is offered a promotion to a job paying a rate higher than his present job, or equal, or higher than his old occupation the red circle rate is reduced or eliminated if he refuses the promotion except for legitimate reasons.**
 - (c) **If at any time the new job receives a local adjustment that closes the gap in part or full, the red circle rate is reduced accordingly.**
 - (d) **All personnel drawing red circle rates will receive 50% of any general wage increase until the red circle rate is abolished.**
- 16.03 **The Company will advise the Union in advance, as far as possible, with a minimum of sixty (60) days, of any significant technological changes affecting the employment status of employees.**

The company agrees to advise the Union of the effect of such significant technological changes on the employment status of employees, and to apply practical ways and means of minimizing the adverse effect on employees displaced by such changes. Such measures as early retirement, retraining and transfers to other existing jobs will be considered.

17. REPORTING ALLOWANCE

- 17.01** An employee who reports for work on time at the beginning of his normal work schedule and finds that his schedule has been changed or that no work is available and no reasonable effort has been made to notify him, shall be assigned to any available work for four (4) hours or more at his scheduled rate and he will be required to a—— it. However, if work is not available he shall be allowed four (4) hours at this scheduled rate and he may leave the mill.
- 17.02** Reporting allowance for 12-hour employees will be six (6) hours at the scheduled rate as per Article 17.01.

18. CALL IN ALLOWANCE

18.01 If an employee is called into work after he has gone home for the day and is required to make a second round trip to the mill or is called in to work on his scheduled day off, he shall receive a minimum of four (4) hours pay at his regular straight time rate or premium time for the actual hours worked, whichever is greater. This clause does not apply when an employee is called in to remove his safety lock.

When requested to do work in a department other than the one related to the call-in, a second call-in will be paid and an additional call-in will be paid for each unrelated department.

18.02 Any dayworker, called in, who works two hours or more after midnight, shall receive time off at straight time rate to the extent of one half of all time worked between midnight and 7:00 a.m. providing he is scheduled to work at 7:00 a.m. the following day and reports at the deferred starting time.

The employee may request to have his sleep time taken at the end of his normal shift in which case he must report at the scheduled starting time.

19. TEMPORARY VACANCY

- 19.01 Short: term vacancies and assignments (two weeks or less) and all vacation replacements in the department will be filled in the following manner:
- 1) By utilizing spare employees .
 - 2) By utilizing "advanced operations" employees from the mill as a whole as specified under Article 20.02.
 - 3) By voluntary upgrading (exception 19.03 and 19.04) on shift within their department.
 - 4) By rearranging schedules.
 - 5) By overtime in accordance with Article 15 - Overtime Provisions.
- 19.02 Temporary vacancies or temporary assignments of more than two (2) weeks but less than six (6) months (except for vacations), will be offered by seniority to trained employees within the department classification first. If not filled, then by seniority in the department classification immediately below where the assignment occurred provided employees are trained to do the job in question.
- 19.03 If everyone refuses then the most junior trained employee in the department, in the classification immediately below the classification where the vacancy exists, must take the vacancy or assignment.
- 19.04 If there are no trained employees in the classification immediately below, then the most junior trained employee in the same classification where the vacancy exists will take the assignment.
- 19.05 If 19.03 and 19.04 are not applicable since there are no classifications involved i.e. vacancies in a new department, then the classifications will be posted mill-wide on a temporary basis and the vacancy posting sections of this contract will apply.
- 19.06 Employees refusing to take short term vacancies or assignments shall not be restricted from applying for a classification bidding in accordance with Article 21.02 (a).

20. **TRAINING**

20.01 Training periods are not to be considered as temporary vacancies or temporary assignments. A training assignment will be offered to the senior employee within the classification immediately below the classification of the training assignment. If the senior employee declines the training assignment, the next senior employee will be asked until someone accepts the training assignment or until everyone has been asked in the department.

If everyone refuses, then the most junior employee(s) in the department must take the training assignment(s).

20.02 Employees may volunteer for training outside of their posted departments and once training is successfully completed on any job position outside of their posted department then these employees may be used, at the Company's discretion, for "advanced operations" situations even if their posted job position is still in operation at the time they are required.

It is understood that training done for the flexibility of "advanced operations" situations will not count in the selection of job applicants when applying for a job classification bid from one department to another, but his seniority will apply as an unqualified applicant.

20.03 The Company will establish "normal" training times and will advise employees when training has been completed.

20.04 An employee who has completed his probationary period and is training on a higher rated classification will maintain his previous rate for the training period, but will receive the full classification rate where he performs that classification alone.

21. **PERMANENT VACANCY**

21.01 **Three-Part Memos**

- A) When a permanent vacancy exists, it will only be bid after three-part memos on file, for the vacant job within that classification are satisfied.
- B) Employees in the same classification and in the same department will not be permitted to bid on a posting in the same classification just to change shifts or jobs within a classification. The Maintenance Department will be allowed to change area by bid only (Production, General Plant, Shift Operation).
- C) To change shifts and/or jobs (except Maintenance Department), the employer must file a three-part memo with Human Resources. This memo must indicate shift and/or job for which transfer is being requested. This request must be renewed if not exercised within six (6) months. The senior employee will be offered the shift and/or job change.
- D) Should an Inspector-Operator desire a department change, or should an employer wish to regress to the Inspector-Operator classification, he may file a request on a three-part memo with Human Resources for a vacancy in the department of his choice. This request must be renewed if not exercised within six (6) months. This memo will state the department and shift. The employee will be offered the transfer as soon as the position opens up. The company will not hire from the outside to fill an Inspector-Operator classification where a three-part memo has been registered. The employee and the Union will be given a copy of the memo. If there is more than one memo for the same department, the senior applicant will be offered the vacancy.

21.02 **Job Posting**

- A) A job bid is the classification being applied for (in accordance with Article 42 - Rate schedule and Job classification) except Inspector-Operator and Tradesman Apprentice.
- B) A classification is a group of jobs within a particular department at the same rate of pay.

- C) Posted shift is defined as the shift where the vacancy exists at the time of the posting and will be provided for information purposes only. Vacancies will not be rebid if shifts change after filling.
- D) A vacancy where an incumbent is recognized in the job will not be posted except in the case of 21.11 - Trial Period.
- E) When a permanent vacancy occurs in any classification except Inspector-Operator, Tradesman and Tradesmen Apprentice, a notice will be posted for a period of seventy-two (72) hours, excluding Saturdays, Sundays or statutory holidays, inviting applications.
- F) Job bids will indicate the vacant job classification, the vacant job position, the rate of pay. This will be considered the successful applicant's bid job. In addition, the additional trial period position will be indicated on the job bid,
- G) To be eligible for a bid the following rules apply:
- 1) Employers must have completed their probationary period and trial period.
 - 2) Must take training assignments in the classification above,
 - 3) Tradesmen must be in possession of a valid provincial license.
- H) When a permanent vacancy occurs in the Maintenance Department (General Plant, Production, Shift Operations) a notice will be posted for seventy-two (72) hours excluding Saturdays and Sundays. The senior applicant from the other two areas will be awarded the posting. Should there be no applicant from within the department, the position will be awarded to the senior qualified applicant from within the mill. For Maintenance Department employees only, there will be no trial period. The posting will be finalized within ten (10) days of the end of the seventy-two (72) hours.
- 21.03 A) A permanent vacancy will be filled with the senior applicant from within that department subject to the eligibility section 21.02 and the restrictions section 21.05.

- B) Should there be no applicant from within the department, for vacancies above the Serviceman's or Warehouseman 'B' level, the position will be awarded to the senior qualified applicant from any department in the mill.
- C) Should there be no qualified applicants, than the senior applicant will be trained subject to the eligibility section 21.02 and the restrictions section 21.05.
- D) A permanent vacancy at the Serviceman or Warehouseman 'B' level will be awarded to the senior applicant from within the mill subject to the eligibility section 21.02 and the restrictions section 21.05.

21.04 A) The posting results will be announced (posted on bulletin board) no later than ten (10) days of the closing date. The successful applicant will be approached at least twenty-four (24) hours prior to the announcement of the result to declare his intentions.

8) In the event that the successful applicant refuses, or fails during the trial period, it will be filled with the next applicant on the bidding list, using the same application of rules.

C) Transfers will be made after suitable replacements have been trained on the job in question (the one left vacant as a result of the successful applicant) provided the training commences no later than ten (10) working days after the final job posting has been completed, unless extended by mutual agreement.

21.05 Restrictions

A) An employee who has obtained a department change will not be allowed another department change for a period of one year except in the care of Article 21.11.

B) A tradesman, who has obtained an area change (General Plant, Production, Shift Operations) in the Maintenance Department, will not be allowed an ——— change in the same job for a period of six (6) months except in the case of Article 21.05(C) or in the case of a steady day job opening up in the Maintenance Department.

C) Any of the following occurrences will restrict an employee from further changes for a period of six (6) months:

2) **successful bidder refuses the job when approached as the successful applicant.**

It is understood that the one (1) year or six (6) month restrictions will not run consecutively and such restriction will not exceed twelve (12) consecutive months.

If no eligible applicant succeeds, management will entertain those applicants who have obtained a department change within the previous twelve (12) months.

- 0) If the vacant position still remains unfilled, the company will rebid the vacant position. If still not filled after the second posting is completed, the Company may hire from the outside and the newly hired employee will be permanently awarded the job once he has completed his probationary period.

21.06 Trial Period

- A) The successful applicant will be on trial for a period not to exceed sixty (60) worked days in which time he must satisfactorily complete the duties of the two trial period jobs as per the vacancy posting. If the employee proves satisfactory, he will then be confirmed in the new job (which is the job that had to be filled and not the second trial position). The second trial position is only for the purpose of succeeding or failing the actual posting during the trial period. If the employee fails during the trial period or fails himself, he will be returned to his former job at his former rate of pay as well as others who were promoted as a result of the employee's successful application.
- B) Employees who successfully complete their trial period after obtaining a bid job will be required to accept cross training within their departmental classification.
- C) Employees who fail any part of their cross training will not be allowed to exercise any rights to that particular job within that classification, if and when the need arises i.e. cutbacks, layoffs and three-part memos.

21.07 Bid Job Security

- A) When an employee has been **cross** trained, he will only be moved from his bid job to **another** job in the same classification within his **department** in order to maintain mill operations.
- B) For the purpose of this section, "to maintain mill operations" shall mean:
- i) When his machine is **shut down** for any reason, or
 - ii) When there is no other **qualified junior** employee in the department to do the job in the same classification on that particular shift.

21.08 General

- A) An employee absent for any reason may file a job posting request in advance with the Human Resources department for specific postings.
- B) An employee who is absent from work (receiving benefits) or is unable to perform their posted job because of accident or sickness and who has completed the probationary period as per Article 23.01, shall retain his or her posted status for a period of six (6) months.

If the employee is disabled from performing their posted job for a period exceeding six (6) months, the person will no longer be considered posted to their particular job classification and his or her position will be put up for bid on a permanent basis.

Should the disabled employee recover (in accordance with Article 10.08 - Return to Work) after his position has been permanently bid, the employee shall bump the most junior person on their bid job, within their classification and department, that they held prior to their extended absence, provided their seniority will carry them.

Should their seniority not carry, then the employee shall bump the most junior employer in the same classification and department provided his seniority will carry him.

The employee being bumped shall be allowed to exercise his bumping rights in accordance with the Cutback and Layoff procedure in the Collective Agreement.

22. CUTBACK AND LAYOFF

22.01 A cutback is defined as a planned reduction of the department work force for a period in excess of four (4) weeks with or without a layoff.

22.02 CUTBACK

A) When a cutback in a department is necessary, the movement through the lines of regression shall be done by mill seniority so that the most junior employee will be displaced first.

B) In the event that an employee is cutback in his department beyond the Serviceman, Warehouseman "B", Tester, General Plant Utilityman, he will have the right to go to the last job bid which he previously held outside his present department, or a base rate job providing seniority will take him.

Nota: When an employee is cutback beyond the Serviceman level, he may go to any other Serviceman's job provided he has the seniority. Movement through the lines of regression shall be done by seniority in so far that the most junior employee in any job position shall be displaced first.

Example: Most junior Operator "A" replaces the most junior Operator "B" who replaces the most junior Serviceman in that particular department and then any department.

The most junior Inspector-Operator in the department affected will be required to displace the most junior Inspector-Operator in the plant.

C) A cutback is effective on the date the employee is physically moved from the bid job that he holds by bid. In the case of an Inspector-Operator, the cutback is effective on the date the employee is physically moved from the department.

22.03 LAY OFF PROCEDURE

A) If it necessary to reduce the working force, employees with the least seniority will be laid off first provided the remaining employees have the qualifications to perform the work required.

B) In all cases, employees displacing other employees must have the qualifications to do the job in question as they progress down the line of regression until they find a job that they can do.

If a senior employee is being kept on, the redundant employee will be allowed to bump the most junior employee who is on a job which the redundant employee is trained, providing the employee being bumped is trained on a job currently held by the most junior employee in the mill. All of these bumps must be completed without any training costs to the company. If there is a question regarding the employee's training, the employee will be given an opportunity to prove he has the training to do the job in question. Some reasonable familiarization will be afforded the employee.

Once the above procedure has been completed any redundant employees who were unable to find a job by displacement shall, provided they have the training, be placed into one of the open jobs. If the redundant employee is still facing layoff then they can either take the layoff or in order to maintain employment will be trained (thirty [30] days) to fill one of the open jobs. It is understood that the redundant employee must sign the required forms for advanced operations and the redundant employer will be obligated to comply with the terms and conditions of the advanced operation sections of the contract: for a period of twelve (12) months from the date the employee is placed on the open job (s)he has been trained for-

- 22.04 A) Employees will be recalled in order of seniority provided the employees recalled can perform the work required subject to the following:
- i) They have completed their probationary period at the time of the lay-off.
 - ii) Employees with less than one (1) year seniority will have recall rights equal to their seniority. Employees with one (1) year or more of seniority will have recall rights of two (2) years.
 - iii) They report for work within five (5) days of having been notified by Registered mail, of recall; Saturdays, Sundays and the statutory holidays named in this Agreement excluded, unless extenuating circumstances can be proven by the employer.
 - iv) They notify the Company of change of address.

- B) **Employees on lay-off will not lose recall rights if they cannot physically perform the vacant job. However, persons on lay-off who can do the job question and refuse, shall lose their recall rights.**

22.05 GENERAL

A) LINE OF REGRESSION

Rolled Products, Folded Products, Interfolded Products:

**In each department: Operator "A"
 Operator "B"
 Serviceman
 Serviceman (any department)**

**Warehouse: Operator "A"
 Material Handler
 Warehouseman "A"
 Warehouseman "B"
 Head Sampler**

**Maintenance Department: Head Tradesman
 Tradesman
 Utilityman
 P.M. Assistant
 General Plant Utilityman**

Quality Department: Mill Tester

- B) **Once the cutback and lay-off procedures have been completed and if all the jobs available are still not filled, then junior employees who do not have a job will be offered the vacancies and if they refuse, they will be laid-off subject to 22.05.**

22.06 All employees have a right to their bid or regular job on which they were cutback from for a period of one (1) year providing:

- 1) The former job has opened up.**
- 2) The employer has not refused the opportunity to return to the job on a permanent basis at an earlier date.**

22.07 Scheduling

In the event of a cutback, the Company will try to arrange work schedule such that the employee has two (2) days off before commencing the new work schedule.

23. SENIORITY

23.01 New employees will be on probation for the first forty-five (45) worked days (in the case of skilled Tradesmen ninety (90) worked days) of their employment. The termination of a probationer may be for any cause or on any basis which the Company may determine. After having completed the probationary period, new employees will have their seniority from the last date of hire. A worked day is defined as anytime spent on the job within a twenty-four (24) hour period.

Probationary employees will have all rights under this Agreement unless otherwise specified.

Students hired for the summer period of May 1 to September 15 will be hired under the following conditions:

1. Students will not accumulate seniority.
2. Students will not be allowed to bid on vacancies and will not be considered as a recognized incumbent for the purpose of the job posting procedure.
3. Students are hired for summer time replacements and may be used on any job position in any department at anytime, since they hold no seniority rights.

23.02 All reference to seniority in this Agreement shall be interpreted as meaning the length of time in years and months that an individual has been continuously employed by the Company at the Rexdale mill. For the purpose of seniority when its application is the determining factor in the job bidding clause, then seniority is the time spent continuously employed by the Company at the Rexdale mill less the time spent outside the bargaining unit (i.e. Article 23.04). The Company will port a Maintenance department seniority list.

Exception: All reference to seniority in the trades shall be interpreted as meaning the length of time in years and months an individual has been employed in that trade (Electrical, Mechanical).

New apprentices will, once they have completed their program and become tradesmen, have trade seniority from the time they have completed their apprenticeship.

23.03 An employee shall lose all seniority and be deemed terminated if he:

1. Voluntarily quits the employ of the company;
2. Is discharged and is not subsequently reinstated as a result of the Grievance Procedure;

3. Is laid off for longer than his recall rights (see 22.04a(ii)) without being re-hired;
4. Has not completed his probationary period or mor at time of lay-off:
5. Retires.

23.04 An employee who voluntarily accepts a position outside the bargaining unit shall continue to accrue the seniority he would have had, had he not accepted such a position and shall be protected to return to the bargaining unit with such accrued seniority, provided the time he spends outside the bargaining unit does not exceed nine (9) months in total. for initial training purposes only, provided he pays all outstanding dues to the Local Union within the first week when he returns to the bargaining unit.

Once the employee has completed his initial training assignments outside the bargaining unit for the purposes of relief supervision will not exceed six (6) months at any one time, unless mutually extended. The employer may be given formal training as required.

23.05 Employees who have completed their probationary period at the time of lay-off, and who are re-hired within twelve (12) months from the date of lay-off, shall have seniority prior to lay-off included in computing seniority. Time spent in lay-off shall also be included in computing seniority.

23.06 The Company will prepare accurate seniority lists and copies will be distributed to the Union on January 15th, April 15th, July 15th and October 15th. Employees' names will appear on the seniority lists in order of their seniority date. With reference to seniority date, their names will be placed on the list in order of processing by the Human Resources department. Seniority will be indicated by the employee's position on the seniority list.

24. LEAVE OF ABSENCE

24.01 Leave of absence refers to requests by an employee for more than a week of time off. Requests for a week or less may be settled by the employee and his supervisor. No leave of absence may exceed three months and periods of leave from one week to three months in any one year will be at the discretion of the Department Manager. Time off on an authorized leave of absence will be credited in computing service and seniority.

25. PAY FOR HOLIDAYS

25.01 **Employees will be paid for the following statutory holidays subject to the provisions outlined below:**

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Empire Day	Christmas Day
Canada Day	Boxing Day
civic Holiday	Day Before New Year's

Statutory holiday pay shall be eight (8) hours at the scheduled rate of the employee's regular occupation. Three additional paid holidays (total of 13) to be taken during the Christmas week where feasible with the specific day to be mutually agreed on an annual basis.

Shipping personnel will be required to work to accommodate the shipping schedule. Easter Sunday will be a statutory holiday for those scheduled for seven day operation, and the Company agrees that Easter Sunday will be a down day.

Twelve hour people only will have two floaters and eleven stats for a total of 13.

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25.02 **An employee will be eligible for a statutory holiday with pay only if (s)he worked his/her last scheduled shift prior to the holiday and his/her first scheduled shift after the holiday, except an employee may be excused from this attendance before and/or after the holiday for the following reasons:**

- a) **Sickness and Accident - the employee may be required to provide a doctor's certificate as proof of such sickness.**
- b) **Absence with permission of the supervisor.**

25.03 **Employees will be eligible for holiday pay once they have completed forty-five (45) worked days.**

25.04 **When any of the above holidays falls on a Saturday,**

employees working a five (5) day schedule will observe the holiday on the preceding Friday or on a day mutually agreed to between the company and the Union and holiday pay will apply on that day. When any of the above holidays falls on a Sunday, employees working a five (5) day schedule will observe the holiday on the following Monday or on a day mutually agreed to between the company, and the Union and holiday pay will apply on that day.

- 25.05 When a statutory holiday coincides with an employee's vacation, day of rest, or is worked by the employee, a day of rest may be taken at a later date that is mutually convenient to the employee and his supervisor, upon request of the employee.

Every effort will be made to schedule statutory holidays consecutive with the employee's vacation if the employee so desires and the employee will receive appropriate pay for the statutory holiday with the pay period in which the holiday is taken.

If the employee does not desire the above, then lieu days must be taken during the calendar year in which they occur and will not be accumulated from one calendar year to another.

- 25.06 Working on a Stat/Negotiated Holiday

When an employee works on a day that his crew is observing as a statutory or negotiated holiday, the employee will receive applicable overtime rates, plus any holiday pay money under the statutory and negotiated holiday guidelines. Any lieu time owing will be arranged between the employee and his/her supervisor.

- 25.07 Scheduling - 12 Hour Employees -

- 1) All employees who have completed forty-five (45) worked days are entitled to one hundred and four (104) hours of stat (statutory and negotiated holiday) as per calendar year. Employees will receive statutory pay when the stat holiday leave is taken.
- 2) When a stat coincides with an employee's regularly scheduled work day, an employee will receive the shift off with twelve (12) hours stat holiday pay. Both pay and time off will be subtracted from an employee's yearly entitlement.
- 3) When stat coincides with an employee's regularly

scheduled day off, an employee will observe that day as their regular day off and maintain their stat holiday entitlement for future use.

- 4) The scheduling of any remaining stat entitlement must be done in complete 24/36 hour shift cycles, and will only be considered after all employees have had an opportunity to schedule their vacation entitlement.
- 5) Employees may combine a scheduled stat with a vacation day to complete a vacation cycle (as per the seven (7) day vacation policy).
- 6) Any remaining star holiday entitlement will be taken at a date that is mutually convenient to the employee and his supervisor. Every effort will be made to permit the scheduling of remaining stat holiday time during the Christmas holiday period.
- 7) By November 1 of any given year, the Company will advise the Union whether production requirements will permit the scheduling of remaining stat holiday entitlement during the Christmas holiday period. Should the company be unable to schedule the remaining stat holiday entitlement during this time, an employee will be permitted to use his remaining stat holiday entitlement at a date mutually agreeable to his supervisor, but not later than December 31 of that year,
- 8) An employer will receive pay for any stat holiday entitlement remaining.
- 9) If there is a conflict between statutory holidays and vacation, vacations shall take precedence. There exists the possibility of employees changing crews during the year which may affect Christmas remaining holiday entitlement. This is particularly important should they wish to use such time during the Christmas period. Remaining stat time should be held in reserve until 3rd/4th quarter. Employees should use their vacation entitlement prior to using the remaining/outstanding holiday entitlement-

26. VACATIONS

26.01 Employees governed by the terms of this Agreement are entitled to vacation pay as follows:

- 1 - 4 years of service - 2 weeks of vacation
- 5 - 8 years of service - 3 weeks of vacation
- 9 - 17 years of service - 4 weeks of vacation
- 18 - 24 years of service - 5 weeks of vacation
- 25 - 34 years of service - 6 weeks of vacation
- 35 - up years of service - 7 weeks of vacation

Vacation pay will be based on 4 - 6 - 8 - 10 - 12 - 14 percent of the previous calendar year's gross earnings or 80 - 120 - 160 - 200 - 240 - 280 hours multiplied by the employee's regular straight time rate, plus COLA, whichever is greater.

For 12 hour *shifts*, vacation pay will be based on 4 - 6 - 8 - 10 - 12 - 14 percent of the previous calendar year's gross earnings or 84 - 126 - 168 - 210 - 252 - 294 hours multiplied by the employee's regular straight time rate, plus COLA, whichever is greater.

New employees are not eligible for vacation pay until they have reached their first year's anniversary date.

Employees who take their vacation from January 1st to April 30th in any year will receive an additional four (4) hours pay for each week taken. (7-Day - 10%)

26.02 CARRY OVER

Non Twelve (12) Hour Shift Employees

Employees may carry over their vacation to the following year in accordance with the schedule below:

Vacation Eligibility

Vacation Carry-over

2 weeks	1 week
3 weeks	1 week
4 weeks	2 weeks
5 weeks	2 weeks
6 weeks	2 weeks

Twelve (12) Hour Shift Employees

Employees may carry over their vacation to the following year in accordance with the schedule below:

Vacation Eligibility

Vacation Carry-Over

80 hours

up to 36 hours in 12
hour multiples

120 hours

up to 48 hours in 12
hour multiples

160 hours

up to 84 hours in 12
hour multiples

200 hours

up to 84 hours in 12
hour multiples

240 hours

up to 84 hours in 12
hour multiples

Employees must notify their supervisor by **June 30th** each year of any carry-over to the following year. Carry-over vacation, during available prime time period will be granted on a first come, first served basis, only after everyone has had an opportunity to book their current year's vacation.

Employees are required to first use their carry over vacation, which has been calculated in the year the leave was earned.

- 26.03 If in the calendar year in which an employee is establishing eligibility for the additional week of vacation the employee takes his vacation prior to the eligibility date, pay for the additional week shall be withheld until the eligibility date is reached.
- 26.04 Employees who are dismissed for just cause or who resign will be entitled to vacation pay as described under Article 26.01
- 26.05 An employee shall receive vacation credits only once for any given period of employment.
- 26.06 TO be eligible for vacation, an employee must have been actively employed not less than a total of ninety (90) working days during the preceding calendar year.
- 26.07 Vacations will be scheduled as to have the minimum possible effect on work schedules and eliminate, if possible, the necessity for overtime.

26.08 A) **Vacation Scheduling - General & Five-Day**

The Company shall have the final determination as to when employees shall take their vacation. The Company will cooperate on a seniority basis in an endeavour to arrange a mutually satisfactory time for vacation.

- a) Vacation lists by department (warehouse), crews or areas, by classification and seniority will be prepared by January 31 of each year.
- b) By February 1, of each year the Company will indicate the maximum number of people who can be off within each classification in each department or crew or area in order to maintain operations.
- c) Each department and/or crew will do its own scheduling. The vacation schedule will be posted in each respective department supervisor's office.
- d) Vacation requests submitted after: October 15 of the previous year for the period up to May 1st will, be assigned on a first come, first served basis. If more than the allowed amount applies, then it will be assigned by mill seniority.
- e) Vacation requests for the period after May 1st will be determined as follow.:
 - 1. Commencing on February 1st, the department supervisor will ask each employee by classification, in order of seniority, to choose their vacation. Each employee will be required to submit a completed vacation request form.
 - 2. Each employee working a 5-day schedule may have a maximum of forty-eight (48) hours to make their choice. 7-day employees will be given until the beginning of their next work cycle to submit their vacation request. Failure to follow the time limits will cause an employee to forfeit their turn. Once the above procedure has been completed, vacation requests for the remainder of the year will be assigned on a first come, first served basis.
- f) Employees who transfer from OM department and/or crew to another will forfeit their vacation selection if the same times are completely filled in the department. If the same times are open, the employee(s) will transfer their vacation time intact. If the employees have to forfeit their

vacation time, the employees will only be able to choose vacation time available at that time, in their new department.

- g) If, in the sequence of choosing vacation, an employer who has had his turn needs to cancel all or some of their weeks for good reason, the following procedure will apply. The employee will notify their supervisor and will free up the weeks they want to cancel. They would then slot in and be the very next person in the sequence to choose again any remaining weeks in prime time equal to the weeks that they cancelled. For non-twelve hour employees, vacations cancelled after the asking procedure has been completed will be granted on a first come, first served daily basis.
- h) Vacation time not taken off will not be paid. Hours less than a regular day will be paid.
- i) Vacation pay will be included in an employee's regular payweek in which the vacation is taken. Employees wishing an advance equivalent to their vacation pay may request such an advance using the Vacation Pay Advance System.
- j) Prime time is defined as the months June to August.

26.08

B) Vacation Scheduling - 7-Day Schedule

- 1. Shift workers on twelve hour shifts will be entitled to vacation leave with pay based upon the following schedule:

2 week entitlement	-	80 hours
3 week entitlement	-	120 hours
4 week entitlement	-	160 hours
5 week entitlement	-	200 hours
6 week entitlement	-	240 hours
7 week entitlement	-	280 hours

Actual scheduled hours of work taken by a shift worker on vacation shall be subtracted from their total vacation entitlement.

Vacation pay shall be allotted according to the hours of vacation leave taken at any give time, less applicable statutory and employee-approved deductions.

- 2. If an employee has less than thirty-six (36) hours but more than twenty-four (24) hours of his vacation entitlement remaining, an employee will be permitted to take a thirty-six (36) hour shift cycle off.

If an employee has less than **twenty-four** (24) hours but **more than twelve** (12) hours of his vacation entitlement remaining, an employee will be permitted to take a **twenty-four** (24) hour shift cycle *off*,

If an employee has less than twelve (12) hours of his vacation entitlement remaining, an employee will receive pay for the remaining vacation entitlement.

3. Employees on **twelve** (12) hour shifts are required to request vacation leave in full work cycles (24 or 36 hour period) during prime **time** vacation periods - for example, all vacation requests **must** be for a **Monday** and **Tuesday**, **or** a **Wednesday** and **Thursday**, **or** a **Friday**, **Saturday** and **Sunday**.
4. Each year the Company will provide a schedule indicating the maximum number of people the Company can permit *off* within each crew in order to maintain a continuous operation. However, should business conditions permit the running of a non-continuous operation, the Company will consider permitting additional employees *off*.
5. To assist in **both** the scheduling of **regular** vacation time and **future** or anticipated vacation **time** resulting from e.g. downturn in business, equipment downs, etc., employees will be asked to do two things:
 1. Indicate the vacation time you wish *off* and is available. Note your selection(s) under Available **Time**.
 2. Indicate other vacation time you would better **prefer** (24 or 36 hour blocks) if that vacation time becomes available. Note your selection under preferred time.

In the event that additional time is permitted for vacation leave, the following sequence will occur:

Vacation request forms will be reviewed for each applicable crew to identify **employee** requests which have indicated the **specific time** period as a preferred choice.

Scheduling will be made by the most **senior** applicant in each classification on **each** affected crew.

Should this scheduling result in another **time** period becoming available, vacation request forms will be reviewed for each applicable **crew**

to identify employee requests which have indicated the specific time period as a preferred choice. Scheduling will be made by the most senior applicant in each classification on each affected crew.

This system will be continued until a specific time period has been identified by affected employees under the preferred time system. At that time, the time period will be posted for seven (7) days. The most senior request by affected department, crew, and classification will be selected.

6. Employees can book, in advance, single days, if available, but those booking an entire cycle take preference even if the single day was granted.

26.09 In the event of sickness or accident an employee may reschedule his/her vacation on a preferred date subject to the following conditions:

1. Production and manpower requirements in his/her department must be satisfied.
2. If sickness or accident occurs prior to the start of vacation and continues into vacation the employee must notify his/her Supervisor prior to the start of his/her vacation.
3. An employee who becomes eligible for weekly indemnity while on vacation may elect to reschedule vacations in periods of one week (7-Day - One Cycle) providing his "disability" continues beyond the term of his vacation.
4. The first week of any vacation may only be rescheduled if the employee is hospitalized on the 1st day of that week (Monday) or the start of a cycle (7-Day).
5. To be eligible for rescheduling of vacation the employee must return his/her complete vacation pay for the period to be rescheduled.

In the event that it is impractical to reschedule, the employee shall receive sick pay for the period of sickness or accident and vacation pay for lost vacation. However, at the employee's request, vacation will be carried over into the following year in accord with the schedule shown in Article 26.02.

26.10 In the event of a cutback, the Company will make every effort to accommodate the affected employee's(') existing approved vacation requests.

26.11 A Supplementary Vacation with pay allowance for employees sixty (60) years of age or aver, having twenty-five (25) years of service will be made in the vacation year in which he reached:

60 years of age	-	one week
61 years of age	-	two weeks
62 years of age	-	three weeks
63 years of age	-	four weeks
64 years of age	-	five weeks

For employees on a seven day, twelve hour schedule the supplementary vacation with pay allowance will be:

60 years of age	-	40 hours
61 years of age	-	80 hours
62 years of age	-	120 hours
63 years of age	-	160 hours
64 years of age	-	200 hours

All rules governing vacation apply to this supplementary vacation.

27. SALARIED EMPLOYEES ASSIGNMENTS

27.01 Salaried employees not in the bargaining unit will not perform any work normally performed by members of the bargaining unit, except for temporary training assignments.

In these circumstances, no employer in the bargaining unit shall be subjected to a reduction in his rate of pay or hours of work, including lay-off, because of the temporary training assignment.

28. MEAL ALLOWANCE

28.01 GENERAL

Employees required to work overtime and who have not received a twelve hour notice, will be provided with a lunch at Company expense under any of the following conditions:

a) Eight (8) Hour Employees

Employees required to work overtime will be paid a meal allowance of \$6.50 if they work ten (10) hours or more.

An employee held over from the "C" shift two (2) hours or more will be given a breakfast allowance of \$4.00. In addition, if the employee is expected to work beyond 10:00 a.m. and does so, an additional meal allowance will be paid at that time. The meal period will conform with the schedule of the crew with which the employee is working.

b) Twelve (12) Hour Employees

- i) A lunch when held over two (2) or more hours put their regularly scheduled shift and every four (4) hours after the first meal is provided.
- ii) Two lunches when employees are called in to work two (2) hours or more before their scheduled shift.
- iii) Two lunches when employee is required to work overtime as a result of receiving a call under the availability list.

29. COMPASSIONATE LEAVE

29.01 Eight (8) Hour Shift Employees

Employees absent from work, due to a death in their immediate family, shall be allowed pay for the time lost as defined below, immediately following the death:

- 5 days - husband, wife, son or daughter
- 3 days - father, mother, sister, brother, mother-in-law, father-in-law
- 2 days - brother-in-law or sister-in-law

Twelve (12) Hour Employees

Employees absent from work, due to a death in their immediate family, shall be allowed pay for the time lost as defined below, immediately following death:

- 48 hours - husband, wife, son or daughter
- 24 hours - father, mother, sister, brother, mother-in-law, father-in-law
- 16 hours - brother-in-law, sister-in-law

The employee will sign a form attesting to the death, indicating the name, relationship, address and date of death. This form will provide authorization for payment of the compassionate leave.

- 29.02** Should a death occur in the employee's immediate family while the employee is on vacation, the corresponding vacation time will be allowed at a later date mutually satisfactory to the employee and his supervisor.

30 - JURY DUTY AND SUBPOENAED WITNESS

- 30.01 An employee who is absent from work because of jury duty and subpoenaed witness shall be paid the difference between the pay received for such service and eight (8) times the straight time hourly rate or twelve (12) times the straight time hourly rate for shift workers, he would otherwise have received. The employee will be required to provide a statement from the Clerk of the Court.
- 30.02 An employee scheduled to work the night shift prior to reporting for jury duty, jury roll call or subpoenaed witness on the next day will be excused if requested without pay.

S	M	T	W	T	F	S	
N	O	O	D	D	O	O	Max. 24 hrs pay
O	N	N	O	O	D	D	Max. 36 hrs pay
D	O	O	N	N	O	O	Max. 24 hrs pay
O	D	D	O	O	N	N	Max. 36 hrs pay
N							

31. PENSIONS

31.01 The organized employees' retirement plan described in Plan Summary as amended January 1, 1988, including the full text of the Plan, shall remain in full force and effect for the term of this Agreement, and will form part of the Collective Agreement. The Company will continue to finance the hourly employees' standard retirement plan in addition to the employer contribution required under the Canada Pension plan. The benefit formula is one (1) percent including all years of past service.

The documents submitted pertaining to the pension have only been amended to conform with the Pension Law Reform.

32. SEVERANCE PAY

- 32.01 An employee with one year of service who is laid off due to lack of work is eligible for severance pay. An employee who returns to work after receiving severance pay shall have his service prior to his return to work excluded in determining future Severance pay application.
- 32.02 Severance pay is not applicable to interruptions of operations due to fire, flood, or strikes.
- 32.03 Severance pay will be equal to one week of the employee's current wages for each full year of continuous service (40 times the current rate at the time of lay-off).
- 32.04 No severance pay will be paid to an employee who accepts or rejects an opportunity to return to work within ninety (90) days of his lay off. severance pay shall be paid to the employee ninety (90) days after the date of his lay off.

33. APPRENTICESHIP

33.01 The Apprenticeship Program "Industrial Mechanic" is registered with the Province of Ontario.

Requirements and procedures of this program shall form part of this agreement. (Appendix "B").

34. TOOL ALLOWANCE

34.01 The Company will assist employees of the Maintenance Department in the purchase of tools for use on the job to a maximum of \$150.00 (Effective November 1, 1992, \$175.00) in any one calendar year. Company's contribution will be on a 50-50 basis with the employee.

The tools required will be determined in advance by the Engineering Department.

35. SAFETY SHOE ALLOWANCE

35.01 The Company will pay the cost of one pair of safety footwear to a maximum of seventy (\$70.00) dollars per calendar year.

The wearing of safety shoes or foot protection will be compulsory for all employees.

36. WELFARE PLANS

36.01 Blue Cross Extended Health Care Plan

The Company will pay 100% of the cost and any increase during the life of this Agreement.

36.02 Weekly Indemnity

The Company will pay 100% of the cost and any increase during the life of this Agreement. The 5/12 UTC rebate repayable to the employees under the law will be retained by the Company. To be eligible, an employee must meet the normal eligibility requirements.

36.03 CONFEDERATION LIFE DENTAL CARE PLAN plus RIDERS NUMBERS 1,2,3

The Company will provide a dental plan similar to the Blue Cross Plan 7 plus Riders 1, 2, and 3.

a) Plan coverage will reimburse:

- 1) 100% of the cost of Plan covered expenses.
- 2) 100% of the cost of Rider 1 expenses.
- 3) 50% of the cost of Rider 2 expenses.
- 4) 50% of the cost of Rider 3 expenses to a maximum benefit of \$2,000.00

b) Maximum benefit for items 1, 2, and 3, above is \$1,000.00 per calendar year per person.

c) Waiting period for new employees is six (6) months from date of hire.

36.04 Long Term Disability Plan

The Company will pay 100% of the cost and any increases during the life of this agreement-

37. WORK SCHEDULES

37.01 To meet production requirements and the need for efficient operation, the Company may establish schedules other than those in this Agreement, and assign employees to them. The Company will discuss such changes with the Union, in advance.

The company agrees to post scheduler by 3:00 p.m. Thursday, but they are subject to change until 3:00 p.m. Friday. The Company will notify the parson concerned if there is a change in his schedule after the schedule is posted on Thursday. Failure to make contact with the employee(s) involved will automatically trigger Article 17 - Reporting Allowance, if the employee reports to work on his originally scheduled shift.

37.02 WORK SCHEDULE

(2 SHIFT, 5 DAY WEEK)

WEEK	(1) MTWTF	(2) MTWTF	(3) MTWTF	(4) MTWTF
7:00-3:30	11111	22222	11111	22222
3:30-12:00	22222	11111	a2222	11111

(3 SHIFT, 5 DAY WEEK)

WEEK	(1) MTWTF	(2) MTWTF	(3) MTWTF	(4) MTWTF
7:00-3:00	11111	22222	33333	11111
3:00-11:00	22222	33333	11111	a2222
11:00-7:00	33333	11111	22222	33333

(7 day - 12 hour shift operation)

day of week/crew	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS
Pink	DXXNXX	XDDXNN	NXXDDXX	XNNXDD
Yellow	NXXDDXX	XNNXDD	DXXNXX	XDDXNN
Blue	XDDXNN	NXXDDXX	XNNXDD	DXXNXX
Green	XNNXDD	DXXNXX	XDDXNN	NXXDDXX

"D" shift - 7:00 a.m. to 7:00 p.m.
 "N" shift - 7:00 p.m. to 7:00 a.m.

37.03 Seven (7) day Twelve (12) hour shift operation

Availability for calls on scheduled day8 off:

The company will establish the number and qualifications of employees required to be available for each shift in co-operation with the union.

Employees on the availability list will be required to be available for calls between the time of one (1) hour before and two (2) hours after the scheduled shift change time to allow for late relief.

Employees on the call last who are not available during that three (3) hour time period will be subject to disciplinary action in accordance with the Collective Agreement.

NOTE: Persons on the availability list should be in town, although not necessarily by the phone. However, someone should be at the phone and aware where they might be contacted in case they are required. Employees may phone the supervisor on duty for their area not earlier than thirty (30) minutes after the start of the shift to ascertain if they will be required.

37.04 Seven day operation premium

An additional premium of thirty (30) cents per hour will be paid for all hours worked by a shift employee working a seven (7) day operation, subject to the understanding that overtime premiums are calculated only on the regular rate of pay.

In the event that an employee is scheduled to work a five (5) day operation work schedule and the employee's work schedule is changed after 3:00 p.m. Friday, to require him/her to relieve a seven (7) day employee, the employee will receive time and one half their regular rate of pay for all hours worked beyond eight (8) hours in any given shift. In this instance, the thirty (30) cents/7 day premium will not apply.

38. CONTRACTING OUT

38.01 The Company will not contract out repair and maintenance work which is regularly performed by the repair crew for which equipment and qualified employees are available.

39. COMPANY POLICIES

39.01 The Company will post any written policies and/or guidelines i.e. vacations, overtime, weekly indemnity rules etc. The Union will be given a copy of these policies and/or guidelines prior to their being posted. The Union may discuss this further with the Company at the Union-Management meetings.

40. COST OF LIVING

SECTION 1: Each employee covered by the Labour Agreement shall receive a cents per hour Cost of Living Allowance (C.O.L.A.) in addition to his hourly wage in accordance with Section 3 and 4 below.

SECTION 2: The C.O.L.A. shall be determined in accordance with changes in the official Consumer Price Index for Canada (all items) published by Statistics Canada (1981 = 100) and hereafter referred to as C.P.I.

SECTION 3: Adjustments to the C.O.L.A. shall be made quarterly

- a) For the period commencing November 1, 1995 to and including January 31, 1996, the amount C.O.L.A. will be determined by the difference between the C.P.I. for September 1995 and December 1991.
- b) For the period commencing February 1, 1996 to and including April 30, 1996, the amount of C.O.L.A. will be determined by the difference between the C.P.I. for December 1995 and December 1991.
- c) For the period commencing May 1, 1996 to and including July 31, 1996, the amount of C.O.L.A. will be determined by the difference between the C.P.I. for March 1996 and December 1991.
- d) For the period commencing August 1, 1996 to and including October 31, 1996, the amount of C.O.L.A. will be determined by the difference between the C.P.I. for June 1996 and December 1991.

SECTION 4: The amount of C.O.L.A. will be equal to one cent (\$.01) per hour for each 0.11 rise in the C.P.I. counting as a full cent any fraction of one-half cent or more.

SECTION 5: C.O.L.A. will be calculated in accordance with Section 3 less the C.O.L.A. folded in each year.

SECTION 6: The amount of C.O.L.A. in effect (Section 5) will be paid for all hours actually worked beginning with the first of any quarter as identified in Section 3, and shall be included in the calculation of pay for statutory holidays, floating holidays, annual vacation, jury duty and allowance for failure to provide work. The C.O.L.A. shall not be used in computing overtime premium, premium pay, or in the calculation of any other pay allowance, or benefits.

SECTION 7: In the event that the C.P.I. declines, only the C.O.L.A supplement in that particular year will be subject to reduction. In no event will the decline in the C.P.I. below the figure for December 1991 result in a reduction in the wage scale by job classification.

SECTION 8: In the event that Statistics Canada does not issue a C.P.I. on or *before* the beginning of the period referred to above, any adjustments required will be made at the beginning of the first pay period after publication of the C.P.I. and paid on the following regular pay day. In the event that a retroactive adjustment is made by Statistics Canada to the C.P.I., C.O.L.A. will not be adjusted retroactively.

SECTION 9: If the government cannot provide the necessary documents, the C.O.L.A. formula will be amended to reflect the necessary changes to maintain the same level of payment for the balance of this Collective Agreement as would have been paid using the 1981 = 100 paying .11 equals \$.01 formula.

41. **RATE SCHEDULE AND JOB CLASSIFICATION**

41.01 **RATE SCHEDULE (Effective November 1, 1992)**

ROLLED PRODUCTS DEPARTMENT

Operator "A"	\$18.26
No. 1 Winder Line	
No. 2 Winder Line	
No. 3 Winder Line	
No. 4 Winder Line	
No. 5 Winder Line	
No. 6 Winder Line	
Relief	

operator "B"	\$17.28
No. 1 Line	
No. 2 Line	
No. 3 Line	
No. 4 Line	
No. 5 Line	
No. 6 Line	
Relief	

operator "B" core Machine	\$17.28
Serviceman	\$17.11

FOLDED PRODUCTS DEPARTMENT

Operator "A"	\$18.26
No. 1 Napkin Line	
No. 6 Napkin Line	
No. 8 Multifold	
No. 9 Towel Folder	
No. 12 Towel Folder	
No. 13 Kintowel	
No. 19 Rotary	
Relief	

Operator "B"	\$17.28
No. 13 Folder	

Serviceman	\$17.11
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INTERFOLDED PRODUCTS

Operator "A"	\$18.26
Serviceman	\$17.11
Inspector-Operator	\$17.11

WAREHOUSE DEPARTMENT

Crew Leader	\$18.26
Operator "A"	
- Container Sealer	\$18.26
Material Handlers	\$17.29
Warehouseman "A"	
- Issuer	\$17.16
- Baler	\$17.16
Warehouseman "B" - Repack	\$17.11
Head Sampler	\$17.11
Inspector-Operators	\$17.11

QUALITY DEPARTMENT

Mill Tester	\$17.29
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MAINTENANCE DEPARTMENT

Head Tradesman	\$20.56
Tradesman - Electrical	\$20.14
- Mechanical	\$20.14
Utilityman	\$19.94
P.M. Assistant	\$17.96
Apprentice	\$16.52
General Plant Utilityman	\$17.11

Adjustments: Individual rate adjustments will be considered annually on the basis of requests submitted in writing not later than February 28th for discussion and settlement. Requests for adjustment will be confined to inequalities arising from changes in job conditions.

- 41.02 Any department that the Company may add at a future date will be included in the rate schedule. The Company will advise the Union of any such changes in advance.
- 41.03 The Company may at any time add, remove, or change job content within the classification.
- 41.04 For inventories performed after the scheduled work week on Saturday or Sunday, the personnel engaged in the work will receive the Serviceman rate plus thirty (30) cents per hour.

For twelve (12) hour shifts, operator A's, operator B's, and Servicemen will be paid thirty (30) cents above their classified rate for time spent on the overhead portion of a slowdown.

42. TERM OF AGREEMENT

42.01 This Agreement shall remain in full force and effect November 1, 1995
until October 31, 1996.

42.02 It shall be self-renewing from year to year thereafter unless written notice is transmitted by either party to the other, at least ninety (90) days prior to the termination date or anniversary thereof.

42.03 If negotiations on a new Agreement become deadlocked it is understood that full provisions of the Labour Relations Act of the Province of Ontario, will apply and further that this Agreement shall terminate only upon expiration of a seven (7) day written notice by either party delivered to the other party.

- 41.05 **The Company agrees to provide the Union with a model payroll related to the production schedule.**
- 41.06 **Relief Operators shall be part of the same classification they are relieving when it is necessary to implement the cutback and layoff and recall clauses of this Collective Agreement.**

COMPANY

UNION

B. Hardhouse

W. T. Hallam

R. P. Orze

Tom [unclear]

[unclear]

Gay Buccell

[unclear]

[unclear]

[unclear]

Barbara Mest

Maurice [unclear]

Jim Mullolland

Gary Pearce

Elizabeth Cager

Signed this 21st day of March 1946
at Rexdale Ontario 50.

APPENDIX "B"

JUNIOR TRADES APPRENTICESHIP TRAINING PROGRAM

PROCEDURE

1. Selection of Candidates for Junior Trades Training

The number of Junior Tradesmen in training will be governed by three factors:

- a) Turnover of tradesmen
- b) Retirement
- c) Future company needs

2. Qualifications of Junior Trades Candidates

- a) Education
Applicant **must** have completed successfully at least a Grade **ten** (10) high school education in the technical course. **Due** to the increasing complexity of automatic machinery, it is preferred that the applicant have a Grade **twelve** (12) education in the appropriate technical course.
- b) Aptitude Test
All applicants **must** pass suitable tests that will be used to assist in determining the applicant's mechanical and comprehensive ability.
- c) Physical Requirements
The applicant **must** be physically round and **must** be of sufficient stature to fit him for the duties of the trade he wishes to follow.

3. Term of Training

- a) The on-the-job training will be a four (4) year period. In the event that a candidate **cannot** complete the program in four years due to **sickness** or other circumstances, an extension will be considered, The classroom training will be over a four year period. In the event of absence, or subject failure, the trainee will attend **make-up time classes** held during the week in the evenings, without compensation.
- b) The Junior Tradeaman will be under the **direct** supervision of the supervisor of the Maintenance department section for whom he is working at any given time. The Trades Training co-ordinator will acquaint the particular supervisor concerned with the types of jobs the trainee should be assigned to

do. Trades Training Co-ordinator will hold frequent conferences with individual Junior Tradesmen to give help and guidance towards successful completion of training, and with the various Maintenance department supervisors to acquaint them with the progress of the individual, and of the state of the training program in general. (For interpretation, the Trades Training Co-ordinator will be the Canada Manpower Training Counsellor).

4. **Rate of Pay**

- a) The base rate paid to Junior Tradesmen shall be the rate shown in the Agreement and negotiated changes shall be applied only to this base rate and not at any point in the merit increase set up.

Every six months, the trainer will be considered for a merit increase. Providing an employee merits each increase, he shall reach the maximum rate of the Junior Trades classification at the end of forty-eight (48) months or extension thereof. This provides for eight adjustments during the four year period.

The Rate of pay at each merit increase will be according to the following scale:

Pay Scale:

at 0 months	- 82.0%	of the Tradesman starting rate
at 6 months	- 83.0%	of the Tradesman starting rate
at 12 months	- 84.0%	of the Tradesman starting rate
at 18 months	- 85.5%	of the Tradesman starting rate
at 24 months	- 87.0%	of the Tradesman starting rate
at 30 months	- 88.5%	of the Tradesman starting rate
at 36 months	- 90.0%	of the Tradesman starting rate
at 42 months	- 91.5%	of the Tradesman starting rate
at 48 months	- 93.0%	of the Tradesman starting rate

At the conclusion of his training (normally e— years), the Junior Tradesman will be placed in b b Trade classification, providing that there is an opening. Should no opening be available, the Junior Tradesman may be returned to his former job classification until such an opening is available.

- b) Overtime where incurred will be paid for on the basis of the trainee's current rate.
- a) During formal schooling period the company will maintain the Junior Tradesman's base salary by making up the difference between the Canada Manpower living allowance and his straight time rate.

5. **Hours of Work**

Junior Tradesmen will normally work a full work week in a manner which will give best possible training. Such training should facilitate an individual to perform his job duties in time, with relative ease and confidence, without direct supervision.

6. **Record of Progress and Performance**

Careful and complete records will be kept on the progress and performance of each Junior Tradesman for work performed on the job and in school. Periodically, a conference will be held with each Junior Tradesman to acquaint him with his abilities so that unfavourable trends may be corrected as soon as possible.

Minimum grade requirements are subject to Department of Manpower regulations. If the record of attendance, progress and performance is not satisfactory, it shall be considered as evidence that the Junior Tradesman is not capable.

7. **Tools**

Each Junior Tradesman shall furnish and have his own tools. The Company will furnish those tools usually provided for maintenance work. Junior Tradesmen may purchase tools through the Company Tool Policy.

8. **Credit for Previous Training**

Applicants with extensive previous experience in mechanical trades may be granted credit for such experience and be allowed an advance standing in the training program.

9. **Certification and Training Schedule**

Upon the successful completion of the prescribed training period, the Junior Tradesman will be granted a suitable certificate indicating that he has successfully completed prescribed course and further, indicating classroom training, and standing.

The tentative layout of training assignments for a person training as an Industrial Mechanic is as shown in the Department of Labour Schedule of Training.

These schedules are guidelines only and may be altered to suit individual needs. Individual time periods may be altered but the total time period of forty-eight (48) months will remain the same.

Cutback and Layoff

An employee who qualifies and accepts training in the Junior Trades program will be allowed to complete the program without any interruption.

Exception: Should the employee fail the program, or voluntarily withdraw, or should the ratio of Tradesmen become less than six tradesmen to one Junior Tradesman because of massive layoff and/or cutback, the employee will revert to the job held prior to entering the program.

It is mutually agreed that when the ratio referred to above will again allow for Junior Tradesmen within the Maintenance Department the employees cut from the program because of layoff and/or cutback will have first opportunity to revert back to the program in accordance to seniority.

The ratio above is only applicable in layoff and/or cutback situation.

An employee who has completed his apprenticeship program and is not required in the Maintenance Department, shall have preference of bumping the most junior man in the classification he previously held prior to his apprenticeship commencing providing he has the seniority to do so.

NOTIFICATION

The Company shall notify the Union in writing prior to the pasting of the successful applicant.

INTERPRETATION

Question of interpretation of the Junior Trades Training Program should be referred to the Human Resources Department.

APPENDIX "D"

BENEFIT PLANS - GENERAL INFORMATION

The following is a brief description of your benefit plans, if you are having difficulties in claiming benefits, or you have any questions regarding these plans your Human Resource representative will assist you with your problems.

GENERAL LIFE INSURANCE

Purpose of Plan and Description of Policy

The purpose of this plan is to make group life insurance available to Kimberly-Clark Canada Inc. employees on a voluntary basis. By taking advantage of group premium rates life insurance can be obtained by employees at an attractive and economical cost.

The insurance under this Plan has no cash value and does not contain loan or paid-up insurance provisions. It is not intended as a substitute for your personal and private insurance program. Instead, it can supplement either the personal program you now have or are planning in the future.

Group Life Insurance under this Plan is provided by Kimberly-Clark Canada Inc. under a master policy with the Confederation Life.

Termination of Insurance

Your insurance will terminate if you discontinue your contributions, if your employment terminates, or if the Group Policy terminates. See section "Conversion to an Individual Policy".

Payment of Benefits

Where there is a claim the Company should be notified immediately. Arrangements have been made to pay claims promptly. Your Human Resource representative will help to handle a claim.

Policy and Certificates

In the interest of simplicity, the Plan has been described in rather general terms in this booklet. The benefits are explained in greater detail in the individual certificate which are given to insured employees. The extent of each employee's insurance at all times is governed by the complete terms of the master group insurance policy issued to the Corporation by the Insurance company.

Who Has to be Insured

All full-time and permanent part-time employees hired on or after the introduction of the 2X Plan regardless of age, sex, or occupation are eligible for coverage under this Plan.

Amount of Insurance Coverage

The Company will provide \$15,000.00 of life insurance at no cost to the employee. The present 2X annual salary plan will continue and all coverage above \$15,000.00 will be on a basis of \$.36 per thousand per month.

Life Insurance Premiums

BASIC INSURANCE - If you are an eligible employee, you may enroll at once for \$15,000 insurance and become insured on the date of your employment.

ADDITIONAL INSURANCE - When you complete six months of continuous service, your coverage will be automatically increased to full coverage, unless you make a written request on the proper form to waive additional coverage prior to this six months service date.

The 2X formula for full coverage is two times your annual base pay, adjusted to the nearest \$100 of insurance on March 1st and September 1st each year, subject to the provisions of the master insurance policy. (Coverage will not be reduced before age 65 unless the employee so requests).

Should you not be actively at work on the day your insurance would otherwise become effective, the effective date is deferred to the date you return to work.

Annual base pay means 2080 multiplied by your bid job rate, or Inspector-Operator rate (whichever is greater).

Insurance Coverage at Age 65

If you were hired on or after the introduction of the 2X Plan, and have completed 15 years of service, at age 65 your insurance will be automatically reduced to 25% of the coverage then in effect. In no event will the coverage exceed a maximum of \$15,000 or be reduced below \$2,000.

If you were hired prior to December 31, 1961, at age 65 your insurance will be reduced by 10%. 10% reductions (based on the original amount of insurance coverage) will occur for the next four years, and then annual 5% reductions will occur for the next 5 years. Your insurance will not be reduced below \$2,000.

Insurance for Early Retirees

Employees taking early retirement may continue their present level of life insurance with the premiums fully paid by the Company until age 65.

How to Enroll

To enroll under the Plan, all you need to do is sign an enrollment card and give all the information requested. If you delay more than 60 days after the date you become eligible, you will be required to furnish evidence of insurability satisfactory to the Insurance Company.

Your Beneficiary

Your beneficiary may be any person or persons you name. Beneficiary may be changed at any time by making a written request on the proper form available through your Human Resource representative.

Death Benefit

Your Group Life Insurance will be paid to your designated beneficiary(ies) in the event of your death from any cause.

Withdrawal for Unusual Medical Expenses

After retirement, you may draw against your Group Life Insurance for your own unusual medical expenses an amount up to 25% of the coverage you had at retirement of \$2,000 if greater, with a maximum withdrawal of \$10,000. Any single withdrawal must be at least \$250.00. Your insurance will be reduced by the amount received. This does not apply to an employee who received a life insurance total and permanent disability benefit.

Cost

currently the cost of your life insurance program is 36 cents per \$1,000 per month. Premium payments are deducted from your paycheque monthly for the current month. The insurance will be cancelled if your premium payments are discontinued. Employees entitled to a deferred pension benefit are not eligible for group life insurance.

Conversion to an Individual Policy

During the thirty-one days following termination of your employment, except in the case of retirement with pension, you may convert your Group Life Insurance, without a medical examination, to an individual policy. You may select any type of individual policy customarily being issued by the

Confederation Life insurance Company, except Term Insurance. The premium will be the same as you would ordinarily pay if you applied for an individual policy at that time.

Insurance Protection During conversion Period

If the employee is entitled by the terms of the Group Policy to convert all or part of his Employee Group Life Insurance to an individual policy, but dies within the thirty-one days period following termination of this Employee Group Life Insurance during which application for the individual policy may be made, the amount of Employee Group Life Insurance which might otherwise have been converted will be paid as a claim under the Group Policy, whether or not application for conversion has been made.

BLUE CROSS SEMI-PRIVATE

HOSPITAL COVERAGE

This plan covers the difference between standard ward coverage and semi-private ward coverage. It also pays semi-private ward coverage. It also pays semi-private coverage for accommodation of patients requiring chronic bed hospital care.

BLUE CROSS EXTENDED HEALTH CARE

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

Effective November 1, 1992, Vision Care coverage to be \$100.00 every 24 months.

Effective Date of Benefits

Employee

Your benefits are effective on the day you become eligible for inclusion in the plan, provided you are not absent from work due to disability, leave of absence or lay-off. If you are away from work because of disability, leave of absence or lay-off on the date that coverage would otherwise become effective, benefits will not start until you return to active full-time employment.

Dependent

Benefits for your dependents are effective on the same date as your own. If you are single and later acquire a dependent please notify the Employment Office immediately, in order that your coverage may be changed.

If you already have dependent coverage under the Plan, any additional dependents will be automatically covered from birth.

DENTAL CARE PLAN

Confederation Life Dental Care Plan
(Plus Riders No. 1, 2, & 3)

Plan coverage pays 100% of plan covered expenses. 100% rider number 1 covered expenses and 50% of rider number 2 covered expenses. Maximum benefits \$1,000/calendar year per person. Plan coverage pay 50% of rider 3 covered expenses. Maximum benefits \$2,000 per person lifetime.

Fee Schedule:

Effective May 1, 1996, change ODA Schedule of Fees to 1995.

Eligibility

Coverage is effective the first of the month following the month you complete six months of service.

Eligibility

Eligible dependents are your spouse (unless legally separated) and your unmarried children less than 21 years old.

Stepchildren, foster children and legally adopted children may be included the same as your own children provided they depend upon you for support and maintenance.

NO one will be eligible as a dependent while covered as an employee or while in military service.

A child who is physically or mentally incapable of self-support upon attaining age 21 may be continued under the Dental care insurance while remaining incapacitated and unmarried, subject to your own coverage continuing in effect. This privilege also will apply to a child who has remained in the Plan beyond his twenty-first birthday if he later ceases to be a qualified

dependent, and is physically or mentally incapable of self-support and is not married. To continue a child under this provision, proof of incapacity must be received by the Blue Cross within 31 days after coverage would otherwise terminate. Additional proof will be required from time to time.

SPOUSE - the person to whom you are married or a person of the opposite sex with whom you reside, and who you represent as your husband, or wife. Only an individual may qualify as your spouse at any one time.

Definition of Common-Law Spouse at the end of Appendix "E".

How to Claim

After you or one of your dependents have made an appointment with the dentist, obtain a claim form from the Human Resources department. When you and your dentist have completed the claim form it is to be mailed to the Insurance Company for processing.

Weekly Indemnity

1. Weekly Indemnity benefits commence:

- (a) The first day of an accident.
- (b) The first day of hospitalization.
- (c) The Fourth of an illness.

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

2. Extent of Benefits:

- (a) On a weekly basis: 70% of an employee's weekly earnings based on his or her permanent hourly rate time 40 hours per week up to a maximum of \$430.00 per week. Permanent hourly rate means bid job rate or Inspector-Operator rate, whichever is higher or U.I.C. maximum, whichever is greater.

Effective November 1, 1993, maximum of \$440.00 per week or U.I.C. maximum, whichever is greater.

Effective November 1, 1994, maximum of \$450.00 per week, or U.I.C. maximum, whichever is greater.

- (b) On a daily basis: One-seventh (1/7th of 70% of the employee's average weekly earnings, as established by Item (a)).
- (c) Maximum benefit period twenty-six (26) weeks.

Employees collecting Weekly Indemnity will continue to be paid one-seventh of the W.I. payment for any statutory holiday that falls within the sick period; when the statutory holiday is paid there will be no deduction of the W.I. payment.

3. Weekly Indemnity claim forms are available from the Human Resource office, and should be filed as soon as possible to ensure prompt processing.

4. **RESTRICTION OF BENEFITS**

During the four (4) month period following the completion of an employee's probationary period, benefits will be paid on a basis of one week for each week of service.

LONG TERM DISABILITY PLAN

1. An employee who has exhausted his twenty-six (26) weeks of coverage under the Weekly Indemnity plan and who is unable to report back to work because of his illness or disability, shall become eligible for benefits under the Long Term Disability Plan.
2. A new employee will be enrolled upon completion of the probationary period.
3. The monthly benefit will equal fifty-five percent (55%) of the average monthly earnings (maximum \$1,625.00) during the preceding year. If he does not work a full year, his earnings will be calculated on the basis of weeks worked. Benefit coverage will be through to retirement or age sixty (60).

Effective first of the month following date of ratification increase LTD maximum to 1675.

4. The benefits payable under this plan are reduced by any primary disability payments made under the Canada Pension Plan, or any Company group disability income plan. Benefits are not affected by War pensions or by any insurance policies he may have purchased himself.
5. While receiving benefits under this plan the employee will continue to accrue full pension credits as though still working at no cost to the employee based on earnings equal to the rate of pay for the job on which he was employed immediately prior to disability.
6. Disability means that during the first twelve (12) months of any disability the employee is unable, because of disease or injury, to work at his occupation and thereafter during the continuance of such period of disability that the employee is unable to work at any reasonable occupation in the mill to which the employee might be suited by training, education or experience. Assignment of work will be subject to approval by the Company doctor after consultation with the employee's doctor.

7. **Proof** that the **employee** continues to be **totally disabled** will be required at **reasonable intervals** by the **insurance company**. If he **does not provide this proof** or if he **refuse8** to be **examined** by the **physician (designated and paid for by the insurance company)** he will **no longer be considered totally disabled**.
8. **Pre-existing health conditions** are **fully covered** **providing** he is **actively at work** on the **date his coverage becomes effective**.
9. All disabilities are covered **unless they result from the following**:
 1. **Intentionally self-inflicted injuries**.
 2. **War, insurrection, rebellion or participation in a riot, and**
 3. **Your commission of, or your attempt to commit, an assault, battery or riot**.
10. **If he terminates his employment, the Long Term Disability Benefit Insurance will cease**.
11. If he laid off, the **insurance coverage will also cease on the day immediately preceding the start of the layoff, but will be reinstated if he returns to work within six (6) months**.
12. **In the event of a dispute over the interpretation of any portion of this plan, the policy issued by the insurance carrier will be the binding document**.

Definition of Common-Law Spouse:

A **Common-law spouse** is a **person of the opposite sex** with whom the **employee is co-habiting in a husband and wife relationship** at any particular time **provided that the company had been notified of the name of the common-law spouse prior to the coverage on any article of this collective Agreement**. Only **one (1) person may qualify as your spouse at any one time**.

NOTE: Benefits - Weekly Indemnity - L.T.D.

Employees off on Weekly Indemnity or L.T.D. will have their Benefit Plans paid for by the company as per the agreement and will continue their Life Insurance coverage provided that they pay the employees share of the premiums an the amount above \$15,000.00.

FOR MEMORANDUM OF AGREEMENT ONLY:

ERRORS IN ASSIGNING OVERTIME

When an error is made in assigning overtime to the proper Person, four (4) hours will be paid to that person. It is understood that if the person knows of the error prior to the overtime and does not advise his supervisor of this error, he may forfeit the overtime.

PRODUCTION OVERTIME GUIDELINES

PRODUCTION

(A) ONE JOB - ONE SHIFT

e.g. Operator A - #9 Folder Days or Nights

Asking Sequence:

1. **Man-on-the-Job**, previous day shift cycle.
2. If unable to fill, then **same classification**, previous day shift, rotating through the classification as per Rotation Guideline.
3. If unable to fill, then **man-on-the-job**, previous night shift cycle, excluding the first day shift and the last night shift of the available shift cycle.
4. If unable to fill, then **same department**, previous day shift cycle (see Outside Classification Sequence).
5. If unable to fill, then **same department**, previous night shift cycle (see Outside Classification Sequence).
6. If unable to fill, then **outside of department**, previous day shift cycle (see Outside of Department Sequence).

(B) ONE JOB - TWO SHIFTS

e.g. Operator A - #9 Folder Days and Nights

Day Position Only

- (1) **Man-on-the-job**, previous day shift
- (2) **Same classification**, previous day shift from rotation list
- (3) **Man-on-the-job**, previous night shift
- (4) **Same classification**, previous night shift from rotation list
- (5) **Same department**, previous day shift (See Outside Classification Sequence).
- (6) **Same department**, previous night shift (See Outside Classification Sequence).
- 7) **Outside department**, previous day shift (See Outside of Department Sequence).

Night Position Only

- (1) Man-on-the-job, previous night shift
Note: This person can also fill any remaining day positions as per step a3 above
- (2) Same classification, previous night shift from rotation list
- (3) Same classification, previous day shift from rotation list
- (4) Same department, previous day shift from rotation list
- (5) Same department, previous night shift from rotation list
- (6) Outside department, previous day shift as per Rotation Guideline

OUTSIDE CLASSIFICATION SEQUENCE

To fill - Operator 'A' -

- Go to: 1st - Operator 'B' classification, qualified person
2nd - Serviceman classification, qualified person
3rd - Inspector-Operator classification, qualified person

To fill - Operator 'E' -

- Go to: 1st - Serviceman classification, qualified person
2nd - Inspector-Operator classification, qualified person
3rd - Operator 'A' classification, qualified person

To fill - Serviceman -

- Go to: 1st - Inspector-Operator classification, qualified person
2nd - Operator 'A' classification, qualified person
3rd - Operator 'B' classification, qualified person

To fill - Inspector-Operator -

- Go to: 1st - Operator 'A' classification, qualified person
2nd - Operator 'B' classification, qualified person
3rd - Serviceman classification, qualified person

OUTSIDE OF DEPARTMENT SEQUENCE

Failure to Fill:

The supervisor may go outside the department to other departments in the following order:

If the vacancy is in the Interfolded Products Department - first Folded Products - failure to fill - then Rolled Products - then Warehouse (7-Day first)

If the **vacancy** is in the Rolled Products Department - first Interfolded Products - failure to fill - then folded Products - **then** Warehouse (7-Day first)

If the **vacancy** is in the **folded** Products Department - first Rolled Products - failure to fill - **then** Interfolded Products - **then** Warehouse (7-Day first)

If the **vacancy** is in the **Warehouse** Department - **first** Interfolded Products - failure to fill - **then** Rolled Products - then Folded Products.
Rotate on a monthly basis:

Schedule

Interfolded Products first in **the** following months:

January, April, **July**, October

Rolled Products first in the following months:

February, May, August, November

Folded Products first in the following months:

March, June, September, December

The Supervisor may go to the **following** shift in the **same** sequence as for the previous shift.

PRODUCTION 7-DAY WAREHOUSE OVERTIME GUIDELINES

7-Day Warehouse

Container Sealer

- (1) Man-on-the-job, previous day shift
- (2) Man-on-the-job, previous night shift
- (3) 7-Day Material Handler, previous day shift from rotation list
- (4) 7-Day Material Handler, previous night shift from rotation list
- (5) Warehouseman 'A' - Issuer, previous day shift
- (6) Warehouseman 'A' - Issuer, previous night shift
- (7) Warehouseman 'A' - Baler

Material Handler

- (1) 7-Day Material Handler, previous day shift from rotation list
- (2) 7-Day Material Handler, previous night shift from rotation list
- (3) Warehouseman 'A' - Issuer, previous day shift
- (4) warehouseman 'A' - Issuer, previous night shift
- (5) Warehouseman 'A' - Baler
- (6) Operator 'A' - Container Sealer, previous day shift
- (7) Operator 'A' - Container Sealer, previous night shift

Issuer

- (1) Man-on-the-job, previous day shift
- (2) Man-on-the-job, previous night shift
- (3) Warehouseman 'A' - Baler
- (4) Operator 'A' - Container Sealer, previous day shift
- (5) Operator 'A' - Container Sealer, previous night shift
- (6) Material Handler, previous day shift from rotation list
- (7) Material Handler, previous night shift from rotation list

Order

- (1) Man-on-the-job, previous day shift
- (2) Warehouseman 'A' - Issuer, previous day shift
- (3) Warehouseman 'A' - Issuer, previous night shift
- (4) Operator 'A' - Container Sealer, previous day shift
- (5) Operator 'A' - Container Sealer, previous night shift
- (6) Material Handlers, previous day shift from rotation list
- (7) Material Handlers, previous night shift from rotation list

Rotation Guidelines

Every week, the person's name at the top of the list in every classification will be moved to the bottom of the list in every classification in order to satisfy the rotation system (Except for Inspector-Operators, 5-Day Material Handlers and Mill Testers)

Inspector-Operators, 5-Day Material Handlers and Mill Testers will be listed by seniority by crew. They will be asked to work overtime in their department and classification from the rotation list, starting with the person following the last person asked to work overtime in his/her classification.

Note: Other than man-on-the-job, 7-Day employees will only be allowed to choose only one overtime opportunity unless all others have refused.

General Overtime Rules

Overtime documents will be made available to employees.

When the junior employee is compelled to accept a temporary assignment outside his own department, that employee will remain on the list of his former department and classification for overtime purposes for a period of two weeks and will then be added to the bottom of the list in the new department classification.

no employee will work more than sixteen (16) consecutive hours except to comply with Article 10.02 of the agreement to a maximum of eighteen (18)hours.

When an employee has to be trained on overtime, the trainee may work the overtime regardless of rotation.

When an employee is required to work overtime and it involves going from a three shift rotation to a two shift rotation, the one and a half hour between shifts will be paid at one and a half times the rate at which the individual will work, This period will include the extra relief in accordance with Article 13.02. The half hour will not be recognized as time worked for the purposes of calculating overtime hours or the number of hours worked in a 24 hour period. The employee will follow the hours of work for the job where the overtime is required.

MAINTENANCE OVERTIME GUIDELINES

(1) RELIEF FOR SHIFT TRADESMEN

- DAYS, MONDAY TO FRIDAY
- On-coming shift tradesman - lowest hours
- Use sign up list - Day tradesman - lowest hours
- Shift tradesman - Day of rest - lowest hours
- Any tradesman

RELIEF FOR SHIFT TRADESMEN NIGHTS AND WEEKENDS

- Shift tradesman on day of rest - lowest hours
- Use sign up list - Day tradesman - lowest hours
- Any tradesman

(2) FOR OVERTIME

MONDAY TO FRIDAY, AT 3:30 P.M.

- The line tradesman will be asked first for work on his line
- The tradesman(men) working on the job, lowest hours
(Man-on-the-job will apply to only one person on each job.
The term job means a specific task not a piece of equipment).
- Use sign up list, tradesman in the mill who signs up - lowest hours
- Any tradesman

(3) FOR OVERTIME ON WEEKENDS AND CALL-INS

- Use sign up list - lowest hours
- Any tradesman

GENERAL

When electricians require additional help and not electrical help is available, the mechanics, from the group the electrician is working with, will be asked first. Use sign up list - lowest hours. Then, any tradesman.

An overtime log will be posed weekly. Tradesmen will be divided into these groups: (1) Production Mechanics (2) Electricians (3) General Plant Mechanics. Each tradesman wishing to work overtime will sign their respective lists for the days they are available to work. Tradesmen who do not sign up will be considered as having refused to work overtime.

Hours will be totalled weekly on Monday (except holidays) and .5 of an hour will be recorded as a full hour.

Daily sign up deadline will be 1:00 p.m. of each day, except all tradesmen wishing to work overtime **THURSDAY, FRIDAY, SATURDAY, SUNDAY AND HOLIDAYS** must sign up prior to 1:00 p.m. on each THURSDAY.

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All hours refused will be recorded as hours worked.

On JANUARY 1 OF EACH YEAR all overtime hours will revert to zero.

Apprentices will be used last in their area of overtime assignment.

Newly hired tradesmen will assume the highest hours on the overtime list involved.

Tradesmen changing groups on a permanent basis will assume the highest hours on the overtime list involved.

QUALITY DEPARTMENT OVERTIME GUIDELINES

For the purposes of assigning overtime, only assignments worked of 4 hours or more will be recorded.

Day Testers

Overtime will be assigned as follows:

1. Overtime will be assigned by rotation, beginning with the most senior employee and rotating thereafter among employees within the department, on the occasion of each opportunity for overtime made available.
2. Where, in the opinion of the Supervisor, the absence of continuity of assignment would create an unreasonable amount of training or instructional hours, the overtime assignment will be assigned to the person-on-the-job.

5-DAY MATERIAL HANDLER OVERTIME

Asking Guidelines:

1. Fill **A/B/C** vacancies with **A/B/C** Material Handlers first
Fill **A/B** vacancies with **A/B** Material Handlers first
2. Fill additional **C** shift overtime from **E** shift (**A/B/C's** first; then **A/B's**)
3. Fill additional **A** shift from previous **B** shift; then **C** shift
Fill additional **B** shift from previous **A** shift (**A/B** rotation); then **A/B/C** rotation
4. Jobs outside the classification from the warehouse master list.
5. Friday **C** from Friday **B** (**A/B/C** first)
Saturday **A** from Friday **A** (**A/B's** first)
Saturday **B** from Friday **B** (**A/B's** first)
Sunday **A** from Friday **B** (**A/B's** first)
Sunday **B** from Friday **A** (**A/B's** first)
6. When an **A/B** and an **A/B/C** position are vacant on the same shift fill the **A/B/C** first.
* When declared vacant on the schedule, then item 6 will not apply)

Asking Steps:

1. Surplus labour in the mill or leave vacant.
2. Previous shift, except weekends (see above).
3. Second previous shift.
4. Other 5 day warehouse classifications except crew leader.
5. Crew leader.
6. 7-Day Material Handlers.
7. Other 7-Day classifications
 - (i) Operator 'A' - Container Sealer
 - (ii) Warehouseman 'A' - Issuer
 - (iii) Warehouseman 'A' - Baler

Memorandum of Agreement

between

Kimberly-Clark Inc.
and
Independent Paperworkers of Canada
Local 123
Rexdale, Ontario

The parties agree this memorandum of agreement represents the agreed terms and conditions and will become part of the Collective Agreement for the **Rexdale Mill**.

1. This Agreement shall remain in **full** force and effect November 1, **1995** until October 31, **1996**.
2. Cost of Living Allowance:
 - a) For the period commencing November 1, **1995** to and including January 31, **1996**, the amount C.O.L.A. will be determined by the difference between the C.P.I. for September **1995** and December **1991**.
 - b) For the period commencing February 1, **1996** to and including April 30, **1996**, the amount of C.O.L.A. will be determined by the difference between the C.P.I. for December **1995** and December **1991**.
 - c) **For** the period commencing May 1, **1996** to and including July 31, **1996**, the amount of C.O.L.A. will be determined by the difference between the C.P.I. for March **1996** and December **1991**.
 - d) For the period commencing August 1, **1996** to and including October 31, **1996**, the amount of C.O.L.A. will be determined by the difference between the C.P.I. for June **1996** and December **1991**.

SECTION 4: The amount of C.O.L.A. will be equal to one cent (\$.01) per hour for each 0.11 rise in the C.P.I. counting as a **full** cent any fraction of one-half cent or more.

SECTION 5: C.O.L.A. will be calculated in accordance with Section 3 less the C.O.L.A. folded in each year.

SECTION 6: The amount of C.O.L.A. in effect (Section 5) will be paid for all hours actually worked beginning with the first of any quarter as identified in Section 3, and shall be included in the calculation of pay for statutory holidays, floating holidays, annual vacation, **jury duty** and allowance for failure to provide work. The C.O.L.A. shall not be used in computing overtime premium, premium pay, or in the calculation of any other pay allowance, or **benefits**.

3. Effective date of ratification fold in C.O.L.A. payment (42¢).
4. C.O.L.A. generated between November 1, 1995 and date of signing will be paid on the basis of \$25.00 to each employee on the payroll January 31, 1996.
5. Effective May 1, 1996, change ODA Schedule of Fees to 1995.
6. Effective first of the month following date of ratification increase LTD maximum to 1675.
7. Effective date of ratification, employees on the payroll on January 31, 1996 will receive a \$200 cash bonus.
8. Should the parties fail to reach agreement in the next collective agreement, the parties agree to arbitrate under the terms of the first agreement arbitration provisions of the Labour Relation Act (Sec 43).

Signed this 21 ¹⁹⁹⁶ day of February, 1996.
 Rexdale, Ontario

COMPANY

UNION

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]



JULY 2, 1998

File: 0137505

Independent Paperworkers of Canada
2172 Cleaver Ave.
Burlington
Ont.
L7M 3W3

Kimberly-Clark Inc.
Etobicoke, Ont.
Independent Paperworkers of Canada
Local 123
(plant & maintenance empl.)

Terminating: OCTOBER 31, 1996

The Workplace Information Directorate maintains an extensive library of collective agreements in both the federal and provincial jurisdictions. With respect to your organization, the collective agreement described above is the latest we have on file.

In its Federal Plan for Gender Equality (1995), the Government of Canada committed itself "to ensuring that all future legislation and policies include, where appropriate, an analysis of the potential for different impacts on women and men." In accordance, we are requesting to the extent possible, a numerical gender breakdown of your membership.

Could you please send us a copy of any subsequent agreement or amendment (preferably on diskette, including the format), including any attachments which are part of the agreement or supplementary documents (such as pension or health plans) referred to in the agreement.

Please show separately, the number of employees covered by the agreement in the space provided on the return part of this form.

Your co-operation will help the Workplace Information Directorate maintain its services in the collective bargaining field.

Yours sincerely,

[Signature]

[Signature]

Collection of Agreements Unit
Telephone 1-800-567-6866 or (819) 953-0082

There was no subsequent agreement.
This plant closed on April 30/1994 all we did was extend the last contract for an additional six months.

File: 0137505

Number of employees covered by the agreement

Males _____

Female, _____

[Signature: Gary Buccella]

Please complete this part and forward with copy of collective agreement to:
Workplace Information Directorate
Collection of Agreements Unit
Labour Branch
Human Resources Development Canada
Hull, Quebec
K1A 0J2

RECEIVED
JUL 28 1998

Canada