

1990 -

SOURCE	CO.		
1993	90	05	01
TERM.	93	04	30
NO. OF EMPLOYEES	259		
EMPLOYER	80		

Labour Agreement

between



Quebec and Ontario Paper Company Ltd.



and

THE CANADIAN PAPERWORKERS UNION
LOCAL a4

DEC - 3 1991

May 1, 1990 - April 30, 1993

09369(01)

SAFETY CREED

of

QUEBEC AND ONTARIO PAPER COMPANY

Quebec and Ontario Paper Company Ltd., is committed to managing its operations in the safest manner possible. It makes this commitment by adherence to these concepts:

- Safety comes before production.
- The well-being of our people will be the first consideration and concern of all.
- An unsafe plant is not a productive plant.
- Employees have a responsibility to develop safe work habits and ensure that safety comes first.
- Supervision has a responsibility for the safety of all who report to them.

We believe that co-operative interest and participation are vital in developing the attitude that Quebec and Ontario Paper Company Ltd., is a safe and healthy plant in which to work.

QUEBEC AND ONTARIO PAPER COMPANY LTD.

SAFETY RULES

All employees will be issued a copy of the Quebec and Ontario Paper Company Ltd., Safety Manual and are required to conform with all policies contained in it. The following statements are highlights taken from the Safety Manual:

- *1. When machinery is shut down for inspection or repair, a competent person must lock out and tag before any person is permitted to position himself in a manner that could be injurious to him if the machinery were to start.
2. No person whose faculties are impaired by alcohol or any other drug will be permitted to enter or remain in the mill.
3. No employee shall engage in any contest, feat of strength, unnecessary running, rough or boisterous conduct that is likely to endanger the safety of himself or others.
4. All employees with long hair who work near any rotating shaft, gear, reel, belt or any other possible means of entanglement must wear suitable headgear to assure the close confinement of hair to the head.
5. No employee will enter a confined area or vessel unless the vessel is inspected by a competent person and tested for oxygen deficiency, toxicity or combustibility and a person capable of summoning assistance is stationed at the nearest available manhole.
6. All employees who work in a safety eye glass designated area or anyone passing through this area will be compelled to wear eye protection or when undertaking any work where possibility of eye injury might occur.
7. Only persons authorized to operate various shop equipment or machinery may do so and proper protective equipment must be worn where designated.
8. No employee will be permitted to enter between coupled rail cars.

9. Safety guards, once removed for any reason, must be repositioned and fastened securely before start-up of the equipment or machinery.
10. No employee will use an air hose to clean clothes on his person or on another.
11. Employees must wear hearing protection in areas of the mill where sound level is likely to be injurious to their hearing. These areas will be posted with signs warning of this condition.
12. All employees passing through an area designated as a hard hat area must wear **hard hats**.
13. All employees who work in an area where the possibility of chemical exposure would be damaging to skin or sensitive membranes will wear goggles and other such personal protective equipment as the department supervisor might designate.
14. All employees who work in the mill are required to wear safety shoes and remove all rings.
15. Management will make known the different hazardous conditions. The responsibility of the supervisor is to ensure the safety rules are followed and the responsibility of the employee is to adhere to the safety rules.

As a result of changing working conditions or changes to the Occupational Health & Safety Act, these safety rules will be revised in conjunction with Unions as required.

- When electrical equipment on the paper machines is to be locked out and tagged, it will be done by an electrician.

LABOUR AGREEMENT

between

QUEBEC AND ONTARIO PAPER COMPANY LTD.
Thorold, Ontario

hereinafter referred to as
"The Company"

and the following Union

THE CANADIAN PAPERWORKERS UNION
Local 84

hereinafter referred to as
"The Union"

May 1, 1990 - April 30, 1993

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Section 1

GENERAL PURPOSE OF AGREEMENT

1.01 - The general purpose of this agreement is in the mutual interest of the employer and employee, to provide for the profitable operation of the plant under methods which will further to the fullest extent possible, the safety and welfare of the employee and economy of operation, quality and quantity of output, cleanliness of plant, and protection of property.

1.02 - It is recognized by this agreement to be the duty of the Company and the employees to co-operate fully, individually and collectively, for the advancement of these conditions.

Section 2

RECOGNITION AND JURISDICTION

2.01 - The Quebec and Ontario Paper Company recognizes CPU Local 84 as the sole and exclusive representative for the purpose of collective bargaining for those employees coming under their jurisdiction at the plant at Thorold, Ontario, as set out in the classifications attached as Appendix A from time to time save and except all employees who are part of Management are excluded from this agreement. These are defined as follows:

Managers,
Superintendents,
Supervisors,
Assistant Supervisors,
Office and Technical Staff,
Security Guards and Watchmen, and
Technical Department employees, excepting Testers on hourly rated jobs.

"also persons covered under other existing agreements".

2.02 - Where a new classification is established by the Company or where a dispute arises from the Company's decision to assign work OR reassign with the jurisdiction of one of the union parties to the collective agreement, Company operations shall not be interrupted as a result of any jurisdictional dispute that may arise between the unions and such question of jurisdiction shall be decided in accordance with the provisions of the Ontario Labour Relations Act.

2.03 - With the following exceptions, the Company agrees to the principle that salaried personnel will not perform work normally assigned to hourly-rated personnel and will so instruct its supervisory staff.

(a) Emergencies arising out of unforeseen circumstances which call for immediate action to avoid interruption of operations.

(b) The instruction or training of employees including demonstrating the proper method to accomplish the task assigned.

(c) Start-up of new equipment.

2.04 - When an hourly-rated Millwright has been promoted to foreman on a temporary basis he will not perform work normally done by an hourly-rated Millwright, and will only accept overtime or call-in work on a foreman basis. One day replacement will be understood to be from 8:00 a.m. until 8:00 a.m. the following day.

Section 3

UNION MEMBERSHIP

3.01 - All employees covered by this agreement shall maintain membership in good standing in the appropriate Union, and the Company shall assist in bringing this about.

3.02 - A check-off of Union dues and initiation fees will be maintained for those Locals who request it. Union dues will be deducted on the first and third pay period of the month. Such check-off will be on a voluntary basis irrevocable only for the duration of the contract period.

3.03 - If requested by the Local, the Company agrees to accept a notice of increase in union dues and to submit to the Local by separate cheque, the increased amount.

3.04 - The amount of union dues that have been deducted will be shown on employees' T-4 slips.

3.05 - It is mutually understood that new employees will serve a probationary period consisting of the first thirty (30) days during which time the Union will act on the employees behalf on all matters except the employee's acceptability as a permanent employee. If the employee satisfies this probationary period, the employee's seniority will be retroactive to his date of hire and he will be eligible for all benefits as provided for in the labour agreement. It is further understood that all new employees will be advised of this condition of employment when being interviewed and/or hired by the labour Relations Department;

3.06 - New employees, who are not members of the Signatory Union, shall become so within 15 days from the date they commence work. When a new employee is hired, the Employment Supervisor will notify the President or his representative, of the Local concerned within 15 days following date of employment, and shall indicate the occupation of employee and the expected period of employment, so that the necessary action may be taken by the Local.

3.07 - In hiring new employees, the Company will give preference to members of the Union, who have the necessary ability, skill and experience required to perform the work assigned to them in a manner satisfactory to the Company.

3.08 - On a one-time basis only, an employee who is promoted to any position within the Company, outside of the bargaining unit, may return to their previous bargaining unit without loss of seniority rights at the time of the promotion, providing their return to the bargaining unit is within six calendar months from the date they left the bargaining unit. This return to the bargaining unit may be made at the request of the Company or the affected employee, with 30 days written notice.

In order to return to the bargaining unit during the 6 month period cited in Paragraph 1, individual(s) will be required to maintain membership dues payable directly by him, to the concerned union. Failure to make such payments in any given month will automatically nullify the employee's right to return to the Bargaining Unit as set out in Paragraph 1. It is understood that for such period, the Union shall not represent the individual nor will he participate in any union activities or business.

Section 4

TERM OF AGREEMENT

4.01 - This agreement shall remain in force for three years, from May 1, 1990 to April 30, 1993, and shall be renewed from year to year thereafter, in its present form unless written notice of desire to amend, modify or cancel any portion of any of the terms hereof is given by either party to the other at least not more than 90 days and not less than 30 days prior to the expiration of any such annual period. The Company and the Union will discuss before the date of expiration of the contract a date at which to start negotiations which will be mutually satisfactory to both parties.

Section 5

LOCAL ADJUSTMENTS

5.01 - Except for jobs covered under the Job Classification Plan, the Union shall have the right to discuss local adjustments with the Management as they arise. It is understood that local adjustments are construed to mean the consideration of individual job rates in cases of gross inequality or major changes in job responsibility or work load. Failure to agree on any such cases shall in no way interfere with the terms of the collective agreement.

Section 6
JOB EVALUATION

6.01 - All jobs in the jurisdiction of C.P.U. Locals 101 and 84 (including Mill Oilers) with the exception of mechanical trades and related occupations and jobs covered by the Papermakers' Wage Scale will be classified using the Pulp and Paper Manufacturers' Job Classification Plan Explanatory Booklet dated June 1, 1974.

6.02 - The Job Classification Plan will be implemented May 1, 1980, and any upward adjustments required will be fully effective on that date.

6.03 - Implementation

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

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

4. Those employees red-circled in their present classification will continue to receive the red-circled rate until they are promoted or transferred, or rate adjustments referred to in item 6 below take place. New employees or employees transferred or posted to a classification where another employee was red-circled will be paid the rate of the classification and not the red-circled rate.
5. General increases will apply to all occupations
6. Adjustments to the scale will not apply to employees whose rates are red-circled except in the case where the difference between the "red circled" rate and the "class" rate is less than the total adjustment. In such a case, the difference will be applied and the "red circle" will be discontinued.
7. The Hill Committee will meet as required.
8. The Joint Classification Committee will meet as required.
9. As a condition of continued participation in the plan by Quebec and Ontario Paper Company, and in consideration of the Company's agreement to adhere to

the general principles of the Job Classification Plan, the Union agrees that it will not cause or be party to the modification of any essential element of a Job Classification Plan in any other pulp and paper company in the Eastern Canadian Industry to which the Union is a party, unless such modification is agreed to by all participating companies.

10. On the principle that, in implementing the Job Evaluation Plan, no employee will receive less favourable treatment on any job than he did at any time prior to April 30, 1980, the following will apply.
If movement occurs downwards through lines of progression because of curtailment, individuals affected will revert to the rates they formerly enjoyed on the lower jobs to which they are transferred or the evaluated rate for the job at that particular time, whichever is higher. Conversely, in the case of reverting to a higher level of operation, when individuals move back up through their lines of progression they will be paid the rates they formerly enjoyed on the higher jobs to which they are transferred, or the evaluated rate for the job at that particular time, whichever is the higher.
11. The following Job classification Scales will be effective May 1, 1990, May 1, 1991, May 1, 1992.

JOB CLASSIFICATION SCALE

<u>JOB</u> <u>CLASS</u>	<u>MAY 1,</u> <u>1990</u>	<u>MAY 1,</u> <u>1991</u>	<u>MAY 1,</u> <u>1992</u>
1	16.220	17.110	18.050
2	16.400	17.300	18.250
3	16.600	17.510	18.470
4	16.780	17.700	18.670
5	17.000	17.935	18.920
6	17.210	18.160	19.160
7	17.420	18.380	19.390
8	17.640	18.610	19.630
9	17.820	18.800	19.830
10	18.090	19.080	20.130
11	18.350	19.360	20.420
12	18.580	19.600	20.680
13	18.820	19.855	20.950
14	19.080	20.130	21.240
15	19.330	20.390	21.510
16	19.650	20.730	21.870
17	19.910	21.005	22.160
18	20.190	21.300	22.470
19	20.510	21.640	22.830
20	20.800	21.940	23.150
21	21.090	22.250	23.470
22	21.360	22.530	23.770
23	21.660	22.850	24.110
24	21.990	23.200	24.480
25	22.260	23.480	24.770
26	22.550	23.790	25.100
27	22.855	24.110	25.440
28	23.150	24.420	25.760
29	23.420	24.710	26.070
30	23.730	25.035	26.410
31	23.990	25.310	26.700

Section 7
RUNNING SCHEDULE

7.01 - The regular operation of the mill will be 7 days per week. The work week begins on Sunday at 8.00 a.m. and concludes the following Sunday at 8.00 a.m., unless otherwise agreed to between the Union and the Company in a Letter of Intent.

Section 8

WAGE RATES

8.01 - The schedule of wage rates as agreed upon by the Company and the Signatory Union shall be part of this agreement and will remain in effect throughout the life of this agreement.

8.02 - A ~~60¢~~ per hour premium over and above the regular rates for Painters, Millwrights, their Helpers and others will be paid for effecting repairs or special cleaning on the following high structures.

1. Steel stacks on the Boiler House.
2. The roofs of the following storage tanks:
 - ~~6~~ and ~~7~~ broke tanks
 - ~~6~~ and ~~7~~ clear white water tanks
 - ~~Common~~ cloudy white water tank
 - ~~Deink~~ blending tank
 - Chemical/Mechanical Pulp storage tank
 - Thermal/Mechanical Pulp blending tank
 - ~~6~~ and ~~7~~ hydro sulphite bleach tanks
3. Trusses in Sales Plant excluding over hood.
4. Trusses in Machine Rooms.

5. Trusses in Paper Sheds (when one tier of rolls or less is in the shed under the trusses) (old mill).
6. Scaffolding (not including hydraulic or man lifts) with an open height of 30' or more.
(When it is necessary, scaffolding will be provided to work on high structures).
7. The roof of the marine caustic tank and the roof of the stainless steel A.P.E. storage tank, away from the platforms.
8. Deink storage tank and THP storage tank.
Further revisions may be discussed during the life of the agreement.

8.03(a) - Shift premiums shall be paid for all work performed during the evening shift 4:00 p.m. to 12 midnight, and for all work performed during the night shift 12 midnight to 8:00 a.m. as follows:

40¢ per hour on the 4:00 p.m. to 12 midnight shift
55¢ per hour on the 12 midnight to 8:00 a.m. shift

Effective May 1, 1991

40¢ per hour on the 4:00 p.m. to 12 midnight shift
60¢ per hour on the 12 midnight to 8:00 a.m. shift

(b) - When dayworkers are assigned to shift work, they shall receive the shift premiums which shall be paid for the full time worked on such shift work, including such extra time in excess of 8 hours, for which they are paid at the overtime rate. These shift premiums do not apply to day workers who continue working beyond their regular hours and for which they are paid at the overtime rate. Tour and shift workers who are absent with pay shall not be entitled to these premiums.

8.04 - When class "A" tradesmen are scheduled to work on the Sunday day shift they will receive a 10¢ an hour premium beyond their regular rate for all hours worked on Sunday and for the balance of that week (Sunday through Saturday inclusive).

Section 9

HOURS OF WORK AND OVERTIME RULES

A - DAYWORKERS

9.01 - The regular hours for Dayworkers shall be from 8:00 a.m. to 4:00 p.m. with one fifteen minute scheduled paid rest period in the morning and a thirty minute scheduled paid lunch break, during which the employee remains on the Company premises.

9.02 - Dayworkers shall be in their respective departments ready to commence work promptly at 8:00 a.m.. Machinery shall be started promptly and not stopped until 3 (three) minutes before 4.00 p.m.

9.03 - When a dayworker is required to work beyond his regular work period of 8 (eight) hours, he shall be paid at the rate of time and one-half (1-1/2) for all overtime work. However, if required to perform work on any job entirely unrelated to his original overtime task, he shall be paid a call-out for such work.

9.04 - It is understood that overtime shall not be pyramided nor more than one basis of calculating overtime be used to cover the same hours.

9.05 - If a dayworker whose normal schedule of working hours are from 8:00 a.m. to 4:00 p.m. is assigned work on a shift basis other than the 8 - 4 shift, he will be advised 24 hours prior to the time he was originally scheduled to work. If such notice is given, the employee will be paid at straight time rates and will receive the applicable shift differential. If such notice is not given, the employee will be paid at the rate of time and one half (1-1/2) for the first shift following the change.

9.06(a) - A dayworker who has completed his regular day and is called in for repair work during the hours from 4:00 p.m. to 8:00 a.m. shall receive time and one-half (1-1/2) for all time worked and in no case less than 4 (four) hours' pay, and shall perform only the emergency work which required the call-in.

(b) - An employee called in on a Sunday or a statutory holiday shall receive a minimum of 6 (six) hours' of pay.

(c) - An employee called in on a Sunday between the hours of 8:00 a.m. and 10:00 a.m. and who works 8 hours or more will be scheduled an additional day off.

(d) - If upon completion of the emergency work that necessitated the call-in, the employee is required by the Company to perform any subsequent additional work, it shall be treated as an added call-in.

(e) - An employee will be considered to be called in whether called in from his home or notified prior to leaving the mill that he will be required to return to the mill later in the same day.

(f) - A dayworker called in on his designated day off shall receive time and one-half (1-1/2) for the hours worked with a minimum of four (4) hours' pay for each call.

9.07(a) - A dayworker working in excess of 16 (sixteen) hours, lunchtime included, in a 24 hour period, 8:00 a.m. to 8:00 a.m., provided he is scheduled to work the following day, shall receive time off with pay to the extent that such work exceeds 16 hours. This will not apply to excessive hours worked as a result of an arrangement between employees.

(b) - A dayworker who is called into work and works a minimum of two (2) hours on the call-in, shall be entitled to receive time off with pay on the following day, to the extent that the hours worked on the call-in fall between the hours of 12:00 midnight and 6:00 a.m.

(c) - In the event a dayworker on a day off, is called in for work that extends into his next regular scheduled work day for the application of Clause 9.07(a) the 24-hour period would begin at the time the employee reports for work.

(d) - Employees entitled to rest time, still at work at 8:00 a.m., will continue working and will take their rest time immediately prior to the end of the day, unless otherwise mutually agreed between the employee and his supervisor.

Employees entitled to rest time and not at work at 8:00 a.m., will take their rest time prior to reporting to work.

(e) - When an employee has his classification changed temporarily from shift worker to dayworker he will be entitled to rest time as a day worker.

(f) - If a shift maintenance worker works in excess of 16 hours and is relieved by his mate but required to remain at work, he will be considered a dayworker and entitled to rest time.

(g) - On Sundays, such rest periods shall be paid at one and one-half (1-1/2) times an employee's regular rate, provided the employee is scheduled to work on that date.

9.08 - The normal work week for dayworkers shall be a 5 day, 40 hour week. Each worker shall receive 2 scheduled days off per week.

9.09(a) - The Sunday maintenance work schedule will be as follows:

Millwrights - 1 out of 9 Sundays

(b) - When working schedules for tradesmen are to be changed, the Union will be consulted and the proposed changes will be discussed at least 8 weeks in advance.

However, when it becomes necessary to change a man's day off and he has not been advised of this change by the Friday of the preceding week, he will be paid time and one-half (1-1/2) for the time worked on his original day off and given an option of an alternative day off during that week.

(c) - The normal hours of work for scheduled Sunday maintenance crews will be 8:00 am to 4:00 p.m. with a 20-minute paid lunch period.

9.10 - In an effort to equalize overtime, the Company agrees that monthly totals of overtime worked by tradesmen will be issued to the respective shop stewards. However, it must be recognized that it is not feasible to equalize call-ins for departmental mechanics assigned to different mill departments.

9.11 - If an employee has been absent from work a day or more, he shall give adequate notice to his supervisor of his intention to return. This notice should be given at least in sufficient time before 5:00 p.m. the day preceding

his return to work to change replacement arrangements prior to the beginning of the regular work period in which he intends to resume duty. If the employee fails to give the supervisor such notice to enable him to alter replacement arrangements, the supervisor may send the returning employee home when he reports to work.

B - TOUR WORKERS

9.12(a) - The schedule of hours for tour workers and hours at which tours shall change shall be from 8:00 a.m. to 4:00 p.m., 4:00 p.m. to 12 midnight, 12 midnight to 8:00 a.m., or as mutually agreed to between the Company and the Union. No tourworker will relieve his mate earlier than 15 minutes before the mutually agreed to shift change time. Shifts shall be arranged to suit the running schedule of the mill and to avoid any interruptions in normal operations.

(b) - A shift worker will be given time to eat his lunch within five hours of starting his shift.

(c) - The normal work week for tour workers excluding tour workers working 37-1/3 hour schedule shall be a 5 day, 40 hour week. Each worker shall be scheduled 2 days off per week.

(d) - 37-1/3 Hour Work Week

1.(a) The normal work week for employees on a 6-3 schedule shall average 37-1/3 hours worked with an average of 40 hours pay (including Sunday premium) over an interim cycle (nine weeks).

(b) The work period is a period of six consecutive days of work followed by three consecutive days off.

- (c) An interim cycle is a period of nine calendar weeks in which there are seven work periods of six days of work and three days off.
- (d) A complete cycle embraces three intermediate cycles spread over a period of 27 calendar weeks. At the end of this period, a new complete cycle starts in an identical way.
2. (a) Subject to the availability of work, employees in departmental labour pools will be assigned to work for 5 consecutive days followed by three consecutive days off. Only in the event of an unforeseen absence, will these days-off be altered. Should scheduling problems arise for either party, the Company will meet with the Local to discuss and attempt to resolve them.
- (b) Subject to the availability of work, employees in the central labour pool will be assigned to one of the particular groupings (1-3-6, 4-5-7, 2-8-9) and will work the allotted days during that particular calendar week. The employee's scheduled days off for that particular week may not be consecutive or on the days dictated. Labour pool employees will be assigned relief work on the basis of seniority and their capability to be trained.
- (c) The Company may, provided there is at least 8 hours between shifts, schedule departmental pool employees and central pool employees from one shift to another for the purpose of filling in on open jobs.
3. With 37-1/3 hour work week schedules in a department, manning may have to be adjusted to assure that frozen employees are spread equally through the various crews.

4. For those employees on a 37-1/3 hour work week and a 6 - 3 schedule, a week of vacation will commence the first day of the scheduled six- day work period and continue for six consecutive days. Should a statutory holiday fall within the vacation period, no additional day will be taken off for the holiday. In the event that two statutory holidays fall within the vacation period, then the provisions in the present labour agreements will apply for the second day only. Vacation pay will be based on 2.4% of the previous year's earnings for each week of vacation with the understanding that the weekly vacation pay will not be less than the employee's regular hourly rate in effect at the time of the employee's vacation multiplied by 40 (forty).
5. In order to avoid a loss of pay, an employee may elect to take a floating holiday to cover the sixth day. If a floating holiday is to be taken with vacation and the employee wishes payment in advance, he must request this at the same time that he requests advance payment for vacation.
6. In the case of a permanent promotion or for crew balancing, the Company will make the change only at the start of a new intermediate cycle. In cases of temporary promotion, these will be made on shift.

It is understood that employees who are to be promoted, will have the qualifications required for the new position.

At the beginning of an intermediate cycle, if it is known in advance that a temporary vacancy will be for the entire intermediate cycle, promotions will be made to fill this vacancy. The primary and secondary moves will be

by the senior men in each category. If the temporary vacancy is for less than a complete intermediate cycle, promotions will be made on shift. Prior to the beginning of a new intermediate cycle if it is known by the Company that the long term replacement will be completed during this new intermediate cycle the employees affected shall be moved back to his original position and until the other employee returns the move-up will be on a shift basis.

It is understood that the principle of seniority remains and temporary promotions will not be used to acquire seniority on the senior position.

9.13 - Each worker is required to be in his place when his tour begins and shall not leave his post to wash and dress until his mate relieves him and takes over the duties and responsibilities of the job.

9.14 - Should a tour worker be unable to report for work at the beginning of his shift, he shall notify his supervisor at least four hours before his shift begins.

9.15 - If a tour worker does not report for his regular shift, his mate shall notify the department supervisor. He shall then remain at his post until a substitute is secured, and, if necessary, he shall work an extra shift. In such cases, arrangements shall be made to provide him with his meals as in Section 19 of this agreement.

9.16 - If an employee has been absent from work a day or more he shall give adequate notice to his supervisor of his intention to return.

This notice should be given at least in sufficient time to make the necessary arrangements prior to the beginning of the regular work period in which he intends to resume duty. If the employee fails to give the supervisor sufficient notice to enable him to, adjust the shifts back to the original schedule, the supervisor may send the returning employee home when he reports for work.

9.17 - If a shift worker who has been assigned to a regular shift is required by the Company to change his shift, he shall be paid at the rate of time and one-half for the first shift, provided he has not been given notice of such change 16 hours in advance of the time he was originally scheduled to begin work.

9.18 - Tour workers shall be paid at the rate of time and one-half for all work performed beyond their regular daily hours of work, with the following exceptions:

- (a) when such work is caused by the change of shifts.
- (b) overtime worked by special arrangements between a tour worker and his mate to exchange shifts with the approval of his supervisor, and when this can be accomplished without additional cost or penalty to the Company.
- (c) when required to replace an employee for tardiness up to 2 hours, whatever the cause of tardiness may be, in which event the time worked shall be paid at the straight time rate. Whenever tardiness exceeds 2 hours, the total time during which the tour worker replaces his mate shall be paid at the rate of time and one-half. It is agreed that employees who fail to report for work, or who, in any way, penalize their mates or the Company under this overtime arrangement will be subject to the following rules and penalties for absenteeism.

(i) Should investigation of a case of absenteeism fail to **disclose** a bona fide reason, Management may discipline the absentee as follows:

1. First **case** - warning.
2. Second case - up to **3** days' layoff.
3. Third case - suspension subject to discharge.

(ii) It is understood that should an employee have a clear record for a **12** month period between the first and **second** case, or between the second and third case or after the third case, the record shall be considered clear and any disciplinary record will be destroyed. Disciplinary action under these rules shall be subject to the Grievance Procedures.

9.19 - If it is necessary for the Company to pay **overtime** as a result of a temporary vacancy, preference **for** this overtime will be given to the man or men **working** on the job that day.

9.20 - Except as noted, **four workers** called on duty after regular working hours or on their scheduled days off, shall receive time and one-half for all overtime **work**, and in **no** case shall they receive less than **4** hours' pay at regular rates for the **work performed** on each call. An employee called in on a Sunday or a paid holiday shall receive a minimum of **6** hours' pay.

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

C - GENERAL

9.22 - An employee who has been called on duty prior to his regular working hours for emergency work which is *not* completed when his day or shift begins and for which work he is receiving pay at the rate of time and one-half, shall continue to receive the overtime rate until the emergency work is completed or until he is allowed to go home or return to his regular work. After an employee has completed 8 hours' work as a result of such call-in whether on the emergency or on his regular work, he can be required to leave either work and go home at the discretion of the supervisor. In no case will he be paid less than 4 hours for the work performed as a result of the call-in. The foregoing provisions do not apply in the case of those employees who are required to start work before 8:00 a.m. on start-ups.

9.23 - An employee who reports for duty at the beginning of his normal day, shift or tour, and finds that his work schedule has been changed and reasonable effort has not been made to notify him, shall, if possible, be given an opportunity to do other work for 4 hours or more and the employee will be expected to accept such work. However, if 4 hours' work or more is not available, 2 hours at normal time shall be paid. If the employee is requested to perform any work, he shall not be paid less than 4 hours.

9.24 - All workers shall be paid at the rate of time and one-half for all work performed between 8:00 a.m. Sunday and 8:00 a.m. Monday, also for all work performed on those days designated elsewhere in this agreement as recognized statutory holidays.

9.25 - Double time will be paid to all employees who work beyond 8 hours on Sunday and/or statutory holidays. The statutory holidays will be those referred to in Clause 33.01 of this labour agreement.

9.26 - When an employee wishes to change his scheduled or designated day(s) off, he will notify his supervisor at least 24 hours in advance and if such a change is mutually agreed upon by the employee and his supervisor, then the employee will work at straight time rates on the day(s) off originally scheduled as his scheduled or recognized day(s) off. On the other hand, if he is required to work on the alternate day(s) mutually agreed upon as his day(s) off he shall be paid at the overtime rate. An employee's day off from work shall be considered to be from 8:00 a.m. to 8:00 a.m.

9.27 - When employees request approval for a personal arrangement to exchange shifts or days off, they must specify to their supervisor the shift and/or days to be exchanged.

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

D - RULES FOR SHIFT MILLWRIGHTS

9.29 - Vacations

Two shift millwrights and five day millwrights will be allowed off at any one time for vacations. Vacations have priority over floaters. For vacation purposes, the two groups will be considered separate. Vacations will be allowed, based on mill seniority. Shift relief millwrights will be in the day millwright group for vacation purposes.

9.30 - Reliefs

There will be three millwrights used for shift relief based on department seniority. The Company will attempt to assign the relief equally amongst these three. If there is a long absence, the junior shift relief will be assigned to it. On 2-week vacations, etc., the same man will be used for both weeks.

Relief Millwrights when replacing regular shift personnel will work a 5-day 40 hour week unless assigned to 6/3.

When an absence occurs in the shift group it will be determined, where possible, how long the absence will be;

- a) If the absence will be 4 work cycles or more, the junior relief man will be assigned to replace the absent shift man, as soon as practical, and the relief will follow the 6/3 schedule of the man he is replacing.
- b) If the absence period is unknown after 1 work cycle, the junior relief man will be assigned to replace the absent shift man as soon as practical, and the relief will follow the 6/3 schedule he is replacing.

Once the absent employee returns, the relief man will be re-assigned to day work 1 day extra (straight time) if required to make up lost paid hours due to working the 6/3 schedule. (exclusive of overtime).

9.31 - General

1. The reliefs when relieving the shift millwrights, will work in accordance with 9.12 (d).
If a statutory holiday falls in a week in which a relief millwright is working as both a shift and day millwright, he will be considered as a day worker for purposes of the statutory holiday.
2. Day shift millwrights will not be replaced. Shift millwrights on the 4-12 and 12-8 shifts will be replaced by either:
 - (a) Straight time.
 - (b) For first absence when short notice is given the shift man will work a double.
 - (c) By splitting shifts.

3. The shift relief millwright scheduled to work the full week before and the full week after his regular scheduled weekend as a day worker, will be excused where possible of working his scheduled weekend. This is to avoid excessive periods of work without a day off.
4. If a senior millwright decides to go on shift, he must notify the Company in writing before the start of a 9-week cycle closest to the start of a calendar year. The employee would then stay on shift for a period of not less than 54 weeks and will remain on shift until notice is again given in writing indicating his intention to come off shift.
5. The hours of work for shift millwrights will be 7:30 - 3:30, 3:30 - 11:30, 11:30 - 7:30.

Section 10

PAPER MACHINE BREAKDOWN OR REBUILD

10.01 - In the event of a breakdown or rebuild of a paper machine of five days or less, all normal shut-downs occasioned by normal clean-up, clothing changes and scheduled normal maintenance, the operating crews in the Pulp Hills and the Yard Crew will be provided with work and will be paid at the rate of their regular occupations.

Section 11

WIRE CLAUSE

11.01 - All employees called into the mill, or held over at the completion of their shift to assist in changing a wire on one machine will be paid 6 hours. Two and one-half hours will be considered the period required for changing wires, and time worked by these employees on a wire change exceeding this two and one-half hour period will be paid at time and one-half.

11.02 - If, during a wire change a second or subsequent wire change is initiated before the wire change has reached the stage where all the spacer blocks have been replaced, the crew will be paid 6 hours plus time and one half for the time worked beyond two and one-half hours. If the initial, second or subsequent, wire change(s) have progressed beyond the aforementioned stage(s), the crew will be paid 6 hours for each wire change initiated.

11.03 - If the wire crew commences to put a wire on a machine before the end of their regular work period, and continues such work after the end of their work period, they shall be paid for the hours worked plus not less than one hour to cover overtime.

11.04 - When paper machines operate on a seven day basis the millwright assisting in putting on wires will receive 6 hours pay and 2 hours will be deducted from the regular hours of work.

Section 12

MILL RULES

12.01 - It is agreed and understood that all rules and regulations issued by the Company, including safety regulations, which do not conflict with the provisions of this agreement, are affirmed and will continue in force during the life of this agreement and any extension thereof.

Section 13

DISCIPLINARY ACTION

13.01 - When a supervisor summons an employee into his office for possible disciplinary action, the employee shall have the option of being accompanied by a Union representative, and shall be given 1 hour's notice prior to such meeting.

13.02 - Except for a discharge due to striking a fellow worker or supervisor, theft, or refusal to perform assigned work, an employee whom the Company discharges shall be returned to active work once the Union has referred a grievance to arbitration. The employee will then remain at work until such time as the Arbitration Board renders a decision. If arbitration up-holds the discharge of the employee returned to work, the discharge will be instituted after receipt of the arbitration decision.

Section 14

WORKING CONDITIONS

14.01 - The Company will meet at least twice a year to discuss and work out with a committee from the Unions, ways of improving working conditions in the Hill. The committee will consist of two representatives from Local 84, one from Local 101, one from Local 35, one from Local 1477 and two from the Trades Locals, making a total of seven.

Section 15

SAFETY SHOES

15.01 - The Company will pay \$25.00 towards the purchase of employee's protective footwear.

Section 16
CLOTHING REPLACEMENT

16.01 - The Company will replace employee's work clothing where this has been destroyed through the fault of the Company and not through normal wear and tear. In case of misunderstanding between the employee and his supervisor, the matter will be brought to the attention of the Manager who will settle such misunderstanding.

16.02 - Employees who are regularly classified as Painters will be provided with replacement painters coveralls when replacement is required as a result of spray painting.

The Manager of Mechanical Maintenance will requisition such clothing through the Stores Department.

Section 17
TOOL REPLACEMENT

17.01 - The Company will repair or replace broken hand tools with kind that are turned in to the supervisor.

17.02 - An annual tool allowance of \$25.00 to Class "A" mechanics with 3 years' seniority as "A" mechanics will be paid. The Initial payment will be made upon completion of the 3rd year as a Class "A" Mechanic with the Company. Subsequent annual payments will be made during January of each year.

Section 18

TRAINING

18.01 - In the interest of a safe and efficient operation, the Company recognizes the need for adequate training. It is not prepared to commit to a set period of time for each individual. However, every effort will be made to avoid training on the midnight shift and to assure once the training has started, that it will continue uninterrupted until completed.

18.02 - The Company agrees that when establishing a training program, the Local Union Committee will be consulted and asked for their input.

Section 19

PROVISION OF MEALS

19.01 - An employee required to work overtime and who works one hour will be entitled to a full course meal. For each four hours of overtime worked beyond the first hour, he will be entitled to an additional meal. A maximum of 20 minutes is to be allotted in which to obtain a meal.

19.02 - Employees who are called into the mill in an emergency shall be provided with their meals when required to work past a normal meal time. Circumstances regarding the work being performed will govern whether an employee is granted the 20 minutes maximum allowance or the normal meal time of 1/2 hour.

19.03 - Supervisors will issue a requisition on Stores for the necessary meal tickets when the cafeteria is open. When meals cannot be obtained from this source, the supervisor will arrange to obtain meals from outside.

19.04 - The value of a meal ticket relates to a meal which consists of one portion of each of the following items:
Soup, meat, vegetable, potatoes, dessert, beverage (tea, coffee or Cup of milk), bread and butter. A meal ticket may be exchanged for any food or beverage of equivalent value sold at the cafeteria.
The above advice will be posted at the cafeteria.

Section 20
JOB SECURITY

20.01 - Objective

The Company and the Union recognize that technological change, while necessary to the industry, may have an impact on employees through a reduction or reorganization of the work force. It is the purpose of the following provisions to assist employees in adjusting to the effects of such change.

20.02 - Definition of Technological Change

Technological change shall include automation, mechanization, process change and the introduction or elimination of equipment.

20.03 - Required Notice

The Company must advise the Union as soon as possible, and in any case not less than one hundred and twenty (120) days before the introduction of any technological change which the Company has decided to introduce.

The Company agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to jointly consider practical ways and means of minimizing the adverse effect on employees displaced by such change. Such discussions will be held as soon as possible following notification of the Union of impending technological change, and in any case not less than sixty (60) days prior to the expected date of the change.

20.04 - Seniority Status

In the event that it is necessary, crews will be reduced in accordance with the Seniority Article of this agreement. If an employee with one year's continuous employment is set back to a lower paid job due to job elimination under conditions set forth above, he shall retain the rate of his previous job for an initial period of three months.

For an additional period of three (3) months, an adjusted rate will be established midway between this rate and the rate for his new job. At the end of the six (6) months period, the rate for the job to which he is assigned will apply. Seasonal or Labour Pool employees are not covered by this clause.

20.05 - Severance

If an employee with eighteen (18) months or more continuous service is to be laid off due to job elimination, under the conditions set forth above, the provisions of the Severance Pay Clause in this agreement will apply.

It is understood that the above Job Security Clause will apply in all areas with the exception of the present mill modernization program.

Section 21

SENIORITY

21.01 - For the purpose of this agreement "seniority" shall be defined as follows:

- (a) Hill Seniority - it shall mean the length of continuous service an employee works with the Company.
- (b) Department Seniority - it shall mean the length of continuous service an employee works in a particular department once posted to that department.
- (c) Job Seniority - for record purposes, it shall mean the length of continuous service an employee works on a particular job gained through a permanent job posting or a permanent promotion in the line of progression. However, in the case of the line of progression, an employee may hold seniority over a frozen employee as a result of a temporary promotion provided he has worked on a higher job classification at some point in time.

21.02 - Promotions in a line of progression within a department will be made on the basis of the employee with the greatest job seniority, subject to the condition that consideration be given to skill and ability and the employee's capability for promotion to higher occupations in the department. The initial decision in such matters to be the responsibility of the management. If necessary, the senior employee concerned, shall be given a 10-day trial period on the promotional job. At the end of the trial period an evaluation will take place if required with the employee, a representative of the Local, and the departmental manager. If unable to qualify for the position, he will be returned to his former position with full seniority.

21.03 - In the event of a reduction in the work force in a department, employees will be demoted first by reverse job seniority and secondly by reverse department seniority. From that point, they will be sent to the central pool and laid off by mill seniority.

Employees will be recalled in order of mill seniority with the Company. In each of the above cases, employees who remain, or are recalled have the skill and ability to satisfactorily perform the available work.

21.04 - When an employee's service is interrupted because he is laid off due to a lack of work, his service record with the Company will be interrupted but not broken, providing he returns to work within 7 days of notification and is employed by the Company within a period of six months from his last date of employment. In such cases the Company will advise the Local concerned at the time the employee is called back to work.

An employee's participation in the various benefit plans will be suspended during the period of lay-off unless otherwise provided in each individual plan. However, when re-hired the employee will be entitled to continue his participation in these plans without having to submit to the waiting period prescribed in each plan.

CONTRACTING OUT

22.01(a) - The Company will not contract out maintenance work or repair work on the premises which is regularly performed by employees in the bargaining unit if the Mill is equipped, if crews are available and if employees are capable of doing it and if the work is to be performed on the premises.

(b) - The Company is under no obligation to have maintenance or project trades work performed on overtime by mill employees to avoid contracting out.

(c) - No employee in the bargaining unit shall be laid off as a direct result of contracting out of bargaining unit work.

(d) - Subject to (a) above, when it becomes necessary to contract out work, the Company will make every effort to assure that the contractor selected will employ union labour. Only when this is not possible will contractors employing non-union labour be used. This commitment will also apply, where possible, to the use of trucks in the Kill Yard, but will not apply to truckers selected by our customers or suppliers.

Section 23

YORK PRACTICES

23.01 • Where applicable on the job they are performing, all properly trained tradesmen will:

- (a) Use a burning or cutting torch to perform basic cutting, not to include welding preparations or maintenance of welding and burning equipment.
- (b) Perform basic rigging (where the rigging required is such that if done incorrectly could result in serious injury or damage to equipment eg. a heavy weight that must be drifted by the use of more than one set of chain falls. This will be done by millwrights).
- (c) Operate pickup trucks to load and haul materials or equipment.
- (d) Erect own safety scaffolds (14' high plus hand rail - not to include wooden scaffolding).
- (e) Cut holes in walls and floors (where holes are required to allow pipe to pass through the wall or floor, the hole will be made by the trade requiring it.
Large holes or jack hammer work will continue to be done by construction crew).

Section 24

TRADESMEN - JOB ASSIGNMENT - TRADES FLEXIBILITY

24.01 -a) MUTUAL ASSISTANCE - TRADESMEN (DAY)

Tradesmen are normally assigned work according to their basic trade. However, employees of different trades who are working together for a specific job will assist each other during the execution of their respective tasks.

b) FLEXIBILITY - TRADESMEN (SHIFT)

A tradesman working on shift either alone or in a crew, will carry out all work of which he is capable, regardless of his trade.

The Company will identify and supply training required for the proposed changes to take effect progressively and safely.

c) With regards to the above mentioned clauses the following adjustment will take effect the first Sunday following ratification of the Collective Agreement:

Tradesmen Class A and above: \$0.50 per hour

24.02 - In addition, as soon as Flexibility-Tradesmen (Shift) takes effect, tradesmen on shift will receive an adjustment of \$0.50 an hour above their classification rate.

24.03 - The unions agree they will not initiate any jurisdictional disputes arising out of the direct results of the above agreement.

24.04 - It is understood that specified tradesmen will weld, heat and burn as required, while performing the normal function of their trade.

24.05 - The above provisions replace all practices and/or verbal or written agreements which contravene **or** prevent the application of this flexibility.

24.06 - No "permanent tradesman employee" as of the date of ratification and so identified below will be laid off as a result of any improvement of productivity caused by the implementation of Job Assignment - Trades Flexibility with the following understandings:

- a) Protection from layoff shall apply only to improvements caused exclusively by and **as** a direct result of the implementation of Job Assignment - Trades Flexibility and shall not apply to reductions which result in whole or in part from any other cause, including but not limited to: business conditions, partial operations, lack of capital work, power or mechanical outages, automation/technological improvements.
- b) Any employees hired after the date of ratification or hired on a temporary term basis will **not** be covered by the employment security provision.

c) A "permanent tradesman employee" Covered by the employment security provision will cease to be covered by the said provision:

i) when he retires early or normally or reaches age 65, whichever comes first.

ii) if he fails to fully satisfy the terms and conditions of employment.

24.07 - Employees protected from layoff for causes directly resulting from implementation of Job Assignment - Trades Flexibility:

Barclay, James	Keighan, Dan
Booth, Wes	Kenny, John
Boyd, Andrew	Kulchar, Steve
Eradshaw, Craig	Latour, Ed
Cassidy, John	Martin, Bob
Ciancio, Anthony	Mateyk, Bob
Coburn, Jim	McIntosh, Bruce
Dandy, Ron	McMillan, Robert
Davies, Brian	McNeil, James
Deurioo, Jacobus	Munderich, George
DePasquale, Leonard	Piller, Karl
Devitt, Paul	Plouffe, Andre
Dupelle, Bill	Robertson, Brian
Ferland, Carl	Rogers, Robert
Franklin, Dennis	Sagloski, Philip
Gendron, Andre	Skitch, Brydon
Gray, William	Stevens, John
Horvath, James	Touhey, Michael
Hoven, Patrick	Wade, Harvey
Hradsky, Jerry	Wawrusczak, Stan
Hughey, William	Weems, Raymond
Joyce, Rodney	
Kauppinen, Andy	

INTEGRATION OF MILLWRIGHTS, IRONWORKERS & RIGGERS

25.01 - Crews

As a direct result of the agreement on the integration of millwrights, ironworkers and riggers, there will, for the life of this collective agreement, be no lay-off of the employees listed below:

Saunders, James	Kaighan, Dan
Booth, Wes	Kulchar, Steve
Boyd, Andrew	Latour, Ed
Bradshaw, Craig	Martin, Bob
Cassidy, John	Matyck, Bob
Clancio, Anthony	McIntosh, Bruce
Coburn, Jim	McNeil, James
Dandy, Ron	Mundelich, George
Davies, Brian	Piller, Karl
DePasquale, Leonard	Plouffe, Andre
Dupelle, Bill	Robertson, Brian
Franklin, Dennis	Rogers, Robert
Gendron, Andre	Sagloski, Philip
Gray, William	Skitch, Brydon
Horvath, James	Stevens, John
Hoven, Patrick	Touhey, Michael
Kradsky, Jerry	Wade, Harvey
Hughes, William	Weems, Raymond
Joyce, Rodney	
Kauppinen, Andy	

25.02 - seniority

The ironworkers and riggers will retain their previous department seniority and mill seniority dates. In addition, layoffs and recall shall be made according to the individual seniority within the former ironworkers and riggers classification and they shall revert to the construction gang/labour pool and await recall.

25.03 - Cableman

P. Hoven will be assigned cableman duties and Andy Boyd will be the designated relief.

In the event of a layoff in the Project Trades Department, employees will be given notice as per the legislation including the provisions for hiring for a term or task.

All other existing terms and conditions of employment will continue subject to the following modifications.

- (a) The Company will select hourly rated supervision for the Project Trades Department as required.
- (b) Employees in the Project Trades Department will not be part of maintenance call-in list. They may be called in for work which has been assigned to the Project Trades Department. Only in situations where maintenance trades are unavailable would they be called in for maintenance work. If called in, they would be paid as per the appropriate call-in clause in the Collective Agreements.
- (c) The department will not be subject to the equalization of overtime clause in the Collective Agreements. However, if problems occur on this matter, both parties will seek a procedure, to administer the distribution of overtime.
- (d) All employees not listed in Section 26.02 will be "new employees".

The following will apply for "new employees".

- (i) There will be a probationary period of 120 scheduled working days during which time the Union will act on the employee's behalf on all matters except the employee's acceptability as a permanent employee. If the employee satisfies this probationary period, the employee's seniority will be retroactive to his date of hire. Upon completion of his probationary period, he will be eligible for all welfare benefits as specified in the Collective Agreement.

It is further understood that all "new employees" will be advised of this condition of employment when being interviewed and/or hired by the Labour Relations Department. A list of the rules applying to this department will be given at time of hiring.

- (ii) "New employees" who have completed their probationary period will have recall rights for a period of time equal to their accumulated seniority to a maximum of 18 months.

26.04 - Modified Quebec & Ontario Paper Work
Practices For Project Trades Department

- (a) In general, tradesmen will use welding equipment that they have been or will be trained to use and will assist the trade with whom they are working. For tradesmen other than members of IAM Local 268, welding will be considered an associated skill. The Company will provide the necessary training to qualify the required number of tradesmen in each jurisdiction. It is understood that a tradesman will weld as required while performing the normal functions of his trade. Tradesmen in jurisdictions other than Local 268 will not perform welding when "regular" Local 268 welders are on layoff. Members of IAM Local 268 working in the Project Trades Department will weld with all trade jurisdictions. They will assist in the work being done by obtaining and bringing to the job site, material to be welded and assisting in the positioning of fabricated parts or pipe.
- (b) Tradesmen will perform rigging. It is expected that millwrights, pipefitters and carpenters will do all of the rigging required in their respective trades. Electricians and instrument mechanics will do basic rigging and will assist millwrights for more complicated E & I installations.
- (c) Other existing work practices will continue subject to the above modifications. Tradesmen will not be required to perform work that they are not qualified to do.

PROJECT TRADES DEPARTMENT

26.01 ~ To provide the flexibility to permit the Company to accomplish designated project work in a manner which is efficient and economic and also to perform as much of this work as possible by Quebec & Ontario Paper tradesmen who would otherwise be affected by downsizing, the Company proposes to establish a "Project Trades Department" at the time that downsizing occurs.

- (a) This department will work mainly on project work as listed in the Company's Capital Plan. The services of contractors will be required for large and/or specialized projects or to supplement manning for short duration work with high manpower requirements.
- (b) Once each year after finalization of the Capital Plan, the Company will meet with the Locals involved to review the Plan and advise them of the work to be done. Other project work not included in the capital plan will be reviewed with the Locals if being contracted out.

26.02 ~ The Project Trades Department will operate in the following manner.

Crewing ~ To address the situation created by downsizing, the following employees will be designated as "regular members" of the Project Trades Department. They are in order of department seniority as follows:

The members of the Project Trades Department as of December 13, 1990 are:

Deurloo, Jacobus

Devitt, Paul

Ferland, Carl

Kenny, John

McMillan, Robert

Wawrusczak, Stan

Because of the variable nature of project type work, the number of employees in the department who are working at any point in time will be determined by the Company. employees listed above who are on temporary lay off because of lack of work in the Project Trades Department will have recall rights following their date of layoff for a period of time equal to their mill seniority to a maximum of eighteen (18) months.

The total number of employees in the Project Trades Department will be determined by the Company. Over time the number of "regular employees" in the Project Trades Department will be reduced by attrition, as employees in the list above either move into the mill maintenance department to fill vacancies as required or terminate their employment with the Company. The resulting vacancies in the Project Trades Department may be filled by "new employees".

Temporary tradesmen with seniority less than December 31, 1986 currently working in the mill maintenance department will continue in their present assignments as long as the work for which they were temporarily hired is available. When laid off, the recall provisions of the Collective Agreements will apply.

26.03 - Terms of Employment

When it becomes necessary to fill a permanent position in the maintenance department, employees within the Project Trades Department will have first preference by trade jurisdiction to transfer to the vacant position. The selection will be in accordance with the appropriate seniority clause in the applicable Collective Agreement.

In the event of a reduction of *Maintenance* crews, affected employees will displace the most junior employees of their trade jurisdiction in the "Project Trades Department", who would then in turn be laid off. The selection will be in accordance with the appropriate seniority clause in the applicable Collective Agreement.

Employees from the Project Trades Department will assist mill maintenance tradesmen for scheduled shut downs, statutory holiday shut downs, and other work as necessary. Employees from the Maintenance Department may be assigned temporarily to the Project Trades Department to gain experience in new installations. The vacancies created in the maintenance department may be filled by Project Trades Department personnel. Also from time to time employees from the Project Trades Department may be assigned to work with a Contractor.

When on lay-off, employees on the Project Trades Department recall list will be called back to work in order of seniority within the trade jurisdiction. It is the employee's responsibility to notify the Company of his address and phone number at the time of lay-off and promptly if there is a change. The Company will attempt to contact those employees required from the recall list. Employees are required to report *for* work as directed, with at least 48 hours notice.

Unless the Company is in receipt of a written waiver of recall specifying the unavailability of a laid off employee for a maximum of 15 working days, failure to report when a minimum of five consecutive days work has been offered will result in the employee being dropped to the bottom of the recall list. Manpower deficiencies may be made up by a contractor.

26.05 - General

In order to enhance a positive labour relations atmosphere, the Company will recognize a steward from each trade within the Project Trades Department to deal with any issues that arise within the Department.

The foregoing provisions will not restrict the Company from adding to or deleting the number of employees it requires for the work available. In the event of any conflict with the provisions of any of the collective agreements, the provisions of this agreement will prevail for the Project Trades Department.

Section 27

DEPARTMENT SPARE POOLS

27.01 - Departments for which there is a Departmental Spare Pool.

- Paper Mill
- Mechanical Pulping (FOI/TMP)
- Technical and Effluent Treatment
- Woodroom and Wrapper Machine
- Stores

27.02 - When vacancies occur in a line of progression, the departmental pool employees will move into the bottom position and continue to move up and down the line of progression in a normal fashion in accordance with the collective agreement, without moving through the isolated job positions.

27.03 - For future vacancies, employees applying for departmental pool positions will be awarded the position by mill seniority, subject to the condition that consideration be given to skill and ability and the employee's capability for promotion to higher occupations in the department. The assessment of ability will be based on successfully passing the "qualifying test" where such a test is required and a trial period of 28 working days on the job.

27.04 - Procedures to be followed when employees are to be tested for vacant positions.

- (i) The job posting will indicate that successful passing of the test will be required in accordance with Clause 27.05.
- (ii) Time for taking the test will be arranged so as no employee will be required to write the test when coming off the 12-8 shift.
- (iii) Employees taking the test will be given a copy of three sample questions at least 24 hours prior to writing the test.
- (iv) A representative of the local will be present as an observer at the time the test is given.
- (v) A representative of the local will be present as an observer at the time the test is marked.
- (vi) Employees who fail the test by 5 marks or less, will be allowed to rewrite the test within three calendar days, providing that if he passes the test, his seniority would entitle him to the job.

27.05 - To successfully pass the test, the following minimum marks will be required for acceptance in the respective departments:

Paper Mill	60%
Mechanical Pulping (FOI/TMP)	60%
Technical & Effluent Treatment	60%
Woodroom and Wrapper Machine	45%
Stores	50%

27.06 - On an on-going basis, employees remaining in the Central Labour Pool will be assigned available work on the basis of Hill Seniority provided they have the skill and ability to do the job in question. Employees must pass the "qualifying test" to relieve on jobs which require the test. All employees

in the Central Labour Pool will relieve in the following isolated positions according to the employee with the **greatest** mill seniority. For purposes of clarity, these procedures do not guarantee that the senior employee will be assigned to the highest paid position on a day to day basis.

Material Handling

Oxink Warehouseman
Hewsprint Trucker

Coremen

Knife Grinder
Finishing Labourer
Woodroom Utility Men
Yard Labourers
Switch Men
Lift Truck Operator

Technical Department

Technical Labourer

Administration

Janitors

Mill Stores

Lift Truck Operator
Labourer

and any other jobs that may be agreed to between the parties during the life of the collective agreement.

Section 28

JOB POSTING

28.01 - When vacancies occur in a department, the Company shall post within ten (10) working days notices concerning the bottom job in the department affected. The notices will include job description, qualifications required, job classification and the wage rate. Such posting shall be for ten (10) working days and the Company shall have the right to make a temporary appointment without penalty.

Within sixty (60) days of the posting coming down, the Company will make its selection. Selecting the employee for the permanent appointment, will be made on the basis of the senior mill employee, subject to the condition that consideration be given to skill and ability and the employee's capability for promotion to higher occupations in the department.

A copy of the job posting shall be sent to the Union with a list of all applicants and the Company's selection. Employees who are on vacation, leave of absence, sick or accident leave will be given an opportunity to apply for the vacancy, provided they make their intention known to the Company in writing prior to or during their absence.

28.02 - Where it is anticipated that the duration of a temporary job vacancy will be three or more months, these jobs (where there is not a recognized incumbent) shall be posted.

28.03 - A permanently posted employee who is absent from work on Long Term Disability or Worker's Compensation for more than twelve (12) months shall no longer be considered posted to their particular job position and such position or the bottom job in the line of progression shall be posted on a permanent basis.

Should the employee return to work after the opening has been filled the returning employee shall return to the position he would have held had he not been off in the first place. The employee being bumped shall return to the central pool, or in the case of a line of progression he shall be moved down through the line of progression in accordance with the normal rules and the most junior employee shall return to central pool.

Section 29
VACATIONS WITH PAY

29.01 - After completion of one year of continuous service, each employee is entitled to a vacation with pay in each calendar year under the following conditions.

29.02 - Vacation taken in any calendar year shall be based on the work performed in the preceding calendar year, except in the case of new employees as provided in Clause 29.11.

29.03 - Management will give due consideration to accumulation of paid vacations if taken between October 1st and May 31st subject to the other provisions of this section.

29.04 - Length of vacations shall be determined as follows:

All employees who have completed service of -

1 year or more are entitled to 2 weeks vacation
4 years or more are entitled to 3 weeks vacation
9 years or more are entitled to 4 weeks vacation
20 years or more are entitled to 5 weeks vacation
25 years or more are entitled to 6 weeks vacation

29.05 - All employees in the year they attain the following ages and who have completed 25 or more years of continuous service will be entitled to the following week(s) vacation with pay in addition to their regular vacation.

Age 60 -- 1 week
Age 61 -- 2 weeks
Age 62 -- 3 weeks
Age 63 -- 4 weeks
Age 64 -- 5 weeks

29.06 - Employees taking vacations during the period January 1 to April 30, will receive along with normal vacation pay, an additional 4 hours' pay per week at their regular rate.

29.07 - Three or more consecutive weeks of vacation may be taken, provided that they fall in the period from January 1st to May 31st or October 1st to December 31st, all dates inclusive. Only with the consent of Management can this provision be altered. If any part of the vacation period falls within the period June 1st to September 30th a maximum of 2 weeks of vacation may be taken during this period. These weeks may be taken separately or as 2 consecutive weeks. Additional vacation weeks in this time period, if available, must be arranged at a time suitable to Management.

29.08 - Requests for vacation will be posted in each department as they are received. Vacation schedules will be subject to the approval of the Manager who will give consideration to seniority of service in case two or more employees conflict as to date of vacation.

29.09 - Except in determining the first vacation period for new employees, vacation eligibility for any year shall be computed as of January 1st of that year and shall be determined by the number of hours worked in the preceding calendar year as follows:

(a) To qualify for full vacation, an employee on a 10-hour schedule must have worked 1,365 hours in the preceding year. On a 37-1/3 hour schedule the employee must have worked 1,293 hours in the preceding year. If an employee has been working on both 40 and 37-1/3 hour schedules in the preceding year, he must have worked a minimum of 1,310 hours.

(b) Time lost by an employee due to illness or occupational injury shall be recognized as time worked for vacation purposes. An employee who has been absent from work as a result of illness or occupational injury for one calendar year or more will receive vacation with pay in the first year of his absence but will not be entitled to further vacation pay until after he has returned to work, at which time the employee will be allowed his full accrued vacation entitlement. Time lost by an employee on leave of absence for a period not exceeding 30 working days shall be considered as time worked.

(c) Vacations shall commence with a Sunday and end with a Saturday for employees on a 40 hr. work week. For those employees on a 37-1/3 hour work week and a 6 - 3 schedule, a week of vacation will commence the first day of the scheduled six-day work period and continue for six consecutive days.

29.10 - Vacation pay will be based on 2.4% of the previous year's earnings for each week of vacation with the understanding that the weekly vacation pay will not be less than the employee's regular hourly rate in effect at the time of the employee's vacation, multiplied by 40.

29.11 - A new employee is not eligible for his first vacation until one full year after his original date of employment, except that an employee hired after December 15th of any year may be permitted to take his first vacation on or after December 15th of the following year.

29.12 - Notwithstanding any other provision of this Section, no employee shall receive less vacation time allowance nor less vacation pay than that to which he would be entitled under the Employment Standards Act.

Section 30
BEREAVEMENT LEAVE

30.01(a) - When a death occurs to a parent, step-parent, brother, sister, step-brother, step-sister, father-in-law, mother-in-law, grandparent or grandchild of an employee, the employee will be granted leave of absence and shall be paid for 8 hours at his regular straight time rate for 3 consecutive working days lost in a 7-day period beginning with the date of death.

(b) - When death occurs to a spouse or child of an employee, the employee will be granted leave of absence and shall be paid for 8 hours at his regular straight time rate for 5 consecutive working days lost in a 7-day period beginning with the date of death.

(c) - The intent of this clause is to allow the employee to attend the funeral without loss of earnings as per 30.01 (a) or (b). However, when distance prevents the employee from attending the funeral, one day of compassionate leave will be allowed within a 7-day period, beginning with the date of death.

30.02 - Pay for bereavement leave will be at straight time even though one or more days of bereavement leave occur on a Sunday or a paid holiday.

30.03 - To be entitled to such leave of absence an employee must have 30 or more days of service with the Company and must make application for this payment within 30 days after the time lost.

Section 31

JURY DUTY PAY

31.01 - Employees will be reimbursed for the difference between Jury Duty pay and regular straight time rate for scheduled hours lost exclusive of any premium.

Section 32

SUBPOENAED WITNESS

32.01 - Employees will be reimbursed for the difference in pay between that of a subpoenaed witness and their regular straight time rate for scheduled hours lost, exclusive of any premium.

Section 33

STATUTORY HOLIDAYS

33.01 - The following days are recognized as holidays:

	<u>Hours of Statutory Holiday</u>	<u>Hours of Pay</u>
New Year's Day	24	8
+ One Consecutive Day	24	8
Canada Day	24	8
Labour Day	24	8
Christmas Day	24	8
Boxing Day	24	8
Day After Boxing Day	24	8
TOTAL	<u>168</u>	<u>56</u>

The actual times for the Christmas and New Year's plus One Consecutive Day statutory holidays will be -

- a) For all production (non-maintenance) personnel
Christmas Day, December 24-8:00 a.m. to Day After Boxing Day,
December 27-8:00 a.m. New Years Day plus One Consecutive Day,
December 31 - 8:00 a.m. to January 2 - 8:00 a.m.
- b) For all maintenance personnel (Dayworkers)
Christmas Day, December 24-4:00 p.m. to Day After Boxing Day,
December 27-4:00 p.m.

The Company will make every effort to ensure that all maintenance work is completed by 4:00 p.m. on December 24.

New Year's Day plus One Consecutive Day - December 31,
4:00 p.m. to January 2 - 4:00 p.m.

Total amount of Statutory Holiday pay and floating holiday pay will be 96 hours.

33.02 - To be entitled to pay for a statutory holiday, an employee must have been on the payroll for 15 days or more. An employee will receive the regular rate of pay of the job that he would have worked, had he been at work, on the Statutory holiday. Labour Pool employees will be so paid only when assigned to a department for a full week which includes the statutory holiday.

33.03 - All eligible employees who worked the day previous to any of the above holidays or the last regular shift which they were required to work before the holidays shall be paid for such holidays.

33.04(a) - For employees on a 40 hour work week, when one of these statutory holidays falls within an employee's annual vacation period, the following conditions will apply:

Vacation period may be extended one day (2 days for Christmas and New Year's), the day(s) to be added at the beginning or the end of the vacation period as mutually agreed by the employee and his supervisor, or the employee may elect to accept the holiday pay without taking the day(s) off.

(b) - For employees on a 37-1/3 work week, should a statutory holiday fall within the vacation period, no additional day will be taken off for the holiday. In the event that two statutory holidays fall within the vacation period, then the option as illustrated in (a) above may apply to the second day only.

33.05 - An employee who is required to work on any of these statutory holidays may take a day(?) off, on a date mutually satisfactory to the employee and to the supervisor of his department.

However such day(s) off must be taken within a 4-week period, after the holiday, including the week in which the holiday occurred. Following are exceptions to this Clause:

- (a) No dayworker shall consider a statutory holiday as a day off.
- (b) A shift worker whose day off falls on a statutory holiday must consider it a day off.
- (c) Any shift worker whose shift schedule requires him to work on a statutory holiday will not be required to take another day off unless he so desires.

Section 34

OPERATION OF THE MILL DURING A STATUTORY HOLIDAY

34.01 - a) Notwithstanding the provisions of the Collective Agreement and in particular those provided for in Article 33:01 Local 84, the Company will have the right to operate the mill during the statutory holidays of Canada Day and New Year's Day and + One Consecutive Day.

In 1991, the Company will not exercise its right to operate on New Year's Day and + One Consecutive Day.

34:02 - The Company will attempt to advise the union sixty (60) calendar days in advance of its intention to operate on a statutory holiday. Under no circumstance will the notification period be less than thirty (30) calendar days.

34:03 - When production continues during the above statutory holidays, crews will be kept to a minimum to ensure efficient manufacturing, similar to a Saturday or Sunday.

34:04 - a) The statutory holiday will be paid on the basis of the revised statutory holiday schedule in the foregoing.

b) In addition to the statutory holiday pay, the employee who works during a scheduled mill holiday period during which the Company exercises its option to operate the mill will be paid as follows:

- i) double time is paid for hours worked during the scheduled statutory holiday.
- ii) for each hour worked, an additional payment will be made of one (1) hour at the rate of pay of the Job at which the employee worked.
- iii) an employee who works a complete shift during the twenty-four (24) hours of a statutory holiday can take a day off without pay before the following month of May at a time agreed upon between the employee and his department supervisor.

c) - This agreement does not apply to employees whose regular work must take place during statutory holidays while the mill is not in operation. The employees will be paid according to Article 9.24.

d) - The employee who does not work during his statutory holiday will be paid according to the provisions of the various Articles on Statutory Holiday pay.

34:05 - a) Employees required by the Company to work on such statutory holidays will be scheduled by following the regular weekly work schedule, the number of employees being limited to the strict minimum required to operate the mill efficiently.

b) Scheduled employees wishing to be excused from working a statutory holiday will apply in writing to their supervisor twenty one (21) calendar days prior to the commencement of the statutory holiday.

c) Vacancies on each shift resulting from these requests will be filled in a manner similar to the manner in which the vacancies created by floating holidays are normally filled, with move-ups conducted on each shift.

d) Vacancies remaining after these shift promotions will be filled by qualified employees on their scheduled day off. The Company will approach those employees in order of seniority with first choice to the senior qualified employee available at the job level of the vacancy.

e) No employee will be scheduled to work for sixteen (16) consecutive hours.

f) No employee will be scheduled to work at a job level which is more than two classifications above his classified job.

g) Failure to identify qualified employees on their day off willing to work the statutory holiday will result in the requests of the junior scheduled employees being denied as outlined in 34:05 b) and therefore these employees will be required to work.

34.06 - a) - During the total shutdown of the mill for statutory holidays, procedures for shutdown and for start-up of the mill will be carried out during the hours of the designated shutdown.

b) On statutory holidays when the mill is to be shut down, certain employees may be required to work up to four additional hours at the beginning of the statutory holiday and four additional hours at the end of the statutory holiday to perform shutdown and startup procedures respectively. These procedures will not be scheduled between 4:00 p.m., December 24 and 12:00 noon December 26.

The foregoing procedure will not apply to the labour Day statutory holiday.

c) As in the past, employees may be called in from home to perform certain shutdown and startup job assignments. Departmental call in rules will apply.

34.07 - During the mill statutory holiday shutdowns when the Company does not manufacture end products, the Company will schedule, on a voluntary basis, maintenance and Project Trades employees necessary to perform the required work. Should the number of qualified volunteers be insufficient to fill the required jobs, the Company will have the right to schedule, in reverse order of seniority, the necessary number of maintenance and Project Trades employees who possess the required skills and qualifications to efficiently perform the work in question.

It is understood that prior to the Company *scheduling* junior people, the option of utilizing outside trades will be exhausted.

34.08 - An employee who works during a statutory holiday when production is not scheduled as outlined will be paid according to Section 9.24,

**. Section 35
FLOATING HOLIDAYS**

35.01(a) - An employee who completes 6 months of continuous service with the Company is entitled to 5 additional holidays with pay calculated at his regular occupational rate. No wages will be paid under this clause unless the employee actually takes the time off. An employee will receive the regular rate of pay of the job that he would have worked, had he been at work, on the floating holiday. Labour Pool employees will be so paid only when assigned to a department for a full week which includes the day of the floating holiday.

(b) - Employees recalled from lay-off, who have been employed for less than six months in a calendar year, will be entitled to one floating holiday for each accumulated two months of employment in that year.

After accumulating six months employment in the calendar year, they will be entitled to the balance of the floating holidays provided under the terms of this section.

35.02 - If a shift worker is required to work extra shifts as a result of his mate taking any of these days off, he shall be paid at the rate of time and one-half for such extra shifts. These holidays shall be taken on a schedule that will not interfere with the efficiency of operations. If an employee is required to work on any of these holidays after definite dates have been agreed up-on, he shall be paid at the rate of time and one-half for all work performed on these days.

35.03 - All requests for a floating holiday will be posted on bulletin boards as received by the department head. At least 7 days before the desired day off the employee will have his request granted or an alternative date will be mutually agreed upon. All such holidays must be scheduled on or before October 1st each year. If not scheduled by October 1st, the supervisor shall assign the day(s) that this holiday is to be taken.

35.04 - In each mill department a maximum number of absences for holidays and vacation is set. Requests for Floating Holidays up to this maximum will be approved provided suitable relief is available.

35.05 - Dayworkers in the tradesmen classification may be permitted to take 2 of their floating holidays per year on a half-day basis.

Section 36 SEVERANCE PAY

36.01 - All persons who are employed on a year-round basis on jobs within the Unions' jurisdiction who have 18 months or more of continuous service will be eligible for severance pay when laid off by Company action because there is no work available to which their seniority entitles them. For the purpose of qualifying for severance pay, adjusted seniority will be considered as continuous service.

(a) A laid off employee entitled to severance pay will be paid 2 percent of his total earnings for the last full period of continuous service. One-half of his severance pay due will be paid after the employee has been laid off 6 weeks. The second half of the severance pay due will be paid after the employee has been laid off 3 months.

(b) An employee's recall rights will not be affected in any manner because of the payment of Severance pay. He will, however, be expected to accept whatever employment is offered to him. If recall occurs before the time when the severance payment is due, no such payment will be made. If an employee is offered recall according to the applicable recall provision in his case and it is refused, all recall and severance pay rights are automatically cancelled.

- (c) If an employee is recalled after having received all of his severance pay due him, he will start as of the date of his return to accumulate a new period of time which will be credited toward any future layoff.
- (d) If an employee is recalled after having received one-half of the severance pay due him, he will, upon return to work, start accumulating a new period of time which will, in addition to the unpaid portion, be credited toward any future layoff.

Section 37

DIRECT BANKING

37.01 - An employee's weekly pay will be deposited with a banking institution of the employee's choice. The employee will give to the company the name of the banking institution and bank account. Pay stubs will be distributed by supervisors or designates at the mill.

Section 38

OCCUPATIONAL HEALTH AND SAFETY

38.01 - The composition of the Union-Management Health and Safety Committee will be 3 representatives from Locals 101 & 84 and 2 representatives from each of the other Local Unions. The Local Unions will be responsible to assure that their representatives attend all safety meetings.

38.02 - The Company will, through the Union Management Health and Safety Committee, keep employees informed on new and existing equipment and chemicals being used. Requests for the monitoring of conditions or substances in the work place should be made through either supervisors or the Health & Safety Committee.

38.03 - When as a result of a serious accident, a department manager has been called into the mill, the department manager or the Supervisor, Loss Control will call a Safety Representative.

38.04 - If a member of the Health & Safety Committee feels that an interim meeting is required he will contact the Supervisor, Loss Control or Labour Relations Manager and together they will determine if a meeting is necessary.

38.05 ~ When safety meetings are called, the Safety Representative, except in an emergency, will be released from his job in order to attend the meeting.

38.06 - When an employee is assigned to a department for the first time the department will be advised so that the supervisor will review with the employee his duties and the safety hazards.

Section 39
UNION BUSINESS

39.01 - When a Union executive has approval to be absent from work for Union business of up to a maximum period of two weeks at any one time, the Company will pay his wages for the period of absence. Once per month the Company will invoice the Union for the gross amount of these wages paid and the Union will repay the Company within 30 days.

Section 40
RETIREMENT AND GROUP INSURANCE Pulls

40.01 - The following benefit plans which are described in separate documents, form part of this labour agreement; Retirement Plan, Life Insurance Plan, Major Medical Plan, Sickness and Disability Plan, Long Term Disability Plan, Dental Plan and Vision Care Plan.

40.02 - Employees claiming Workmen's Compensation benefits will be advised that they could possibly qualify for partial benefit under the Weekly Indemnity Plan.

40:03 - The Company will pay the premium for a Semi-Private Hospital Plan.

40.04 - The Company will enroll all pensioners 65 years of age and over and their eligible dependents in:

- (a) The Major Medical Plan (no deductible)
- (b) The Semi-Private Hospital Plan.

Section 41
ADJUSTMENT OF COMPLAINTS AND GRIEVANCES

GRIEVANCE PROCEDURE

To prevent minor complaints from becoming grievances, an employee should first discuss his complaint with his immediate supervisor within *nine* calendar days after the circumstances giving rise to the complaint were known or should have been known. The supervisor shall give his response to the complaint within five calendar days and failing settlement or failing response, it may be then taken up as a grievance within seven calendar days following the advice of the immediate supervisor's decision in the following manner and *sequence*.

For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.

For the purposes of this Article, reference to '~~days~~' relating to Steps in the grievance and arbitration procedure shall exclude Saturdays, Sundays and paid holidays.

1st Step

A grievance shall be presented in writing to the department (salaried) supervisor by the employee and/or his union representative. The department supervisor shall give his reply in writing within three working days of receiving the complaint.

2nd Step

If the department supervisor fails to adjust the grievance in a satisfactory manner, it shall be referred by the Union to the department manager/superintendent in writing within seven calendar days following the reply of the department supervisor. The department manager/superintendent shall give his reply in writing within seven calendar days.

3rd Step

If his reply is not satisfactory, the Union shall submit the grievance in writing to the appropriate manager or designate within ten calendar days from the date of the reply from the department manager. The appropriate manager or designate will give his reply within ten calendar days, and if the reply is not considered satisfactory, the Union shall, within twenty calendar days notify the Company in writing of its intention to submit the matter to a Board of Arbitration.

The time limit between steps may be extended by mutual consent.

If a discharged employee claims that an injustice has been done him, an appeal shall be made to the appropriate manager or designate within two calendar days (Saturday, Sunday, and holidays excepted) and if it is found that the employee has been unjustly dismissed, he shall be reinstated without loss of seniority and shall be paid for all time he has lost as a result of his dismissal,

A policy or group grievance may be initiated by either party at Step 3 of the Grievance Procedure. Such grievance shall be filed within seven calendar days after the circumstances giving rise to the grievance,

ARBITRATION

1. When the grieving party requests that a grievance be submitted to arbitration as provided in the foregoing Article, it shall make such requests in writing addressed to the other party to this Agreement, and state the matter at issue in concise terms and shall state in which respect the Agreement has been violated or misinterpreted by the reference to the specific clause or clauses relied upon. The notice shall also stipulate the nature of the relief or remedy sought. At the same time of notice, the party shall appoint a nominee. Within ten (10) days thereafter the other party shall appoint its nominee; provided, however, that if such party fails to appoint a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking arbitration procedure. The two nominees so appointed, shall select a mutually agreed upon Chairman. If the parties fail to reach agreement on the Chairman, then either party may apply to the Ministry of Labour for the Province of Ontario, who shall have the authority to appoint a Chairman.
2. No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
3. No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.
4. The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
5. The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority, the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.
6. Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the expenses, if any, of the chairman of the Arbitration Board.

7. Notwithstanding the foregoing, the parties may agree that any matter submitted by either of them to arbitration shall be dealt with by a single arbitrator.
8. a) Saturday, Sunday and Statutory Holidays are to be excluded in calculating the time limits specified in the Grievance and Arbitration procedure.

b) The time limits specified in the grievance procedure may be extended in accordance with the Ontario Labour Relations Act, Section 44 (6) except that in no case will a grievance be valid nor will Section 44 (6) apply if the grievance was not formally presented to the other party in writing within thirty (30) days of the occurrence grieved or if a grievance is not appealed for arbitration within forty-five (45) days after a written answer is received at the 3rd Step of the grievance procedure.

c) It is the intent of the parties that 8 B) will be interpreted in respect to the wording of Section 44 (6) in effect as of July 8, 1987.
9. The Board shall have jurisdiction to determine whether a grievance is arbitrable.
10. The Board in respect to a grievance involving discharge and discipline may substitute such other penalty for the discharge and discipline as seems just and reasonable in all the circumstances.

Section 42

MINUTES OF MEETINGS

42.01 - The Company will supply the Unions with minutes of meetings. When required by either the Unions or the Company, these minutes will be initialed by both parties.

Section 43
INTERRUPTION OF WORK

43.01 - It is agreed that there shall be no strikes, walk-outs, lock-outs, or other similar interruptions of work during the term of this agreement, and every effort shall be made to adjust grievances through the regular channels established in the Grievance Procedure.

Section 44
APPRENTICESHIP TRAINING

An apprenticeship training program has been established by Quebec and Ontario Paper Company to assist employees in becoming skilled tradesmen and to help provide a source of qualified replacements in the trade classification required in the Company's mill in Thorold.

The program shall cover a minimum of 4 years and will be completed in 5 years.

The Company shall determine the number of apprentices required and shall fill these requirements at its discretion.

Quebec and Ontario Paper Company will continue to reserve the right to determine the number of journeymen required at the Thorold Mill, therefore cannot guarantee employment upon the apprentices' successful completion.

If, when the period of apprenticeship is successfully completed, there is a vacancy for Class "A" Tradesmen in the trade for which the apprentice is qualified, the apprentice will be granted 2 years' job Seniority as a Class "A" Tradesman.

LOST TIME

Apprentices who lose time during the period of their apprenticeship because of accident or illness shall be subject to the lost time clause under the following conditions:

1. Lost time of five or more consecutive work days in each apprenticeship year will be recorded as lost time from day one.

2. All time lost shall be allowed to accumulate to a maximum of 20 days over the period of their apprenticeship.

3. Days lost in excess of the 20 days shall then be assessed as make up time.

The apprentice* who completes the program first shall be promoted first if and when an opening occurs in the trade they were trained in.

In cases of more than one graduating at the same time, the apprentice with the greatest mill seniority in any one group shall be promoted first.

* In the case of electrical apprentices, trade certification must also be obtained,

QUALIFICATIONS FOR APPRENTICESHIP

1. Applicants for an apprenticeship course must have completed Grade 12 (or equivalent) to include Maths, Physics at the Grade 12 level.
2. Applicants must successfully pass an Aptitude Test, and a Dexterity Test.
3. Applicants must be examined by the Company Doctor, and must be declared physically fit to perform the duties required for the trade.

SELECTION

1. All openings for apprenticeships shall be posted. First consideration shall be given to present employees, however, if in the Company's opinion, there are no suitable applicants among its present employees, the Company shall have the right to hire qualified personnel from outside sources.
2. Applicants meeting the acceptance requirements will be interviewed by a Company representative.
3. The final selection of an apprentice from among the qualified applicants shall be made by the Company, taking into consideration past performance with the Company and seniority of all applicants.

PERIOD OF APPRENTICESHIP

1. The apprenticeship term shall be divided into 3 or more periods 1,000 hours each (25 weeks x 40 hours). These periods shall be divided between shop work and classroom instruction as arranged by the Company. For electrical apprentices to receive trade certification, Government regulations require an additional 1,000 hours of training. This may be reduced by the Ministry of Colleges and Universities depending on the education level of the apprentice.
2. The first three months of the first period shall be considered entirely a probationary period and continuance as an apprentice depends upon the ability, progress and attitude demonstrated during this trial period.
3. To be eligible for advancement at any 6 month period, an apprentice must have completed the assigned work to the satisfaction of the Department head and satisfactorily completed his studies in the related theory. In the case of correspondence courses, the required lessons must have been submitted and satisfactory grades attained.
4. An apprentice who does not qualify for advancement at the end of any 6 month period shall be considered as re-entering upon a trial period and shall be notified as to the nature of the unsatisfactory performance by his Department head. Should an apprentice fail to qualify after 3 additional months, the apprentice shall not be allowed to continue in the program.
5. During the period of apprenticeship, the apprentice shall purchase over a reasonable period of time, necessary tools as outlined by the Department head.
6. Termination: Employment of apprentices may be terminated for cause of infractions of Company rules, inaptitude or lack of interest.

CANCELLATION OF APPRENTICESHIP

In the event that the apprentice, during the first six months of the apprenticeship, feels unqualified for the work and desires to be released from the contract, the Company, upon written request, may cancel the contract, and return the employee to the Labour Pool.

If, at the end of any trial period, the employee is not allowed to continue in the apprenticeship, the employee shall be returned to the Labour Pool.

WAGE SCHEDULE FOR APPRENTICES

Apprentices admitted to the program will start at a rate equal to 70% of the "A" Tradesman rate or the Mill base rate, whichever is the greater. After fulfilling all requirements of the Apprenticeship Program and approved By his department head, the apprentice's rate will be increased as follows; however, in no case will he be paid less than the base rate.

Class 8	-	1st 1,000 hours	-	70%
Class 7	-	2nd 1,000 hours	-	70%
Class 6	-	3rd 1,000 hours	-	75%
Class 5	-	4th 1,000 hours	-	75%
Class 4	-	5th 1,000 hours	-	80%
Class 3	-	6th 1,000 hours	-	85%
Class 2	-	7th 1,000 hours	-	90%
• Class 1	-	8th 1,000 hours	-	95%

- Electrical apprentices will remain at Class 1 for a period of up to 2,000 hours depending on the allowance granted for his formal education.

OVERTIME

Overtime worked by an apprentice shall in no way reduce the period of apprenticeship.

CERTIFICATE

An apprentice who satisfactorily completes the schedule of shop and related classroom work shall be presented with a Certificate of Apprenticeship.

STUDY COURSE

The Study Course will be such as has been approved by the Ontario Department of Labour Apprenticeship Branch,

Apprentices shall attend classes as scheduled at the Community College in which enrolled. While the Company will endeavour to enrol apprentices in day classes at the nearest College, this cannot be guaranteed.

Apprentices must successfully complete all subjects in each phase of study before being allowed into the next phase. Should an apprentice fail to complete successfully any of the subjects, those subjects failed must be rewritten at the earliest possible date at his expense. A second failure in any subject may result in cancellation of the apprenticeship.

If the study course is by correspondence (I.C.S.) the Apprentice shall pay the fee which will be deducted from his wages in equal amounts of total costs over the four year period. Cost of this course will be reimbursed to the Apprentice upon proof of successful completion.

COURSE TEXTS

The Company shall supply all prescribed texts. These texts shall remain the property of the Company and shall be given to the Apprentices on loan for the duration of the Apprenticeship course.

Upon successful completion of the apprenticeship course, the apprentices shall be given title to the text books supplied.

If, however, an apprentice, for whatever reason, should fail to successfully complete the apprenticeship, all text books supplied by the Company must be returned to the Company. Should the apprentice fail to return these texts within one week of notice to do so, the cost of these books shall be deducted from the apprentice's wages. All returned books must be in a usable condition.

TRAVEL AND/OR LIVING ALLOWANCE

Where an apprentice must travel to classes to a location which is 45 or more miles distant from normal place of employment, the apprentice will receive a travel allowance of \$50.00 per week. This allowance shall be reduced by the amount of any other allowances given by any source for this purpose.

Apprentices who are scheduled for classes at Conestoga, George Brown or Fanshawe Colleges and are obliged because of distance to live away from home will receive \$60.00 per week. This amount will be reduced by the amount of any other allowance given by any source for this purpose.

WAGES WHILE ATTENDING CLASSES

For those apprentices attending day classes, the Company shall pay their regular rate of pay for all time lost while attending classes, up to a maximum of 40 hours per week. Unless otherwise excused, apprentices shall not be paid for classes not attended.

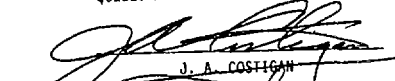
All compensation paid for attendance at classes shall be reduced by the value of any other attendance grants provided, regardless of the source of these grants.

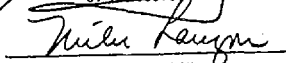
If a Statutory Holiday occurs during a period that an apprentice is attending day release classes, and the government recognizes such a holiday to the extent the apprentice is paid for the day, it will not be necessary for the apprentice to return to work in order to maintain his regular pay for that week.

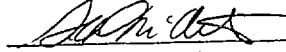
Those apprentices attending approved apprenticeship classes after normal working hours will receive 2 hours pay for each 3 hours of class room attendance.


While attending classes, all insurance and pension benefits to which the apprentices are normally entitled shall continue.

QUEBEC AND ONTARIO PAPER COMPANY LTD.


J. A. COSTIGAN


M. A. LAUZON


S. A. MCARTHUR


J. D. STRATHERN

CANADIAN PAPERWORKERS' UNION

- LOCAL 84


M. PUJEZA


R. MARTLE

WAGE SCHEDULE
HOURLY RATES (7-DAY OPERATION)

	CLASS	MAY 1 1990	MAY 1 1991	MAY 1 1992
<u>MECHANICAL PULPING</u>				
<u>FDI</u>				
#1 Operator.....	19	20.51	21.64	22.83
#2 Operator.....	13	18.82	19.855	20.95
Warehouseman.....	5	17.00	17.935	18.92
<u>IMP</u>				
#1 Operator..	24	21.99	23.20	24.48
#2 Operator.....	17	19.91	21.005	22.16
Utility Man.....	4	16.78	17.70	18.67
<u>TECHNICAL</u>				
Acting Foreman.....	14	19.08	20.13	21.24
Special Day Tester (Lab).....	11	18.35	19.36	20.42
Special Day Tester (8 - 4:30).....	11	18.35	19.36	20.42
Pulp and Paper Tester (8 - 4 Shift)...	7	17.42	18.38	19.39
Pulp and Paper Tester (3 shifts).....	6	17.21	18.16	19.16
Inspector Tester.....	11	18.35	19.36	20.42
Chip Tester.....	6	17.21	18.16	19.16
ETP Relief Supervisor	15	19.33	20.39	21.51
Effluent Treatment Operator.....	13	18.82	19.855	20.95

WAGE SCHEDULE
HOURLY RATES (7-DAY OPERATION)

<u>CLASS</u>	<u>HAY 1</u> <u>1990</u>	<u>HAY 1</u> <u>1991</u>	<u>HAY 1</u> <u>1992</u>
<u>MACHINE SHOP</u>			
2nd Blacksmith.....	17.68	18.65	19.675
Blacksmith Helper "A".	17.17	18.11	19.11
Blacksmith Helper "B".	16.99	17.92	18.905
Welder Helper "A" ...	17.17	18.11	19.11
Welder Helper "B"....	16.99	17.92	18.905
 <u>MILLWRIGHTS</u>			
Millwright Acting	4% above the		
Foreman.....	"A" Millwright rate		
Millwright.....	21.33	22.50	23.74
Shift - Millwright...	21.44	22.62	23.86
2nd - Millwright....	17.67	18.64	19.665
Millwright Helper "A".	17.17	18.11	19.11
Millwright Helper "B".	16.99	17.92	18.905
Paper Machine			
Millwright.....	21.53	22.71	23.96

**WAGE SCHEDULE
HOURLY RATES (7-DAY OPERATION)**

<u>CLASS</u>	<u>HAY 1 1990</u>	<u>HAY 1 1991</u>	<u>HAY 1 1992</u>	
<u>APPRENTICE MILLWRIGHTS</u>				
• Class 8 -	70%	of Journeyman's	"A" rate	
* Class 7 -	70%	of Journeyman's	"A" rate	
• Class 6 -	75%	of Journeyman's	"A" rate	
• Class 5 -	75%	of Journeyman's	"A" rate	
• Class 4 -	80%	of Journeyman's	"A" rate	
• Class 3 -	85%	of Journeyman's	"A" rate	
* Class 2 -	90%	of Journeyman's	"A" rate	
* Class 1 -	95%	of Journeyman's	"A" rate	
• or Mill Base Rate whichever is greater				
<u>MILL OILERS</u>				
Head Oiler.....	17	19.91	21.005	22.16
Assistant				
Head Oiler.....	10	18.09	19.08	20.13
Oiler... ..	8	17.64	18.61	19.63
<u>STEAMFITTERS</u>				
Pump Operator.....	9	17.82	18.80	19.83
Steamfitter Helper"A"		17.17	18.11	19.11
<u>PAINT SHOP</u>				
Painter Special.....		20.15	21.26	22.43
Painter... ..		19.37	20.435	21.56
Brush Hand.....		17.12	18.06	19.05
Helper.. ..		16.87	17.80	18.78
<u>MATERIALS HANDLING</u>				
Acting Foreman.....	17	19.91	21.005	22.16

WAGE SCHEDULE
HOURLY RATES (7-DAY OPERATION)

		MAY 1	MAY 1	MAY 1	
	CLASS	1990	1991	1992	
<u>FINISHING ROOM</u>					
Wrapper Machine					
	Operator.....	11	18.35	19.36	20.42
	Headerman.....	4	16.78	17.70	18.67
	Utility Man.....	2	16.40	17.30	18.25
	Lead Coreman.....	8	17.64	18.61	19.63
	Coreman.....	3	16.60	17.51	18.47
	Lead Gas Trucker....	9	17.82	18.80	19.83
	Gas Trucker.....	6	17.21	18.16	19.16
	Labourer.....	1	16.22	17.11	18.05
<u>WOOD ROOM</u>					
	#1 Operator.....	10	18.09	19.08	20.13
	#2 Operator.....	4	16.78	17.70	18.67
	Knife Grinder.....	3	16.60	17.51	18.47
	Utility Man.....	1	16.22	17.11	18.05
<u>YARD</u>					
	Shunter Driver.....	7	17.42	18.38	19.39
	Truck Driver				
	(Tandem).....	6	17.21	18.16	19.16
	Truck Driver				
	(Dumpster).....	6	17.21	18.16	19.16
<u>HOIST AND LOCOMOTIVE</u>					
	Crane Operator.....		20.83	21.98	23.18
	Locomotive Engineer.		20.83	21.98	23.18
	Bark Loader Operator		17.945	18.93	19.97
	Cary Lift Operator..		17.07	18.01	19.00
	Cary Lift Operator				
	(w/papers)		17.22	18.17	19.17
	Relief Operator....		18.51	19.53	20.60

**WAGE SCHEDULE
HOURLY RATES (7-DAY OPERATION)**

	<u>CLASS</u>	<u>HAY 1</u> <u>1990</u>	<u>HAY 1</u> <u>1991</u>	<u>HAY 1</u> <u>1992</u>
STORES				
Senior Stockman.....	TBE	17.00	17.935	18.92
Receiver.....	TBE	18.09	19.08	20.13
Assistant Receiver..	TBE	17.21	18.16	19.16
Shift Stockman.....	TBE	16.78	17.70	18.67
Shift Relief Stockman	TEE	16.78	17.70	18.67
Truck Driver.....	5	17.00	17.935	18.92
Utility Man.....	TBE			
 <u>ADMINISTRATION</u>				
Janitor.....	I	16.22	17.11	18.05
 <u>CONSTRUCTION</u>				
Carpenter Helper "A".		17.17	18.11	19.11
Carpenter Helper "B".		16.53	17.44	18.40
Construction				
Labourer Foreman..	12	18.58	19.60	20.68
*Labourer.....	2	16.40	17.30	18.25
Bricklayer..		21.53	22.71	23.96
Bricklayer Helper "A".		17.17	18.11	19.11
Bricklayer Helper "B".		16.99	17.92	18.905
Cement Finisher.....		16.62	17.53	18.49
Truck Driver.....	4	16.78	17.70	18.67
Yard Runner(Roustabout)		21.33	22.50	23.74

- When using a jackhammer for a period of 3½ hours or more, 10¢ additional per hour will be paid. When using a jackhammer for a period less than 3½ hours, this 10¢ premium will be paid for each hour worked to the nearest fraction thereof.

LINE OF PROGRESSION

TECHNICAL DEPARTMENT

TESTERS

Spec. Control Lab (418)
Spec. Pulp & Paper (420)
Inspector/Tester (427)
8-4 Pulp & Paper (421)
Wet lab (402) * Chip Tester (409)
Department Pool |

TREATMENT
PLANT

EFFLUENT Effluent Tr. Pl. Op
(3 Shifts) |
Effluent Tr. Plt. Department Pool |

LINE OF PROGRESSION

MATERIALS HANDLING DEPARTMENT

WRAPPER MACHINE

WOOD ROOM

LINE OF PROGRESSION

Wrapper Machine Operator #1 Operator

Header Man #2 Operator

Utility Man

┌ Department labour Pool ────┐

LINE OF PROGRESSION

STORES

Receiver

Assistant Receiver

Inventory Clerk

Truck Driver

Senior Stockman

Utility Man

Shift Relief Stockman

Shift Stockman I

I

Department Labour Pool I

LINE OF PROGRESSION

GAS TRUCKERS

Acting Foreman

Lead Trucker
(Day Crew)

|
|
|
|
|
|
|

Gas Trucker
(Day Crew)

|

|

|

|

Shift Gas Trucker

|

APPENDIX A

MECHANICAL PULPING DEPARTMENT

<u>TMP</u>	<u>FDI</u>
#1 Operator	#1 Operator
#2 Operator	#2 Operator
Utility Man	Deink Warehouseman*
Dept. Pool	Dept Pool

TECHNICAL DEPARTMENT

Acting Foreman
Special Day Tester (Lab)
Special Day Tester (8-4:00)
Effluent Treatment Operator
pulp and Paper Tester (8-4 Shift)
Pulp and Paper Tester (3 Shifts)
Inspector Tester
Chip Tester
Dept. Labour Pool

*Isolated position

APPENDIX A

MATERIALS HANDLING DEPARTMENT

Acting Foreman

FINISHING ROW

Wrapper Machine Operator
Headerman
Utility Man
Lead Coreman
Coreman*
Lead Gas Trucker
Gas Trucker'
Dept. Labour Pool (Wrapper Mach/Wood Room)

WOOD ROOM

#1 operator
#2 Operator
Knife Grinder
Utility Man*

YARD

Shunter Driver
Truck Driver (Tandem)
Truck Driver (Dumpster)

HOIST AND LOCOMOTIVE

Crane operator
Locomotive Engineer
Bark Loader Operator
Cary Lift Operator
Relief Operator

APPENDIX A

MACHINE SHOP

2nd Blacksmith
Blacksmith Helper "A"
Blacksmith Helper "B"
Welder Helper 'A'
Welder Helper "B"
Salvage Man
Salvage Helper

HILLWRIGHTS

Hillwright Acting Foreman
✓ Millwright
Shift Hillwright
2nd Millwright
✓ Hillwright Helper "A"
Hillwright Helper "B"
✓ Paper Machine Millwright
Steam Plant Repairman "A"
Hillwright Apprentice

HILL OILERS

Head Oiler
Assistant Head Oiler
Oiler

STEAMFITTERS

Pump Operator
Steamfitter Helper "A"

PAINT SHOP

Painter Special
Painter
Brush Hand
Helper '

APPENDIX A

STORES DEPARTMENT

Senior Stockman
Receiver
Truck Driver
Utility
Shift Stockman
Shift Relief Stockman

ADMINISTRATION

Janitor*

CONSTRUCTION

Carpenter Helper "A"
Carpenter Helper "B"
Construction Labourer Foreman
Labourer*
Bricklayer
Bricklayer Helper "A"
Bricklayer Helper "B"
Cement Finisher
Truck Driver
Roustabout

CENTRAL LABOUR POOL

Central Pool Labourer

*Isolated Position

LETTER OF UNDERSTANDING

December 1, 1990

LOCALS 35, 84, 101,

SENIORITY ~

For employee's on the Payroll on July 17, 1987

In the event of a reduction in the work force in any department, employees will be demoted first by reverse job seniority and then by reverse departmental seniority. From that point they will be sent to the central labour pool.

Employees will be laid off and recalled by mill seniority with the Company. In each of the above cases, employees who remain, or are recalled will have the skill and ability as outlined in the appropriate sections of this collective agreement to satisfactorily perform the available work. For the purpose of this letter only, layoff and recall will be by mill seniority from the Central Labour Pool, composed of the combined jurisdictions of Locals 35, 84, 101.

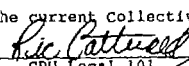
When an employee is laid off due to a lack of work, his service record with the Company will not be broken, and will not be interrupted for up to another nine (9) months or his length of recall, whichever is less, providing he returns to work within seven (7) days of notification. After he accumulates the additional seniority up to nine months, his service will not be broken but will be interrupted until he is recalled, providing he returns to work within seven (7) days of notification. An employee's recall rights will be for eight (8) months or equal to his seniority whichever is less. It is the responsibility of the laid off employee to keep the employment office advised of his current address and telephone number.

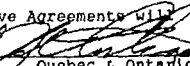
An employee's participation in the various benefit plans will be suspended during the period of layoff unless otherwise provided in each individual plan. However, when recalled, the employee will be entitled to continue his participation in these plans without having to submit to the waiting period prescribed in each plan.

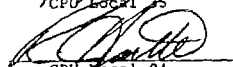
For employees hired after July 17, 1987

The seniority provisions of the current Collective Agreements will apply.


CPU Local 35


CPU Local 101


Quebec & Ontario
Paper Co. Ltd.


CPU Local 84

LETTER OF UNDERSTANDING

PU Local 84

SENIORITY - Project Trades Department Employees

For employees on the payroll on July 17, 1987

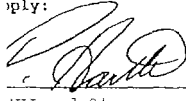
When an employee is laid off due to a lack of work, his service record with the Company will not be broken and will not be interrupted for up to another nine (9) months or his length of recall, whichever is less, providing he responds to his first recall and returns to work within the terms of the Project Trades Department recall provisions,

After he accumulates the additional seniority up to nine months, his service will not be broken but will be interrupted until he is recalled, providing he returns to work within the recall provisions of the Project Trades Department. An employee's recall rights will be for eighteen (18) months or equal to his seniority, whichever is less.

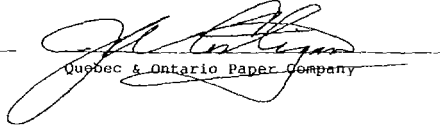
An employee's participation in the various benefits plans will be suspended during the period of layoff unless otherwise provided in each individual plan. However, when recalled, the employee will be entitled to continue his participation in these plans without having to submit to the waiting period prescribed in each plan.

For employees hired after July 17, 1987

The seniority provisions of the current Collective Agreement will apply:



PU Local 84



Quebec & Ontario Paper Company