

**LABOUR
AGREEMENT**
BETWEEN



**Spruce
Falls Inc.**

KAPUSKASING, ONTARIO

A N D

**JOINT
UNION
COALITION**

October 1, 1999 to September 30, 2005

LABOUR AGREEMENT

BETWEEN

SPRUCE FALLS INC.

KAPUSKASING, ONTARIO

AND

JOINT UNION COALITION

October 1, 1999 to September 30, 2005

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MEMBERS OF THE
JOINT UNION COALITION

COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION OF CANADA
- LOCAL 89

COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION OF CANADA
- LOCAL 256

OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION
- LOCAL 166

LOCAL 1149 OF THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL
WORKERS

LOCAL. 2995 – IWA-CANADA

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1.00 PURPOSE OF AGREEMENT

- 1.01** The general purpose of the Agreement is to define the working relationship between the Company and the respective Local Unions and its employees to ensure the safe, orderly and efficient operation of the Company as well as the long term viability of the Company for the mutual benefit of all concerned.
- 1.02** It is intended that every employee will have the opportunity to make maximum contribution to the success of the business. To this end, open lines of communication will be maintained whereby there is a continuous sharing of information about the plans and needs of the Company and needs of the employees.
- 1.03** It is understood that the Company operate in the most efficient manner possible and that Management has the responsibility to determine

how this can best be achieved, subject to the terms and conditions of this collective agreement.

1.04 There shall be no discrimination against any bargaining unit employee in accordance with the definition under the Human Rights Code. Any provision of this agreement or practice or custom to the contrary shall be null and void, and further, no discrimination shall be imposed upon any employee for participation or non-participation either past, present or future in the organizing or maintenance of the Union.

1.05 The use of the masculine gender in this Agreement shall be considered also to include the feminine.

2.00 PERIOD OF AGREEMENT

2.01 This Agreement shall be in effect from October 1, 1999

to and including September 30, 2005, and from year to year thereafter unless termination or changes are desired by either party, in which event the party desiring the change shall serve written notice upon the other party, at least sixty (60) days prior to the termination date. The said written notice must state the reason or reasons for opening up negotiations.

2.02 This Agreement remains in effect until a new Agreement has been negotiated and signed but when the new Agreement has been signed, this Agreement becomes null and void.

2.03 There shall be no suspension or stoppage of work upon the termination of this Agreement or failure of renewal, except with the approval of the respective Executive Boards of the signatory Unions, as provided for in their constitutions and by-laws.

3.00 STRIKES AND LOCKOUTS

3.01 It is agreed that there shall be no strikes, lockouts, walkouts, other similar interruption or work slowdowns during the life of this Agreement.

3.02 While the foregoing general provision is intended to prevent interruption of work from any and all such cases, the following enumeration of work is made to cover specific causes that commonly occur, but this enumeration shall not be deemed to exclude similar causes not enumerated:

a) Work shall not be interrupted because of any disputes or disagreements among any of the signatory parties or between any one of them and a third party.

b) Work shall not be interrupted because of any disputes or disagreements among persons,

corporations, unions or associations which are not signatories to the Agreement.

**4.00 RECOGNITION,
JURISDICTION, MEMBERSHIP**

4.01 In order to accomplish the purpose of this Agreement, the Company recognizes the respective Local Unions as the agents representing all of its employees who are eligible for union membership for the purpose of collective bargaining. Each Local Union has the sole right and control over its respective appendices.

4.02 Any employee who is now a member or who, after this date, becomes a member or is reinstated as a member of a respective signatory Local Union shall, as a condition of continued employment maintain such membership in good standing.

- 4.03 The Company shall ensure that the Union be involved with the indoctrination process. New employees being eligible for membership in the respective signatory Local Unions shall apply for membership within fifteen (15) days and shall join such union within the thirty (30) day probationary period. Failure to apply for membership within fifteen (15) days of employment will constitute grounds for dismissal.
- 4.04 Any employee promoted or transferred to a permanent position with the Company outside the bargaining unit may retain his seniority for a period not exceeding twelve (12) months from the date of promotion or transfer, and shall have the right to exercise his seniority in accordance with all the provisions of this agreement upon proof of union membership in good standing. This may be extended by

mutual agreement with the respective Local Union.

Any employee promoted or transferred to a permanent position with "the Tembec organization" outside the bargaining unit may retain his seniority for a period not exceeding twelve (12) months for permanent positions from the date of promotion or transfer, and shall have the right to exercise his seniority in accordance with all the provisions of this agreement upon proof of union membership in good standing. This may be extended by mutual agreement with the respective Local Union.

No seniority protection will be granted for temporary positions outside the bargaining unit without prior approval of the Union. It is agreed that this will not be unreasonably withheld.

4.05 The Company agrees to deduct the appropriate dues, initiation fees and membership fees as designated by the respective Local Union and forward same to the designated Financial Secretary of the Local Union, accompanied by a list of the members on whose behalf the dues were deducted and such deductions will be added onto the Company issued T4's. In consideration of this deduction and forwarding service by the Company, the Union agrees to save the Company harmless against any claim or liability arising out of or resulting from the collection and forwarding of these dues.

4.06 (Subject to I.B.E.W. Local 1149 appendix)

All employees who are employed on occupations which have the rate of wages fixed for the term of this agreement shall be eligible for membership in the union.

However the Company's right to assign work in an efficient and economical manner to any employee irrespective of any trade union concerned shall not be limited by bargaining union descriptions or jurisdiction. All employees will work without restrictions to the full extent of their ability and qualifications in a manner that best utilizes their full range of skills.

The Unions undertake to settle between themselves questions as to which of the signatory Local Unions an individual employee shall belong.

- 4.07** Under normal circumstances supervisory personnel should not perform work which would normally be a function of an employee in the job classifications covered by this Agreement, except when instructing employees and in cases of emergency which involve physical danger to employees, and danger to

property. However, such work will not displace Union employees.

5.00 EMPLOYMENT

- 5.01 a) A hiring committee composed of two representatives from Management and two designated from the Union shall screen all applications. The Committee's decision will remain confidential until the candidate receives his offer of employment.
- b) Preference will be given to residents of the immediate area.
- c) When hiring summer students, preference will be given to immediate area residents.
- d) All new employees must be medically fit, undergo all tests as determined by a medical examination set

by the company; and meet the employment standards established by the company.

- e) During the first sixty (60) working days to a maximum of 480 regular hours of work for the company, an employee will be considered as being employed on a trial basis and may be released after consultation with the union, if his performance is deemed unsatisfactory.
- f) Student Employment:
Employees hired as students will be laid off on completion of their student term, They must re-apply for permanent employment and if accepted will start as a new employee with respect to Union seniority.
- g) All new employees must write the General Aptitude Test Battery (G.A.T.B.) as

a condition of
employment.

**6.00 PROMOTION – LAY-OFF &
RECALL**
(Does not apply to IWA Local 2995)

6.01 Lines of Progression:
(6.01 does not apply to C.E.P.
Local 256)

a) Lines of progression will
be defined as progression
from one classification to
another as established in
each department in the
mill.

b) (Subject to Local 1149 appendix)
Lines of progression may
be established, revised or
altered in the interest of
operations. In reviewing
these needs, work
organization groups will be
established to ensure a
consultative process prior
to the decision being
made.

6.02 Vacancies & Job Postings:
(Article 6.02 does not apply to
Local 256)

- a) On an entry job in a line of progression or,
- b) In the case of promotion within a line of progression, the most senior employee (department seniority) at the level immediately preceding the vacancy will be promoted.

If more than one employee has the same department seniority, local union seniority will prevail. When the vacancy is at a level immediately above a level where all the incumbents are frozen, promotion will be as follows: that is, from the level preceding the level where all incumbents are frozen. The vacancy created at the entry level will be filled through a job posting.

Temporary positions foreseen to last or has existed for more than three (3) months will be posted annually until they become permanent; and only Spare List employees may apply for these temporary postings.. The fact that an employee is selected on a temporary posting does not prevent him from applying for a permanent position.

- c)- The notice will be posted for a minimum of seven (7) calendar days. When practical it will be posted on a Wednesday and will remain posted for fifteen (15) calendar days. Applications received after the seven (7) day period will be considered from those employees who were absent during the seven (7) day posting period but must be received within 30 days of

posting when practical to do so.

The posting will contain information as to:

- i) the job title;
 - ii) the department;
 - iii) the outline of the duties involved;
 - iv) the minimum qualifications necessary for entry level jobs;
 - v) the rate of the job.
- d) Prior to posting, the qualifications will be reviewed with the committee.
- e) After seven (7) operating days posted, the list of all applicants will be given to the committee at least twenty-four (24) hours prior to the meeting.
- f) i) It is understood that the Posting Committee must

select for these jobs,
persons capable of
advancing in the line
of progression.

ii) An employee must
have completed 480
regular hours of work
and be admitted to
union membership to
be eligible for a job
posting. However, it
is understood that all
employees may apply
and if no qualified
candidate is available,
an employee with less
than 480 regular
hours of work may be
selected.

g) The committee will be
composed of one (1)
representative from
Human Resources and one
(1) departmental
Superintendent concerned
and two (2) members of
the Union Hiring
Committee (or their
delegates).

- h) Should unanimous agreement not be reached by the committee on the applicant selected, a complaint may be presented to the appropriate Vice-President or his delegate. The job will not be filled until there has been a meeting with the appropriate Vice-President.
- i) If the Union does not agree with the candidate selected, they may process a grievance at the third stage of the adjustment of complaint procedure.
- j) Job postings will have 480 regular hours of work qualifying clause for candidates. This clause will give both Management and individual the opportunity to assess the job and the employee's compatibility with the particular job.

Should the employee or Management decide it is in the best interest that the employee not stay on the job, after consultation with the Union, the employee will revert to his position prior to selection.

- i) a) An employee will not be accepted for a permanent job posting more than twice in a five (5) year period starting at the date from the first posting he accepted.
- b) If, for any reason, a successful applicant is removed from the job by the Company, that posting will not apply in 6.02 j)(i)a).
- ii) An employee who applied for a posted job as per Article 6.02 and is accepted for a 480 working hours

qualifying period, and who chooses to return to his former job, will have to wait two (2) years before he can apply for the same job.

- iii) An employee, who during the 480 regular hours of work qualifying period decides to return to his former occupation, or should management decide it is in the best interest that the applicant not stay on the job, may on return to his former occupation apply for a job posting that is posted after his return.
- k) A list of successful candidates for a posted job vacancy will be posted. Any unsuccessful applicant who requests a meeting with

management, in order to be advised of the reasons for not being chosen to fill the posted vacancy, will be accompanied by a shop steward at this meeting.

- l) Should a new job outside the line of progression be created or should a new line of progression be established, the job vacancy or vacancies will be posted. The most senior employees within the jurisdiction of the union in which the posting occurs who have the required minimum qualifications will be provided with a training and trial period of 480 regular -hours of work before final selection is made.
- m) When non-union job vacancies are posted, the same procedures will be followed. Management will review the list of

applicants with Union representatives and will give an explanation of the reasons for selecting a particular candidate. Successful and unsuccessful applicants will be advised accordingly and a notice of the selection posted on bulletin boards.

6.03 Promotion
(Article 6.03 does not apply to Local 256)

Established positions will be posted within thirty (30) days, when they are vacant.

The Company recognized the principle of seniority. Seniority will govern, subject to reasonable consideration of skill, efficiency, and ability in promotions.

- a) Promotion from one step to the next higher step within a line of progression will be on the basis of JOB SENIORITY.

- b) Prior to the opening being filled, employees next in line will be provided with a training and trial period of 480 regular hours of work in order to demonstrate the ability required for promotion.
- c) Employees who during their training and trial period have demonstrated the inability to cope with the next higher job will revert to their former job and the next employee in the line of progression will be provided with a training and trial period to demonstrate his ability and so on.
- d) Notwithstanding b) and c); when an occupation in a line of progression becomes vacant due to sickness or accident and the medical prognosis indicates the absence will be for a period longer than four (4) weeks, but less

than three (3) months, the most senior employee in order of job seniority will have the option of occupying the vacancy. The employee leaving his work crew to replace temporarily in another crew will create a temporary vacancy in his own crew. That vacancy will be filled through a temporary promotion of all employees of the said crew.

In the case of the medical prognosis showing an absence of six (6) months or more, all employees will move up as they would if the absence were permanent. However, after three (3) months the company will review each individual case and will, if practical and the departmental vacation policy is respected, make the shift changes as if the absence was for six (6)

months or more. The company's decision will be reviewed with the departmental shop steward or union representative.

When the absent employee returns to his position, all employees affected by his absence will return to their previous positions.

- e) In the Steam Department where a specific class of stationary engineer's certificate is required, this qualification shall govern followed by department seniority and ability.

6.04 DEMOTION & LAY-OFF:
(Does not apply to Local 256 and subject to Local 166 and Local 1149 Local Agreement Books)

- a) In the case of a reduction in the work force, employees will be demoted step by step down their lines of

progression in the reverse order of the steps of their promotion.

- b) Amongst tradesman NOT IN THE LINE OF PROGRESSION, REDUCTIONS WITHIN MAINTENANCE, CPA AND SAWMILL WILL BE MADE BY DEMOTING THOSE EMPLOYEES WITH THE LEAST DEPARTMENT SENIORITY, LAST MAN IN BEING FIRST MAN OUT.

N.B. This does not apply to Electrical and/or Instrumentation crews.

- i) To ensure that employees are trained in the necessary skills to ensure efficient operation of the mill, the company will provide training programs. The Company will post and select the senior applicant in UNION SENIORITY who has

the aptitude to
assimilate the
necessary knowledge
and training.

- c) An employee who is laid-off from the bottom job of an established line of progression may displace an employee in another established line of progression, if he has longer LOCAL UNION SENIORITY than the latter and if he has the qualifications required for promotion and is capable of performing the duties of the job to which he seeks appointment. A permanent employee displaced will retain recall rights to the department from which he has been displaced for a period of 90 days.
- d) Discussions will be held with the Union to resolve any problems which may

arise in the administration of this clause.

- e) i) If an employee is released from the bottom job of an established line of progression and he does not have the UNION SENIORITY necessary to claim an entry job in another line of progression he will automatically bump into the Spare List.

ii) Second Bump

Any employee on the Spare List with recall rights who is subject to layoff because of a reduction in the labour force shall have the opportunity of replacing the employee with the least local union seniority up to and including any level

entry jobs within the union jurisdiction. The intent is to keep the most senior people working within their local.

- f) If employees are displaced as a result of the discontinuance of some part of the mill operation which results in the elimination of a line of progression, or as a result of a major curtailment, the above provisions of this Article may be altered or waived by arrangement between Management and the Local Union to provide the maximum possible employment opportunities on regular occupations for those employees so displaced.
- g) An employee who has been re-assigned will receive training as required.

6.05 RECALL

Employees who have been laid off shall be entitled to be re-employed as opportunity exists by LOCAL UNION SENIORITY provided:

- a) The employee has one year of continuous service at the time of lay-off.
- b) The employee entitled to re-employment returns to the service of the Company within TEN (10) days of receipt of notice of recall by registered mail. Failure to report within TEN (10) days of recall will result in a loss of recall rights. Employees recalled for casual work or for employment of 3 months or less, at a time when they are employed elsewhere may refuse recall without loss of recall rights.

- c) A lay-off will be termination of employment and recall rights will lapse if the lay-off lasts more than TWENTY-FOUR (24) consecutive months without re-employment.
- d) Should an employee who has been laid off not be re-employed on the basis set forth, the LOCAL Union will be advised of the reasons therefore in writing.
- e) An employee will lose all service he has to his credit only if he:
 - i) voluntarily leaves the service of the Company or is retired;
 - ii) is discharged FOR CAUSE and is not reinstated;

- iii) is laid off in excess of
TWENTY-FOUR (24)
consecutive months;
- iv) refuses an order of
recall as stipulated in
b).
- f) The provisions of this
clause do not apply in
case of a recall for training
purposes.

7.00 SPARE LISTS
(See Locals 89, 256 Local Agreement
Books for applications)

A spare list will be established
for each Local Union.
Employees on such lists will
be considered as permanent
employees. They will serve
the purpose of filling in
positions as required.

Employees on the spare lists,
who are scheduled for a
normal work week in a single
department will be treated as
a regular employee of that
department during the said
week.

An effort will be made to minimize short changes during a normal work week for employees on tour.

8.00 SCHEDULES AND HOURS OF EMPLOYMENT

(Does not apply to IWA Local 2995 and subject to Local 166 OPEIU Local Agreement Book)

It is recognized that the daily and weekly schedules of work are based on operating requirements and are subject to change based on product demand and operating efficiencies, that the Company retains the right to determine hours of work and shift schedules, subject to the terms of this collective agreement, and it is the obligation of employees to work as assigned.

- 8.01** a) During normal clean-up, clothing changes, scheduled maintenance shutdowns, and emergency shutdowns of

24 hours or less (includes the shift in which the breakdown occurs and two (2) shifts following) operating crews will be provided with work and will be paid at the rate of their regular occupation. Employees will be expected to do work assigned. Tour workers scheduled to work with day crews during these shutdowns will work day-work hours.

- b) During the term of this Agreement, the Company will undertake to offer work to operating crews temporarily displaced by machine rebuilds and will pay them at their regular rates for work performed. It is understood in the spirit of this commitment, that where possible, vacations will be scheduled during the rebuild period.

- c) If it is necessary to change the regular work schedule without 24-hour notice, prior to the beginning of his originally next scheduled shift, time and one-half will be paid for the first day.
- d) The intent is to minimize overtime work. It is agreed that the Company must be operated in the most efficient manner possible. Should there not be sufficient employees who mutually agree to perform the emergency work after being informed of the reasons why overtime is needed, then Management will schedule the required employees after discussion with the Department Shop Steward or a Union representative.

8.02 DAY WORKERS

- a) The normal work hours are:

7:30 A.M.–3:30 P.M.

- b) Sunday is considered as the first day of the work week. The normal maintenance work schedule is from Monday through Friday.
- c) All workers are responsible for complete mill coverage.
- d) In the event of emergency breakdowns and shutdowns, rebuilds, large maintenance jobs, work schedules will be established as required by the Company after consultation with the Unions concerned.
- e) To allow employees to wash up and have their lunch, an interruption of work of thirty (30) minutes with pay will occur between 11:30 and 1:30, at a time established by the

Maintenance Supervisor, according to each department's needs. Day workers must stay at the mill during that lunch period.

- f) An interruption of work of fifteen (15) minutes will be taken in the morning for coffee break. This coffee break will be taken in designated areas at the place of work. No coffee break will be taken in the afternoon. An interruption of work of fifteen (15) minutes will be taken at 3:15 to allow employees to return to their shop and wash up.
- g) Day workers will be at their respective places of work and ready to start working at 7:30 a.m. and will not leave their places of work before 3:15 p.m.
- h) A change in regular work schedule is defined as:

the starting time of the new shift is changed from that of the originally scheduled shift, with the exception of scheduled arrivals of one (1) hour prior to a start of shift or call-ins both of which are prior to regular day shift. A change in schedule will also include going from a day job designation (i.e. Maintenance, CPA) to a tour designation due to lack of trained relief.

8.03 TOUR WORKERS

- a) The normal work hours are:

7:30 a.m. – 3:30 p.m.
3:30 p.m. – 11:30 p.m.
11:30 p.m. – 7:30 a.m.

or on 12-hour shifts:

7:00 a.m. – 7:00 p.m.
7:00 p.m. – 7:00 a.m.

or as mutually agreed.

- b) The schedule for tour workers on a continuous 7-day operation shall be on a 40 hour basis.

Regular hours of work will be 40 hours per week.

Each Local will have the option for 8-hour shifts or 12-hour shifts.

- c) Sunday is considered as the first day of the work week.

All workers are responsible for complete mill coverage.

- d) Employees shall be at their work place ready to begin work at their designated starting time. Employees shall remain on their jobs until properly relieved. Employees who are on jobs not requiring relief shall not quit work until the end of their assigned hours of work.
- e) When a tour worker works beyond 16 consecutive hours, he will be entitled to sleep time on an hour for hour basis for all hours worked in excess of 16 hours, provided he is scheduled to work the next day.

9.00 REPAIRS AND MAINTENANCE

It is expected that every plant employee will perform those tasks which will keep the plant equipment in good physical condition at all times. This responsibility will be limited only by lack of knowledge, training, leadership or appropriate tools. It is not the Company's intention to assign repair work to unskilled personnel, but it is intended that all employees will be free to perform any tasks that Management feels is in the best interests of operating efficiency. Along these lines, operating personnel will be trained and expected to make simple equipment maintenance adjustments, certain lubrication procedures, cleaning, inspections and other duties as determined by the Joint Committee. In the event of a breakdown, operators may be called upon to assist mechanics when this will expedite the repairs. THE

CONTINUED EFFECT OF THIS
CLAUSE WILL NOT CAUSE A
TRADESMAN ON THE
ATTRITION LISTS (AS LISTED
IN LOCAL AGREEMENT
BOOK) TO BE DISPLACED.
Further reductions resulting
from this clause will be done
through attrition.

10.00 WAGE RATES

10.01 Copies of the Company's
wage rates are attached to
Local Agreements and the
same shall remain in effect
throughout the life of this
Agreement except where there
are substantial changes in
methods, creation of a new
job or change caused by job
evaluation in which case the
parties will agree to a new or
revised wage scale.

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

employee's regular rate shall apply.

When an employee requests permission to work on a job other than that at which he is normally employed at the rate paid by that job, permission may be granted jointly by the management and the union concerned.

11.00 UNPLANNED ABSENCES

- 11 .01 (a) Vacation pay may be given to an employee if he is off work as thus stated hereunder:

Permission: Permission to be absent for reasons which are unforeseen by the employee, such as illness or death in his family.

In such a case the employee may, within one week of his return to work, apply through the Human Resources

Department for all or part of his vacation entitlement (not less than one calendar week) to be applied to the days of the absence.

- (b) Industrial Accidents: It is considered undesirable to give vacation pay to an employee who is absent because of an industrial accident, however, vacation pay may be granted as noted below.

1. Should an employee suffer an industrial accident before having taken his annual vacation and he does not return to work prior to December 31st because of such accident, vacation pay will be granted and compensating time off may be taken within six (6) months

of his return to work
in the new year.

- c) If an employee desires to change his vacation date with the approval of his superintendent, vacation may be scheduled to follow immediately the 'return to work' date. This will enable the employee to bridge the period in which he might be reported as fit for modified work.

11.02 Absence without permission and absence for disciplinary reasons will not constitute absence for which vacation pay will be paid.

12.00 GRIEVANCES

ADJUSTMENT OF COMPLAINTS

12.01 Recognizing that wherever possible complaints, grievances, or differences are settled more amicably within the department concerned, the following procedures will be followed:

- a) Aside from ordinary minor matters, a member of the Union who considers that he has a complaint, shall report it to the union steward and together they shall discuss it with the supervisor concerned.

Matters unresolved by the union steward and supervisor at the first step will be presented in writing by the Union. The Company will also respond in writing. Written responses by the Company will be co-

signed by the appropriate supervisor and a representative of the Human Resources Department.

Any step (or steps) of the grievance procedure may be waived by mutual agreement by both parties and such will be indicated on the grievance form.

- b) If the supervisor, after consultation with the Labour Relations Superintendent, fails to make a satisfactory settlement within forty-eight (48) hours (excluding Sunday), the matter will be referred by the Union to the department superintendent. The superintendent will study the merits of the case together with the supervisor, Labour Relations Superintendent,

complainant and the Union representative.

- c) Upon failure of satisfactory settlement of the difference by the department superintendent within a period of forty-eight (48) hours (Sunday excluded), the matter will be referred by the union steward to the Union Executive Committee. This committee shall study the merits of the case and decide if the matter becomes a grievance.
- d) If it becomes a grievance, it shall be presented in writing by the Union to a committee composed of the Human Resources Director, the appropriate Vice-President of the Division, Union President and his executive, department superintendent and the grieved employee.

- e) If this group is unable to reach a satisfactory decision within forty-eight (48) hours (Sunday excluded), the matter shall be referred to the President of the National/International Union concerned or his accredited representative who will study the case together with the appropriate Vice-President of the Division. Upon failure to agree within ten (10) days, the matter may be referred to arbitration.
- f) In arbitration, the Company shall select one person, the President of the National/International Union involved or his representative one person, and the two thus chosen shall select a third party who will confer and render a decision within fifteen (15) days. Said decision shall be final and binding upon parties to the

Agreement. Upon failure to agree on the selection of the third party, the matter shall be referred to the Minister of Labour for Ontario, with the request that he appoint a third arbitrator.

- g) Either the Union or the Company shall have the right to submit any and all differences concerning the interpretation, application, administration, or alleged violation of the Agreement to arbitration, including any question as to whether a matter is arbitrable.
- h) In determining any grievance arising out of discharge or other discipline, the Board may dispose of the claim by affirming the Company's action and dismissing the grievance or by setting aside the disciplinary action involved and restoring the grievor to his

former position with or without compensation or in such other manner as may in the opinion of the Board be justified. Such decision shall be final and binding on both parties to this Agreement.

13.00 TECHNOLOGICAL CHANGES
(Does not apply to IWA, Local 2995)

13.01 The Company shall have the sole responsibility to adjust all or any of its crews arising out of a change in process or a change in equipment, and to make such technological and other changes in their manufacturing operations as they deem necessary for efficient operation. However, prior to the installation of any such changes, the Company shall explain the contemplated changes to the designated representatives of the union. In the event the introduction of any new processes or machinery results in lay-offs or changes in working conditions,

these matters shall be discussed with the designated union representatives prior to their introduction.

13.02 In the case of a permanent employee who is permanently set back to a lower paid job, due to technological changes or automation, the following will define his minimum rate of pay:

- a) the employee will maintain his classified rate for a period of six (6) months;
- b) the employee will be paid a rate mid-way between the former rate and his new classification rate for an additional period of six (6) months;
- c) at the end of this twelve (12) month period, the rate of his new classification will apply.

13.03 Employees who may be displaced by the proposed

changes will be given an opportunity to qualify for the new jobs before new employees or relief, part-time or temporary employees are hired to fill these jobs.

13.04 The Company agrees to institute a training program for employees selected for the new jobs and who will require training in order to perform the new job effectively.

14.00 DISCIPLINE

(Does not apply to C.E.P. Local 89 and I.W.A. Local 2995)

Note: For Local 89 and 2995 refer to Local Agreement Book.

The Company sets forth rules and regulations which must be followed. These rules must be reasonable and made known to the employees. Failure by an employee to comply with Company rules and regulations shall leave the employee liable to disciplinary action as decided by the Disciplinary Committee. Such action will be for just cause

and will reflect the severity of the offence.

14.01 Application of Discipline:

- a) Any supervisor has the authority to suspend an employee for JUST cause for the duration of the work period on the work day in which the infraction takes place.
- b) The supervisor shall immediately report the infraction to the department head or manager.
- c) The department head or manager will report the infraction to the Labour Relations Superintendent and Union President and shall arrange for a meeting of the Disciplinary Committee and parties concerned within forty-eight (48) hours, excluding weekends and holidays.

- d) The disciplinary committee shall interview all concerned and after a full investigation make its decision on the case. The employee shall be available and advised of the decision within twenty-four (24) hours after the committee makes its recommendations.
- e) If the employee is not satisfied with the disposition of the case he may initiate the grievance procedure by presenting the grievance at the level of Vice-President and General Manager or his delegate.
- f) If upon investigation it is found that an employee has been unjustly suspended or discharged, he shall be reinstated with FULL REDRESS.

14.02 Disciplinary Committee:

The Disciplinary Committee shall be composed of four (4) members, with equal representation from Union and Management.

14.03 Record of Discipline:

- a) A complete record of each case of discipline administered, including suspensions and dismissals shall be kept in a separate file at the Personnel Office at the mill.
- b) This record shall consist of:
 - i) offence charged;
 - ii) superintendent's, foreman's report regarding the offence;
 - iii) date and time of notice to employee to report for disposition of the case;

iv) final disposition of the case

14.04 When feasible, all present shall sign this record of discipline as an acknowledgement of awareness of its contents. A copy of this record shall be sent to the employee and to the Local Union.

14.05 Each discipline report shall be cancelled twelve (12) months after the recorded date of offence, and no record of such offence or cancelled discipline report shall be included in any subsequent report.

15.00 JOINT COMMITTEES

15.01 No committee decisions that may affect or amend the Collective Agreement will be binding without prior ratification of the local unions.

Unless otherwise provided, these committees will:

- a) consist of equal representation of members appointed by the LOCAL Union and appointed by Management;
- b) committee members will hold office for a minimum of one year. One alternate will be named for every two committee members;
- c) in the event of failure to reach a majority decision, the matter will be decided by the Vice-President of appropriate division or his delegate after considering the different points of view.
- d) Such decisions may be reviewed by a representative of the National/International Union and the next most senior member of management.

15.02 Joint committees included in the contract under the various sections are as follows:

- a) Hiring Committee
 - i) Job Posting Committee.
- b) Job Classification
 - i) Salaried Evaluation Committee
 - ii) Hourly Evaluation Committee
 - iii) Joint Classification Committee
 - iv) Senior Committee
- c) Special Leaves of Absence
- d) Technological Changes
- e) Occupational Health & Safety Committee
- f) Disciplinary Committee
(Does not apply to C.E.P. Local 89 and I.W.A. Local 2995)

- g) Apprenticeship Committee
- h) Operations Cost Review Committee
- i) Employee and Family Assistance Committee (E.F.A.P.)
- j) Pension Committee
- k) Any other ad hoc committees formed upon agreement between the company and the Local Union.

15.03 The Union representatives on joint committees will be paid the rate they would have earned had they been at the workplace on a straight time basis for hours spent on committee business as scheduled by management. Such committee members will receive time and one-half or may take compensating time off based on straight time when these meetings occur on a scheduled day off or outside

their regular working hours. However, it is understood that should meetings occur outside regular scheduled hours of work or on a scheduled day off, attendance will be voluntary.

Permission to attend Joint Committee meetings will not be unreasonably withheld.

**16.00 APPRENTICESHIP/TRADES
TRAINING PROGRAMS**

16.01 It is agreed that the Apprenticeship/Trades training programs instituted by the Company are approved and shall form part of this Agreement as reflected in the various Local Agreement Books as applicable.

16.02 The final scores of the trades qualifying tests will be given, upon request within 30 days, to an active employee who has taken the tests. Test results will be discussed with the individual concerned.

17 .00 SPECIAL LEAVES OF ABSENCE

Any request will be reviewed by the Leave of Absence Committee.

17.01 Parental Leave

- a) Maternity – A maternity leave of absence will be granted upon request of regular employees with a year or more of Company service to a maximum of 35 weeks after the date of birth and a maximum of 17 weeks prior to the date of birth. Eligible employees must request such leave not later than during the fourth month of pregnancy and under normal circumstances, such leave will commence no later than four weeks prior to the expected date of birth. However, this leave may be initiated later if in the judgement of

her physician, she can perform her normal duties adequately. The Company may require medical certificates in conjunction with such leave.

Pregnant women working on VDT equipment shall be allowed to take a leave of absence in advance of normal maternity leave. All benefits will be maintained throughout this period at no cost to the employee.

The employee will return to the same position or a comparable one to that held prior to Maternity Leave with no loss in seniority.

- b) Paternity – Such leave will be granted pursuant to the Ontario Employment Standards Act.

17.02 LEAVES RELATED TO UNION BUSINESS

Leaves of absence related to union business will not be unreasonably withheld. Time spent on such leaves will be deemed to be time worked for the purpose of this agreement. Where applicable the employer will pay employees on such leave as if they were at work and bill the respective Local Union later.

17.03 LEAVES FOR PERSONAL REASONS

(A policy for Leave of Absences will be given to every employee)

The Company recognizes that there are occasions when it is necessary to grant special leaves of absence.

a) Short Leave:

- i) Leaves of absence up to but not exceeding three (3) days may be granted at the discretion of the

Department Superintendant or Manager.

- ii) Leaves of Absence in excess of three (3) days and less than four (4) weeks not including negotiated time off shall be considered permission time off and will count towards all Company benefits.

b) Extended Leave:

- i) Eligibility: An employee must have been a full time employee for one (1) year and have bonafide interest in returning to his position.
- ii) Application: Employee must make a request to his Supervisor with a copy to the Local Union in writing

stating reasons for the request.

iii) Approval: Each request shall be considered by a committee composed of one (1) representative from Management and one (1) representative from the Union. The Committee will function as outlined in this collective agreement.

iv) Conditions: The employee will return to his former job should no changes have occurred during the absence.

In such cases where changes occurred, the Promotion – Layoff and Recall clause will apply.

- v) The employee will not be eligible for promotions which may occur during their absence.
- vi) While an absence of this nature will not break a service record, the periods of absence will not count as time worked in calculation eligibility of vacation privileges, pensions, statutory holidays or any other Company benefits.
- vii) Employees on leave of absence may continue Life Insurance, Dental, and Major Medical coverage provided they pay the premiums in advance. However, the employee will be advised of the cancellation in advance. Failure to

remit the premium
due will cancel the
insurance coverage.

17.04 LEAVE FOR ELECTED OFFICE

It is understood that from time to time individual employees will seek elected office at various levels of government or within their respective labour organizations.

During the campaign period, reasonable time off without pay will be granted to such candidates.

Upon election to office, a certified leave of absence will be issued to the individual which must be acknowledged, in writing, by the local union involved.

Such certified leave will cover the term of office (not to exceed five (5) years) and be subject to the following conditions:

- a) the employee will be removed from the active payroll and temporarily replaced at management's option.
- b) at the employee's option, group life insurance, hospital and medical coverage may be retained by advance payment of premiums involved.
- c) Company service and seniority will not be broken by such certified leave of absence.
- d) Provided that the employee returns to work within thirty (30) days of the expiry of his leave, he will be reinstated on his former job with no loss of seniority. Failure to comply with this requirement or re-election to a subsequent term of office will automatically constitute a break in

Company service unless
such leave is renewed.

18.00 PAST PRACTICES

All past practices, side agreements, memoranda of agreements, and benefits (written or oral) prior to December 3, 1991, unless confirmed by this Labour Agreement shall become null and void.

19.00 GENERAL RULES (See Appendix "A")

Existing rules will continue to be in effect and subject to the review of the Discipline Committee.

20.00 TRAINING – GENERAL

Any employee being trained for an occupation shall be paid time and one-half when it is necessary for him to work overtime while receiving such training. The rate of pay will not be changed until he is competent to handle the new occupation alone. However, if called in on a day of rest for such training, all hours worked will be paid at time and one-half.

- a) Every effort will be made not to schedule training on days of rest.
- b) The rate of pay applicable when training will be the rate of pay of the job the employee would have worked if he was not training.

21.00 TRAINERS & SPECIAL
ASSIGNMENTS

(Does not apply to IWA Local 2995)

Employees on Special Assignment and employees assigned as trainers will be paid on a no-gain, no-loss basis.

22.00 SUPERVISORY REPLACEMENT

- a) When an employee replaces a person employed in a supervisory position and assumes the duties and responsibilities of the supervisor, he will receive 8% more than the highest paid employee under his supervision.
- b) When an employee replaces a person employed in a non-union, non-supervisory position, the employee will be paid his regular rate of pay or the rate of the job, whichever is greater. It is understood that the

Company cannot force an employee to do non-union work.

- c) Crew leader will be paid 5% above his personal model rate.

23.00 COMPANY SPONSORED TOOL INSURANCE – i.e. Theft & Fire

The Company agrees to pay insurance covering the loss through theft or fire of tradesman or trainee's tools in accordance with Company Policy SFERP-23.

24.00 TRADES TICKETS

The Company will pay for the renewal of Trade Tickets and like tickets if required by law and the Company for their job, with the exception of driver's licence.

25.00 WAGE INCREASES

October 1, 1999 - 3%
(General Wage Adjustment)

\$2,750 Lump Sum Payment

October 1, 2000 - \$0.50/hour

October 1, 2001 - \$0.50/hour

October 1, 2002 - 2%

October 1, 2003 - 2%

October 1, 2004 - 2%

26.00 SHIFT PREMIUM

(Does not apply to IWA Local 2995)

A shift premium of forty cents (\$0.40) per hour will be paid

for all work performed during the scheduled evening shift, 3:30 p.m. to 11:30 p.m. For work performed during the night shift, 11:30 p.m. to 7:30 a.m., a shift premium of sixty cents (\$0.60) per hour will be paid.

Exception: When a tour or shift worker is paid an established premium for a call-in, no shift differential will be paid on the hours actually worked.

Overtime – In calculating overtime where a shift differential applies, the following formula will be used: rate plus shift differential (\$0.40 or \$0.60) x 1.5 = overtime rate;

Miscellaneous

- a) Tour workers absent on vacations, holidays with pay or paid sick leave shall not be entitled to the night shift differential.

- b) 1. A day worker, working his regular hours and who works overtime after the normal quitting time will not be paid the shift differential.
- 2. A day worker assigned to tour or shift work will be paid the shift differential.
- c) 1. A shift tradesman or other tour worker assigned to day work on a shutdown day will not be paid the shift differential if he works after the normal quitting time for day workers.
- 2. A shift tradesman working his regular tour on a shutdown day will receive the shift differential if he works between the hours of 3:30 p.m. and 7:30 a.m.

d) In case of a general rate adjustment, either upward or downward, the adjustment shall be made on the day rate.

e) Tour Workers on 12-hour "days" weekly schedule will be paid four (4) hours at evening shift rate.

27.00 OVERTIME

(Does not apply to IWA Local 2995)

a) Day Employees:

The work day for the purpose of calculating overtime for day employees shall be from 7:30 a.m. to 7:30 a.m.

i) Time and one-half will be paid to all day workers for time worked in excess of eight (8) hours (or seven and one-half (7-1/2) hours where applicable) on a scheduled work day

and for all work on a scheduled day of rest or on a designated statutory holiday.

It is understood that day workers will have to stay after their regular hours of work if they have to complete a job already started; up to sixteen (16) consecutive hours of work.

Prior to any time a day worker is ordered to work overtime to finish a job, the rest of his crew shall be canvassed to seek out volunteers to finish the job when practical to do so.

- ii) Time and one-half will be paid to all unionized employees for hours in excess of their normal

scheduled day of work and for all work on a scheduled day of rest or on a designated statutory holiday.

- iii) Double time will be paid to all unionized employees for hours worked in excess of their normal scheduled day of work, during the 24-hour period of any designated statutory holiday.

b) Overtime – Tour Employees:

The Company will avoid working an employee two consecutive 16-hour shifts.

A tour worker who works more than 16 consecutive hours must take the next scheduled working day off without pay if prior

approval is not given by both Management and Union.

The work day for a tour worker shall be twenty-four (24) hours beginning with the starting time of his regular shift. Tour workers shall be paid at the rate of time and one-half for all work performed beyond their normal hours of work and on designated mill holidays with the following exceptions:

- i) when such work is caused by change of shifts;
- ii) overtime work by special arrangement between a tour worker and his mate to exchange shifts with the approval of his supervisor and when this can be done without

additional cost or
penalty;

iii) when required to
replace an employee
for tardiness up to
two (2) hours.
However, if a
replacement is not
provided in two (2)
hours, then time and
one-half will apply
from the beginning of
the overtime shift;

iv) they will receive
double time for hours
worked in excess of
their normal
scheduled day of
work, during the 24-
hour period of any
designated statutory
holiday.

c) Pyramiding:

There shall be no
pyramiding of overtime.

- d) Time and one-half - 6th day for day workers.

This policy does not apply to employees on weekend duty.

Employees scheduled to work on a Sunday, will be scheduled a day of rest on Friday during the same calendar week. Employees will not be required to work on this day unless absolutely necessary, in which case time and one-half will be paid.

If an employee (day worker) is called in and works 8 hours (7.5 where applicable) or more on a Sunday, it will be considered as a "scheduled day" and the following Friday will become the employee's scheduled rest day.

If the employee wishes to work on Friday, even though he is not required to do so by his supervisor, he may work. However, time and one-half will not be paid.

An employee who agrees to work on Sunday on a voluntary or optional basis, does not qualify for time and one-half on a normal scheduled day of work. The employee working on a voluntary basis will however be entitled to time and one-half for hours worked in excess of their normal scheduled day of work and for all work on a scheduled day of rest or on a designated Statutory Holiday.

28.00 CALL-INS:

(Does not apply to IWA Local 2995)

- a) A day worker, when called in on his day off or

outside his regular scheduled hours will be paid a minimum of four (4) hours at straight time or time and one-half for all hours worked whichever is the greater for each unrelated call-in. Should the call-in occur on a Sunday or during a designated statutory holiday, time and one-half will be paid for all hours worked with a minimum of six (6) hours pay at straight time for each unrelated call-in. An employee called in on Christmas day will be paid a minimum of six (6) hours or double time whichever is greater.

- i) An employee called in under a) will have the option to "Bank" his call-in pay. The weekend duty standby pay can also be applied here. The maximum of hours

that he may accumulate is limited to forty (40) hours per year. This forty-hour block may be used to schedule one additional week of vacation in the following year's schedule. In no case can an employee take off a block of hours below forty (40). If the employee does not succeed in accumulating forty (40) hours before December 31 st, he will be paid for his hours and start over on January 1st.

- b) For the purpose of calculating call-in premium only, Sunday will be from 7:30 a.m. Sunday to 7:30 a.m. Monday.
- c) A day worker called in, who works after 11:30 p.m. shall receive

time off (at straight time) within the same day, equal to the time worked between 11:30 p.m. and 7:30 a.m. provided he is scheduled to work at 7:30 a.m.. The employee will have the option to report at the deferred starting time.

29.00 REPORTING TIME

/Does not apply to IWA Local 2995)

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 four (4) hours or more and the employee will be expected to accept such work. However, if four (4) hours' work or more is not available, two (2) hours at straight time shall be paid.

30.00 SUNDAY WORK

All unionized employees will receive time and one-half for all time worked on Sundays.

31.00 VACATION (Does not apply to IWA Local 2995)

31.01 Vacation Eligibility - Employees who have completed one continuous, year of service as of January 1st of any year shall be entitled to two weeks' vacation with pay.

Employees who have completed five (5) continuous years of service during the calendar year shall be entitled to three (3) weeks' vacation with pay as of January 1st of that year.

Effective January 1, 2000, employees who have completed nine (9) continuous years of service during the calendar year shall be entitled to four (4) weeks' vacation

with pay as of January 1st of that year.

Employees who have completed eighteen (18) continuous years of service during the calendar year shall be entitled to five (5) weeks vacation with pay as of January 1st of that year.

Employees, who have completed twenty-three (23) continuous years of service during the calendar year, shall be entitled to six (6) weeks vacation with pay as of January 1 of that year.

Employees who resign with proper notice and those released because of reduction in the work force will be entitled to the full vacation allowance to which they are entitled at the time of separation.

Pensioned or retired employees may take their vacation previous to retirement. If they

prefer to take their vacation pay at the time of retirement, they may do so.

The final pay cheque for deceased employees will include all vacation allowances to which the employee was entitled on his last day at work.

To be eligible for a vacation, the employee must have been actively employed not less than a total of ninety (90) calendar days during the preceding calendar year.

The Human Resources Department shall inform the superintendent and the respective local union of those eligible and their eligibility date.

31.02 Time Vacation May Be Taken

- a) Vacation periods shall be arranged and approved by the employee's superintendent subject to

Local Agreement Books as applicable.

- b) Scheduling of time off taken in weeks or blocks to be completed by February 15.
- c) Each week of vacation will be Sunday to Saturday inclusive. Employees who schedule a week which includes a sixth working day will not return to work on the sixth day.
- d) Vacation allowance shall not be cumulative from year to year, except as provided for in Article 11 .01 dealing with unplanned absences.
- e) Vacation must not be taken a day or two at a time.
{Does not apply to Local 166.}
- f) Vacation guidelines will be issued and posted by

December 10 of the
previous year.

31.03 VACATION PAY

- a) Vacation pay will be based on 2.4% of gross earnings calculated on previous year's earnings for each week of vacation or 40 (37.5 where applicable) hours times an employee's model rate, whichever is greater.
- b). If an employee so requests, he shall have the privilege of drawing his vacation pay just prior to taking his vacation.
- c) Employees will not work for the -Company during vacation.
- d) Normal payroll deductions will be made from vacation cheques.
- e) Absences For Which Vacation Pay Will NOT Be

Applied ~ Absence
without permission and
absence for disciplinary
reasons will not constitute
absence for which
vacation pay will be paid.

31.04 CONTINUOUS SERVICE

An employee with more than one year's continuous service who is laid off due to lack of work will be paid his accumulated vacation and floating holiday credits at the employee's option. If he is recalled within 24 months, he will start over accumulating credit for vacation pay and will be eligible for vacation in accordance with Article 31.01 Vacation Eligibility.

31.05 VACATION PAY FOR LAID OFF EMPLOYEES WITH RECALL RIGHTS

Earned vacation pay, owed to a laid-off employee with recall rights, will be paid out in one of the following ways:'

1. Upon lay-off, if requested by the employee.
2. Upon return to work and taking vacation time off.
3. An employee in lay-off can receive his vacation pay, but must first give written notice to Human Resources two weeks in advance. If rehired during the notice period, the notice will be cancelled.
4. Upon exhaustion of recall rights.
5. Upon pay-out of severance pay.

Any employee, wishing to receive his vacation pay at the time of lay-off, should contact the Payroll Department immediately upon receiving lay-off notice.

32.00 RECOGNITION OF SERVICE

The existing employee service as recognized on October 1, 1991 will be carried for the purpose of this Agreement.

33.00 FLOATING HOLIDAYS

(Does not apply to IWA Local 2995)

- a) New employees will be entitled to one (1) floating holiday with pay for each two (2) months of work which will be taken after January 1 of the next year.
- b) Employees with more than one continuous year of service on January 1st of the current calendar year will be entitled to six (6) floating holidays for the current calendar year if they work six (6) months or more during the previous calendar year. Those employees who work less than six (6) months during the

previous calendar year will be entitled to one (1) floating holiday for each two (2) months of work.

NOTE:

Lost time as a result of an industrial accident at SFI will count as time worked, provided the employee has been at work some time during the calendar year.

- c) All floating holidays must be taken by the end of the calendar year. Floating holidays not scheduled or taken before November 1st will be scheduled by the employee's supervisor.
- d) A floating holiday will be granted to an employee who makes his request before the preparation of the weekly schedule unless a qualified replacement is not available. The Company

will endeavour to ensure that under normal operating conditions qualified replacements will be available for purposes of replacing employees requesting a floating holiday. Floaters will be granted with shorter notice provided relief is available (including Spare List),

The fact of paying time and one-half is not a reason to refuse a floater, as long as the quota is respected.

- e) Once a floating holiday has been granted, it cannot be cancelled without the consent of the employee.
- f) Half floating holidays will be granted in situations where relief is not required and workload permits. ((f) does not apply to Local 256.)

33.00 g) Floating Holiday pay for
Laid Off Employees with
Recall Rights.

1. Upon lay off if
requested by the
employee.
2. Upon return to work
and taking time off
3. On December 31 of
that year if employee
does not return to
work before December
1 or later.

Any employee wishing to
receive his F.H.'s at the
time of lay off should
contact the Payroll
Department immediately
upon receiving lay off
notice.

Note: Employees with
no recall rights will be
paid out outstanding
F.H.'s at the time of lay
off.

34.00 STATUTORY HOLIDAYS

(Does not apply to IWA Local 2995)

- a) Statutory holidays will be as follows:

New Year's Day (24 hours)

Good Friday (24 hours)

- Canada Day (24 hours)

Labour Day (24 hours)

Christmas (48 hours)

The provisions of statutory holidays are as follows:

- i) Christmas will be a run-through holiday where the required staffing will be done on a voluntary basis. When production is maintained during Christmas, workers will be scheduled as per their regular schedule. A regularly scheduled employee, who chooses not to

work, will notify his supervisor no later than twenty (20) days in advance of the holiday. Should additional employees be required, the Company will post for the required volunteers. Preference for voluntary work will be given to qualified employees by departmental seniority, schedule permitting. If the Company is unable to obtain the sufficient number of volunteers in the Paper Mill Dept., production will not be scheduled. This staffing procedure can be modified locally by mutual agreement between parties.

- ii) Employees scheduled to work on the

Christmas Holiday will
be paid as follows:

- a) Double time for
each hour worked
during the
scheduled mill
holiday period.
- b) An additional
amount equal to
one (1) hour of
pay for each hour
worked at the
rate of the job
performed during
the holiday.
- c) Granted pay as
per Article 34.00.
- iii) An additional 8 hours
pay at a time mutually
agreed to.
- iv) Any of the above
days may be changed
to a more suitable
day. Any changes
must be mutually

agreed to at least 30 days in advance.

- v) Essential services will be maintained and it is understood that maintenance employees will be scheduled on a voluntary basis on Statutory Holidays.

b) Eligibility and Pay:

- i) Statutory holidays will be paid to eligible employees as follows:

New Year's Day
(8 hours)
Good Friday (8
hours)
Canada Day (8
hours)
Labour Day (8
hours)
Christmas Day
(16 hours)

At the normal rate of pay of the job the

employee would have performed, had he worked on that day. Eligible salaried employees will be entitled to one day's pay, for each of the named statutory holidays.

For those employees who would be scheduled to work on a statutory holiday, holiday pay will be based on each employee's normal schedule. Those employees not scheduled to work will receive pay as defined in the Collective Agreement.

- ii) To be eligible, an employee must have been engaged as an employee not less than thirty (30) days immediately preceding the statutory holiday.

- iii) An employee, unless absent due to illness or accident, must have been at work sometime within the one hundred and twenty (120) day period immediately preceding the statutory holiday.
- iv) Any employee absent due to non-industrial sickness or accident must have been at work sometime within the six (6) month period immediately preceding the holiday.
- v) Any employee, if absent due to an industrial accident must have been at work sometime within the twelve (12) month period immediately preceding the statutory holiday.

- vi) Any employee, unless absent as per iii, iv or v must have been present full time on the scheduled work day immediately preceding and full time on the scheduled work day immediately following such holiday.
- vii) Any employee, who has been laid off, but not permanently separated from the payroll, will be entitled to receive pay for the statutory holiday following his lay-off, provided he has worked sometime during the thirty (30) days immediately preceding the statutory holiday.
- viii) On one week's notice, an employee who is on regular vacation or scheduled

rest day at the time of a mill statutory holiday, is entitled to defer his statutory holiday or to receive his statutory holiday pay. The deferred holiday will have to be taken according to the conditions described in b(ix).

- ix) In the event of a mill shutdown, on any of the five (5) statutory holidays, an employee who works will be entitled to defer the Statutory Holiday day and pay at a time mutually convenient to employee and management, within a twelve (12) month period.
- x) Employees required to work will be paid double time for time worked during the

twenty-four (24) hour period of the Christmas Statutory Holiday. Time and one-half will be paid the second 24 hours of the 48 hour Christmas Statutory Holiday shutdown.

xi) When the mill will operate on Labour Day, employees of that mill, who work will be paid as follows:

a) The employee will receive his statutory holiday pay as per the Labour Agreement.

b) The employee will be paid double time for hours during the 24-hour period designated as Labour Day.

c) An employee who works a full shift * during the hours indicated in b) above may defer his statutory holiday pay and take a compensatory day off within a twelve (12) month period; at a time mutually convenient to employee and management.

* For the purpose of this Article, an evening or night shift where at least 7 hours fall on the holiday is considered as being a full shift.

d) Tour employees will be scheduled according to the normal work

schedule and the employee must inform the company fifteen (15) days before Labour Day if he does not intend to work. In such cases, a volunteer will be scheduled on the basis of seniority (by asking the most senior qualified for the position). If no employee volunteers, the most junior qualified will be scheduled.

- e) The Company will give a thirty (30) day notice of its intention to operate the mill at Labour Day.

35.00 LIFE INSURANCE

- a) The Company will provide at no cost to the employee group life insurance coverage to be two time annual earnings at the classified rate rounded upwards to the nearest thousand dollars for all active employees.
- b) When an employee who is eligible to pre-retirement or has reached age 60 or more with five (5) years of continuous service retires, he will be entitled to a paid-up life insurance policy of \$5,000.00 paid by the Company at the time of retirement.
- c) The Company shall issue semi-annually to each employee covered under the plan, a certificate evidencing the coverage to which he is entitled under the Plan.

36.00 SICKNESS AND ACCIDENT INSURANCE

Company will fund a sickness and accident plan to provide a benefit of 70% of earnings, with no maximum, payable over a 52-week period (1-4-52). Plan text as per industry. (See Appendix "B")

The E/I rebate will be returned to the Company, as well as the current accumulation of the \$50,000 to help fund the Plan.

37.00 LONG TERM DISABILITY INSURANCE

Effective January 1, 2000, the Company will fund a long-term disability plan to provide a benefit of 55% of earnings with a maximum of \$2,300. For all new cases beginning on or after October 1, 2004, the maximum will be increased to \$2,400. Plan text as per industry.

Note: For plan text see
appendix "C"

Pension Credits – While receiving benefits under this plan, the employee will continue to accrue full pension credits as though still working at no cost to the employee based on earnings equal to the rate (model rate) of pay for the job on which he was employed immediately prior to the disability.

38.00 W.S.I.B. – At any official meeting between an injured worker and management, there will be a local union representative present.

39.00 BENEFIT ELIGIBILITY

Employees will qualify for benefits upon completing ninety (90) days of service with the Company.

Employees with recall rights shall forego the waiting period for benefits on re-employment.

Benefits for all employees will terminate on date of lay-off except Dental and Major-Medical which will terminate at the end of the second month following month of lay-off.

Eligible Dependants – For the purposes of the group insurance plans we mean by dependants:

- a) Spouse: Means the person who is married to the member, except that a person of the opposite or same sex who is living with and has been living with the member in a conjugal relationship for 12 consecutive months, will be considered to be the member's spouse. This minimum cohabitation period does not apply if the couple

have a child together or adopted a child.

b) Dependent Child: Means an unmarried natural, adopted or step child, who is entirely dependent on the member for maintenance and support and who is:

- . Under 22 years of age; or
- . Under 25 years of age and attending a recognized educational institution fulltime; or
- . Physically or mentally incapable of self-support, and became incapable to that extent while entirely dependent on the member for maintenance and support, and while eligible under a) or b) above.

40.00 RETIREMENT PLAN

- a) The Company will assume all liabilities of the Organized Employees Retirement Plan.
- b) At date of retirement, an employee will be entitled to the floating statutory holiday pay; if it has not been received. (As per 34 a) iii).
- c) The Organized Employee's Retirement Plan, including the full text of the plan in effect at date of ratification and any amendments negotiated, shall form part of this collective agreement and the Company will continue to finance the Organized Employees' Retirement Plan in addition to employer contributions required under the Canada Pension Plan.
- d) There will be equal Coalition and Management

representation on the Retirement Committee.

Note: Negotiated changes to actuarial reductions and bridging benefits will be included in the master text plan as negotiated.

41.00 GLASSES

It will be mandatory for employees who require prescription glasses to wear safety glasses that will be provided by the Company at no cost to the employee. These glasses whether broken or lost by the employee, in the course of his work, will be replaced by the Company.

The Company will pay for a family plan for glasses with a maximum of \$125.00 every two years per family member.

42.00 DENTAL PLAN

The Company will pay for a family dental plan for all eligible employees: with a yearly maximum of \$1,500 per family member.

For calendar year 1999,
apply the 1998 schedule
of fees

For calendar year 2000,
apply the 1999 schedule
of fees

For calendar year 2001,
apply the 2000 schedule
of fees

For calendar year 2002,
apply the 2001 schedule
of fees

- For calendar year 2003,
apply the 2002 schedule
of fees

For calendar year 2004,
apply the 2003 schedule
of fees.

- A 50% coverage for
orthodontic care with a
maximum of \$1,000
lifetime per insured
person.

43.00 SAFETY SHOES

Effective first day of month after ratification, the Company will provide all employees, each year, with a \$90.00 voucher for the purchase of safety shoes at a merchant of their choice.

Effective 2001, increase \$90.00 to \$100.00.

44.00 MAJOR-MEDICAL

The cost of the Major-Medical plan in effect during the term of this agreement will be fully paid by the Company.

The deductible will be \$25.00 per year for all employees.

The Company is prepared to maintain the major medical up to age 65 for employees who will retire at their eligibility date. The monthly premium will be paid by the retired employee.

44.01 In the event an employee experiences large expenditures either on a one-event basis or on a regular and ongoing basis, the matter will be dealt with on a case by case basis with a view of relieving situations of severe hardship.

45.00 SEVERANCE PAY

All persons who have one year 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.

A laid off employee entitled to severance pay will be eligible to receive one (1) week (40 hours x model rate) pay for each year of service. Severance pay due may be paid after the employee has been laid off for three (3) months or more. When severance pay is requested by an employee, payment will not

be issued until the Union is notified.

If the employer offers work covered under this agreement before the time when the severance payment is due, no such payment will be made. If an employee is offered such work and it is refused, all severance pay rights are automatically cancelled.

If an employee is re-employed after having received the severance pay due him, he will begin again, as of the day of return, accumulating a new period of time which will be credited toward any future lay-off.

It is understood that an employee who chooses to receive his severance allowance shall be terminated from his employment waiving his recall rights pursuant to this Agreement.

46.00 JURY DUTY

Employees will be reimbursed for the difference between Jury Duty, Jury Inquest Duty, Jury Roll Call, Subpoenaed Witness pay and regular straight time rate for scheduled hours lost. The regular straight time rate means eight (8) hours at the regular straight time rate of the job at which the employee would have worked had he not been on Jury Duty.

Employees working other than 8-hour shifts will receive the difference between Jury Duty and their regular shift pay.

47.00 BEREAVEMENT LEAVE

47.01 When death occurs to an employee's spouse, child, adopted child or stepchild, the employee will be granted leave of absence and will be paid for eight (8) hours at his regular straight time rate for up to five (5) consecutive scheduled

working days lost in the eight (8) day period beginning with the date of death.

47.02 When death occurs to an employee's mother, father, brothers, sisters, mother-in-law, father-in-law, stepmother, stepfather, grandfather, grandmother, and grandchild, the employee will be granted leave of absence and will be paid for eight (8) hours at his regular straight time rate for up to three (3) consecutive scheduled working days lost in the eight (8) day period beginning with the date of death.

47.03 Pay will be at straight time even though one or more of the days of the bereavement leave occur on Sunday or paid holiday.

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

48.00 MEAL PERIODS AND MEAL TICKETS

(Does not apply to Local IWA 2995)

When the necessity arises for overtime to be worked, hot meals or grill service will be provided at Company expense.

The intent of the meal ticket is to provide a meal to employees required to work overtime immediately following their scheduled day of work. Meal tickets will be issued in the following manner:

1. When required to remain at work past the end of their day of work for a period of more than one (1) hour, an additional meal or ticket will be provided every four (4) hours after the first one. When required to report to work more than one (1) hour prior to their regular schedule, one (1) meal will be provided.

2. When called in to work overtime with less than one (1) hour notice, a meal or meal ticket will be provided for the first normal meal period and another for every four (4) hours thereafter.

For tour workers, an uninterrupted meal period of twenty (20) minutes will be provided at such intervals as will result in no employee working longer than five consecutive hours without an eating period.

49.00

LOCAL 89 CEP, 256 CEP, 166 OPEIU,
1149 IBEW

APPENDIX

TWELVE-HOUR SHIFTS

This agreement which forms part of the collective agreement between the parties, as an appendix, cover the special conditions, applicable to employees working on a 12-hour shift work schedule. These are to ensure that the implementation process of such a work schedule will not result in a loss to the employee.

The various provisions of the collective agreement will continue to operate, except as specifically modified by this agreement. It is understood problems may subsequently be identified that are not addressed by this agreement, the parties will meet to resolve such problems in the spirit of this agreement.

It is agreed that no premium time will be paid as a result of a change from an

8-hour to a 12-hour shift work schedule or, conversely, as a result of a change from a 12-hour to an 8-hour shift work schedule.

It is understood and agreed that either party may terminate this agreement by providing 30 days written notice to the other party.

A) Hours of Employment for Tour Workers

The schedule of hours for tour workers on 12-hour shifts shall be from 7:00 a.m. to 7:00 p.m. (days) and 7:00 p.m. to 7:00 a.m. (nights), or as mutually agreed upon between the Company and the Union.

B) Overtime Rules for Tour Workers

The same rules will apply, however will be based on a twelve (12) hour shift work schedule.

C) Shift Differentials

The shift differentials will be as follows:

7:00 a.m. – 7:00 p.m. - .00/hour
7:00 p.m. – 7:00 a.m. -
\$0.67/hour

D) Statutory Holidays

Employees will be paid according to the current collective agreement as per Article 34.00 b (i).

E) Floating Holidays

Employees will be entitled to floating holidays with pay as per collective agreement. A maximum of 48 hours will be paid to each employee for floaters in a calendar year. Floating Holidays may be taken in any combination of eight (8) or twelve (12) hour segments.

F) Vacations With Pay

Vacations will be granted in blocks rather than calendar weeks. Eligibility will be as per Main

Agreement – Vacation Eligibility.
When taking a block off, either vacation or any blocked time off, the four (4) days before and the four (4) days after the block will be treated as vacation except in extraordinary circumstances. These circumstances will be discussed with the local union on a case by case basis.

G) Bereavement Leave:

When death occurs to a member of an employee's immediate family, the employee will be granted the appropriate leave of absence for three (3) consecutive working days with a maximum of 24 hours pay or four (4) consecutive working days with a maximum of 40 hours pay. These 3 or 4 days off must be taken within eight (8) calendar days including the day of death.

H) Jury Duty

Employees working 12-hour shifts will receive the difference between

Jury Duty pay and their regular pay.

I) Meals

A meal will be provided when an employee works more than two (2) hours overtime after a twelve-hour shift.

J) Typical 12-Hour Schedule

- 4 crews
- 40 work hours per week average over a calendar year
- employee works 2 - 12-hour days followed by 2 - 12-hour nights with 4 days off
- employee has a block of 4 additional days off twice annually to obtain 40 hours work week average

K) Sickness and Accident Insurance

Will be paid as per Article 36 (Sickness & Accidents Insurance)

L) General

Relief for employees who must absent themselves for any reason will be covered by the terms of the agreement.

When scheduling 12-hour shifts, the maximum number of night shifts to be worked in sequence would be three and the maximum number of day shifts to be worked in a sequence would be four. Special circumstances will be dealt with on a case by case basis.

The 2-2-4 12-hour shift schedule shall provide for at least 24 hours off between each sequence of shifts (as long as sequence means a block).

Transfers to and from day workers. Normal work week shall be 40 hours per week. All work outside of normal average work week shall be considered overtime. (This clause will not apply to Spare List.)

M) Designated Relief

Relief people working 8 and 12-hour shifts and Spare List employees not prescheduled a full calendar week on a 12-hour shift schedule who work in excess of 42 hours in a calendar week, will be paid 1 ½ for all hours in excess of 42 hours.

Relief people working 7.5 and 12 hour shifts and applicable Spare List employees not prescheduled a full calendar week on a 12-hour shift schedule who work in excess of 40 hours in a calendar week, will be paid 1 ½ for all hours in excess of 40 hours.

N) Withholding Funds for Blocked Rest Days:

Employees who wish to have funds withheld for Blocked Rest Days for the following year will need to do so before December 10 of the current year. Employees may cancel this arrangement up to and including December 31. If cancellation is not done by this

date, the deductions will be made and the monies will be paid out to the employee at the time period his/her blocked rest days were originally scheduled.

It is understood that once an employee makes the written request to withhold funds for Blocked Rest Days, this request will remain in effect from year to year until the employee advises Payroll in writing of cancellation (December 31st for the following year).

MASTER SCHEDULE - 12 HOUR SHIFTS

	Week #1							Week #2							Week #3							Week #4							
SHIFT	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
7AM-7PM	1	3	3	2	2	4	4	1	1	3	3	2	2	4	4	1	1	3	3	2	2	4	4	1	1	3	3	2	2
7PM-7AM	4	1	1	3	3	2	2	4	4	1	1	3	3	2	2	4	4	1	1	3	3	2	2	4	4	1	1	3	3
OFF	2	2	2	1	1	1	1	2	2	2	2	1	1	1	1	2	2	2	2	1	1	1	1	2	2	2	2	1	
OFF	3	4	4	4	4	3	3	3	3	4	4	4	4	3	3	3	3	4	4	4	4	3	3	3	3	4	4	4	

SHIFT	Week #5							Week #6							Week #7							Week #8						
	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
7AM-7PM	2	4	4	1	1	3	3	2	2	4	4	1	1	3	3	2	2	4	4	1	1	3	3	2	2	4	4	1
7PM-7AM	3	2	2	4	4	1	1	3	3	2	2	4	4	1	1	3	3	2	2	4	4	1	1	3	3	2	2	4
OFF	1	1	1	2	2	2	2	1	1	1	1	2	2	2	2	1	1	1	1	2	2	2	2	1	1	1	1	2
OFF	4	3	3	3	4	4	4	4	4	4	3	3	3	4	4	4	4	3	3	3	3	4	4	4	4	3	3	3

50.00

LETTER OF UNDERSTANDING
BETWEEN
SPRUCE FALLS INC.
AND
UNIONIZED JOINT BARGAINING
COALITION

LOCAL 89 – CEP
LOCAL 256 – CEP
LOCAL 166 – OPEIU
LOCAL 1149 – IBEW
LOCAL 2995 – IWA – CANADA

CONTRACTING OUT

- a) The Company agrees not to contract out on site repair, installation and maintenance work, which is regularly performed by the repair crew, for which the Company is equipped, and which employees are capable of doing.
- b) When necessary, the crews will be temporarily increased to take care of traditional work normally done by repair, installation and maintenance crews.

- c) The Company shall not contract out any type of work without prior consultation with the Union.
- d) The Company will make an effort to maximize the use of the manpower resources available; keeping in mind that the whole spirit of this clause is that in consultation with the Union, the cost effectiveness of doing things has to be the rule. The established contracting out procedures will be followed as agreed to. Contentious contracts will be audited quarterly by the Contracting Out Committee.

CONTRACTING OUT
LETTER OF UNDERSTANDING

FOR THE UNION

FOR THE COMPANY

G. St. Onge
President
Local 89-CEP

R. Pulsifer
Labour Relations
Superintendent

N. Leybourne
President
Local 256- CEP

D. Turcotte – V.P. &
General Manager
Mill Operations

E. Rempel
President
Local 166-OPEIU

D.R. Goss-V.P. &
Gen. Mgr. - Forest
Products Division

M. Micallef
President
Local 1149-IBEW

N. Rivard
President
Local 2995- IWA - CANADA

Date: August 30, 1994

51.00

LETTER OF UNDERSTANDING

BETWEEN

SPRUCE FALLS INC.

AND

UNIONIZED JOINT COALITION
LOCAL 89 ~ C.E.P.
LOCAL 256 ~ C.E.P.
LOCAL 166 ~ O.P.E.I.U.
LOCAL 1149 ~ I.B.E.W.
LOCAL 2995-I.W.A. - CANADA

OCCUPATIONAL HEALTH and SAFETY

The Company will continue to do everything reasonably possible to make our Company a safe place to work and as a minimum will comply with all conditions of the 1995 Occupational Health and Safety Act and Regulations for Industrial Establishments.

Audio, visual, pulmonary and hearing loss testing will be available and conducted by trained competent personnel.

The Company will continue the programs to improve ventilation, temperature and noise levels in working areas.

The Company agrees that the Company's Medical Department will ensure the confidentiality of all employee medical records.

The Company will continue to make every effort to place partially disabled employees on jobs they are capable of doing and when a vacancy exists.

No deduction of pay will be made for an employee who has a Company medical examination during working hours.

FOR THE COMPANY

K. Darbyson
Director – Human Resources

S. Koshowski
V.P. & General Manager
Mill Operations

D.R. Goss
V.P. & General Manager
Forest Products Division

FOR THE UNION

G. McMeekin
President
Local 89 – CEP

G. Steinhorsen
President
Local 256 – CEP

E. Prokopick
President
Local 166 – OPEIU

M. Buller
President
Local 1 149 – IBEW

D. Roy
President
Local 2995 – IWA – CANADA

Date: October 18, 1999

52.00

LETTER OF UNDERSTANDING

BETWEEN

S.F.I. AND UNION COALITION

LOCAL 89 – C.E.P.

LOCAL 256 – C.E.P.

LOCAL 166 – O.P.E.I.U.

LOCAL 1149 – I.B.E.W.

LOCAL 2995 – I.W.A. – CANADA

APPENDICES AND LOCAL
AGREEMENT BOOKS

It is agreed that each Local Union's respective Local Agreement book shall form part of this Collective Agreement.

Should there be any contradictions between the Appendix (or Local Agreement Book) and the Main Labour Agreement, the Main Labour Agreement will prevail, unless specifically excluded or which is indicated by "Subject to Local...appendix."

FOR THE UNION

G. McMeekin
President
Local 89-CEP

G. Steinhorsen
President
Local 256-CEP

E. Prokopick
President
Local 166-OPEIU

M. Buller
President
Local 1149-IBEW

D. Roy
President
Local 2995-IWA - CANADA

Date: October 16, 1999

FOR THE COMPANY

K. Darbyson
Director
Human Resources

S. Koshowski – V.P.
& General Manager
Mill Operations

D.R. Goss –V.P. &
Gen. Mgr. - Forest
Products Division

53.00 ALPHABETICAL INDEXES
LOCAL UNIONS

Local 89 – Local Agreement Book

The following items can be found in
the Local Agreement Book and form
part of the Appendix.

ALPHABETICAL INDEX

	<u>Article</u>
All Trades Recall	1 .00
Attrition Lists	2 1 .00
Discipline	22.00
Fourdrinier Fabric Change	8.00
Grade 8 Scale Guidelines	27.00
Job Classification Plan	13.00
Letters of Understanding:	
Freezing in Lines of	
Progression & Demotion	
to Spare List	18.00
Job Postings Maintenance	24.00
Multi-Trades	
Maintenance & E/I	19.00
Steam Department	
Seniority Protection	14.00
Weekend Maintenance	
Emergency Coverage	16.00
Weekend Maintenance	
Emergency Coverage -	
Woodlands	17.00

ALPHABETICAL INDEX – LOCAL 89 (Continued)

Work Allocation	
Procedures - Re: Computer, Electronic and/or Electrical System Installation	15.00
Levelling Days	11.00
Mechanical Rate Adjustment	25.00
Sawmill Appendix	26.00
Shutdown Days Notice	2.00
Sixth Day for	
Dayworkers	23.00
Spare List Concept	9.00
Spare List Guidelines	10.00
Spread Rate Occupations	12.00
Stationary Engineer	
Premiums	3.00
Tool Insurance	
Company Sponsored	4.00
Training Agreements	5.00
Mechanical Trades	6.00
Steam	7.00
Wage & Rate	
Classification	28.00
Workforce Adjustment	
Plan	20.00

54.00 Local 166–Local Agreement Book

The following items can be found in
the Local Agreement Book and form
part of the Appendix.

ALPHABETICAL INDEX

Article

Administration of	
Job Evaluation Plan	1.00
Attrition List	9.00
Demotions	3.00
Flex-Time System ,	2.00
Lines of Progression	
& Classifications	6.00
Seniority	4.00
Wage Rates	
& Classifications	7.00
Workforce Adjustment	
Plan	8.00
Workload Sharing	5.00

55.00 local 256 – Local Agreement
Book

The following items can be found in
the Local Agreement Book and form
part of the Appendix.

ALPHABETICAL INDEX

	<u>Article</u>
Attrition List.....	10.00
Dryer Fabric Pay	5.00
Fourdrinier Fabric Change	4.00
Papermakers Wage Scale.....	11.00
Press Felt Pay	6.00
Promotion for Tour Workers	12.00
Senior Man Promotions.....	3.00
Spare List Employees	1.00
Support Crew.....	2.00
Unblocked Time Off	8.00
Vacation Scheduling.....	7.00
Wage & Rates	
Classifications	13.00
Workforce Adjustment	
Plan	9.00

56.00 I.B.E.W. LOCAL 1149

APPENDIX

56.01 RECOGNITION,
JURISDICTION, MEMBERSHIP

RECOGNITION

The Company recognizes Local Union 1149 of the I.B.E.W. as the exclusive bargaining agent of employees in the classifications listed in this Appendix, including those in the new variable Construction Department established during the 1991 contract negotiations.

The Company also recognizes Local 1149 of the I.B.E.W. as the exclusive bargaining agent for employees substantially engaged in the installation, maintenance and repair of electrical and electronic equipment, company-owned communications equipment in the Milt, in accordance with existing jurisdictional lines, and

the operation, maintenance and repair of company-owned electrical generation, substations, transmission and distribution systems. It is also understood that the power, telephone, and communication wiring for all buildings in the mill property is the general jurisdiction of Local 1149 of the I.B.E.W.

(I.B.E.W. COMMENTS) – The Company's additional language in above clause is not viewed by the Local Union as being inserted for any reason but the Company having the flexibility to have tradesmen/operators assist each other. From other clauses in the collective agreement, the intent is not taken to displace or replace employees falling within the jurisdiction of Local 1149 I.B.E.W. On this basis we are prepared to accept the changes,

56.02 JURISDICTION

All switching of 550 volts will be done by members of Local 1149 I.B.E.W. excepting in cases where there is danger to the safety of personnel, equipment or property, or, to ensure efficiency of operation.

56.03 Local 1149 – Local Agreement Book

The following items can be found in the Local Agreement Book and form part of the Appendix

ALPHABETICAL INDEX

	<u>Article</u>
Advanced Electrical Training Premium	1.00
Apprenticeship & Journeyman Plans.,	4.00
Attrition List	9.00
Electrical Shift Rules & Common Lines of Progression	3.00
Graduate Electrical Trades Trainee Premium..	1.01
Letters of Understanding Employment Assurance	6.00
Multi-trades – Mechanical and E/I	7.00
Retirees Hired on Variable Construction..	12.00
Vacation Pay for Laid Off Workers..	11.00
Sixth Day for Dayworkers	10.00
Spread Rate Occupations..	2.00
Training Program	5.00
Wage Rates & Classifications	13.00
Workforce Adjustment Plan	8.00

57.00 Local 2995 – Local Agreement
Book

The following items can be found
in the Local Agreement Book and
form part of the Appendix

ALPHABETICAL INDEX

	<u>Article</u>
Attrition List	22.00
Bonuses..	11.00
Discipline..	23.00
Holidays with Pay	5.00
Hours of Work..	3.00
Job Description	14.00
Jurisdiction	1.00
Letters of Understanding	
Mercier Agreement..	20.00
Wood Haul..	18.00
Woodlands Cost	
Committee..	19.00
Working and	
Living Conditions..	17.00
Piecework Classifications	
& Rates	10.00
Radios –	
Harvesting Equipment..	16.00
Seniority..	4.00
Shift Premium	6.00
Silvicultural	
Addendum to Agreement..	12.00

ALPHABETICAL INDEX – Local 2995
(Continued)

Silvicultural	
Wage Schedule	9.00
Trades Apprenticeship	
Program	13.00
Tradesmen's Tool	15.00
Vacation with Pay	7.00
Wage Rates	
& Classification	8.00
Workforce Adjustment	
Plan	21.00
Working and Living Conditions	2.00

APPENDIX A

GENERAL RULES

1. CAUSES FOR DISCIPLINARY ACTION

- (a) Reasons considered sufficient for discipline which could include immediate discharge:
 - 1. Refusal to obey a reasonable order.
 - 2. Striking or using abusive language to a supervisor
 - 3. Bringing intoxicants on Company property or consuming intoxicants on the job.
 - 4. Smoking in prohibited areas.
 - 5. Careless or wilful destruction of property.
 - 6. Unauthorized removal of Company property.
 - 7. Theft.
 - 8. Dishonesty – an attempt to mislead or deceive someone in authority.
 - 9. Disorderly conduct or fighting.
 - 10. Under the influence of intoxicants.
 - 11. Wilful neglect of duty.
 - 12. Repetition of serious offences for which an employee has already had a disciplinary suspension.
 - 13. Gambling.
 - 14. Sleeping on duty.

15. Absence Without Permission (N.P.)

An employee who does not report for work as scheduled will be charged with an N.P., subject to the following:

- a) Less than two (2) hours late, allowed to work and recorded as late, no N.P. charged.
- b) Two (2) or more hours late, will be charged with an N.P. unless there is a valid reason.
 - i) If a substitution has been sent for, the employee will be sent home.
 - ii) If no substitution has been sent for, the employee will be allowed to work and charged with an N.P.
 - iii) At any time the Company is obliged to pay premium time because an employee does not report for work as scheduled, the employee will be charged with an N.P.
- c) Discipline for N.P.'s
 - 1st. N.P. – Warning, to be recorded at an official meeting with union-management representatives.

2nd. N.P. – (within 12 months of the original) – Lay-off of ten working days without pay, to be processed by the Discipline Committee.

3rd. N.P. (within 12 months of 1st. N.P. unexcused absence] – The employee will be subject to discharge, to be processed by the Discipline Committee.

3rd. N.P. (within 12 months of 2nd. offence, but longer than 12 months after original) – Lay-off of ten working days without pay.

N.P.s shall be cleared after an employee attends work regularly without an unexcused absence, for a full 12-month period.

Note: Employee off duty without permission in excess of two weeks will be subject to discharge.

16. Loitering – Unauthorized Absence From Job
17. Insubordination
18. Indifference
19. Infraction of Company Rules-Penalty to be in accord with the nature and severity of the offence.

20. Incompetence-While this is not considered a breach of discipline, action such as release, transfer, retraining or demotion may be taken.

2. SOLICITING ON COMPANY PROPERTY

No one may canvass or solicit in Company offices or on Company property for any purpose whatsoever, without permission of the Human Resources Manager.

3. MILL VISITORS

All tours or visits must take place between the hours of 9:00 a.m. and 4:00p.m., Monday through Friday, and 9:00 a.m. and 12:00 noon on Saturdays. There will no visitors allowed on statutory holidays or start up day after statutory holidays.

An employee wishing to take relatives or friends through the Mill may do so on the authorization of his superintendent. The Department Manager must issue a signed Visitor - Authority for Admittance to the Personnel Officer, giving the names of the party.

Arrangements for such a tour shall be made only at a time when the employee is off duty. Visitors are not permitted to remain in the Mill after 4:00 p.m. Monday through Friday, and 12:00 noon on Saturdays. No child under 12 years of age will be allowed to enter the Mill.

4. PASSES TO TAKE TOOLS FROM MILL PROPERTY

A workman's tools may be taken out on a pass signed by the employee's supervisor.

5. ENTERING MILL

No employee shall be permitted to enter the Mill premises except when going into work or while on duty.

6. BULLETIN BOARD

Bulletin boards are located at convenient places throughout the Company to be used for publicizing special instructions or information. The Union has bulletin boards which have been erected especially for dispensing information from the various Locals.

7. REPORTING A FIRE

Employees are asked to notify the Substation Operator, dial 212, immediately when a fire is located. Employees are urged not to call the Substation to inquire the location of a fire as the capacity of the telephone lines will not permit any great volume of calls at a particular time. Fire extinguishers may be used according to instructions by any employee. Remember, prompt action may save serious damage.

8. CAR PARKING

An employee will not be permitted to enter the Mill premises with his car or truck unless a release has been signed granting Personnel Officers the privilege of searching the vehicle at any time while it is on Company property.

Employees must park their cars in general parking areas.

9. SMOKING RULES

Smoking areas are available in convenient locations throughout the Mill. Smoking on these premises must be confined exclusively to these areas. Any infraction of this regulation will be dealt with by disciplinary action. Employees must use the smoking area most convenient to their work place.

As a precaution against fire, all refuse, matches, butts, etc. must be carefully extinguished and put in the containers supplied for the purpose.

Employees must cooperate in helping to keep smoking areas clean. Full information pertaining to Smoking Areas and privileges may be obtained from your departmental regulations. Employees are encouraged to use common sense in the use of smoking areas and to cooperate in helping to keep these locations from becoming group gathering places.

IO. CAMERAS

Cameras are not allowed on Company property without management's permission.

11. PART-TIME EMPLOYMENT

Any employee engaged in selling goods or services in addition to his employment with this company, who is found to be using his position with the company to gain prospective customers or whose part-time employment is detrimental (in the opinion of Management) to his service with the Company, shall be obliged to either forfeit his part-time employment or resign from the Company.

12. UNIT OF TIMEKEEPING – HOURLY-PAID EMPLOYEES

The Unit of timekeeping is one-tenth hour or six minutes. When fractions of this unit are involved for either arrival or departure, time under three minutes shall not be counted but three minutes or more shall count as a unit. This rule applies for either straight time or time and one-half.

In computing the time for each day, deductions shall be made for late arrivals or early departures to the nearest tenth hour, the only exception being that of tour workers.

When an employee repeatedly arrives or departs one or two minutes late or early respectively, during a payroll period, the Payroll Supervisor shall add up the late arrivals and early departures and deduct such time from the total hours for the period. The Payroll Supervisor shall notify the Department Manager of cases where an employee repeatedly arrives late, leaves early or both.

13. SPECIAL TIME ALLOWANCE

Payrolls represent actual time worked by employees and shall not contain special allowances of any kind; i.e. taxi fare. Special allowances, when necessary, must be made out in the form of expense accounts and sent through the regular channels for payment.

14. PAY FOR THE DAY WHEN A LOST TIME INDUSTRIAL ACCIDENT OCCURS.

When a disabling injury occurs, the injured employee shall be paid full time for the balance of the day on which the injury occurs.

15. DRAWING PAY IN ADVANCE OF PAY DAY

Employees shall not be allowed to draw pay in advance of pay day except in cases of extreme emergency such as sickness, death in family, etc. Advances must be authorized by Human Resources Department.

Such advance in no case shall exceed the pay earned, except that any employee shall have the privilege of drawing his vacation pay in advance of his vacation.

16. PAY FOR MEETING ATTENDANCE

a) Meeting Held at the Request of Management (Attendance Required)

When hourly-paid employees are requested to attend meetings called by Management, the employee shall be paid at straight time for the meeting period, for any time involved outside of his regular work period. Employees attending such meetings during their regular work period will not be docked for time spent at the meeting.

When such meetings require an employee to be relieved early, or necessitates a partner being held over his regular work period so that he can attend the meeting, the employee actually on the job will receive time and one-half for all time in excess of his regular work period.

Typical of such meetings are those convened to discuss production plans or problems; introduction of new equipment or processes; committee meetings held to investigate accidents, make safety inspections or to discuss and formulate safe practices. In addition, straight time will be paid under similar circumstances for meetings held with Union officers or stewards to discuss

transactions involving promotion, demotion, disciplinary action, etc.

Employees called into the Mill from home to attend meetings outside of their regular working hours will be paid a minimum of one hour.

b) Meetings Held at the Request of Management (Attendance Optional)

No pay shall be granted to employees for time spent attending such meetings outside working hours. If the meeting is scheduled during the employee's working hours and the employee has the permission of his supervisor to attend such meeting, he will not be docked for the time spent in the meeting.

c) Meetings Held at the Request of the Unions

When the Union takes the initiative in calling a meeting with Management representatives and when the time consumed is two hours or less, any Union representative or member present who would otherwise be at work will not be docked for the time spent in the meeting except for the portion of time which exceeds the two-hour maximum allowance. Those off duty will not be paid. This applies to meetings dealing with grievances, discussions, or interpretations of existing labour agreements, and meetings called by the Union in order to secure information on Management's plans or actions. In the case

of meetings initiated by a Union to present matters commonly considered to be a subject for collective bargaining and which imply a change in the Labour Agreement or the Company Policies which form a part of that Agreement, neither Union representatives nor members present shall be paid regardless of whether they would otherwise be at work or not.

d) Method of Authorizing Payment

A representative of the Industrial Relations Department attending the meeting, shall be designated to furnish the Payroll Supervisor with a list showing the names of those who qualify for payment. The period of time allowed shall be shown and computed on the same timekeeping basis as that followed in computing hours worked. The rates to be paid will be as follows:

1. Meeting Held Before the Shift – The rate paid will be the same as that paid to the employee for the first hour of the shift.
2. Meeting Held During the Shift – The rate paid will be the same as that being paid to the employee at the time the meeting was held.
3. Meeting Held After the Shift – The rate paid will be the same as that paid to the employee for the last hour of the shift.

4. Meeting Held on Day Off – The rate paid will be the Model Payroll rate.

December 3, 1992

APPENDIX "B"
WEEKLY INDEMNITY PLAN

1. DEFINITIONS

In this plan, unless otherwise specifically provided,

- (a) "Accident" is a bodily injury caused by external, violent means;
- (b) "Disability" is a disability preventing an employee from pursuing any gainful occupation arising from any mental infirmity, bodily disorder, or bodily injury, verified to the satisfaction of the Company and/or insurer, and not otherwise excluded by this plan;
- (c) "Employee" means an employee in the active employment of the Company, who participates in this plan;
- (d) "Insurer" means the insurance company or carrier appointed by the Company;
- (e) "Plan" means the Spruce Falls Inc. Weekly Indemnity Plan;
- (f) "Wage" means an employee's regular weekly wage, based on 40 times his straight time average rate for the 40 hours worked prior to the start of disability excluding any overtime premium or shift bonus.

2. PARTICIPATION

- (a) All employees of the Company listed on the attached participation schedule shall be eligible to participate in this Plan, in accordance with the provisions listed herein.
- (b) Participation in this Plan is limited to eligible employees who have completed 90 days of continuous employment with the Company.

3. AMOUNT OF DISABILITY BENEFITS

- a) The amount of disability benefits shall be 70% of an employee's wage, as defined in Section 1 (f), immediately preceding the date of disability with no maximum.
- b) Change in Benefits – Any employee not actively at work on the effective date or dates of the changes in benefits will not be eligible for the increase in benefits until the date of his return to active employment.
- ci A daily rate of payment for each calendar day of absence that qualifies for payment shall be one-seventh (1/7) the weekly amount of disability benefit under Section 3 hereof.

4. ELIGIBILITY FOR PAYMENT

- al i) Except in the case of disability arising out of an accident, day surgery or by being hospitalized for sickness, an employee shall be eligible to receive an amount of disability benefit in accordance with Section 3 hereof, for a period not exceeding fifty-two (52) weeks for any illness, beginning after 3 consecutive days of continuance of the disability.
- ii) In the case of a disability arising out of an accident, day surgery or by being hospitalized for sickness, an employee shall be eligible to receive an amount of disability benefit in accordance with Section 3 hereof, for a period not exceeding fifty-two (52) weeks for any one accident or such sickness commencing from the date of the accident, day surgery or first day of hospitalization.
- b) An employee absent from work and in receipt of an amount of disability benefit, shall continue to receive such benefit, even though a work shortage develops which would have resulted in his being laid off had he been at work, provided that the employee remains disabled and continues to furnish evidence satisfactory to the Company

and/or insurer, and verifies the continuance of disability.

- CI An employee shall not be eligible for an amount of disability benefit under this plan unless he is actively employed by the Company at the date that he becomes eligible or until he subsequently returns to active employment.

In the event of a lay-off, an employee shall be considered as still employed for purposes of this benefit up to the end of the policy month next following the policy month in which the employee was laid off.

- d) An employee making a claim for an amount of disability benefit after lay-off or termination of employment for disability established to the satisfaction of the Company and/or insurer and having occurred prior to his lay-off or termination, shall be eligible for an amount of disability benefit provided such disability was accompanied by a continuance of absence that commenced prior to actual lay-off or termination.
- e) Successive periods of disability separated by less than four consecutive weeks shall be considered one period of disability, unless the subsequent disability is due to an accident or illness entirely unrelated to the previous disability and commences after return to active employment on a full time basis.

- f) An amount of disability benefit under this plan shall not be paid in the event the absence is a result of,
 - i) Any injury arising out of or sustained while doing any act or thing pertaining to any occupation or employment for remuneration or profit, or
 - ii) Any injury or illness entitling the employee to compensation under any Workers' Compensation or similar legislation, or
 - iii) Self-destruction or any self-inflicted injury, while sane or insane, or
 - iv) Any injury or illness resulting from insurrection or war, whether war be declared or not, or from participation in riot or civil commotion, or
 - v) Disability for which the employee is not under the treatment of a physician except that authorization for benefits by a chiropractor shall be permitted for up to four weeks per insured person per calendar year, or
 - vi) Alcoholism or Drug Addiction, unless the employee is undergoing a recognized course of

treatment by a specialist in the care and treatment of alcoholism and drug addiction or the employee is undergoing regular rehabilitative treatment approved by the insurer and a licensed physician.

- g) An amount of disability benefit will not be payable following the retirement date of an employee.
- h) An amount of disability benefit will not be payable following the early retirement date of an employee, if early retirement was approved prior to the onset of disability.
- i) An amount of disability benefit will not be payable for those days for which the employee receives holiday pay, vacation pay, or more than one-half day's regular pay, from the Company.
- j) An employee on Weekly Indemnity who is determined as being fit for "light duty" by a licensed physician and if no "light duty" work is available, he shall remain on Weekly Indemnity Benefits in line with Section 4 (a) (i).
- k) i) An amount of disability benefit under the plan shall not be paid in event the absence is a result of pregnancy-related disabilities when

an employee is on pregnancy leave of absence or could be placed on such leave by the Company, in accordance with the pregnancy leave provisions of any relevant provincial or federal legislation.

- ii) An employee, who fails to qualify for pregnancy leave of absence because of failure to meet the length of service requirements in the relevant provincial or federal law, will not have benefits payable in the event of an absence resulting from pregnancy-related disabilities.

5. PAYMENT OF BENEFITS

- a) In computing the amount of disability benefits, disability will be considered as starting from the first day of disability; however, in the event of absence due to illness, an employee must be certified by a physician for the disability within the first three (3) days of disability. In the event that the employee is not certified within the first three days, disability will be considered as starting two (2) complete days prior to the day that the employee is actually certified by a physician.

When an employee becomes ill on a Friday, the three (3) day waiting period

will be extended to the Monday. However, if the employee in this instance fails to see his doctor on the Monday immediately following the Friday, the grace period will revert to three (3) days only.

6. MISCELLANEOUS PROVISIONS

- a) An employee who is absent due to disability or on an authorized leave of absence, on the date he was to become eligible under this plan, and is unable to return to active employment when eligible because of a disability, shall, upon the date of his return to active employment, be eligible to participate in this plan;
- b) an employee absent on an authorized leave of absence on the date he was to become eligible under this plan, shall, upon the date of his return to active employment, be eligible to participate in this plan;
- c) If an employee who has been covered under the terms of this plan is granted an authorized leave of absence, such employee shall be considered as still covered under the terms of this plan, but not beyond the end of the policy month next following the policy month in which such employee ceased work.
- d) If requested, the Company shall make advance payments after receipt of formal claim, at normal pay intervals until the claim is processed.

The Company will be reimbursed by the claimant for any advance payments

made prior to the Company's receipt of notification of the adjudication of the claim.

If the claim is denied, advance payments not repaid by the claimant within 30 days following receipt of notification by the Company of such denial, will be recovered by the Company from the claimant's normal pay.

7. GOVERNMENT DISABILITY PLANS

- a) The amount of disability benefit under this plan will be reduced by the amount for which an employee and/or the employee's dependent up to the age of eighteen is eligible under the disability benefit provision of the Canada or Quebec Pension Plan or similar provisions in any other Government plans for disability, for which the employee is receiving an amount of disability benefit under this plan, except for War Disability Pensions and Workers' compensation Disability Pensions.
- b) The Company and/or insurer may require certification or verification of the amount of income from the Canada or Quebec Pension Plan or such other Government Plans;

- c) The amount of disability benefit in excess of the amount which should have been paid may be deducted from the amount of any future disability benefit, or repaid by the employee to the Company and/or insurer, as the case may be, through some other mutually satisfactory agreement.

8. PHYSICAL EXAMINATIONS

The Company and/or insurer reserves the right to required periodic physical examinations throughout the duration of the employee absence due to disability. Such examinations shall be conducted by a physician or physicians designated by the Company and/or insurer.

cost of physical examinations, transportation and reasonable out-of-pocket expenses related thereto will be paid by the insurer.

In the event of a disagreement between the employee's doctor and the Company or insurer's doctor (as to whether an employee is disabled), the matter will be referred to a medical specialist in the appropriate field for the final resolution. Weekly Indemnity payments will continue until a final decision is made.

9. ADMINISTRATION

- a) It shall be the obligation of the employee to notify immediately the Company of his absence due to disability, following which the Company will issue the necessary initial claim forms to him.
- b) completed claim forms will be checked by the Company to determine whether or not an employee is a participant in the plan, and the Company will forward the claim forms to the insurer for adjudication and processing.
- c) To assist the insurer in the proper adjudication and processing of claims, the Company and/or the insurer may establish claims control procedures.
- d) i) A Claims Committee will be established at each mill consisting of a union representative of each participating local and representatives of management, having a representative of management as Chairman, the purpose of which will be to discuss any problems relating to the administration of the plan, and to review claims experience. To assist in the function of the Claims Committee, a representative of the insurer will attend meetings periodically, and

claims experience will be made available.

- ii) The Claims Committee may assist in the establishment of claims control procedures which may be required from time to time.
 - iii) The claims Committee will not seek, directly or indirectly, to abridge, modify, add to, or subtract from, the terms of this Plan, nor to secure benefits not payable under the terms of this Plan.
- e) i) The Company will provide for compensation for any accident sustained while working for the Company and which is not covered by Workers' Compensation provided that such injury does not conflict with the exclusions set out in section 4 (f) of the current Weekly Indemnity Plan provisions.
- ii) In case of delays of two (2) weeks in obtaining uncontested weekly indemnity payments, the Company will advance an amount not exceeding the overdue payments, provided all required documentation is provided and that the employee agrees to

reimburse the Company for such advances upon receipt of his/her first Weekly Indemnity payment.

10. All of the foregoing provisions of this Plan shall be subject to the Grievance Procedure.

APPENDIX "C"
LONG TERM DISABILITY BENEFIT PLAN

The Long Term Disability Benefit Plan shall be administered in accordance with the terms of an insurance policy and shall contain the following governing provisions:

1. ELIGIBILITY

The Long Term Disability Benefit Plan shall be compulsory for all employees, who are participants in, and who are covered under the terms of the Weekly Indemnity Plan.

2. EFFECTIVE DATE OF COVERAGE

An eligible employee is entitled to benefits provided he is actively at work on the first day the Long Term Disability Benefit Plan becomes effective.

An eligible employee absent from work due to sickness or accident at the effective date of the plan, shall only be eligible for Long Term Disability Plan benefits at the return to continuous active full-time employment over a thirty (30) calendar day period. An eligible employee absent from work due to lay-off at the effective date of the plan, shall be entitled to Long Term Disability Plan benefits upon recall on reporting to work. The Company shall have the right to give medical examinations to employees

returning from such lay-off to determine their eligibility under the plan.

3. QUALIFYING PERIOD

An insured employee shall be eligible to receive an amount of Long Term Disability Benefit after fifty-two (52) weeks of benefit entitlement for the same disability under the Weekly Indemnity Plan. A benefit payment shall not commence during a lay-off or strike until the termination of the lay-off or strike.

4. DEFINITION OF DISABILITY

"Disability" shall mean an insured employee who has received fifty-two (52) weeks of benefits under the Weekly Indemnity Plan and who for up to the next ensuing twelve (12) months is unable because of disease or injury to work at his regular occupation, and thereafter is unable to perform any and every duty of every occupation in the mill for which he is reasonably fitted by education, training or experience.

5. AMOUNT OF BENEFIT

- a) 55% of regular straight time hourly rate, multiplied by 2,080 (1950 hours for office workers) hours and divided by 12, up to a maximum monthly payment of \$2,300 effective January 1, 2000; \$2,400 effective October 1, 2004. During the term of the

agreement, effective May 1st. of each year, general wage rate increases will be incorporated into the benefit up to the maximum monthly payment of \$2,300 effective January 1, 2000; \$2,400 effective October 1, 2004. The straight time hourly rate shall be the rate used to calculate Weekly Indemnity Benefits.

- b) The amount of benefit shall be reduced by any payments on behalf of the employee made under any Government disability plan (except increases in such amounts occurring 12 months or more after disablement), Workers' Compensation, or any other non-private disability income plan.

6. DURATION OF BENEFITS

Benefits shall cease upon the occurrence of any one of the following:

- a) On the date the employee ceases to be disabled; or

NOTE: If there is a recurrence of the same disability within four months of return to work, a new qualifying period will not be required, and the disabled employee will be eligible for any balance of Long Term Disability benefit payments.

This provision shall take precedence over any recurrent disability provision under the Spruce Falls Inc. Weekly Indemnity Plan.

- b) On death, or
- c) On the earlier of retirement or age 65.

7. CONTINUATION OF GROUP LIFE INSURANCE DURING DISABILITY

An insured employee receiving Long Term Disability Plan Benefits, who was a participant in the Company Group Life Insurance Plan at the commencement of his disability, will continue to enjoy Group Life Insurance coverage at no premium cost to him.

8. EXCLUSIONS

- a) Benefits under the Long Term Disability Plan will not be payable for claims resulting from:
 - i) Any injury arising out of or sustained while doing any act or thing pertaining to any occupation or employment for remuneration or profit, or
 - ii) Any injury or illness entitling the employee to compensation under

- any Workers' Compensation or similar legislation, or
- iii) Self-destruction or any self-inflicted injury, while sane or insane, or
 - iv) Disability for which the employee is not under the treatment of a physician, or
 - v) alcoholism or drug addiction, unless the employee is undergoing a recognized course of treatment approved by the insurer and a licensed physician.
- b) i) An amount of disability benefit under this plan shall not be paid in the event the absence is a result of pregnancy-related disabilities when an employee is on pregnancy leave of absence or could be placed on such leave by the Company, in accordance with the pregnancy leave provisions of any relevant provincial or federal legislation.
- ii) An employee who fails to qualify for pregnancy leave of absence because of failure to meet the length of service requirements in the relevant provincial or federal law, any leave of absence agreed

upon by the employer and employee will be considered a normal leave of absence for legitimate personal reasons.

9. REHABILITATION

An employee receiving an amount of Long Term Disability Benefit may be asked to undergo reasonable rehabilitation measures which have been the subject of prior consultation with the employee's doctor, at no cost to the employee. If such employee refuses to undertake such rehabilitation, he may be declared not eligible for an amount of disability benefits.

October 1, 1999 to September 30, 2005
Main Labour Agreement

Signed at Kapuskasing, Ontario, this 18th day
of October, 1999.

FOR THE COMPANY

FOR THE UNION

K. Darbyson
Director
Human Resources

G. Steinthorson
President-Local 256
C.E.P

S. Koshowski
V.P. & Gen. Mgr.-
Spruce Falls
Operations

G. McMeekin
President -
Local 89-C.E.P.
& Coalition Leader

D.R. Goss
V.P. & Gen. Mgr.-
Woodlands Ops.

E. Prokopick -
President-Local 166
O.P.E.I.U.

M. Tremblay-Supt.
Labour Relations

M. Buller-President
Local 1149-I.B.E.W.

G. Wilson
Sawmill Manager

G. Bourgouin -
Business Agent-
Local 2995 I.W.A.
Canada

R. Lamarche-C.E.P.
Representative

LOCAL AGREEMENT

BETWEEN

SPRUCE FALLS INC.

KAPUSKASING

AND

THE COMMUNICATIONS, ENERGY

AND

PAPERWORKERS UNION - LOCAL 89

October 1, 1999 to September 30, 2005

The parties agree to the following disposition of Local Issues pertaining to Local 89 C.E.P.

Local Agreements listed in the index shall continue in full force and effect for the term of the Collective Agreement from October 1, 1999 to September 30, 2005 and shall not be altered, except by mutual consent.

Dated the 1 8th day of October, 1999.

FOR THE UNION

FOR THE COMPANY

G. McMeekin
President
Local 89 CEP
& Coalition Leader

M. Tremblay
Labour Relations
Superintendent

S. Koshowski
V.P. & Gen. Mgr. -
Spruce Falls
Operations

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1.00 ALL TRADES RECALL

A) Recall from lay off to jobs within the trade groups will be by Local 89 seniority using existing qualifications for the specific trade required.

B(1) For model vacancies on Maintenance, C.P.A. or Sawmill, the position will be posted and the most senior qualified trades person in the specified trade by Local 89 seniority will be offered the position.

B(2) Temporary assignments to Maintenance, C.P.A. or Sawmill, anticipated to last more than one week, will be assigned to the senior qualified trades persons by Local 89 seniority. Every effort to call back by seniority will also be made for

assignments of one week
or less.

2.00 SHUTDOWN DAYS NOTICE

“Whenever possible, the Company will give 24 hours notice to employees working on shutdowns”.

**3.00 STATIONARY ENGINEER
PREMIUM**

There will be a premium of 10 cents per hour paid to each Steam Department employee for each Stationary Engineer's certificate held by him. In addition, a premium of 10 cents per hour will be paid to each Steam Department employee for one certificate held above that required by the Company for the job being done.

4.00 TOOL INSURANCE –
COMPANY SPONSORED i.e.
Theft & Fire

The Company agrees to pay insurance covering the loss through theft or fire of tradesman or trainee's tools in accordance with Company Policy SFERP-23.

5.00 TRAINING AGREEMENTS

It is agreed that the Mechanical Trades Training Agreement and the Steam Training Agreement instituted by the Company are approved and shall form part of this agreement.

6.00 TRAINING AGREEMENT –
MECHANICAL TRADES

6.01 Purpose

To install one program that will graduate Tradesmen equipped with necessary tools, who have attained a level of proficiency in manual and

technical skills satisfactory to Management. Total cost of program, with the exception of tools, to be borne by the Company.

6.02 Advisory Committee

This committee will consist of a maximum of four Local 89 Union members and three Management members plus the Trades Training Coordinator. (Minimum of 2 per group for quorum). Its function is to administer the Trades Training Program. One of the three members of the Management group will be the Chairman. The Training Coordinator will act as recorder at official committee meetings and advise the committee on such matters as trainee activity and program policy.

It will be a Management responsibility to take necessary action when a trainee is

subject to removal from the Training Program.

6.03 Selection of Trainees

Management will determine, according to its assessment of need, the number of Trades Trainees in each trade, that will start the program. Trainees hired will be indoctrinated 3 months after their hire date.

Applications will be recruited from mill employees and from outside the mill, if none in the mill qualify.

To be eligible for consideration, an applicant must have Grade 12 diploma, and successfully pass the G.A.T.B. test. Management, after consultation with the Advisory Committee, will select suitable Trade Trainees from the successful candidates. For new employees, hired after October 1, 1999, preference will be given to those who have a College Diploma in Technical.

6.04 Seniority

New employee establishes Trade Trainee and Labourer seniority on the date he starts the Program.

A Labourer transferred into the Program establishes Trade Trainee seniority on the date he starts the Program, and maintains his present Labourer seniority.

Any trainee bumped out of the department by a cutback will be recalled to his trade group on the basis of his seniority in that trade group.

Upon successful completion of the training program, all categories listed will establish Trade Seniority retroactive to the day he started in the Program (unless seniority as a Tradesman in the specified trade was established prior to enrolment in the training, in

which case the earlier date will prevail).

6.05 Trades Covered

This Training Program will cover training in the following trades:

Instrument Mechanic (4-yr program)
Millwright (4-year program)
Pipefitter (4-year program)
Machinist (4-year program)
Tinsmith (4-year program)
Lubricator (3-year program)

If, in the opinion of Management, it becomes necessary, consideration will be given to providing training for other trade groups.

6.06 Training Duration

The normal length of training will be four years with the exception of the lubricator program, which will be three years, however, credits for previous experience may be allowed by the Advisory

Committee up to a maximum of 50% of the course duration (i.e. a maximum of two years on a four-year course or eighteen months on a three-year course). A trainee may attend a meeting of the advisory Committee to solicit this credit.

In the event of sickness or accident, the Advisory Committee will consider extending the duration of an individual's training program.

6.07 Indoctrination

As soon as possible after enrolment, the Advisory Committee along with a representative from the Ministry will hold an indoctrination meeting with new trainees. This indoctrination will include an outline of the training program as well as the specific responsibilities of the trainees

in regards to both the Company and the Ministry.

6.08 Training Outline

The Training Coordinator will establish tool lists and curriculum for learning technical and manual skills that will be approved by the Advisory Committee.

These will be as follows:

- a) Technical skills will be attained by correspondence courses. Trainees will complete assignments and study in their own time.
- b) Manual skills will be attained by on-the-job experience. To attain this, the Trainees will work as Trades Trainees with experienced tradesmen. It is expected that trainees will develop an atmosphere with tradesmen that will

ultimately let them do the job under the guidance of the tradesmen. At all times during the training, the trainee is expected to use tools at every opportunity.

In order to make maximum use of time spent in learning manual skills, Management will endeavour to place trainees on jobs that will broaden their knowledge, and with tradesmen who are superior in their trades. Part of their time will be spent rotating through other trades to gain a broad trade knowledge.

All rotation of other trades will be completed before the last six month's of an individual's training program. During the last six months, the trainee will be periodically assigned jobs in his own trade,

commensurate with his ability and training under the close supervision of the Crew Leader or Foreman, thereby preparing him for the time when he receives assignments and is on his own.

- c) Tools are essential for a tradesman. At the 24, 30, 36 and 42 month completion points of the training program, the trainee will be required to submit proof satisfactory to Management, that he owns and has in his possession a pre-determined list of tools. Before graduation from the training program, the complete list of tools will be checked against the tools owned.

6.09 Rates of Pay

- 1. The rate of pay advancement scale will be

calculated to the nearest cent as follows, as a percentage of the minimum tradesman's rates.

	Program	
	<u>4-yr</u>	<u>3-yr</u>
Start	86%	86%
After 6 months	88%	88%
After 12 months	90%	90%
After 18 months	92%	92%
After 24 months	94%	96%
After 30 months	96%	100%
After 36 months	98%	-
After 42 months	100%	-
At Graduation	102%	102%

2. Before starting the Trades Trainee Program, the Company may, on an individual basis, adjust the rate of pay. The Advisory Committee may allow credit for on-the-job experience and for technical knowledge already completed satisfactorily, as per formula for credit interpretation. (Minutes March 1, 1993)

3. Night School

- a) Night classes will be made available to provide a quiet atmosphere conducive to learning. Time spent at night classes will not be paid for.
- b) Trainees who have been cut back but return to their trade during the non-school months from mid-June to mid-September, may apply to the Training Coordinator for approval to attend night school classes for a consecutive period of time, equal to the non-school weeks worked in their respective trade. During the approved period of time, satisfactory progress as defined in this Agreement must be maintained. This may

be cancelled by a trainee, if in good standing, upon written notice to the Trades Training Coordinator without penalty.

Example: One 3-hour night school session for every week worked in the trainee's trade during the non-school months.

- c) S.F.I. agrees to pay an allowance of \$130/week, in addition to the allowances paid by the Government for those Apprentices who are required to live and travel out of Kapuskasing.

6.10 Overtime

Scheduled overtime for trainees is to be discouraged on nights when attendance at classes is required.

6.11 Unsatisfactory Progress

Unsatisfactory progress in the Training Program shall be defined as:

- a) Being five or more lessons in arrears at the month end when progress is calculated.
- b) Being more than one month late in turning in a tool list. (It is the responsibility of each trainee to have his tools checked by his foreman.)
- c) Failing an examination.
- d) Failure to attend night classes specified in "Penalty for Unsatisfactory Progress".

6.12 Penalty for Unsatisfactory Progress

Following a review by an Advisory Subcommittee consisting of a union representative, the chairman of the Advisory Committee and the Training Coordinator, any trainee who gets in unsatisfactory standing, as defined above will be given a final warning. From that time until the completion of his course, he must attend the night study classes for a minimum of five hours per month during the designated school year. Time spent at night classes will not be paid for.

If before graduation the trainee should again be making unsatisfactory progress, he will then be subject to removal from the training program and the trade and will be transferred to the labour group

where he will exercise labour seniority.

6.13 Progress Measurement

a) Technical:

The Training Coordinator will determine an average percentage grade twice each year, based on assignments completed during the previous quarter.

This will be classified as satisfactory (over 60%), doubtful (50% to 60%) or failure (less than 50%). Two consecutive doubtful grades will be considered a failure.

In the event of a failure, the Advisory Committee will determine the action to be taken which may include retesting the failed work after a suitable study period.

A Trainee will be allowed only one failure during any twelve-month period.

- b) Manual skills will normally be judged by the foreman for whom the Trainee works. A twice-yearly report will be written by the Training Coordinator assessing the manual skill of each Trainee during the preceding period.

c) Tools:

After a comparison, by the Trainee's foreman, of tool lists with tools on hand, a clear-cut mark of conformance is possible. No exceptions will be made.

- d) A composite report on each Trainee will be written twice yearly by the Training Coordinator

combining (a), (b), and (c) above.

If a grade other than satisfactory is obtained, immediate action will be taken by the Advisory Committee to establish the reason and take steps to correct the situation. A failure necessitates review by the Advisory Committee who may decide to have the Trainee repeat some phase of the training. A Trainee will be allowed only one failure in any 12-month period.

6.14 Recognition

Trainees successfully completing the Training Program will receive a Spruce Falls Trades Training Graduation Certificate for the designated trade. This certificate will be presented at a graduation banquet.

Graduation banquets will be held annually provided there are ten or more trainees graduating. If there are less than ten graduates in a particular year, the banquet will be deferred accordingly.

In an attempt to recognize individual effort and merit during the Training Program, an award will be established to be given to the Top Scholastic Award in each group of graduates. Selection of the award winner will be made by a joint committee of Union and Management representatives and will be based on academic performance only.

7.00 TRAINING AGREEMENT STEAM

7.01 Purpose

To install a program that will graduate Level of Stationary Engineers and to encourage them to continue studying to

become First Class Stationary Engineers.

7.02 Selection of Participating Trainees

All persons employed in the Steam Department on the date of acceptance of this agreement by union and management, will be given the opportunity to enter the training program as outlined hereafter, provided they have a secondary school diploma and have achieved the level of G.A.T.B. testing. For new employees hired after October 1, 1999, preference will be given to those who have a two-year Power Engineering diploma.

Note: Employees hired prior to 1991 will be required to have a secondary school diploma or equivalent.

All persons hired into or transferred into the Steam Department after the above date will be required to enter the Training Program as a condition of employment. After a three-month steam plant familiarization period, or after the probation period, should he elect not to take this Training Program, then he will be removed from the Steam Department.

The exception to the above is those hired on a temporary basis for a period of less than six months. Should any temporary employee be retained in the Steam Department beyond six months, he must then qualify himself by satisfying the Steam Department entrance requirements and enter this Training Program. If he fails to meet the normal entrance requirements, he will then be removed from the Steam Department.

7.03 Failure to Complete Program or
Unsatisfactory Progress

Failure to complete the program, or to make unsatisfactory progress by any Trainee would result in the Trainee being removed from the Training Program. In addition, he will be removed from the Steam Department.

Definition: Trainees must achieve a passing grade set by the S.A.I.T. Tutorial for lessons and exams, as well as achieve a passing grade on the Ontario exams. All must be completed within the Spruce Falls time frame set out in the Training Outline Article 7.03.

Unsatisfactory Progress is defined as not handing in lessons or writing exams according to the Training Outline Article 7.03.

A trainee will be subject to a warning for unsatisfactory

progress. Should the trainee again make “unsatisfactory progress”, they would be subject to removal from the Training Program and the Steam Department.

There will be only one “warning” per Trainee for the entire Training Program, which included the Fourth, Third, and Second Class tickets.

All of the rules in this Training Program, for those studying for Fourth and Third Class Stationary Engineering papers will apply to all new employees hired after October 1, 1999, who are studying for their Second Class Stationary Engineering papers. Failure to complete the program or unsatisfactory progress will result in removal from the Training program and the Steam Department.

7.04 Training Costs

- a) Management will pay S.A.I.T. fees and Tutorial fees for the Fourth, Third, Second and First Class Ontario Government examination fee once, and provide supplementary textbooks from a lending library.
- b) A classroom will be provided for study purposes upon request, housing the lending library and supplying coaching by the Steam Department trainer. This will be set up at a mutually determined time set by the trainer and trainees.
- c) There will be no monetary payment for trainees attending school classes. Trainer/instructors will be reimbursed at their straight time hourly rate of pay.

7.05 Training Outline

- a) The increase of \$0.1 O/hour given per ticket will be effective upon proof of successful completion of any Class. The ticket will be posted when it is received from the Government.
- b) Trainees must bring their lessons in to the Learning Centre where they will be recorded and then mailed to S.A.I.T. to be marked. The marks will be recorded when they are returned to Spruce Falls. A progress report will be issued monthly to all those on course.

The onus will be on the Trainee to acquire sufficient extra knowledge to pass the Stationary Engineering modules of the Ontario Government within the prescribed times as

outlined in this agreement. Management will provide the S.A.I.T. books and S.A.I.T. Tutorial for those levels that the ticket is required for the job. They will make available supplementary text books and information, supply a trainer/instructor for assisting Trainees with specific problems, and make available a classroom for study as described previously.

- c) The times in the Training Profile are calendar months and this may mean that the time allotted may end in or extend through any month of the year. It is expected that the Trainee will so arrange his own study time to maintain satisfactory progress as defined above. By working diligently, at other times, he will be able to avoid

studying during July or August.

7.06 Advisory Committee

- a) An Advisory Committee will be set up which will consist of a Chairman, a Training Coordinator, a Union representative, and the Steam Trainer.
- b) The duties of the Advisory Committee shall be:
 - i) To meet as required, usually once per month, to review progress of the Trainees.
 - ii) To determine at what level Trainees will enter the Training Program.
 - iii) To recommend to management whether or not a Trainee should get a warning for unsatisfactory progress before being

removed from the
Training Program as
per Article 7.03.

iv) To serve as an
advisory body on all
matters pertaining to
the Training Program.

c) A Trades Training Banquet
will be given after the
successful completion of
the Second Class program
regardless if the Trainee is
on or off the program, and
contingent upon having a
total of 10 Trainees
graduating from within any
of the other Spruce Falls'
Training Courses.

7.07 STEAM DEPARTMENT TRAINING PROGRAM AND PROTECTION

1. Training Program

The Training Program, Fourth
Class, Third Class, Second
Class, and First Class are all

different levels of the Training Program. This means that an employee enrolled on the Fourth Class Training Program remains on it until he has successfully passed all the exams required by the Department of Labour in the specified time as outlined in the Training Program. He then must present the accreditation form from the Technical Standards & Safety Authority as proof.

A Fourth Class Stationary Engineer can apply for the Third Class training upon completion of his Fourth. He will remain on the Third Class Training Program until he has successfully completed the underlined of the above paragraph. In other words, an employee may apply for a level of training to a higher certificate as long as he has completed the above underlined part of the training program for the level below.

Individuals must remain in good standing as outlined in our Training Agreement. They must complete the level in the allotted time or no monies will be paid for that level.

2. Protection

Employees on the Training Program working towards their Fourth Class certificate will have the right to bump newly hired Fourth Class employees, providing that they are on the Fourth Class Training Program at the time the new employee was hired.

For example, if an employee is on the Training Program, a new employee is hired with a certificate and placed on a Fourth Class job, the trainee upon completion under the rules of the Training Program, will be placed on the Fourth Class job and the newly hired employee moved back. Employees placed on the

Training Program after the newly hired employee, will not have bumping rights of that newly hired employee.

If the newly hired employee is placed or hired for a Third Class opening only the individuals who are on the Third Class Program at the time he was hired have protection. The employees have by-passing rights only, the new employee cannot be bumped back. When a new permanent position opens, the trainee can fill that vacancy and with his seniority, move ahead of the newly hired employee on the line. Individuals on the Fourth Class Training Program at the time he was hired will not be allowed to by-pass the new individual or bump him back. They will remain behind him on the line providing he holds a permanent Third Class job.

There is no protection for
Second or First Class
engineers.

7.08 TRAINING OUTLINE

1. Steam Training Agreement
2. Course structure and
outline.
Training Tutorial and
Syllabus for Stationary
Engineers and S.A.I.T. as a
reference text.
3. Duration of course:

4th Class – S.A.I.T.
Tutorial is 12 months,
consisting of 2 lessons per
month and two exams to
write. A total of 14
months will be allowed to
successfully complete the
Tutorial and the two
Provincial exams.

3rd Class – S.A.I.T.
Tutorial is 12 months,
consisting of 1 lecture per

week and two exams to write. A total of 18 months will be allowed to successfully complete the Tutorial and four Provincial exams.

2nd Class – Six Provincial exams to be written within a 24-month period.

1st Class – Eight Provincial exams to be written within a 30-month period.

4. Progress Report:
Calculated monthly, with the first Monday of the month being the cut-off day.
5. Unsatisfactory Progress:
Refer to Article 7.03 of the Steam Training Agreement.
6. Penalties for Unsatisfactory Progress:
Refer to Article 7.03 of

the Steam Training
Agreement.

7. Graduation – Requirements:

As per S.A.I.T. Tutorial
and Government
requirements – Steam time
and Government exam.

8. Government Involvement –
Stationary Engineer Act
covers all.

9. Rate of Pay and
Advancement:

Job rate plus 10¢ per hour
for each stationary
engineering certificate
held. In addition, 10¢ per
hour will be paid for one
certificate held above that
required by the company
for the job being done.

10. A training banquet will be
given after the successful
completion of the Second
Class program.

8.00 FOURDRINIER FABRIC CHANGE

Definition

- 8.01.1** A fabric is either the top or bottom forming fabric on a paper machine fourdrinier.
- 8.01.2** Any fabric change will be considered to be started when the fabric bundle is first lifted by the overhead crane under the direction of the Head Machine Tender in charge of the fabric change.
- 8.01.3** Any fabric change will be considered to be completed when the Head Machine Tender declares it to be ready for operation.
- 8.01.4** Removal of a whole bottom fabric, totally or partially from the fourdrinier, will be considered to be a fabric change provided the removal proceeds to the point where the fourdrinier is in the aisle.

In addition, the replacement of a partially removed fabric will be considered to be a fabric change provided the partial installation starts with the fourdrinier in the aisle.

8.01.5 Removal of a whole top fabric will be considered to be a fabric change only if the complete fabric is removed from the machine.

8.02 Payment

8.02.1 Employees called in to change a fabric will receive four (4) hours pay, six (6) hours on Statutory Holidays or Sundays, or time and one-half, whichever is greater. Employees staying over after their shift to complete an installation will be paid time and one-half.

8.02.2 Employees called in for putting on a fabric must report for duty within thirty (30) minutes after receiving their call. Time and

one-half will be paid to those called in based on the actual time of reporting to the supervisor until the start of the fabric change at which time the normal payment for the fabric change will commence. Every effort will be made to call people in at the proper time.

8.02.3 Should a fabric be spoiled before the change is complete and another fabric has to be installed, the employees involved will be entitled to four (4) hours only (not four (4) hours for each fabric) or time and one-half, whichever is greater.

8.02.4 On non-scheduled shutdowns, employees called in will receive call-in pay or time and one-half, whichever is greater for each complete installation.

8.02.5 There shall be no pyramiding of premium pay.

9.00 SPARE LIST CONCEPT

9.01 Purpose

Spare lists are established to provide relief for employees on vacations or absent for other reasons. The spare lists also constitute a pool that can be drawn from when extra work has to be done.

9.02 Scheduling

- a) The Personnel Department manages the spare lists for the whole mill. Each department will communicate its needs for the following week on every Wednesday and a schedule will be done accordingly. The employees not receiving all their shifts at the time remain "on call" during the week to fill in if a need arises.

- b) Employees on posted designated relief jobs will be scheduled to their respective departments by using the departmental designated relief list for vacancies of one week or more.

9.03 General Rules

Seniority gives the right to get a full work week before a junior employee, but does not give the right to pick the type of work that an employee would do. The Personnel Department is responsible to assign work. The intent is to pre-schedule the most senior employee on better and/or higher paying jobs.

The schedule will be posted every Thursday afternoon for the following week and is subject to change on a daily basis.

The Personnel Officer will inform the employee affected of any changes in his/her schedule. When the employee cannot be contacted, the Personnel Officer will record same. Employee is also responsible to check his/her schedule every time he/she comes in or out of the mill. The updated schedule will be at McPherson Gate.

Employees on the spare list are considered as permanent employees and their service is not interrupted by the fact that they are not receiving shifts unless they are laid off.

10.00 SPARE LIST GUIDELINES

A list of available employees and phone numbers will be provided to the Personnel Officers on a weekly basis subject to change on a daily basis.

This list will be for the following Sunday to Saturday period.

The employees will be listed by seniority.

All pre-scheduled days will be shown.

The Personnel Officer will call the next available qualified employee on the list by seniority.

Once an employee is contacted and reports for work, the Personnel Officer will record this on the call-in list. This will allow for an updated record of shifts worked.

It will be recorded on a separate log when an employee cannot be contacted during the specified time and or the reason will be recorded if the employee claims to be unavailable for work. The expired call-in list must be

mailed back to the Local 89
Office every Monday with the
actual hours worked recorded.

Time and one-half will be paid
after 42 hours.

All absences, including Floating
Holidays, Mill shutdown
Statutory Holidays,
Permissions, Sickness will
count as shifts worked.

11.00 LOCAL 89 LEVELLING DAYS

- 1) 6 Week Cycle
- 2) Starting January 2, 1994
- 3) Applies to employees who qualify during the 6 week cycle by working an average of +42 hours per week

11.01 Guidelines

- 1) Applies to employees who work on 12-hour shifts or a combination of 8 and 12-hour shifts.

i.e.

Shift Operating Mechanic
Reliefmen
Train Crews and Relief
Boiler House Relief
Spare List Employees

- 2) Starting date of Levelling Days Cycle – January 2, 1994
- 3) Individuals will qualify only if they average 42 hours or more per week during the cycle.
- 4) Individuals will be scheduled one (1) Rest Day. (First day shift or second night shift).
- 5) Calculation of Hours will be as follows:
 - a) Hours worked by calendar week Sunday – Saturday (and not hours paid)
 - b) “Permission Days” will count
 - c) “Statutory Holiday Days” will count
 - d) “Floating Holidays” will count

- e) "Funeral Leave Pay" will count
 - f) "Jury Duty Pay" will count
 - g) Employees not available for work or refuse work – (these hours will count including people claiming to be sick).
 - h) "Vacation week" will count.
- 6) Cumulative hours will be monitored during the Levelling Days Cycle by 6 week period for each individual by the Personnel Officers or appropriate supervisor.

12.00 SPREAD RATE OCCUPATIONS

12.01 Purpose

The purpose is to regulate and systematize the rate advancement of employees on occupations having a differential in rate.

12.02 Authorization

Employees whose rate is below the maximum of their occupation may be increased to the top of the range on a time and merit basis as outlined in this instruction. Such increases as are warranted by work performance and time spent on the job can be authorized by the superintendent of the department concerned.

12.03 Suspension

Time spent in suspension shall not be allowed when

considering an employee for a periodic wage increase.

12.04 Records

The Human Resources Department shall be responsible for maintaining a tickler system as well as notifying superintendents when individuals are eligible for time and merit increases.

Apprentices

- a) All new apprentices in the trades covered by the Trades Training Program will have a starting rate of 86% of the minimum tradesman's rate and will progress on a time and merit basis as outlined by the rate advancement scales for their trade contained in our present trades training agreement.
- b) Temporary periods when an apprentice is upgraded

to a tradesman shall be accumulated as part of his service on this occupation.

Tradesmen

- a) Tradesmen will commence at the starting rate of the job.
- b) Progression to maximum in 24 months' time may be made according to the following table:

	<u>6 Mos.</u>	<u>12 Mos.</u>	<u>18 Mos.</u>	<u>24 Mos.</u>
Tradesmen Effective	\$23.44	\$23.75	\$24.06	\$24.38
O c t . 1/99	> \$0.31	> \$0.31	> \$0.32	> \$0.31
-\$23.44				

Max. \$24.69

- c) General – The ability and general qualifications of any individual are to be the main factors for all promotions. This will be discussed with the Union prior to each individual's advancement but the final decision as to his ability

and qualifications will be made by the supervisor.

13.00 JOB CLASSIFICATION PLAN

The Company agrees that all jobs under the jurisdiction of the CEP Local 89, except trades and Sawmill occupations, will be classified through the job classification plan outlined in the appropriate appendix using the Pulp and Paper Manufacturers Job Classification Plan, Explanatory Booklet dated June 1, 1974, as amended.

13.01 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 attached Job Classification Scale, 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.

When a job covered by the Job Classification Program is evaluated or re-evaluated downward, incumbents will continue to receive their higher rate until they bid successfully for another job, are promoted to a higher

job. Red-circled employees will continue to be eligible for negotiated increases appropriate to their former labour grade.

- 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 Mill Committee by the Joint Classification Committee.

4. The Job Classification Plan will be implemented and upward adjustment will be effective on May 1, 1981.
5. Upon initial implementation of the Job Classification Plan where the evaluation resulted in a rate lower than that in effect prior to

the dates applicable in 4. above, the rate will be maintained as a "Red Circle" rate and will be applicable only to the incumbent on that date and employees who were used as replacements during the twelve monthly periods prior to the date of implementation of the Plan. Employees hired, transferred, or posted to another department after the date referred to in 4. above will receive the class rate of the occupation they are hired for, transferred to, or accept through job posting. Red circles will disappear with attrition and promotion.

6. General increases will apply to all occupations.
7. Adjustments to the scale will not apply to employees whose rates are red-circled except in the case where

the difference between the "red-circled" rate and the "class" rate is less than the total adjustment. In such a case, the difference will be applied and the "Red Circle" will be discontinued.

8. Incentive rates presently allowed to the employees of the Steam Plant will continue to apply.
9. The Mill Committee will meet as required.
10. The Joint Classification Committee will meet as required.
11. As a condition of continued participation in the plan by the Spruce Falls Inc., 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.

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

13.02

MEMORANDUM OF UNDERSTANDING

BETWEEN

FOREST PRODUCTS INDUSTRY JOB
CLASSIFICATION PLAN
CORPORATION

AND

THE COMMUNICATIONS, ENERGY
AND
PAPERWORKERS UNION - LOCAL 89

A Committee representing the CEP and all Eastern Canada Companies who participate in the Job Classification Plan has held a series of meetings to discuss and agree on a revision of the manual, factors, degrees, point values and reference jobs. The following represents the specific points on which an Agreement was reached.

1. It is agreed that the attached Appendix "A" is the revised manual (June 21, 1989) for

classifying hourly-rated positions in the Pulp and Paper Industry in Eastern Canada.

2. It is agreed that the following point values used in the classification are amended as follows:

- a) Factor 1 - New Degree 5 - 24 pts.
- b) Factor 5 - New Degree 5 - 17 pts.
and - New Degree 6 - 21 pts.
- c) Factors 6 a) and 6 b)
- combined to new Factor 6.

(Degree 1 = 3 pts.,
2 = 6 pts.,
3 = 9 pts.,
4 = 12 pts.,
5 = 19 pts.)

3. All outstanding job descriptions submitted for reclassification will be completed immediately, using the existing plan for classification purposes and retroactivity, if any, shall be paid as per previous understanding.

4. Any reclassifications under Item 3 that fall under technological change will be reviewed and included in the revised list of jobs and class changes, if any, will be

effective the first day of the renewed Labour Agreement.

5. All requests for rewrites and revisions of individual jobs must first establish a substantial change in duties. They will be reviewed and agreement reached by the Joint Local Committee before submitting the requests. Any jobs submitted for classification prior to date of ratification will be reviewed using the existing plan.

6. The Joint Industry and Union J.C.P. Committee will review positions that have had changes in duties and responsibilities related to technological change as per the definition agreed on September 30, 1988 as follows:

The definition of "Technological change" is defined as "the introduction of new, automated, or replacement/rebuilt equipment resulting in changes to work assignments or staffing which affect levels of Skill,

Responsibility, Effort, and/or
Working Conditions as
presently measured under the
Job Classification Plan."

7. All jobs identified as technological change will be reviewed in each Company following date of ratification of this Understanding. Changes in classification, as agreed to, will be effective on the first day of the renewed Labour Agreement.
8. It is agreed that Assistant Operators T.M.P., C.T.M.P. and Assistant Head Operators in the Steam Plants will be classified in Factor I - Basic Knowledge, the same degree as the Operator. (This applies to T.M.P., C.T.M.P. and Steam Plants only.)
9. During the term of the next Labour Agreement, any Job Classifications in each mill not affected by technological change will be reviewed, if requested by the incumbent and approved by the Joint Local Job Classification

Committee, and any change in class will be effective on date of ratification.

This definition is to be used for the purposes of this revision only.

FOR THE COMPANY

R. Pulsifer
Labour Relations
Superintendent

D. Turcotte
V.P. & Gen. Mgr.
Mill Operations

FOR THE UNION

G. St. Onge
President-
Local 89 CEP

14.00

LETTER OF UNDERSTANDING

BETWEEN

SPRUCE FALLS INC.

AND

LOCAL 89 – C.E.P.

STEAM DEPARTMENT SENIORITY
PROTECTION

In order to efficiently operate the Steam Department, "Stationary Engineer Trainees" are required. Operational requirements will determine the number of employees required for this position. These employees will be required to have a minimum of Grade 12 education and will be required to pass the department qualifying tests including the G.A.T.B. For new employees hired after October 1, 1999, preference will be given to those who have a 2-year Power Engineering diploma. In addition, they must join the training program during the

prescribed time frame as outlined in the Steam Department training program. The employees so designated will not be bumpable.

Once an employee joins the training program, he can only leave the department on a permanent posting and will only be allowed to re-enter through the posting procedure.

Note: Employees hired prior to 1991 will be required to have a secondary diploma or equivalent.

FOR THE COMPANY

M. Tremblay
Labour Relations
Superintendent

S. Koshowski
V.P. & Gen. Mgr. -
Spruce Falls Operations

FOR THE UNION

G.McMeekin
President -
Local 89 CEP

M.Dumais
Local 89 CEP

Date: October 16, 1999

15.00

LETTER OF UNDERSTANDING

BETWEEN

LOCAL 89 OF THE C.E.P.

AND

SPRUCE FALLS INC.

WORK ALLOCATION PROCEDURES RE
COMPUTERS, ELECTRONIC, AND/OR
ELECTRICAL SYSTEM INSTALLATION

In an effort to resolve jurisdictional disputes in a more efficient manner, between the International Brotherhood of Electrical Workers and the Canadian Paperworkers Union, the Company proposes the following procedure in allocating work assignments. Towards that end, it is the intent of the company to communicate more fully with the affected unions with respect to the installation, maintenance, and repair of new systems being purchased involving extensive use of computer, electronic, and/or electrical technology.

Areas of contention regarding the work assignment will be reviewed with the affected parties as per the following procedure:

1. A meeting will be held between representatives of the Company, IBEW, and CEP Local 89 to discuss such future system installations or major modifications to existing systems. Representatives will not exceed three persons per party. This notification meeting will be held (no later than 30 days) after the project is authorized, and in any case, no later than the commencement of the installation.
2. The Company will acknowledge the input and recommendation of the union representatives, and will give that input careful consideration in the allocation process.
3. In cases where the work allocation is of a contentious nature, it will be reviewed by the Vice-President of Mill Operations.

4. As soon as is feasible following the completion of suitable engineering, and prior to the commencement of its construction, the installation and maintenance responsibilities will be allocated. In making this allocation, the following factors will be taken into consideration:
 - i) economy and efficiency
 - ii) existing jurisdictional lines of demarcation
 - iii) skill and training
 - iv) past practice.
5. The Company will provide suitable training, manuals, test equipment and repair facilities to the employees being assigned the work.
6. In case of emergency, the notification process may be waived, however affected Locals will be advised within a reasonable period of time.

FOR THE UNION

G.St. Onge
President
Local 89 CEP

R.Audet
Local 89 CEP

Date: August 30, 1994

FOR THE COMPANY

R. Pulsifer
Labour Relations
Superintendent

D.Turcotte
V.P. & Gen. Mgr.
Mill Operations

16.00

LETTER OF UNDERSTANDING

BETWEEN

LOCAL 89 OF THE C.E.P.

AND

SPRUCE FALLS INC.

WEEKEND MAINTENANCE
EMERGENCY COVERAGE

The Companies will post by Thursday, 3:30 p.m., a schedule designated to provide weekend maintenance emergency coverage. This coverage will be from 3:30 p.m. Friday to 7:30 a.m. Monday. However, when the weekend includes a statutory holiday, coverage will be prorated.

A minimum of twelve (12) hours will be paid at the regular rate. Should the period include a statutory holiday, a minimum of six (6) hours will be paid.

All call-ins will be paid according to the contract.

Sleep time rules will apply as per contract "Rest Periods After Call-Ins and Long Hours." Rest periods will be taken on Monday or the next scheduled work day immediately following the weekend.

Scheduling of the designated employees will be on a rotational basis involving all members of Maintenance and Field Construction crews as outlined below.

Management will decide on the number of employees to be designated, however the normal weekend coverage crew will consist of three (3) millwrights, one (1) pipefitter, one (1) welder, one (1) instrument mechanic and one (1) truck mechanic or one (1) machinist.

It is understood that the designated employees will make themselves available during the hours outlined above. Failure of an employee to respond to a call or to appear on the

job within thirty (30) minutes after having been contacted will result in a loss of the twelve (12) hours minimum pay and he will be treated as any other employee not reporting for work.

1. Personnel Involved

- a) All Millwrights
- b) All Pipefitters
- c) All Instrument Mechanics
- d) All Welders
- e) All Truck Mechanics
- f) All Machinists

Except:

- 1. Shift Mechanic
- 2. Permanent Shift Relief Men for the period of June 1 to September 1
- 3. Tradesmen under union protection
- 4. Tradesmen Relieving Supervisors

a) Fridays or Mondays

5. Tradesmen with scheduled
F. H.'s Mondays or Fridays

2. Long Range Schedule

Rotation lists of names of men in various trades groups will be posted in appropriate foremen's offices. These lists will give an approximate indication as to when a person can be expected to be scheduled. No dates will be shown on these lists. The lists will be updated every month.

3. Weekly Schedule

A weekly schedule will be prepared and posted by 3:30 p.m. each Thursday on the following crew area boards:

- (1) P.M. Maintenance Crews
- (2) T.M.P. Maintenance Crew
- (3) Central Shop Maintenance
- (4) D.I.P. and Boiler House Maintenance
- (5) Machine Shop – Welding Shop

- (6) Truck Mechanic Shop
- (7) E/I Technician Shop
- (8) C.P.A. Trades Crews
- (9) Machinist Crew

Note: Schedules will be posted during the early part of each week, i.e. Monday or Tuesday

4. Change in Schedule

A change in schedule may be made by mutual agreement between individuals and by filling out a "Change in Weekend Maintenance Emergency Coverage" form. This completed form is to be submitted to the designated manager for approval.

5. Contact

Those on weekend duty will be contacted by the Maintenance Weekend Duty Foreman. He will make contact first by phone, and, if necessary, then by pager. A pager will be issued to each person on weekend coverage on Friday afternoon. Pagers are to be

checked at that time for good operation by those issued same. (Additional checking will be done if necessary.)

6. Men Not Available When Scheduled

In case of absences of any kind, the man whose name is next down the Rotation List will move up and take the place of the absent man. The absent man will be rescheduled for the first weekend after he returns to work.

Moves of this sort will be made up to Thursday of each week at 3:30 p.m.

7. Absences Created After 3:30 P.M. On Thursday

A replacement will be sought on a volunteer basis.

Note: If replacement on volunteer basis system does not work, then the next man on the Rotation

List will be named to fill the position.

8. Wires & Felts

Men scheduled for weekend coverage will be used on wires and felts only if these men are capable of handling the job. If men scheduled are not familiar with the wire and felt job, the call lists that are used during the week will be used.

9. Locks for Lock-Out

Additional locks, for lock-out, will be made available either by issuing them to the Duty Foreman or to the men who are most likely to need them.

10. Cold Weather Clothing

Snowsuits will be made available when required.

11. Permission time off will not be unreasonably withheld after completing a weekend.

12. An employee must accumulate 16 hours of work in a 24-hour period to be eligible for any sleep time. Once 16 hours in a 24-hour period has been accumulated, sleep time will be granted hour for hour for any hours worked between 11:30 p.m. and 7:30 a.m. to a maximum of 8 hours to be taken on Monday.

This agreement to be on a trial basis for the term of the present Agreement.

FOR THE UNION

G.McMeekin
President
Local 89 CEP

R.Audet
Local 89 CEP

FOR THE COMPANY

M.Tremblay
Labour Relations
Superintendent

S. Koshowski
V.P. & Gen.Mgr.
Spruce Falls
Operations

D.R.Goss
V.P.& Gen.Mgr.
Woodlands Operations

Date: October 16, 1999

17.00

LETTER OF UNDERSTANDING

BETWEEN

LOCAL 89 OF THE C.E.P.

AND

SPRUCE FALLS INC.

WEEKEND MAINTENANCE
EMERGENCY COVERAGE -
WOODLANDS

The following proposal involving the weekend maintenance coverage will be in effect up until the beginning and ending of the shift scheduling for the winter haul period. The Company will retain the flexibility of establishing the commencement and duration of shift scheduling for the winter haul. Should a breakdown occur during the haul period when no coverage is available in the Woods Garage, employees will be called in as required and paid as per the contract "Overtime Rules for Day Workers".

The Foreman in the Woods Garage will post by Thursday, 3:30 p.m., a schedule designated to provide weekend maintenance emergency coverage. This coverage will be from 3:30 p.m. Friday to 7:30 a.m. Monday. However, when the weekend includes a statutory holiday, coverage will be prorated.

A minimum of twelve (12) hours will be paid at the regular rate. Should the period include a statutory holiday, a minimum of six (6) hours will be paid. In the case of an employee who is on call and scheduled to work on his sixth day prior to shifting, any work performed on that sixth day between 7:30 a.m. and 3:30 p.m. by the person on call would not constitute a call-in.

All call-ins will be paid according to the contract.

Scheduling of the designated employee will be on a rotational basis involving all members of the mechanical crew as outlined below.

Management will decide on the number of employees to be designated, however the normal weekend coverage will consist of one mechanic.

It is understood that the designated employee will make himself available during the hours outlined above. Failure of an employee to respond to a call or to appear on the job within thirty (30) minutes after having been contacted will result in a loss of the twelve (12) hours minimum pay and he will be treated as any other employee not reporting for work.

1. Long Range Schedule

Rotation lists of names of men in the Mechanical Department will be posted on the bulletin board in the lunchroom. The list will give an approximate indication as to when a person can be expected to be scheduled. No dates will be shown on these lists. The lists will be updated every month.

2. Change in Schedule

A change in schedule may be made by mutual agreement between individuals and by filling out a "Change in Weekend Maintenance Emergency Coverage" form. This completed form is to be submitted to the Foreman for approval.

3. Contact

Those on weekend duty will be contacted by the Sawmill Foreman. He will make contact first by phone, and, if necessary, then by pager. A pager will be issued to each person on weekend coverage on Friday afternoon. Pagers are to be checked at that time for good operation by those issued same. (Additional checking will be done if necessary.)

4. M e n Not Available When Scheduled

In case of absences of any kind, the man whose name is next

down the Rotation List will move up and take the place of the absent man. The absent man will be rescheduled for the first weekend after he returns to work.

Moves of this sort will be made up to Thursday of each week at 3:30 p.m.

5. Absences Created After 3:30 P.M. on Thursday

A replacement will be sought on a volunteer basis.

Note: If replacement on volunteer basis system does not work, then the next man on the Rotation List will be named to fill the position.

6. Trial Period

The above proposal will be on a trial period for one year, at which time it will be reviewed and, if necessary, be modified or terminated.

7. Suspension of Operations

If the operation in the Sawmill is suspended, the Weekend Maintenance Emergency Coverage will be terminated until the resumption of operations.

8. Sleep Time

An employee must accumulate 16 hours work in a 24-hour period to be eligible for any sleep time. Once 16 hours in a 24-hour period has been accumulated, sleep time will be granted hour for hour for any hours worked between 1 1:30 p.m. and 7:30 a.m. to a maximum of 8 hours to be taken on Monday.

LETTER OF UNDERSTANDING

BETWEEN

LOCAL 89 OF THE C.E.P.

AND

SPRUCE FALLS INC.

WEEKEND MAINTENANCE
EMERGENCY COVERAGE -
WOODLANDS

FOR THE UNION FOR THE COMPANY

G.McMeekin
President
Local 89 CEP

M.Tremblay
Labour Relations
Superintendent

R.Audet
Local 89 CEP

S. Koshowski
V.P. & Gen.Mgr.
- Spruce Falls
Operations

D.R.Goss
V.P.& Gen.Mgr.
- Woodlands
Operations

18.00

LETTER OF UNDERSTANDING

BETWEEN

SPRUCE FALLS INC.

AND LOCAL 89 – C.E.P.

FREEZING IN LINES OF PROGRESSION
& DEMOTION TO SPARE LIST:

The parties agree to the following re:

- a) Freezing in Line of Progression and
- b) Demotion to Spare List.

a) Freezing in Lines of Progression:

In case of the refusal of the senior employee to accept his/her promotion in a Line of Progression, the second senior employee will be offered the job, and so on down the line until the job is filled. A senior employee may only refuse a promotion if mutually agreeable between Union and Company.

b) Demotion to Spare List:

It is agreed that any employee who chooses to leave his/her normal model job and demote to the Model Spare List will be giving up all seniority rights to a Model full time position. Such employee will take a position on the Model Spare List according to his/her Local 89 seniority and may only return to a Model full time position through the posting procedure as per the Labour Agreement. It is also agreed that such employee will not be allowed to demote to the Model Spare List if such demotion will result in a regular Model Spare List employee being displaced below the Model Spare List.

Any employee demoting to the Model Spare List must sign an "Acknowledgment Form" duly signed by himself/herself and an authorized representative from both the Union and the Company. (Sample form attached.)

LETTER OF UNDERSTANDING

BETWEEN

SPRUCE FALLS INC.

AND

LOCAL 89 - C.E.P.

FREEZING IN LINES OF PROGRESSION
& DEMOTION TO SPARE LIST:

FOR THE UNION

G. St. Onge
President
Local 89 CEP

R. Audet
Local 89 CEP

G/ Gagnon
Local 89 CEP

G.Hachez
Local 89 CEP

M.Dumais
Local 89 CEP

Date: August 30, 1994

FOR THE COMPANY

R. Pulsifer
Labour Relations
Superintendent

D. Turcotte
V.P. & Gen.Mgr.
Mill Operations

DEMOTION TO MODEL SPARE LIST

ACKNOWLEDGMENT FORM:
JOB AND SENIORITY STATUS

I, (PRINTNAME) _____
_____ acknowledge that by
leaving my normal model job and
demoting to the Model Spare List, I am
also giving up all seniority rights to a
Model full-time position. I understand
that I may only return to a Model
full-time position through the posting
procedure as per the Labour
Agreement.

Employee _____

Union Representative _____

Human Resources Representative _____

Dated: _____

19.00

LETTER OF UNDERSTANDING

BETWEEN

SPRUCE FALLS INC.

AND

UNION COALITION LOCALS

89 C.E.P.

1149 I.B.E.W.

MULTI-TRADES –
MECHANICAL AND E/I

The parties agree to the following conditions as part of the restructuring of the Multi-trades programs:

Effective October 9, 1994, or the first pay period after ratification, the following employees will have their rates of pay adjusted to the second level of the present pay structure, where applicable. The second level rate is \$22.71 /hour.

Mechanical Trades

Model Maintenance	(98)
Model CPA	(15)
Sawmill Maintenance	(9)
Sub-Total	122

E/I Trades

Maintenance Electricians	(14)
CPA Electricians (Model)	(7)
Relief Electricians	(5)
Mill Electricians	(2)
S.E.O.'s	(4) (4)
Thermography Operator	(1)
Trainer (Electrical)	(1)
E/I Sawmill Technicians	(3)
Instrument Mechanics	(9)
Sub Total	46

Total Employees Affected 168

Those employees who are not presently at this level will have two (2) years to obtain the training and knowledge required to be qualified for this level.

The 122 employees in Mechanical Trades model jobs will have an opportunity to advance to the level presently known as ABC, regardless of their present trade. The ABB level will be discontinued.

The 46 employees in E/I trades model jobs will have an opportunity to advance to the level presently known as Technician 1. The Technician 2 level will be discontinued.

The structure, pay and classifications will be as follows:

Mechanical Trades:

Level 1 Multi-Tradesman - \$22.71 /hour
(present ACC level)

Level 2 Mechanic - \$23.18/hour
(present ABC level)

N.B. All "C" and "B" classifications will disappear.

E/I Trades:

Level 1 Multi-tradesman - \$22.71/hour
(present AB level)

Level 2 E/I Technician - \$23.18/hour
(present Technician 1 level)

N.B. All "C", "B", Tech 1,
Tech 2 classifications will
disappear.

NOTE:

All Tradesman who are
presently at the Tradesmen
"A" or "AC" levels, and do not
wish to advance to higher
levels must indicate so in
writing. Their rates of pay will
remain as at present.

Tradesmen "A"-\$21.90/hour
Tradesmen "AC"-\$22.30/hour

Future tradesmen entering the
model will start at Tradesmen
"A" level and MUST advance
to at least the new Multi-
tradesman level within two

(2) years. There will be one step between Tradesman and Multi-Tradesman level known as:

Tradesman A-I.

All present Trades classifications and categories will disappear and the new classifications will be as follows:

<u>Mechanical</u>	<u>E/I</u>
Tradesman	Tradesman
Tradesman A-I	Tradesman A-I
Multi-tradesman	Multi-tradesman
Mechanic	E/I Technician

GENERAL:

1. Employees working towards any accreditation will not be paid for any time spent studying outside of regular hours of work, including night class. (With the exception of Welder "C" accreditation.)

2. Present course content as established in the Millwright and Pipefitter accreditations will remain as is for the present 122 Mechanical Trades Model jobs. Welder "C" course content will be reviewed.
3. All tradesmen who have attained the present "AB" level will maintain their present rate (\$22.78/hour) until they attain the Mechanic Level.
4. Wage rates and classifications will be included in the appropriate appendices.

The objective is to proceed in a hassle-free and efficient manner towards a professional and modern TRADES organization at S.F.I. in which each employee can effectively apply all his skills and knowledge as/where required.

FOR THE UNION	FOR THE COMPANY
---------------	-----------------

G. St. Onge
President
Local 89 CEP

R. Pulsifer
Labour Relations
Superintendent

G. Gagnon
Local 89 CEP

D. Turcotte
V.P. & Gen. Mgr.
Mill Operations

R. Audet
Local 89 CEP

K. Darbyson
Human Resources
Director

M. Dumais
Local 89 CEP

M. Micallef
Local 1149 IBEW

L. Sigouin
Local 1149 IBEW

Date: October 16, 1999

20.00

SPRUCE FALLS INC.

WORKFORCE ADJUSTMENT PLAN

MEMORANDUM OF AGREEMENT

BETWEEN

SPRUCE FALLS INC. (The Company)

AND

THE UNION COALITION (The Unions)

Local 89 C.E.P.

Local 256 C.E.P.

Local 166 O.P.E.I.U.

Local 1149 I.B.E.W.

Local 2995 I.W.A.

Discussions having been completed on June 2, 1993 between Spruce Falls Inc. and the Union Coalition, the parties have reached agreement on the terms and conditions of an Adjustment Plan, pursuant to the Labour Relations Act, as stipulated herein.

1. Early Retirement

Spruce Falls Inc. employees who attain the age of 55 years and have 15 years or more of pensionable service as of December 31, 1993, will be eligible to retire with an unreduced pension and also a bridging benefit which will be the equivalent of: the value of the total bridging amount the employee would have been entitled to had he continued to work, divided by the number of months between retirement date and age 65. In addition, a supplement of \$100 per month to age 65 will be paid. Eligible employees will be individually notified of the amount of their calculated bridge, including the \$100 per month supplement. Detailed pension estimates will also be provided, upon request, to employees interested in the Early Retirement package.

The Company will have the right to retain employees, if deemed

necessary, until December 31, 1993.

Earnings for 1993 will be calculated as follows: eligible earnings to retirement date plus 40 hours x model rate of pay x number of weeks between retirement date and December 31, 1993.

Retirees will have the option of maintaining Major-Medical benefits to age 65 and Dental Benefits to age 58. The premiums for these benefits shall be paid by the retiree and are subject to change from time to time, according to the respective benefit plan costs.

The additional costs to the Pension Plan, incurred by this Early Retirement package, will be funded by the Company.

Employees who will retire under this Early Retirement package must notify the Company and sign off no later than 4:00 p.m., July 9, 1993 and must retire no

later than September 30, 1993, with the exception of employees who may be required to work until December 31, 1993.

Any problems with the application of the Early Retirement package will be referred to the Joint Union-Management Committee.

2. Voluntary Severance

During the period of July 10, 1993 to July 30, 1993, Spruce Falls Inc. employees who have not received termination notices will be eligible for voluntary severance upon providing two weeks' notice, subject to the following conditions:

- a) Employees 55 years of age with 15 years or more of service as of December 31, 1993 are not eligible for voluntary severance.
- b) The amount of severance pay will be calculated as follows:
One (1) week's pay for each year of service (maximum 26

weeks) based on the
employee's May 7, 1993
model payroll rate x 40.

cl The Company will have the
right to retain employees, if
deemed necessary, for up to
six (6) months.

d) The number of employees
exercising this option will be
limited to:

the total number of active
employees who are eligible to
retire under the Early
Retirement package by Local
Union

minus

the number of employees who
exercise this option to retire
under the Early Retirement
package by Local Union.

3. Attrition Plan

- a) The Company will establish workforce requirements based on the Core Business.
- b) The Company will provide each Local Union with a list of permanent employees to be included on an attrition list. This will be done immediately following the retirement notification deadline of July 9, 1993. Inactive employees will not be included on the list, however, it is understood that if any inactive employees return to work, they will displace the junior employee(s) on the list. The list of protected employees will not increase as a result of inactive employees returning to work.
- c) Any reductions, occurring after the workforce requirements have been established by the Company, resulting from automation, changes in methods of process, work

restructuring or changes in work practices, will be done by attrition (death, retirement, resignation, etc.).

- d) This clause will not apply for reasons of market conditions, temporary or permanent shutdown and/or temporary or permanent closures. In such cases, required lay-offs will occur as necessary.

Should a workforce reduction occur as a result of the above, impacted employees who have demoted themselves to the Spare List, will be eligible to exercise their bumping rights according to Local Union's seniority, displacing junior employees on the attrition list.

- e) This Attrition Plan does not supersede Local 2995 I.W.A. non-monetary appendix Article 1 .01 (b).

4. Extension of Recall Rights

Employees who have one year or more of continuous service as of May 31, 1993 and are laid off between May 31, 1993 and May 31, 1996 shall maintain recall rights until May 31, 1998.

Employees who take severance pay will automatically waive recall rights.

5. Training

A joint Union-Management Committee will review training requirements and opportunities. The Learning Centre will coordinate training activities.

The Workers' Adjustment Centre will continue to operate for another year and will assist Spruce Falls Inc. displaced employees.

6. Shorter Work Week/Work Sharing

The Company is willing to consider Union proposals on a shorter work

week with the understanding there will be no incremental cost to the Company.

As well, the Company is willing to consider work sharing arrangements, such as rotating of employees to and from lay-offs or other measures that can be coordinated with UIC and/or government programs.

7. Employment Beyond the Termination Date

The Company and the Mill Local Unions will jointly seek approval for work periods extending past July 31, 1993. This approval will be sought from the Director of Employment Standards for a period of 36 months.

The terms and conditions of this Adjustment Plan have been agreed to on behalf of the concerned parties by the undersigned on this 3rd day of June, 1993 at Kapuskasing, Ontario.

FOR THE UNIONS

G.St.Onge
President
Local 89 CEP

J.Ballantyne
Vice-President
Local 166 OPEIU

N.Leybourne
President
Local 256 CEP

M.Micallef
President
Local 1 149 IBEW

N.Rivard
President
Local 2995 IWA CANADA

June 3, 1993

FOR THE COMPANY

D.Turcotte
V.P. & Gen. Mgr.
Mill Operations

D.Goss
Vice-President
Woodlands Oper.

G.Boucher
Human Resources
Manager

R.Pulsifer
Labour Relations
Superintendent

**21 .00 ATTRITION LISTS -
LOCAL 89 C.E.P.**

21.00

Attrition List - Local 89 Operations

	<u>EMPLOYEE NAME</u>	<u>NUMBER</u>
1	ST.ONGE, Robert	839
2	ROBERT, Jean Claude	1362
3	BELANGER, Armand	23384
4	COTE, Gabriel	23428
5	PREVOST, Mederic	1947
6	BRULE, Carmel F.	1185
7	TREMBLAY, Ernest	201
8	TREMBLAY, Patrick A.	306
9	HACHEZ, Gaetan	817
10	DAIGLE, Jean Claude	23560
11	SEGUIN, Paul J.	23566
12	PICARD, Gilles G.	467
13	TRUDEAU, Gilbert A.	742
14	CHMILEWSKI, Joseph L.	860
15	CHINIEC, Yves J.	746
16	GAULIN, Ronald C.	1064
17	LABELLE, Marcel J.	814
18	ANDERSON, Ross	650
19	TOUSIGNANT, Aldei	1251
20	LECLAIRE, Jean P.	747
21	GENO, Elmer A.	616
22	CHRUSCH, Anthony	1819
23	DUFOUR, Maurice A.	719
24	LEFEBVRE, Maurice	735
25	MILKOVIC, John	1137
26	LEBEL, J. Georges	889

21.00

Attrition List – Local 89 Operations

	<u>EMPLOYEE NAME</u>	<u>NUMBER</u>
27	GODARD, Jean Guy	1183
28	LEBLANC, Michel P.	48055
29	MARQUIS, A. Roger	26743
30	ALTOBELLI, Enzo	1888
31	BLAIS, Robert A.	23213
32	NERON, Gaston M.	25985
33	BOUDREAU, Jean J.	633
34	CARRIERE, Isidore	500
35	TREMBLAY, Rosaire T.	1682
36	GOULET, Jean Paul	813
37	SAVARD, Fernand A.	1258
38	NERON, Remi O.	1887
39	MURRAY, Yvon	1620
40	DUGUAY, Lazare	26214
41	BENSON, Leonard	1278
42	GOLDRUP, John J.	835
43	ST.LOUIS, Rene G.	26385
44	LABELLE, Robert C.	26758
45	LEFEBVRE, Richard	1710
46	BEDARD, Jean Guy	23257
47	LOZIER, Hubert L.	1134
48	ST.LOUIS, Willie A.	1018
49	WILSON, Randall M.	1364
50	LABELLE, Donald J.	1638
51	DESLAURIERS, Gerard	1412
52	GIROUARD, Bruno	308
53	CHARTRAND, Bruno	315
54	COTE, Marc G.	1289
55	DANIS, Dassise R.	1449

21.00
Attrition List – Local 89 Operations

	<u>EMPLOYEE NAME</u>	<u>NUMBER</u>
56	BRETON, Omer P.	1533
57	GODIN, Jean Guy	1280
58	COURCHANE, Jean P.	695
59	LEVESQUE, Gilbert G.	1206
60	BLAIS, Germain J.	857
61	DEBLETTE, Andre	168
62	DESILETS, Gaston J.	1834
63	FORTIN, Raymond E.	1285
64	FORTIN, Gilles	1267
65	DOZOIS, Patrick L.	1734
66	BROOKS, Antoine	1011
67	CARON, Ronald L.	1031
68	CHMILEWSKI, Karl R.	1656
69	ST.AMOUR, Bertrand	1292
70	BENSON, Dennis E.	1063
71	DUGUAY, Valmont	26665
72	GIRARD, Lionel	1924
73	MCMECKIN, Edwin B.	23337
74	FLISIKOWSKI, Walter W.	717
75	BELAIR, Viateur	490
76	GOULET, Yval W.	453
77	ETHIER, Marcel A.	765
78	COTTON, Robert J.	23291
79	ST.AMOUR, Henri J.	987
80	AUDET, Denis H.	23233
81	LEPAGE, Paul Emile	2058
82	VALLEY, Gerald R.	2063
83	GALLANT, Rheo J.	26626
84	SIMARD, Jacques	2097

21.00
Attrition List – Local 89 Operations

	<u>EMPLOYEE NAME</u>	<u>NUMBER</u>
85	CONLON, Paul J.	2102
86	GRAVEL, Raymond J.	27365
87	AUBIN, J.P.	1249
88	FORTIN, Gilles H.	2078
89	AUDET, Ronald M.	2140
90	STEVENSON, William	2179
91	POWELL, Neil B.	2247
92	PLOURDE, Andre	2100
93	NOEL, Yvain A.	2134
94	HOOPER, David D.	2137
95	PETERS, Gilbert	1984
96	LEPAGE, Raymond	2258
97	SYLVAIN, Laurent	2260
98	GAULIN, Henry	26163
99	BOUCHER, Laureat	2259
100	ST.ONGE, Gerald	1848
101	FORTIN, Jean Guy	2083
102	VALLIERE, Marcel A.	424
103	MORLEY, Douglas A.	210
104	WILLMETS, Keith	23234
105	RIDLEY, Robert V.	2358
106	HACHEY, Carl C.	2366
107	LEMIEUX, Gerard J.	2361
108	BERGERON, Raymond F.	2133
109	WILKER, Dale K.	2374
110	LEONARD, Jean Y.	2377
111	WOJTALIK, Edward	2355
112	LEFEBVRE, Gerald P.	2402
113	WRUTNIAK, Joseph F.	2314

21.00
Attrition-List - Local 89 Operations

	<u>EMPLOYEE NAME</u>	<u>NUMBER</u>
114	SZARABURA, Robert W.	2321
115	MARIER, Marcel	2206
116	POLQUIN, Claude	2415
117	ST.LOUIS, Fernand A.	2104
118	FORTIER, Leger Joseph	25690
119	DUFOUR, Gaston	26186
120	EMOND, Bertrand A.	2457
121	COMEAU, Gerald H.	2272
122	KARPA, Richard A.	2459
123	BEADOW, Bruce O.	2462
124	ZWARYCZUK, Zugmunt	2476
125	O'MALLEY, Patrick A.	2347
126	CHARTRAND, Normand R	2487
127	PELLETIER, Ronald G.	25580
128	TURCOTTE, Florent S.	2108
129	BOUCHER, Robert J.	2244
130	BOULIANNE, Normand L	2496
131	AYOTTE, Edouard	2507
132	DUTRISAC, Paul B.	2512
133	LEVESQUE, Raymond	2521
134	STENABAUGH, David	2529
135	DUGUAY, J. Daniel	2524
136	GRZELA, Marcel	2527
137	CARRIERE, Claude	2432
138	STANBURY, Timothy J.	2538
139	BOUDREAU, Louis J.	2540
140	RIVET, Paul H.	2546
141	COMEAU, Theodore	2131
142	VILLENEUVE, Andre	2555

21.00

Attrition List ~ Local 89 Operations

	<u>EMPLOYEE NAME</u>	<u>NUMBER</u>
143	LEBEL, Clermont G.	2558
144	COUTURE, Richard	2553
145	GENDRON, Maurice J.	2557
146	TOWNSON, David A.	2565
147	LEBEL, Lucien	2562
148	DESGROSEILLIERS, R.	26703
149	DAGENAIS, Armand J.C.	2365
150	FRECHETTE, Leo	2572
151	CLEMENT, Jean Guy	2579
152	LYONS, Norman	2586
153	BRIERE, Marcel R.	25903
154	LAROCHELLE, Jean F.	2601
155	AUDET, Rene	2525
156	GAGNON, Daniel	2240
157	HACHE, Donat J.	2607
158	DESROSIERS, Victor	2606
159	DALTON, Don	2609
160	MARTIN, Daniel	2611
161	BERGERON, Michel F.	2612
162	GRAVEL, Gaetan J.	2596
163	MARCHAND, John L.	2618
164	AUDRAS, Marcel A.	2628
165	LEBEL, Robert J.	2627
166	VAN LITH, Daniel B.	2286
167	REID, Sean A.	1594
168	KANCIR, Timothy A.T.	2682
169	LANDRIAULT, Steven A.	2817
170	MALENFANT, Jacques A.	2092
171	BEADOW, Brad	2808

21.00
Attrition List – Local 89 Operations

	<u>EMPLOYEE NAME</u>	<u>NUMBER</u>
172	OUIMETTE, Roland	27045
173	GINGRAS, Michel A.	189
174	DAVITSKY, Peter John	1991
175	DUMAIS, Marc A.	3092

21.00

ATTRITION LIST - LOCAL 89 MAINTENANCE

	<u>EMPLOYEE NAME</u>	<u>NUMBER</u>
	GIROUARD, Raymond	318
2	GRANUM, John A.	1500
3	BENEDETTI, Bruno	319
4	AUDET, Jean R.	752
5	ALIE, Conrad	348
6	DUMARESQ, Emile	367
	ROMBOUGH, Wayne	340
8	CARON, Maurice	1304
9	CARRIERE, Rayo	1633
10	RICHARD, J. Rheal	737
11	LEBLANC, Raymond	820
12	CHENIER, Normand	158
13	TWADDLE, Richard	23548
14	BOUDREAU, Raymond	23208
15	LEFEBVRE, Jean Claude	26442
16	COUTURE, Raoul	1855
17	TRUDEL, Denis	844
18	TREMBLAY, Donat	23587
19	FODEN, Michael	810
20	SABOVITH, Robert	1849
21	CAMERON, John	1832
22	LECLER, Roger	1253
23	BOULIANNE, Gaetan	1572
24	GODARD, Maurice	27251
25	LUBBEN, Ross	1387
26	POISSON, Julien	1159
27	BELANGER, Yvon	203
28	BISSON, Harvey	1885
29	TRUMBLE, John	23595

21.00
 ATTRITION LIST - LOCAL 89 MAINTENANCE

	<u>EMPLOYEE NAME</u>	<u>NUMBER</u>
30	LALLIER, Guy	2059
31	NOLET, Donald	27088
32	BERTRAND, Gerard	2072
33	ROUSSY, Robert	2099
34	TRUDEL, Rene	2049
35	HACHEY, Maurice	23339
36	STANIEK, Kurt	130
37	AUDET, Denis	1785
38	MITCHELL, Keith	25124
39	BERNIER, Marcel	2229
40	DUCLOS, Denis	2254
41	CARRIERE, Adelard	1785
42	LEBLANC, Victor	2345
43	DESJARDINS, Gilles	2367
44	ANDERSON, Norman	1376
45	FORGET, Denis	2387
46	TREMBLAY, Marc P.	2127
47	ARNOLD, John	26914
48	OHINSKI, John	1621
49	AUDET, Laurent L.	2236
50	DOUCET, Felix	1264
51	GUILLEMETTE, Rene R.	2360
52	ROUTHIER, Albert	2488
53	BEAUVAIS, Noel	2112
54	BRUNET, Lucien	2501
55	BEAUVAIS, Roland	2503
56	MARIN, Ronald	2528
57	SILVER, Donald	2534
58	RITCHIE, Kevin	2535

21.00

ATTRITION LIST - LOCAL 89 MAINTENANCE

	<u>EMPLOYEE NAME</u>	<u>NUMBER</u>
59	DEMONTIGNY, Daniel	2543
60	SCOTT, Bernard	2549
61	SANFORD, Brian	1342
62	MERCIER, Richard	2602
63	HACHEZ, Ghislain	2604
64	MURDOCH, Gordon	2489
65	HASSELL, Robert	2385
66	COURCHAIINE, Gilbert	2577
67	MIGNEAULT, Ronald	2368
68	SOUCY, Yvon R.	2614
69	GAGNON, Gerald J.	2550
70	LAFONTAINE, Reynald	992
71	WRAGG, Albert	1835
72	DUCLOS, J. Raymond	2637
73	GROLEAU, Fernand	2646
74	LOSIER, Bruce A.	2665
75	THOMPSON, Michael L.	738
76	STE-CROIX, Keith D.	451
77	DEMERS, Jacques	464
78	TROTTIER, Rheel W.	774
79	LAVOIE, Gerard E.	2335
80	WIEBE, Randall G.	120
81	LEBLANC, Jean Marc	25493
82	GIROUARD, Andre J.	2217
83	NERON, Lucien J.	26132
84	SWANSON, Bradley L.	278
85	ROY, Gerald M.	26022
86	FENTON, Donald W.	48159
87	POULIN, Daniel P.	23464

21.00

ATTRITION LIST - LOCAL 89 MAINTENANCE

	<u>EMPLOYEE NAME</u>	<u>NUMBER</u>
88	BREAULT, Daniel J.	48032
89	FORTIN, Gerard M.	998
90	HARVEY, Ernest J.	171
91	SWAIN, William L.	1129
92	BRETON, Jean Yves	1256
93	BOUCHER, Normand J.	1712
94	WARD, Daniel L.	1324
95	REED, Kenneth G.	26694
96	GILLISSIE, Brian R.	1357
97	LECLERC, Come R.	2317
98	HUTCHINSON, Stephen G.	2211
99	FORTIN, Yvan P.	630
100	CARTER, Edward	755
101	DAGENAIS, R.	2219
102	GAULIN, J.Y.	23598
103	LALONDE, Y.	1488
104	BACZYNSKI, A.	422
105	PLOURDE, G.	2197
106	DUMAIS, C.	2400
107	GAUVIN, D.	2412
108	POITRAS, P.	571
109	LAMONTAGNE, D.	2729

21.00

Attrition List – Local 89 E/I Maintenance

	<u>EMPLOYEE NAME</u>	<u>NUMBER</u>
1	PELLOW, Peter	1815
2	GAGNON, Raymond	48048
3	GUILLEMETTE, Michel	1955
4	MCCRAE, Ronald	25119
5	RICHER, Leon	2392
6	WRIGHT, Kenneth	1145
7	MURPHY, Nelson	725
8	KELLY, Robert	1825

21.00

Attrition List - Local 89 Woods Garage

	EMPLOYEE NAME	NUMBER
1	ROBERT, Jean Guy	1735
2	GUINDON, Daniel	25292
3	DUHAIME, Gerard	25322
4	MCMEEKIN, Gerald	195
5	PREVOST, Marc	2424
6	COTE, Jeannot	2504

22.00 DISCIPLINE

The Company sets forth rules and regulations which must be followed. These rules must be reasonable and made known to the employees. Failure by an employee to comply with Company rules and regulations shall leave the employee liable to disciplinary action.

22.01

- a) Any supervisor has the authority to suspend an employee for JUST cause for the duration of the work period on the work day in which the infraction takes place.
- b) The supervisor shall immediately report the infraction to the department head or manager.
- c) The department head or manager will report the infraction to the Labour Relations Superintendent

and Union President and shall arrange for a meeting with the parties concerned within 48 hours excluding weekends and holidays.

- d) The employee shall be available and advised of any decisions made within 24 hours.
- e) If the employee is not satisfied with the disposition of the case, he may initiate the grievance procedure by presenting the grievance at the level of Vice-President and General Manager or his delegate.
- f) If, upon investigation, it is found that an employee has been unjustly suspended or discharged, he shall be reinstated with FULL REDRESS.

22.02

- a) A complete record of each case of discipline

administered, including suspensions and dismissals shall be kept in a separate file at the Personnel Office at the mill.

- b) This record shall consist of:
 - i) offence charged
 - ii) superintendent's and foreman's report regarding the offence
 - iii) date and time of notice to employee to report for disposition of the case
 - iv) final disposition of the case.

22.03

Each discipline report shall be cancelled twelve (12) months after the recorded date of offence and no record of such offence or cancelled discipline report shall be included in any subsequent report.

23.00

POLICY – OVERTIME

(TIME & ONE-HALF
6TH DAY FOR DAYWORKERS)

This policy does not apply to employees on weekend duty.

Employees SCHEDULED to work on a Sunday, will be scheduled a day of rest on Friday during the same calendar week. Employees will not be required to work on this day unless absolutely necessary, in which case time and one-half will be paid.

If an employee (day worker) is called in and works 8 hours or more on a Sunday, it will be considered as a “scheduled day” and the following Friday will become the employee’s scheduled rest day.

If the employee wishes to work on Friday, even though he is not required to do so by his supervisor, he may work. However, time and one-half WILL NOT be paid.

An employee who agrees to work on Sunday on a voluntary or optional basis, does not qualify for time and one-half on a normal scheduled day of work. The employee working on a voluntary basis will however, be entitled to time and one-half for hours worked in excess of their normal scheduled day of work and for all work on a scheduled day of rest or on a designated Statutory Holiday.

Local 89 _____
G. St. Onge

Local 1149 _____
M. Micallef

Union Coalition _____
N. Leybourne

Management _____
G. Boucher

Management _____
R. Pulsifer

May 27,1993

24.00

LETTER OF UNDERSTANDING

BETWEEN

LOCAL 89 C.E.P.

AND

SPRUCE FALLS INC.

LOCAL 89 JOB POSTINGS –
MAINTENANCE (Appendix “A”)

Any individuals who were placed on the Spare List due to qualifications on December 3, 1991, or are placed on the Spare List due to further reductions in the Trades groups, shall have the first opportunity to post back to their trade, according to their Spare List maintenance seniority number, prior to any individual becoming qualified after December 3, 1991.

Once all individuals, as listed, have posted back to their respective trade, all further postings shall then be done as per Labour Agreement – most senior

qualified, according to Local 89
seniority.

Carpenters

SP-2 #2206 Marier, J.
SP-5 #23428 Côté, G.

Millwrights

SP -11 #1945 Lawrence, K.
SP-12 #2745 Hemenway, R.
SP-13 #2744 Marchand, S.

FOR THE COMPANY

M.Tremblay	S. Koshowski
Labour Relations	V.P. & Gen. Mgr.
Superintendent	Spruce Falls Operations

FOR THE UNION

G.McMeekin	R. Audet
President	Local 89 CEP
Local 89 CEP & Coalition Leader	
G.Hachez	M. Dumais
Local 89 CEP	Local 89 CEP

Date: October 16, 1999

25.00 MECHANIC RATE ADJUSTMENT

The parties agree to adjust the mechanic rate of pay to \$22.76/\$24.29 providing the employee(s) has/have the following licence:

1. Heavy Equipment
2. Truck and Coach

26.00 SAWMILL APPENDIX

The Main Agreement will apply to all matters not covered by this Appendix.

1. Term

The term will be as agreed to in the Main Agreement.

- a) In the case of a reduction in the Sawmill Complex workforce, Sawmill Complex employees will be demoted step by step down their lines of

progression in the reverse order of the steps of their promotion.

- b) An employee in the Sawmill Complex who is laid-off from the bottom job of an established line of progression may displace an employee in another established line of progression, if he has longer LOCAL UNION SENIORITY than the latter and if he has the qualifications required for promotion and is capable of performing the duties of the job to which he seeks appointment. A permanent employee displaced will retain recall rights to the line of progression from which he has been displaced for a period of 90 days.
- c) Discussions will be held with the Union to

resolve any problems which may arise in the administration of this clause.

- d) If a Sawmill Complex employee is laid off from the bottom job of an established line of progression, and he does not have the UNION SENIORITY necessary to claim an entry job in another line of progression he will automatically bump into the Local 89 Spare List by Local 89 seniority.
- e) If employees are displaced as a result of the discontinuance of some part of the mill operation which results in the elimination of a line of progression, or as a result of a major curtailment, the above provisions of this Article may be altered or

waived by arrangement between Management and the Local Union to provide the maximum possible employment opportunities on regular occupations for those employees so displaced.

- f) An employee who has been re-assigned will receive training as required,

2. Wages

The wage scale will be established as follows:

- a) Five (5) job categories will be established in operations. Jobs in the Sawmill Complex will not be covered by JCP. Job evaluations, when requested by Union or Management, will be performed and graded by a joint Union-Management job

evaluation committee.
All decisions will be
subject to the grievance
procedure.

b) The rates of pay will be
effective as outlined in
(c). Wage increases
granted to the newsprint
mill will also apply to the
Sawmill Complex jobs.

c) Classifications:

Grade 1
Grade 2
Grade 3
Grade 4
Grade 5

* See 26.00.8 attached job
classifications and rates of
pay.

d) Tradesmen:

Operating Mechanics

Rates of pay will be the
same as the Main Mill

rates. Tradesmen in Main Mill and Sawmill will assist one another as per the Main Labour Agreement.

- e) Shift Differential:
Same as Main Mill.
- f) Any employee presently in a job in the current Woodhandling Department, who is employed in the same job in the Sawmill Complex shall have his/her rate of pay frozen at present levels until rates of pay in this Sawmill Appendix catch up.

3. Rotation

Employees will be required to rotate on different jobs during the course of their shift. A joint committee will determine how this will be done.

4. Hours of Work

The Company may schedule a 42-hour work week at straight time. Every four (4) weeks employees shall receive one extra day off without pay in order to average a 40-hour week. Specific schedules to be determined by a joint committee to meet operating requirements.

Meal periods will be a 20-minute remunerated break.

5. Spare List

Relief in the Sawmill will be provided by designated employees on the Local 89 Spare List. The job posting procedure will be utilized with the senior employees given the first opportunity for filling the designated relief positions. The Company and Union will

meet annually to determine the number of positions to be posted.

6. Job Posting & Bumping

Bumping will be limited to the Grade 1 level-type positions. Special circumstances will be dealt with individually.

Employees will promote upwards in their line of progression; the most senior employee at the level immediately preceding the vacancy will be promoted. Movement from one line to another will be filled by job postings at entry level. Job postings in the Sawmill Operations will be filled first by any Sawmill Model employee that applied.

Relief for any Dry Kiln Operators and Filers will be filled by posting internally.

7. Vacations

When the Company decides to shut down operations, in whole or in part, during the summer period (July and August), the Company will notify the employees affected and any vacations entitlement shall be taken at this time (maximum two (2) weeks).

The vacation clause will not apply to tradesmen who are not regular shift operating mechanics in the Sawmill Complex.

8. Job Classification and Rates of Pay

Position	Grade	3% Oct. 1/99	0.50 Oct. 1/00	0.50 Oct. 1/01
Wood & Refuse Handling				
Truck/Crane Operator	5	20.86	21.36	21.86
Tanguay Operator	5	20.86	21.36	21.86
Slasher Operator	4	20.19	20.69	21.19
Debarker Operator	3	19.86	20.36	20.86
Vallée Operator	2	19.57	20.07	20.57
Parallift Operator	2	19.57	20.07	20.57
Loader Operator	2	19.57	20.07	20.57
Refuse Truck Oper.	2	19.57	20.07	20.57
Chipper Operator	1	19.33	19.83	20.33
Scanner #2&3 Oper.	1	19.33	19.83	20.33
Sawline				
Sawyer	5	20.86	21.36	21.86
Sawyer-Compact	5	20.86	21.36	21.86
Canter Operator	3	19.86	20.36	20.86
Trimmer Operator	2	19.57	20.07	20.57
Edger Operator	2	19.57	20.07	20.57
Stackerman	1	19.33	19.83	20.33
Bin Sorter	1	19.33	19.83	20.33
Stacker Helper	1	19.33	19.83	20.33
Planing Mill				
Planerman	5	20.86	21.36	21.86
Grader	4	20.19	20.69	21.19
Vallée Operator	2	19.57	20.07	20.57
Car Loader	2	19.57	20.07	20.57
Strapping Machine	1	19.33	19.83	20.33
Stackerman (Stud)	1	19.33	19.83	20.33
Stackerman (Econo)	1	19.33	19.83	20.33
Planer Infeed	1	19.33	19.83	20.33
Hand Piler	1	19.33	19.83	20.33
Non Line of Progression				
Dry Kiln Operator	4	20.19	20.69	21.19
Cleaner	1	19.33	19.83	20.33
Filer	5	20.86	21.36	21.86

Position	Grade	2% Oct. 1/02	2% Oct. 1/03	2% Oct. 1/04
Wood & Refuse Handling				
Truck/Crane Operator	5	22.30	22.75	23.20
Tanguay Operator	5	22.30	22.75	23.20
Slasher Operator	4	21.61	22.04	22.48
Debarker Operator	3	21.28	21.71	22.14
Vallée Operator	2	20.98	21.40	21.82
Paralift Operator	2	20.98	21.40	21.82
Loader Operator	2	20.98	21.40	21.82
Refuse Truck Oper.	2	20.98	21.40	21.82
Chipper Operator	1	20.74	21.15	21.57
Scanner #2&3 Oper.	1	20.74	21.15	21.57
Sawline				
Sawyer	5	22.30	22.75	23.20
Sawyer-Compact	5	22.30	22.75	23.20
Canter Operator	3	21.28	21.71	22.14
Trimmer Operator	2	20.98	21.40	21.82
Edger Operator	2	20.98	21.40	21.82
Stackerman	1	20.74	21.15	21.57
Bin Sorter	1	20.74	21.15	21.57
Stacker Helper	1	20.74	21.15	21.57
Planing Mill				
Planerman	5	22.30	22.75	23.20
Grader	4	21.61	22.04	22.48
Vallée Operator	2	20.98	21.40	21.82
Car Loader	2	20.98	21.40	21.82
Strapping Machine	1	20.74	21.15	21.57
Stackerman (Stud)	1	20.74	21.15	21.57
Stackerman (Econo)	1	20.74	21.15	21.57
Planer Infeed	1	20.74	21.15	21.57
Hand Piler	1	20.74	21.15	21.57
Non Line of Progression				
Dry Kiln Operator	4	21.61	22.04	22.48
Cleaner	1	20.74	21.15	21.57
Filer	5	22.30	22.75	23.20

Rates frozen as per Article 2(f). The rate is shown in appropriate column above. Tradesmen – Refer to Main Agreement.

9. Filling of Positions

The parties agree to the following procedure for the initial selection of the employees for the Sawmill Complex.

Upon reaching agreement on the terms of the Sawmill Appendix, a posting will be issued. The most senior qualified applicants will be selected.

When the Sawmill starts up, the successful applicants will be assigned to the Sawmill Complex and department seniority will be established by the top positions down the lines of progression.

Employees who will be assigned jobs on the No. 1 chip line will transfer when the chip line starts up and work under the terms of the Sawmill Appendix. This will not however give these employees more department seniority than employees transferring only when the Sawmill starts up.

A joint Union-Management posting committee will determine the necessary qualifications for employment in the Sawmill Complex.

FOR THE UNION

Ghislain Hachez
Union Representative
- Local 89 C.E.P.

G. McMeekin
Coalition Leader

FOR THE COMPANY

G. Wilson
Sawmill Manager

K. Darbyson
Director – Human Resources

27.00 GRADE 8 SCALE GUIDELINES

Applies to all departments with Grade 8 Scale (JCP) positions.

1. Employees being promoted from one job to another in the same department: If they are at Level 4 of their regular job and go up to the next job and both jobs are Grade 3, they will maintain the Level 4 rate.
2. If an employee is at Level 1 or 2 of a Grade 3 job and is promoted to a higher Grade 4 job, he will be credited time towards his next increase on lower job, higher job and all jobs in between.
3. Employees spending time as relief supervisor or special assignments as trainers, writers, etc., will be credited time on their regular job towards their next increase.

4. Relief employees being assigned to a department will be treated the same as model employees in that department.
5. Must keep accurate records to ensure all employees are being paid the proper rate. Also, accurate records are needed for auditing purposes.
6. Model jobs will be adjusted from one level to the next through a tickler system kept by Human Resources secretary.
7. Supervisors will ensure that employees relieving on jobs other than their model job are paid the rate they are entitled to according to hours accumulated on that job. Once an employee accumulates enough hours to move up from one level to another (on a job other

than model), the supervisor will pay the new rate.

8. All records starting October 1, 1993 must be kept and updated by the supervisor on a monthly basis and be made available.

CONVERSION TABLE - 8 GRADE SCALE

Grade 1 includes	Class 1
Grade 2 includes	Class 2, 3, 4
Grade 3 includes	Class 5, 6, 7, 8
Grade 4 includes	Class 9, 10, 11
Grade 5 includes	Class 12, 13, 14, 15
Grade 6 includes	Class 16, 17, 18
Grade 7 includes	Class 19, 20, 21, 22, 23, 24, 25
Grade 8 includes	Class 26, 27, 28, 29, 30, 31

8-GRADE SCALE

Grade		Oct. 1/ 99 3%	Oct. 1/ 00 0.50	Oct. 1/ 01 0.50	Oct. 1/ 02 2%	Oct. 1/ 03 2%	Oct. 1/ 04 2%
Gr. 1	1 Min.	19.33	19.83	20.33	20.74	21.15	21.57
	2-6 mos.	19.34	19.84	20.34	20.75	21.17	21.59
	3-12 mos.	19.34	19.84	20.34	20.75	21.17	21.59
	4-18 mos.	19.36	19.86	20.36	20.77	21.19	21.61
Gr. 2	1 Min.	19.36	19.86	20.36	20.77	21.19	21.61
	2-6 mos.	19.57	20.07	20.57	20.98	21.40	21.83
	3-12 mos.	19.84	20.34	20.84	21.26	21.69	22.12
	4-18 mos.	20.06	20.56	21.06	21.48	21.91	22.35
Gr. 3	1 Min.	20.06	20.56	21.06	21.48	21.91	22.35
	2-6 mos.	20.37	20.87	21.37	21.80	22.24	22.68
	3-12 mos.	20.71	21.21	21.71	22.14	22.58	23.03
	4-18 mos.	21.00	21.50	22.00	22.44	22.89	23.35
Gr. 4	1 Min.	21.00	21.50	22.00	22.44	22.89	23.35
	2-6 mos.	21.31	21.81	22.31	22.76	23.22	23.68
	3-12 mos.	21.62	22.12	22.62	23.07	23.53	24.00
	4-18 mos.	21.94	22.44	22.94	23.40	23.87	24.35
Gr. 5	1 Min.	21.94	22.44	22.94	23.40	23.87	24.35
	2-6 mos.	22.28	22.78	23.28	23.75	24.23	24.71
	3-12 mos.	22.60	23.10	23.60	24.07	24.55	25.04
	4-18 mos.	22.90	23.40	23.90	24.38	24.87	25.37
Gr. 6	1 Min.	22.90	23.40	23.90	24.38	24.87	25.37
	2-6 mos.	23.23	23.73	24.23	24.71	25.20	25.70
	3-12 mos.	23.55	24.05	24.55	25.04	25.54	26.05
	4-18 mos.	23.83	24.33	24.83	25.33	25.84	26.36
Gr. 7	1 Min.	23.83	24.33	24.83	25.33	25.84	26.36
	2-6 mos.	24.34	24.84	25.34	25.85	26.37	26.90
	3-12 mos.	24.79	25.29	25.79	26.31	26.84	27.38
	4-18 mos.	25.28	25.78	26.28	26.81	27.35	27.90
	5-24 mos.	25.71	26.21	26.71	27.24	27.78	28.34
Gr. 8	1 Min.	25.71	26.21	26.71	27.24	27.78	28.34
	2-6 mos.	26.48	26.98	27.48	28.03	28.59	29.16
	3-12 mos.	27.26	27.76	28.26	28.83	29.41	30.00
	4-18 mos.	28.07	28.57	29.07	29.65	30.24	30.84
	5-24 mos.	28.84	29.34	29.84	30.44	31.05	31.67

**28.00 W A G E & R A T E
C L A S S I F I C A T I O N**

		3% OCT.1 1999	0.50 OCT. 1 2000	0.50 OCT.1 2001
MAINTENANCE				
CREW LEADER	D	25.92/27.41	26.45/27.93	26.97/28.46
TRADESMAN	D	23.44/24.69	23.94/25.19	24.44/25.69
TRADESMAN A-1	D	25.14	25.64	26.14
MULTI- TRADE	D	25.59	26.09	26.59
MECHANIC	D	26.10	26.60	27.10
E/I TECH	D	26.10	26.60	27.10
SHIFT OPERATING MECHANIC	T	24.69/26.10	25.19/26.60	25.69/27.10
GENERAL MAINTENANCE				
TRADES TRAINEES	D	20.16/23.91	20.59/24.42	21.02/24.93
TRADES HELPER	D	20.32/22.18	20.82/22.68	21.32/23.18
LABOURER	D	19.33/19.36	19.83/19.86	20.33/20.36

**28.00 W A G E & RATE
CLASSIFICATION**

		3%	0.50	0.50
		OCT.1 1999	OCT.1 2000	OCT.1 2001
<u>WOODLANDS</u> <u>- LOCAL 89</u>				
<u>WOODLANDS</u> <u>PLANT</u>				
Crew Leader	D	25.92	26.45	26.97
Mechanic I	D	23.44/24.69	23.94/25.19	24.44/25.69
Mechanic II	D	22.87/23.75	23.37/24.25	23.87/24.75
Tire Repairman	D	22.87/23.75	23.37/24.25	23.87/24.75
Maintenance Man - 1 st Class	D	23.44/24.69	23.94/25.19	24.44/25.69
Maintenance Man - 2 nd Class	D	22.87/23.75	23.37/24.25	23.87/24.75

**28.00 W A G E al RATE
CLASSIFICATION**

		2%	2%	2%
		OCT.1 2002	OCT.1 2003	OCT.1 2004
MAINTENANCE				
CREW LEADER	D	27.51/29.02	28.06/29.60	28.61/30.19
TRADESMAN	D	24.93/26.20	25.43/26.72	25.94/27.25

TRADESMAN A-1	D	26.66	27.19	27.73
MULTI- TRADE	D	27.12	27.66	28.21
MECHANIC	D	27.64	28.19	28.75
E/I TECH	D	27.64	28.19	28.75
SHIFT OPERATING MECHANIC	T	26.20/27.64	26.72/28.19	27.25/28.75
GENERAL MAINTENANCE				
TRADES TRAINEES	D	21.44/25.43	21.87/25.94	22.31/26.46
TRADES HELPER	D	21.75/23.65	22.19/24.12	22.63/24.61
LABOURER	D	20.74/20.77	21.15/21.19	21.57/21.61

**28.00 WAGE & RATE
CLASSIFICATION**

		2% OCT.1 2002	2% OCT.1 2003	2% OCT.1 2004
WOODLANDS - LOCAL 89				
WOODLANDS PLANT				
Crew Leader	D	27.51	28.06	28.61
Mechanic I	D	24.93/26.20	25.43/26.72	25.94/27.25
Mechanic II	D	24.35/25.25	24.84/25.76	25.34/26.28

Tire Repairman	D	24.35/25.25	24.84/25.76	25.34/26.28
Maintenance Man - 1 st Class	D	24.93/26.20	25.43/26.72	25.94/27.25
Maintenance Man - 2 nd Class	D	24.35/25.25	24.84/25.76	25.34/26.28

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Department & Occupation		Class	Grade	Oct. 1/1999
OLD CHIP MILL				
Crawler Crane Operator (Tree-Length & 4')	T	12	5	21.94/22.90
Chip Mill Operator	T	9	4	21.00/21.94
Chip Mill Prentice Loader Operator	T	8	3	20.06/21.00
Tree-Length Truck Operator	T	5	3	20.06/21.00
Labourer	T	1	1	19.33/19.36
ENVIRONMENT				
Primary Treatment Operator	T	10	4	21.00/21.94
Secondary Treatment Operator	T	10	4	21.00/21.94
DE-INKING PLANT				
DIP Operator	T	13	5	21.94/22.90
Assistant Operator	T	9	4	21.00/21.94
Utility Person	T	4	2	19.36/20.06
FINISHING ROOM				
Head Operator	T	12	5	21.94/22.90
Operator	T	9	4	21.00/21.94
Assistant Operator	T	--	3	20.06/21.00
Head Coreman	D	12	5	21.94/22.90
Sawman	D	5	3	20.06/21.00
Coreman	D	3	2	19.36/20.06

Note: The Finishing Room Head Operators will receive 5% above
their personal model rate of pay.

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Department & Occupation		Class	Grade	Oct. 1/1999
MECHANICAL PULP				
TMP Operator	T	18	7	23.83/25.71
TMP Assistant Operator	T	14	5	21.94/22.90
Chip Unloader	T	5	3	20.06/21.00
STEAM				
Head Operator	T	27	8	25.71/28.84
South Boiler House Fireman	T	16	6	22.90/23.83
North Boiler House Fireman	T	15	6(2)	22.90/23.83
Boiler House Helper	T	9	4	21.00/21.94
Heating Inspector	D	14	5	21.94/22.90
#6 Turbine Operator	T	9	4	21.00/21.94
Stationary Engineer Trainee	T	2	2	19.36/20.06
Steam Ash Handler & Cleaner	T	2	2	19.36/20.06
N.B. North Boiler House Fireman (2) indicates frozen at Level 2				
SMOKY FALLS				
Bus Driver	D	6	3	20.06/21.00
Relief Bus Driver	D	3	2	19.36/20.06
TECHNICAL				
Day Tester – Chip Quality	D	6	3	20.06/21.00
Pulp Tester – Days	D	6	3	20.06/21.00

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<u>PLANT SERVICES</u>		Class	Grade	Oct. 1/1999
Conductor	T	16	6	22.90/23.83
Engineer	T	11	4	21.00/21.94
Brakeman	T	6	3	20.06/21.00
Section Lead	D	11	4	21.00/21.94
Utility Person	D	4	2	19.36/20.06
Front End Loader Operator	T	6	3	20.06/21.00
Standard Dump Truck Operator	T	4	2	19.36/20.06
<u>HUMAN RESOURCES</u>				
Fireman	D	9	4	21.00/21.94
<u>WAREHOUSE SERVICES</u>				
Head Storekeeper	D	10	4	21.00/21.94
Window Clerk – Main Floor	D	5	3	20.06/21.00
Window Clerk – 2 nd Floor	D	5	3	20.06/21.00
Receiver	D	5	3	20.06/21.00
Labourer/Receiver	D	2	2	19.36/20.06
Boom Truck Operator – Telescope/Hydraulic	D	9	4	21.00/21.94
Boom Truck Operator	D	6	3	20.06/21.00
Truck Driver – ¾ Ton Mail/Parcel	D	4	2	19.36/20.06
Truck Driver – Power Tail Gate	D	4	2	19.36/20.06

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Department & Occupation		Class	Grade	Oct. 1/2000
OLD CHIP MILL				
Crawler Crane Operator (Tree-Length & 4')	T	12	5	22.44/23.40
Chip Mill Operator	T	9	4	21.50/22.44
Chip Mill Prentice Loader Operator	T	8	3	20.56/21.50
Tree-Length Truck Operator	T	5	3	20.56/21.50
Labourer	T	1	1	19.83/19.86
ENVIRONMENT				
Primary Treatment Operator	1	10	4	21.50/22.44
Secondary Treatment operator	T	10	4	21.50/22.44
DE-INKING PLANT				
DIP Operator	T	13	5	22.44/23.40
Assistant Operator	T	9	4	21.50/22.44
Utility Person	T	4	2	19.86/20.56
FINISHING ROOM				
Head Operator	T	12	5	22.44/23.40
Operator	T	9	4	21.50/22.44
Assistant Operator	T	--	3	20.56/21.50
Head Coreman	D	12	5	22.44/23.40
Sawman	D	5	3	20.56/21.50
Coreman	D	3	2	19.86/20.56

Note: The Finishing Room head Operators will receive 5% above their personal model rate of pay.

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Department & Occupation		Class	Grade	out. 1/2000
MECHANICAL PULP				
TMP Operator	T	18	7	24.33/26.21
TMP Assistant Operator	T	14	5	22.44/23.40
Chip Unloader	T	5	3	20.56/21.50
STEAM				
Head Operator	T	27	8	26.21/29.34
South Boiler House Operator	T	6	6	23.40/24.33
North Boiler House Fireman	T	15	6(2)	23.40/24.33
Boiler House Helper	T	9	4	21.50/22.44
Heating Inspector	D	14	5	22.44/23.40
#6 Turbine Operator	T	9	4	21.50/22.44
Stationary Engineer Trainee	T	2	2	19.86/20.56
Steam Ash Handler & Cleaner	T	2	2	19.86/20.56
N.B. North Boiler House Fireman (2) indicates frozen at Level 2				
SMOKY FALLS				
Bus Driver	D	6	3	20.56/21.50
Relief Bus Driver	D	3	2	19.86/20.56
TECHNICAL				
Day Tester – Chip Quality	D	6	3	20.56/21.50
Pulp Tester – Days	D	6	3	20.56/21.50

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PLANT SERVICES		Class	Grade	Oct. 1/2000
Conductor	T	16	6	23.40/24.33
Engineer	T	11	4	21.50/22.44
Brakeman	T	6	3	20.56/21.50
Section Lead	D	11	4	21.50/22.44
Utility Person	D	4	2	19.86/20.56
Front End Loader Operator	T	6	3	20.56/21.50
Standard Dump Truck Operator	T	4	2	19.86/20.56
HUMAN RESOURCES				
Fireman	D	9	4	21.50/22.44
WAREHOUSE SERVICES				
Head Storekeeper	D	10	4	21.50/22.44
Window Clerk – Main Floor	D	5	3	20.56/21.50
Window Clerk – 2 nd Floor	D	5	3	20.56/21.50
Receiver	D	5	3	20.56/21.50
Labourer/Receiver	D	2	2	19.86/20.56
Boom Truck Operator – Telescope/Hydraulic	D	11	4	21.50/22.44
Boom Truck Operator	D	6	3	20.56/21.50
Truck Driver – ¼ Ton Mail/Parcel	D	4	2	19.86/20.56
Truck Driver – Power Tail Gate	D	4	2	19.86/20.56

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Department & Occupation		Class	Grade	Oct. 1/2001
OLD CHIP MILL				
Crawler Crane Operator (Tree-Length & 4')	T	12	5	22.94/23.90
Chip Mill Operator	T	9	4	22.00/22.94
Chip Mill Prentice Loader Operator	T	8	3	21.06/22.00
Tree-Length Truck Operator	T	5	3	21.06/22.00
Labourer	T	1	1	20.33/20.36
ENVIRONMENT				
Primary Treatment Operator	T	10	4	22.00/22.94
Secondary Treatment Operator	T	10	4	22.00/22.94
DE-INKING PLANT				
DIP Operator	T	13	5	22.94/23.90
Assistant Operator	T	9	4	22.00/22.94
Utility Person	T	4	2	20.36/21.06
FINISHING ROOM				
Head Operator	T	12	5	22.94/23.90
Operator	T	9	4	22.00/22.94
Assistant Operator	T	--	3	21.06/22.00
Head Coreman	D	12	5	22.94/23.90
Sawman	D	5	3	21.06/22.00
Coreman	D	3	2	20.36/21.06

Note: The Finishing Room head Operators will receive 5% above their personal model rate of pay.

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Department & Occupation		Class	Grade	Oct. 1/2001
MECHANICAL PULP				
TMP Operator	T	18	7	24.83/26.71
TMP Assistant Operator	T	14	5	22.94/23.90
Chip Unloader	T	5	3	21.06/22.00
STEAM				
Head Operator	T	27	8	26.71/29.84
South Boiler House Fireman	T	16	6	23.90/24.83
North Boiler House Fireman	T	15	6(2)	23.90/24.83
Boiler House Helper	T	9	4	22.00/22.94
Heating Inspector	D	14	5	22.94/23.90
#6 Turbine Operator	T	9	4	22.00/22.94
Stationary Engineer 20.36/21.06	T	2	2	20.36/21.06
20.36/21.06 ndler &	T	2	2	
N.B. North Boiler House Fireman (2) indicates frozen at Level 2				
	LS			
Bus Driver	D	6	3	21.06/22.00
Relief Bus Driver	D	3	2	20.36/21.06
TECHNICAL				
Day Tester – Chip Quality	D	6	3	21.06/22.00
Pulp Tester – Days	D	6	3	21.06/22.00

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PLANT SERVICES		Class	Grade	Oct. 1/2001
Conductor	T	16	6	23.90/24.83
Engineer	T	11	4	22.00/22.94
Brakeman	T	6	3	21.06/22.00
Section Lead	D	11	4	22.00/22.94
Utility Person	D	4	2	20.36/21.06
Front End Loader Operator	T	6	3	21.06/22.00
Standard Dump Truck Operator	T	4	2	20.36/21.06
HUMAN RESOURCES				
Fireman	D	9	4	22.00/22.94
WAREHOUSE SERVICES				
Head Storekeeper	D	10	4	22.00/22.94
Window Clerk – Main Floor	D	5	3	21.06/22.00
Window Clerk – 2 nd Floor	D	5	3	21.06/22.00
Receiver	D	5	3	21.06/22.00
Labourer/Receiver	D	2	2	20.36/21.06
Boom Truck Operator – Telescope/Hydraulic	D	9	4	22.00/22.94
Boom Truck Operator	D	6	3	21.06/22.00
Truck Driver – ¾ Ton Mail/Parcel	D	4	2	20.36/21.06
Truck Driver – Power Tail Gate	D	4	2	20.36/21.06

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Department & Occupation		Class	Grade	Oct. 1/2002
OLD CHIP MILL				
Crawler Crane Operator (Tree-Length & 4')	T	12	5	23.40/24.38
Chip Mill Operator	T	9	4	22.44/23.40
Chip Mill Prentice Loader Operator	T	8	3	21.48/22.44
Tree-Length Truck Operator	T	5	3	21.48/22.44
Labourer	T	1	1	20.74/20.77
ENVIRONMENT				
Primary Treatment Operator	T	10	4	22.44/23.40
Secondary Treatment Operator	T	10	4	22.44/23.40
DE-INKING PLANT				
DIP Operator	T	13	5	23.40/24.38
Assistant Operator	T	9	4	22.44/23.40
Utility Person	T	4	2	20.77/21.48
FINISHING ROOM				
Head Operator	T	12	5	23.40/24.38
Operator	T	9	4	22.44/23.40
Assistant Operator	T	--	3	21.48/22.44
Head Coreman	D	12	5	23.40/24.38
Sawman	D	5	3	21.48/22.44
Coreman	D	3	2	20.77/21.48

Note: The Finishing Room Head Operators will receive 5% above their personal model rate of pay.

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Department & Occupation		Class	Grade	Oct. 1/2002
MECHANICAL				
PULP				
TMP Operator	T	18	7	25.33/27.24
TMP Assistant Operator	T	14	5	23.40/24.38
Chip Unloader	T	5	3	21.48/22.44
STEAM				
Head Operator	T	27	8	27.24/30.44
South Boiler House Fireman	T	16	6	24.38/25.33
North Boiler House Fireman	T	15	6(2)	24.38/25.33
Boiler House Helper	T	9	4	22.44/23.40
Heating Inspector	D	14	5	23.40/24.38
#6 Turbine Operator	T	9	4	22.44/23.40
Stationary Engineer Trainee	T	2	2	20.77/21.48
Steam Ash Handler & Cleaner	T	2	2	20.77/21.48
N.B. North Boiler House Fireman (2) indicates frozen at Level 2				
SMOKY FALLS				
Bus Driver	D	6	3	21.48/22.44
Relief Bus Driver	D	3	2	20.77/21.48
TECHNICAL				
Day Tester- Chip Quality	D	6	3	21.48/22.44
Pulp Tester – Days	D	6	3	21.48/22.44

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<u>PLANT SERVICES</u>		Class	Grade	Oct. 1/2002
Conductor	T	16	6	24.38/25.33
Engineer	T	11	4	22.44/23.40
Brakeman	T	6	3	21.48/22.44
Section Lead	D	11	4	22.44/23.40
Utility Person	D	4	2	20.77/21.48
Front End Loader Operator	T	6	3	21.48/22.44
Standard Dump Truck Operator	T	4	2	20.77/21.48
<u>HUMAN RESOURCES</u>				
Fireman	D	9	4	22.44/23.40
<u>WAREHOUSE SERVICES</u>				
Head Storekeeper	D	10	4	22.44/23.40
Window Clerk – Main Floor	D	5	3	21.48/22.44
Window Clerk – 2 nd Floor	D	5	3	21.48/22.44
Receiver	D	5	3	21.48/22.44
Labourer/Receiver	D	2	2	20.77/21.48
Boom Truck Operator – Telescope/Hydraulic	D	9	4	22.44/23.40
Boom Truck Operator	D	6	3	21.48/22.44
Truck Driver – ½ Ton Mail/Parcel	D	4	2	20.77/21.48
Truck Driver – Power Tail Gate	D	4	2	20.77/21.48

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OLD CHIP MILL				
Crawler Crane Operator (Tree-Length & 4')	T	12	5	23.87/24.87
Chip Mill Operator	T	9	4	22.89/23.87
Chip Mill Prentice Loader Operator	T	8	3	21.91/22.89
Tree-Length Truck Operator	T	5	3	21.91/22.89
Labourer	T	1	1	21.15/21.19
ENVIRONMENT				
Primary Treatment Operator	T	10	4	22.89/23.87
Secondary Treatment Operator	T	10	4	22.89/23.87
DE-INKING PLANT				
DIP Operator	T	13	5	23.87/24.87
Assistant Operator	T	9	4	22.89/23.87
Utility Person	T	4	2	21.19/21.91
FINISHING ROOM				
Head Operator	T	12	5	23.87/24.87
Operator	T	9	4	22.89/23.87
Assistant Operator	T	--	3	21.91/22.89
Head Coreman	D	12	5	23.87/24.87
Sawman	D	5	3	21.91/22.89
Coreman	D	3	2	21.19/21.91

Note: The Finishing Room Head Operators will receive 5% above their personal model rate of pay.

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Department & Occupation		Class	Grade	Oct. 1/2003
MECHANICAL PULP				
TMP Operator	T	18	7	25.84/27.78
TMP Assistant Operator	T	14	5	23.87/24.87
Chip Unloader	T	5	3	21.91/22.89
STEAM				
Head Operator	T	27	8	27.78/31.05
South Boiler House Fireman	T	16	6	24.87/25.84
North Boiler House Fireman	T	15	6(2)	24.87/25.84
Boiler House Helper	T	9	4	22.89/23.87
Heating Inspector	D	14	5	23.87/24.87
#6 Turbine Operator	I	9	4	22.89/23.87
Stationary Engineer Trainee		2	2	21.19/21.91
Steam Ash Handler & Cleaner	1	2	2	21.19/21.91
N.B. North Boiler House Fireman (2) indicates frozen at Level 2				
SMOKY FALLS				
Bus Driver	D	6	3	21.91/22.89
Relief Bus Driver	D	3	2	21.19/21.91
TECHNICAL				
Day Tester – Chip Quality	D	6	3	21.91/22.89
Pulp Tester – Days	D	6	3	21.91/22.89

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PLANT SERVICES		Class	Grade	Oct. 1/2003
Conductor	T	16	6	24.87/25.84
Engineer	T	11	4	22.89/23.87
Brakeman	T	6	3	21.91/22.89
Section Lead	D	11	4	22.89/23.87
Utility Person	D	4	2	21.19/21.91
Front End Loader Operator	T	6	3	21.91/22.89
Standard Dump Truck Operator	T	4	2	21.19/21.91
HUMAN RESOURCES				
Fireman	D	9	4	22.89/23.87
WAREHOUSE SERVICES				
Head Storekeeper	D	10	4	22.89/23.87
Window Clerk-Main Floor	D	5	3	21.91/22.89
Window Clerk – 2 nd Floor	D	5	3	21.91/22.89
Receiver	D	5	3	21.91/22.89
Labourer/Receiver	D	2	2	21.19/21.91
Boom Truck Operator – Telescope/Hydraulic	D	9	4	22.89/23.87
Boom Truck Operator	D	6	3	21.91/22.89
Truck Driver – ¾ Ton Mail/Parcel	D	4	2	21.19/21.91
Truck Driver – Power Tail Gate	D	4	2	21.19/21.91

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Department & Occupation		Class	Grade	Oct. 1/2004
OLD CHIP MILL				
Crawler Crane Operator (Tree-Length & 4')	T	12	5	24.35/25.37
Chip Mill Operator	T	9	4	23.35/24.35
Chip Mill Prentice Loader Operator Tree-Length	T	8	3	22.35/23.35
Truck Operator	T	5	3	22.35/23.35
Labourer	T	1	1	21.57/21.61
ENVIRONMENT				
Primary Treatment Operator	T	10	4	23.35/24.35
Secondary Treatment Operator	T	10	4	23.35/24.35
DE-INKING PLANT				
DIP Operator	T	13	5	24.35/25.37
Assistant Operator	T	9	4	23.35/24.35
Utility Person	T	4	2	21.61/22.35
FINISHING R O O M				
Head Operator	T	12	5	24.35/25.37
Operator	T	9	4	23.35/24.35
Assistant Operator	I	--	3	22.35/23.35
Head Coreman	D	12	5	24.35/25.37
Sawman	D	5	3	22.35/23.35
Cowman	D	3	2	21.61/22.35

Note: The Finishing Room I lead Operators will receive 5% above
their personal model rate of pay.

LOCAL 89 – C.E.P.
APPENDIX
WAGE RATES AND PAYROLL
CLASSIFICATIONS

Department & Occupation		Class	Grade	Oct. 1/2004
MECHANICAL PULP				
TMP Operator	T	18	7	26.36/28.34
TMP Assistant Operator	T	14	5	24.35/25.37
Chip Unloader	T	5	3	22.35/23.35
STEAM				
Head Operator	T	27	8	28.34/31.67
South Boiler House Fireman	T	16	6	25.37/26.36
North Boiler House Fireman	T	15	6(2)	25.37/26.36
Boiler House Helper	T	9	4	23.35/24.35
Heating Inspector	D	14	5	24.35/25.37
#6 Turbine Operator	T	9	4	23.35/24.35
Stationary Engineer Trainee	T	2	2	21.61/22.35
Steam Ash Handler & Cleaner	T	2	2	21.61/22.35
N.B. North Boiler House Fireman (2) indicates frozen at Level 2				
SMOKY FALLS				
Bus Driver	D	6	3	22.35/23.35
Relief Bus Driver	D	3	2	21.61/22.35
TECHNICAL				
Day Tester – Chip Quality	D	6	3	22.35/23.35
Pulp Tester – Days	D	6	3	22.35/23.35

LOCAL 89 – C.E.P.
APPENDIX
WAGE RATES AND PAYROLL
CLASSIFICATIONS

<u>PLANT SERVICES</u>	Class	Grade	Oct. 1/2004
Conductor	T 16	6	25.37/26.36
Engineer	T 11	4	23.35/24.35
Brakeman	T 6	3	22.35/23.35
Section Lead	D 11	4	23.35/24.35
Utility Person	D 4	2	21.61/22.35
Front End Loader Operator	T 6	3	22.35/23.35
Standard Dump Truck Operator	T 4	2	21.61/22.35
<u>HUMAN RESOURCES</u>			
Fireman	D 9	4	23.35/24.35
<u>WAREHOUSE SERVICES</u>			
Head Storekeeper	D 10	4	23.35/24.35
Window Clerk – Main Floor	D 5	3	22.35/23.35
Window Clerk – 2 nd Floor	D 5	3	22.35/23.35
Receiver	D 5	3	22.35/23.35
Labourer/Receiver	D 2	2	21.61/22.35
Boom Truck Operator	D 9	4	23.35/24.35
– Telescope/Hydraulic Boom Truck Operator	D 6	3	22.35/23.35
Truck Driver – ¼ Ton Mail/Parcel	D 4	2	21.61/22.35
Truck Driver – Power Tail Gate	D 4	2	21.61/22.35

LOCAL AGREEMENT

BETWEEN

SPRUCE FALLS INC.

KAPUSKASING, ONTARIO

AND

THE COMMUNICATIONS, ENERGY

AND

PAPERWORKERS UNION – LOCAL 256

October 1, 1999 to September 30, 2005

Local Agreements listed in the index shall continue in full force and effect for the term of the Collective Agreement from October 1, 1999 to September 30, 2005 and shall not be altered, except by mutual consent.

Dated the 18th day of October, 1999.

FOR THE UNION

FOR THE COMPANY

G. Steinthorson
President
Local 256 CEP

M. Tremblay
Labour Relations
Superintendent

G. McMeekin
Coalition Leader

S. Koshowski
V.P. & Gen. Mgr. -
Spruce Falls
Operations

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- 1.00 SPARE LIST EMPLOYEES
- 1.01 A list of available employees and phone numbers will be provided to the Personnel Officers on a weekly basis subject to change until Friday at 4:00 p.m. Phone numbers will not be posted.
- 1.02 This list will be for the following Sunday to Saturday period.
- 1.03 The employees will be listed by seniority.
- 1.04 All pre-scheduled days will be shown.
- 1.05 The Paper Mill Clerk will schedule no more than 36 hours for any one employee per calendar week, except as noted in 1.06 after notification of the change to the Chief Steward or his designate.
- 1.06 During prime time vacation periods, employees can be scheduled by the Paper Mill

Clerk to work four (4) 12-hour shifts in a calendar week, should there be a workforce shortage, provided the employee does not work more than three (3) 12-hour shifts in a row.

- 1.07 The Paper Mill Supervisor, Head Machine Tender, or Paper Mill Clerk will contact the Personnel Officer, as necessary, and indicate to him the number of employees required, specifying the shift and day.
- 1.08 The Personnel Officer will call the next available employee on the list by seniority.
- 1.09 Each employee should work only 36 hours in a calendar week until everyone has worked 36 hours. Then, employees must be called in by seniority for their fourth (4th) shift.
- 1.10 No more than four (4) consecutive shifts may be

worked at any time even if in different calendar weeks. If an employee is called-in and this would result in working 5 or more consecutive shifts, the fifth (5th) shift will be cancelled and assigned to the next available employee and the employee originally scheduled to work on the fifth (5th) day will take that day off and be eligible for future call-ins as per regular rules.

- 1.11 Once an employee is contacted and reports for work, the Personnel Officer will record this on the call-in list. This will allow for an updated record of shifts worked.
- 1.12 It will be recorded on a separate log when an employee cannot be contacted during the specified time and/or the reason will be recorded if the employee claims to be unavailable for work. The expired call-in list must be mailed back to the

Paper Mill Office every
Monday.

1.13 Employees are to remain available until four (4) 12-hour shifts have been scheduled or worked during each calendar week.

1.13.1 A predetermined three-day voluntary "on call" period will be applied to each position on the Spare List. See Attachment "A".

1.13.2 In the event an employee is required to work less than a full shift, this time will not count for entitlement under Articles 1.09 and 1.13.1.

1.14 Employees are to be available to be called in between the hours of 6:00 a.m. to 8:00 a.m. for day shift and 6:00 p.m. to 8:00 p.m. for night shift. All other times are on a voluntary basis.

1.15 Time and one-half will be paid after 42 hours with block accumulation.

- 1.16 All absences, excluding Leaves of Absence granted pursuant to Article 17 – “Extended Leave” and “Leave for Elected Office” - will count as shifts worked.
- 1.17 Approval for all absences on the spare list must be authorized by the P.M. Superintendent or designate.
- 2.00 SUPPORT CREW
- 2.01 General
- 2.01.1 On scheduled maintenance days, the Clothing Man and the Support Crew member on call (carrying pager) can be held over past their regular scheduled shift until paper machine start-up or 7:30 a.m. the following morning.
- 2.01.2 All other members of the Support Crew may work beyond their scheduled shift, as required; however, clothing changes after the regular shift

will be paid as per
Articles 4.0, 5.0 and 6.0.

2.02 integration

2.02.1 The Paper Mill Support Crew will be made up of five (5) members effective August 28, 1993.

2.02.2 There are two (2) crew members that will come out of Local 89 ranks and become members of Local 256. These members are J. Matzelle #903 and R. Dubeau #2271.

2.02.3 No further reductions will be made to the Paper Mill Support Crew unless or until one of the following occur:

1. Another paper machine starts up, or the operation of less than 3 paper machines.
2. Once the former Local 89 members leave the Paper Mill or Local 256 through attrition.

2.02.4 Should there be a further reduction in the Paper Mill Support Crew in the future, that affects J. Matzelle #903 or R. Dubeau #2271, they will take their places in the Paper Mill line of progression under one of the following scenarios:

a) if V. Belanger is above the Model #1 Spare List position, they will fit in immediately behind him, providing they can be trained and can handle the job;

or

b) if V. Belanger is below the Model #1 Spare List position, they will sit at the #1 and #2 Spare List positions until such a time as V. Belanger moves to a fulltime position, then they will fall in immediately behind him.

2.02.5 Should lay-offs occur, they will maintain the top positions on the Spare List until bumped by an individual with more Local 256 seniority than their combined Local 89 and Local 256 seniority.

2.02.6 Should they get laid off, they will be recalled by their combined Local Union seniority (Local 256 and 89), move up to the top of the Spare List, and remain there until V. Belanger moves past them. They will then move in the line of progression as per (b).

2.03 Manning

2.03.1 Positions on the Support Crew will be filled through the posting procedure on a model line-up basis.

2.03.2 Positions to be filled are Clothing Man, Machine Tender, Back Tender, two Third Hands, two Vacation Reliefs.

For the Model line-up year 2000, a posting will take place for current eligible positions on the Support Crew, including Vacation Relief. Each successful applicant will remain in his position until such time that he chooses to relinquish that position, which will take effect at the time of the next Model line-up change. Further postings to the Support Crew will only occur to fill model vacancies.

2.03.3 The positions held by R. Dubeau and J. Matzelle will not be posted until such time that the present incumbents vacate the position they presently hold.

2.03.4 Postings will be open for a two (2) week period 9 weeks prior to a Model line-up change.

2.03.5 The most senior person applying in each group will be the successful applicant.

- 2.03.1 Vacation Relief applicants will not be limited to any particular classification. Should there be no applicants for this position, vacancies will be filled on a weekly basis from the paper machine crews.
- 2.03.2 Should there not be any applicants for a particular group then it will be permissible for the senior person in another group to fill the position.
- 2.03.3 If there are no applicants for a particular position after following 2.03.7, then the junior person in that classification will fill the position. Should the junior person be unable to fill the position due to physical limitations then the next junior person will fill the position, etc..
- 2.03.4 Should there be no applicants for a particular position and the same junior person must fill the position two (2) years

in a row, then the next most senior person in that same classification shall fill the position at Model line-up time.

2.04 Promotions

2.04.1 Model Line-up Support Crew members, those members on Senior Man Promotions to the Support Crew, and Vacation Reliefs will be allowed two (2) promotions.

2.04.2 All vacancies will be filled by Fourth Hand on No. 3 Paper Machine position.

2.04.3 All vacancies on the machine floor must be filled prior to filling vacancies on the Support Crew.

2.04.4 Support Crew Vacation Relief will be used for all weekly vacancies on the Support Crew, including Senior Man Promotions.

2.04.5 Daily adjustments to the Support Crew will not be made on the weekly line-up.

2.05 SCHEDULES

2.05.1 The Support Crew will follow a 5-2, seven (7) day operation schedule.

3.00 SENIOR MAN PROMOTIONS

- 3.01** Senior Man Promotions will be made for any known vacancy of 56 days (7 – 8 day blocks) or more, or if the vacancy has existed for 56 days.
- 3.02** When a vacancy has existed for 32 days (4 – 8 day blocks), the Chief Shop Steward (or designate) and the Paper Mill Superintendent (or designate) shall determine, to the best of their abilities, if the vacancy will continue beyond the 56 day period.
- 3.03** A Senior Man Promotion will be made only if it is known that the vacancy will last an additional 24 days (3 – 8 day blocks). In making this determination, all existing Senior Man Promotions will be reviewed. Should it be determined that an existing promotion will be completed during the same period, which would impact on the promotion about to be made,

the Senior Man Promotion will not be made.

- 3.04 Lining up of Senior Man Promotions will be made by job seniority, it being understood that the HMT is considered the senior job.
- 3.05 Senior Man Promotions will be made for Trainees, after receiving a definite commitment from management, on the duration of such training and that it will not be dissolved for vacations of the trainees.
- 3.06 Model Line-up Paper Mill Support Crew members, excluding vacation relief, will not be involved in Senior Man Promotions.
- 3.07 No Senior Man Promotions will be made for vacancies from Model Line-up 4th Hand down.
- 3.08 No Senior Man Promotions will be made from December 1st until Model Line-up change.
- 3.09 No new Senior Man Promotions will be made

during the period: first Sunday in June to the first Sunday in September.

- 3.10 Senior Man Promotions will be adjusted on the 1st Sunday in September for the period following this vacation period.
- 3.11 If an emergency situation arises where no trained people are available to cover a vacancy on a crew, the senior person on the next junior machine, in the same group will be moved to fill the vacancy during June, July and August.
- 3.12 Only those vacancies that will definitely be terminated during June, July, August will be undone on the first Sunday in June.

- 3.13 A vacancy filled by a Senior Man Promotion will be filled by the Senior Person on the next junior machine, in the same group.

Examples:

Vacancy	MT#5PM	Filled by the Sr.MT#4PM
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Vacancy	BT#4PM	Filled by the Sr.BT#3PM
---------	--------	----------------------------

Vacancy	3 rd #3PM	Filled by the Sr.4 th #5PM
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#1 PM running

Vacancy	3 rd #3PM	Filled by the Sr.3 rd #1PM
---------	----------------------	--

- 3.14 The vacancy created by moving the Senior Man on the next junior machine will be filled by a move up on the crew where the vacancy would then exist.

4.00 **FOURDRINIER FABRIC
CHANGE**

4.01 Definition

4.01.1 A fabric is either the top or bottom forming fabric on a paper machine fourdrinier.

4.01.2 Any fabric change will be considered to be started when the fabric bundle is first lifted by the overhead crane under the direction of the Head Machine Tender in charge of the fabric change.

4.01.3 Any fabric change will be considered to be completed when the Head Machine Tender declares it to be ready for operation.

4.01.4 Removal of a whole bottom fabric, totally or partially from the fourdrinier, will be considered to be a fabric change provided the removal proceeds to the point where the fourdrinier is in the aisle. In addition, the replacement of a partially removed fabric will be considered to be a fabric

change, provided the partial installation starts with the fourdrinier in the aisle.

- 4.01.5 Removal of a whole top fabric will be considered to be a fabric change only if the complete fabric is removed from the machine.

4.02 Payment

- 4.02.1 Employees called in to change a fabric will receive four (4) hours pay, six (6) hours on Statutory Holidays or Sundays, or time and one-half, whichever is greater. Employees staying over after their shift to complete an installation will be paid time and one-half.
- 4.02.2 Employees called in for putting on a fabric must report for duty within thirty (30) minutes after receiving their call. Time and one-half will be paid to those called in based on the actual time of reporting to the supervisor until the start of the fabric change at which time the normal payment for the

fabric change will commence.
Every effort will be made to
call people in at the proper
time.

4.02.3 Should a fabric be spoiled
before the change is complete
and another fabric has to be
installed, the employees
involved will be entitled to four
(4) hours only (not four (4)
hours for each fabric) or time
and one-half, whichever is
greater.

4.02.4 On non-scheduled shutdowns,
employees called in will
receive call-in pay or time and
one half, whichever is greater
for each complete installation.

4.02.5 There shall be no pyramiding
of premium pay.

4.03 Manning

4.03.1 Fabric changes will be carried
out by the tour paper machine
crew involved, the Support
Crew and the necessary
maintenance people.

4.03.2 If an employee is not available
at the time of call, a substitute

may be called at the discretion of the Head Machine Tender. The alternate will be from:

- 1) Spare List – Trained; or
- 2) Volunteer List.

4.03.3 If a fabric change goes beyond any shift change, the Head Machine Tender who originally started the fabric change will continue on this change for a maximum of one hour beyond the shift change to allow for an orderly transfer of duties with the oncoming Head Machine Tender. Payment will be time and one-half.

5.00 DRYER FABRIC PAY

5.01 A scheduled dryer fabric change begins when the Support Crew is notified by the HMT that the dryer fabric installation is ready to start. An emergency dryer fabric change begins when the old dryer fabric is cut off.

5.02 The Support Crew is expected to complete changes and related installations begun by

them. Related installations means dryer fabrics on the same machine which have not been completely removed. To be considered a complete fabric change, the fabric must be completely off the machine before installation begins.

5.03 On non-scheduled shutdowns, employees called in will receive call-in pay or time and one-half, whichever is greater for each complete installation.

5.04 When dryer fabrics are installed and stretched, the Clothing Man and the designated Support Crew member on call will stay for start-up.

6.00 PRESS FELT PAY

6.01 A scheduled felt change begins when the Support Crew is notified by the HMT that the felt installation is ready to start. An emergency felt change begins when the old felt is cut off.

6.02 The Support Crew is expected to complete changes and related installations begun by them. Related installations means felts on the same machine that have not been completely removed. To be considered a complete felt change, the felt must be completely off the machine before installation begins.

6.03 On non-scheduled shutdowns, employees called in will receive call-in pay or time and one-half, whichever is greater for each complete installation.

6.04 When felts are installed and stretched, the Clothing Man and designated support crew member on call will stay to lead the caustic wash and mix a new batch of caustic.

7.00 VACATION SCHEDULING

7.01 Guidelines

7.01.1 For all groups, including the Support Crew, time off will be scheduled two (2) weeks at a time on the first round, and

two (2) weeks at a time for successive rounds, in order of choice as indicated on the schedule.

7.01.2 "Extra Block Rest Days" must be scheduled by the last round, if entitled.

7.01.3 Vacations are to be scheduled on each crew, starting with the first person in Group A, followed by the first person in Group B and so on. Then, the second person in each group will be scheduled in the same manner.

7.01.3.1 It is permissible to skip a vacation group, providing no one is denied the opportunity to schedule F.H.s in his vacation order.

7.01.4 The Head Machine Tender on each crew is to be responsible for vacation scheduling. The Support Crew Machine Tender is to be responsible for scheduling of the Support Crew.

- 7.01.5 All vacations are to be scheduled prior to February 15. Cancelling and rescheduling will be permitted on an availability basis.
- 7.01.6 Vacation scheduling is to be started immediately following the "Draw" for Time Off.
- 7.01.7 The purpose of defining "Prime Time" is to establish a period or periods of a calendar year to which a vacation scheduling system is applied. Any time outside of a defined "Prime Time" period will be scheduled on a "first come, first serve" basis until vacation scheduling begins. The limit to the number of individuals allowed off outside of "Prime Time" will be determined by the trained workforce available at any given time.
- 7.01.8 "Prime Time" is defined as being from the first Sunday in March up to the first Sunday in January of the following year.

7.01.9 The purpose of defining “Peak Time” is to allow every employee an opportunity to have two (2) weeks or blocks off during the summer months.

7.01.10 “Peak Time” is defined as the first Sunday in June to the second Saturday in September.

7.02 Vacation Groupings

Group A 5 people(HMT(s),RHMT(s),MT(s))
Group B 5 people (MT(s),BT(s)).
Group C 5 people
Group D 5 people
Group E 5 people (including crew
vacation relief from Spare List)

Support Crew A	Clothing Man Machine Tender Back Tender 3 rd Hand 1 st Vacation Relief
Support Crew B	3 rd Hand 2 nd Vacation Relief Spare List Employee Spare List Employee Spare List Employee

7.03 Special situations will be reviewed jointly as they arise.

8.00 UNBLOCKED TIME OFF

8.01 General

8.01.1 Floating Holidays, deferred Statutory Holidays, and Permission Absences all have equal status once they have been granted.

8.01.2 Time off will be granted on the following basis:

2 employees per crew as established by vacation scheduling groups

1 employee for Support Crew vacation groups A & B

2 employees per DAY for Extra Spare List employees, providing there are at least 15 people on the Extra Spare List

otherwise

1 employee per DAY for Extra Spare List employees

No other time off granted due to Company policy will negatively impact on this allotment. When such requests are made, the Company will assume that the allotment is full.

- 8.01.3 Time off between the last Sunday in January and the first Sunday in March may be scheduled after the preceding September 1st, with a limit of two (2) men per date, not shift. This limit applies until Model Line-up approval.
- 8.01.4 Time off during "Prime Time" must go through the "Draw" process.
- 8.01.5 Applications for time off will be received until 8:00 a.m, Monday of the third week after Model Line-up approval. At that time, any crew where more than the allotted number of people off has been applied for, the luck of the draw will prevail to determine who is granted the time off. Alternates will be drawn and

recorded in order of draw for each crew and date.

- 8.01.6 Prior to the "Time Off Draw" date, and after the last day of submission of Time Off requests, one or two days will be set aside to allow the Paper Mill Superintendent or designate, along with the Paper Mill Clerk and designated Union representative, to enter those requests for Time Off into the "Time Off book" that do not exceed the allotment per group.
- 8.01.7 After the draw has been completed and vacations have been scheduled, Floating Holidays, deferred Statutory Holidays and Permission Absences will be granted on a first-come, first serve basis.
- 8.01.8 If the crew's complement of time off is filed for the day and an employee wishes consideration in case of cancellation, then the individual's name and number is to be placed in the "Time

Off Book", starting from the bottom line working up. If a cancellation occurs, his name is to be transferred to the approved list at the top of the page. A "Request for Time Off" form must be filled out.

8.01.9 Time off is approved when the HMT has initialled it.

8.01.10 Time off that has been granted (scheduled) in "Prime Time" may only be cancelled with the approval of the HMT.

8.01.11 Permission absences may only be approved one block prior to the date requested.

8.01.12 Cancellation of time off must be filled out on a "Cancellation of Time Off" slip, available in the HMT's office.

8.01.13 Promotions for time off will be on a day-to-day basis.

8.01.14 In cases of total machine shutdowns (millwides), no promotions will be made should management allow

more than the usual allotment of employees to be off.

8.02 Floating Holidays

8.02.1 Floating Holidays must be taken in the year they are meant for. No one may take Floating Holidays from the following year and use them in the current year.

8.02.2 Floating Holidays are not allowed to be scheduled on or for days of rest.

8.02.3 All Floating Holidays must be scheduled by November 1 for the current year. If not, the supervisor is to assign the day or days to be taken.

8.02.4 A maximum of 48 hours of Floating Holidays may be scheduled per year. Scheduling of and approval of more than 48 hours of Floating Holidays will result in the forfeit of all scheduled Floating Holiday hours for a period of two (2) weeks, after which they may be

rescheduled on remaining
available dates.

8.02.5 Employees calling in sick and
requesting a Floating Holiday
may only have them granted
up to the maximum allowable
time off allotment for the
day.

8.03 Procedure for Applying For
Time Off

8.03.1 Fill out form "Request for
Time Off" and present to the
Head Machine Tender for
approval.

Head Machine Tender's and
Relief Head Machine Tender's
time off forms are to be
presented to the Paper Mill
Superintendent for approval.

8.03.2 When the Head Machine
Tender approves the
"Request for Time Off", he
will write in the "Time Off
Book" the crew number, the
payroll number and name of
the individual, along with the
Head Machine Tender's
initials – all in ink.

8.03.3 The "Request for Time Off" form is to be placed in the designated box for the Paper Mill Clerk.

8.04 The Draw

8.04.1 A maximum of six requests for time off may be submitted for the draw. More than six (6) requests will result in loss of all requests in the draw, to be rescheduled on available dates at a later point in time.

8.04.2 All request forms must be filled out correctly.

1. One (1) slip, one (1) date.
2. Signed by any Head Machine Tender or Relief Head Machine Tender.
3. Correct crew number.
 - a) Crew number on Model Line-up if time off is applied for prior to Model Line-up change.

- b) Crew number of the crew that the individual is actually on, if time off is applied for after Model Line-up change.

8.04.3 Those slips not following the format in Article 8.04.2 will be removed from the draw.

8.04.4 Any duplicate requests will be removed from the draw.

8.04.5 The draw is to be made in the presence of the Paper Mill Superintendent or designate, the Paper Mill Clerk, and two Senior Union Officers.

9.00

SPRUCE FALLS INC.

WORKFORCE ADJUSTMENT PLAN

MEMORANDUM OF AGREEMENT

BETWEEN

SPRUCE FALLS INC. (The Company)

AND

THE UNION COALITION (The Unions)

Local 89 C.E.P.

Local 256 C.E.P.

Local 166 O.P.E.I.U.

Local 1149 I.B.E.W.

Local 2995 I.W.A.

Discussions having been completed on June 2, 1993 between Spruce Falls Inc. and the Union Coalition, the parties have reached agreement on the terms and conditions of an Adjustment Plan, pursuant to the Labour Relations Act, as stipulated herein.

1. Early Retirement

Spruce Falls Inc. employees; who attain the age of 55 years and have 15 years or more of pensionable service as of December 31, 1993, will be eligible to retire with an unreduced pension and also a bridging benefit, which will be the equivalent of: the value of the total bridging amount the employee would have been entitled to had he continued to work, divided by the number of months between retirement date and age 65. In addition, a supplement of \$100 per month to age 65 will be paid. Eligible employees will be individually notified of the amount of their calculated bridge, including the \$100 per month supplement. Detailed pension estimates will also be provided, upon request, to employees interested in the Early Retirement package.

The Company will have the right to retain employees, if

deemed necessary, until December 31, 1993.

Earnings for 1993 will be calculated as follows: eligible earnings to retirement date plus 40 hours x model rate of pay x number of weeks between retirement date and December 31, 1993.

Retirees will have the option of maintaining Major-Medical benefits to age 65 and Dental Benefits to age 58. The premiums for these benefits shall be paid by the retiree and are subject to change from time to time, according to the respective benefit plan costs.

The additional costs to the Pension Plan, incurred by this Early Retirement package, will be funded by the Company.

Employees who will retire under this Early Retirement package must notify the Company and sign off no later than 4:00 p.m., July 9, 1993 and must retire no later than September 30, 1993, with the

exception of employees who may be required to work until December 31, 1993.

Any problems with the application of the Early Retirement package will be referred to the Joint Union-Management Committee.

2. Voluntary Severance

During the period of July 10, 1993 to July 30, 1993, Spruce Falls Inc. employees who have not received termination notices will be eligible for voluntary severance upon providing two weeks' notice, subject to the following conditions:

- a) Employees 55 years of age with 15 years or more of service as of December 31, 1993 are not eligible for voluntary severance.
- b) The amount of severance pay will be calculated as follows: One (1) week's pay for each year of

service (maximum 26 weeks) based on the employee's May 7, 1993 model payroll rate x 40.

c) The Company will have the right to retain employees, if deemed necessary, for up to six (6) months.

d) The number of employees exercising this option will be limited to:

the total number of active employees who are eligible to retire under the Early Retirement package by Local Union

minus

the number of employees who exercise this option to retire under the Early Retirement package by Local Union.

3. Attrition Plan

a) The Company will establish workforce

requirements based on the
Core Business.

- b) The Company will provide each Local Union with a list of permanent employees to be included on an attrition list. This will be done immediately following the retirement notification deadline of July 9, 1993. Inactive employees will not be included on the list; however, it is understood that if any inactive employees return to work, they will displace the junior employee(s) on the list. The list of protected employees will not increase as a result of inactive employees returning to work.
- c) Any reductions, occurring after the workforce requirements have been established by the Company, resulting from automation, changes in methods of process, work

restructuring or changes in work practices, will be done by attrition (death, retirement, resignation, etc.).

- d) This clause will not apply for reasons of market conditions, temporary or permanent shutdown and/or temporary or permanent closures. In such cases, required lay-offs will occur as necessary.

Should a workforce reduction occur as a result of the above, impacted employees who have demoted themselves to the Spare List, will be eligible to exercise their bumping rights according to Local Union's seniority, displacing junior employees on the attrition list.

- e) This Attrition Plan does not supersede Local 2995 I.W.A. non-

monetary appendix Article
1.01(b).

4. Extension of Recall Rights

Employees who have one year or more of continuous service as of May 31, 1993 and are laid off between May 31, 1993 and May 31, 1996, shall maintain recall rights until May 31, 1998.

Employees who take severance pay will automatically waive recall rights.

5. Training

A joint Union-Management Committee will review training requirements and opportunities. The Learning Centre will coordinate training activities.

The Workers' Adjustment Centre will continue to operate for another year and will assist Spruce Falls Inc. displaced employees.

6. Shorter Work Week/ Work Sharing

The Company is willing to consider Union Proposals on a shorter work week with the understanding there will be no incremental cost to the Company.

As well, the Company is willing to consider work sharing arrangements, such as rotating of employees to and from lay-offs or other measures that can be coordinated with UIC and/or government programs.

7. Employment Beyond the Termination Date

The Company and the Mill Local Unions will jointly seek approval for work periods extending past July 31, 1993. This approval will be sought from the Director of Employment Standards for a period of 36 months.

The terms and conditions of this Adjustment Plan have been agreed to

on behalf of the concerned parties by
the undersigned on this 3rd day of
June, 1993 at Kapuskasing, Ontario.

FOR THE UNIONS

G.St.Onge
President
Local 89 CEP

J.Ballantyne
Vice-President
Local 166 OPEIU

N.Leybourne
President
Local 256 CEP

M.Micallef
President
Local 1149 IBEW

N.Rivard
President
Local 2995 IWA CANADA

FOR THE COMPANY

D.Turcotte
V.P. & Gen. Mgr.
Mill Operations

D.Goss
Vice-President
Woodlands Oper

G.Boucher
Human Resources
Manager

R.Pulsifer
Labour Relations
Superintendent

June 3, 1993

10.00 Attrition List – Local 256

	EMPLOYEE NAME	NUMBER
1	ST.ONGE, DONALD	00110
2	HUMPREY, RONALD	00127
3	BABICH, TONY	01473
4	AUDET, ANDRE R.	01962
5	DAVIDSON, WILLIAM	01988
6	URBAS, TONY	00822
7	SANFORD, ROBERT	23500
8	DESJARDINS, LOUIS	00176
9	PROULX, ANDRE	00169
10	VALADE, EDWARD	00177
11	FILION, ALBERT	00338
12	BEAUDET, ARMAND	00377
13	HOLLAND, GLEN A.	00378
14	TAILLEUR, JEAN Y.	00142
15	GAULIN, MARC A.	01442
16	VILLENEUVE, GUY J.	01701
17	LAMONTAGNE, EDWARD	01040
18	STENABAUGH, THEODORE	26759
19	SZYJKA, WESKEY	01312
20	ETHIER, CONRAD	01837
	LEMIEUX, R.(LTD)	00726
21	CAMIRAND, RAYMOND	00132
22	CORMIER, J.	00194
23	ARSENEAULT, NORBERT	00155
24	BOULIANNE, ARISTIDE	00435
25	THOMPSON, ALLEN D.	26915
26	LEVESQUE, HENRI	01617
27	BANIA, STANLEY	01673
28	CHMELIK, STAN M.	27111
29	KOSCIELNIAK, ZYGMUNT	01954
30	LAUZON, FRANCOIS J.	00124
31	STEINTHORSON, GRANT	02174
32	LEBLANC, JACQUES	02074
33	BOUDREAU, ROBERT J.	02135
34	LARABIE, MICHEL	48140
35	KEOWN, BRIAN C.	01814
36	CARRIERE, EMILE J.	02316
37	JENEAU, LEONARD G.	02326

10.00 - ATTRITION LIST - LOCAL 256

	EMPLOYEE NAME	NUMBER
38	OLFORD, THOMAS W.	02397
39	BOUCHER, ALBERT E.	02398
40	DEBLOIS, RICHARD	02067
41	MILLAR, DAVID E.	02407
42	LEYBOURNE, NORMAN	02435
43	POITRAS, ROLAND	01057
44	BOUCHER, ROBERT	00521
45	SIMARD, TIMOTHY R.	00589
46	ROUSSON, ROBERT	00628
47	GAUTHIER, MICHEL	00667
48	ARSENAULT, DONALD	01131
49	OUIMETTE, DANIEL A.	01151
50	GENIER, GEORGES D.	01288
51	LAROUCHE, GUY M.	01265
52	OUIMETTE, MARCEL N.	01297
53	TURGEON, CLAUDE	01381
54	ROUSSY, JOHN B.	01390
55	MACINTYRE, DANA J.	01472
56	MCBRIDE, BRIAN J.	01745
57	AUBIN, CLAUDE	01750
58	CARRIERE, NORMAND	02576
59	GREGOIRE, PAUL S.	01804
60	RITCHIE, DERRICK	01891
61	PARENT, L. ANTHONY	26437
62	THEBERGE, GILLES M.	02050
63	CARRIERE, KENNETH	00152
64	BENSON, GLEN R.	02690
65	SIMPSON, WILLIAM H.	01836
66	DEMONTIGNY, MICHEL	00590
67	ARSENAULT, BRUCE J.	01336
68	RODRIGUE, DENIS J.	26232
69	LALONDE, AURELE J.A.	02741
70	OUELLETTE, MICHEL R.	02739
71	DESILETS, R. MAURICE	00964
72	NOLET, JEAN J.	02743
73	ROUTHIER, JULES A.	02748
74	VAN-LITH, ALBERT H.	02704
75	JOHNSON, MARK D.	26551
76	JOLIE, YVON R.	02782

10.00 - ATTRITION LIST - LOCAL 256

	<u>EMPLOYEE NAME</u>	<u>NUMBER</u>
77	GIASSON, LOUIS G.	02788
78	BROWN, MARK K.	48202
79	D'AMOURS, MARTIN G	02925
80	LOSIER, DAVID F.	02897
81	FOURNIER, ANTHONY	02965
82	MARIN, DONALD O.	02850
83	CAYOUE, CLAUDE	02809
84	MCCARTNEY, BARRY	01739
85	MATZELLE, JOE	00903
86	DUBEAU, ROLAND J.	02271

HUMAN RESOURCES
AUGUST 26, 1993

11.00 PAPERMAKERS WAGE SCALE

Open up once a year
(October 1st)

Take speed average
once/week

At end of year, take
average of all weeks and
pay for coming year on
overall average

Note: The following speeds
have been agreed to
for October 1, 1999:

#1 P.M. 2 100 fpm – C/49

#3&4 P.M. 2600 fpm – C/59

#5 P.M. 3150 fpm – C/73

Attach following jobs to Paper
Maker's Wage Scale:

H.M.T.-5% above #5 P.M.
M.T.

Support Crew – Average
of #1, 3, 4, 5, P.M.

Clothing Man – Support
Crew M.T.

Stockrunner Senior –
Highest paid B.T.

Stockrunner Junior –
Average B.T. rate

Assistant Stockrunner –
Highest paid 4th Hand +
.80¢

- Trainer, with exception of
G. Villeneuve, (status quo)
as per Labour Agreement
Article 21 .00

Utility Person – Average
of 6th Hand on #3 and #4

Crew Relief – Average of
6th Hand on #3 and #4

Spare List/Butt Cutter –
Status quo
(\$18.98/hr. + wage
increases)

PAPERMAKERS WAGE SCALE (Continued)

Speed In ft/min	Width of Machine in Inches											
	200	210	220	230	240	250	260	270	280	290	300	
1850	40	41	42	43	44	45	46	47	48	49	50	
1900	41	42	43	44	45	46	47	48	49	50	51	
1950	42	43	44	45	46	47	48	49	50	51	52	
2000	43	44	45	46	47	48	49	50	51	52	53	
2050	44	45	46	47	48	49	50	51	52	53	54	
2100	45	46	47	48	49	50	51	52	53	54	55	
2150	46	47	48	49	50	51	52	53	54	55	56	
2200	47	48	49	50	51	52	53	54	55	56	57	
2250	48	49	50	51	52	53	54	55	56	57	58	
2300	49	50	51	52	53	54	55	56	57	58	59	
2350	50	51	52	53	54	55	56	57	58	59	60	
2400	51	52	53	54	55	56	57	58	59	60	61	
2450	52	53	54	55	56	57	58	59	60	61	62	
2500	53	54	55	56	57	58	59	60	61	62	63	
2550	54	55	56	57	58	59	60	61	62	63	64	
2600	55	56	57	58	59	60	61	62	63	64	65	
2650	56	57	58	59	60	61	62	63	64	65	66	
2700	57	58	59	60	61	62	63	64	65	66	67	
2750	58	59	60	61	62	63	64	65	66	67	68	
2800	59	60	61	62	63	64	65	66	67	68	69	
2850	60	61	62	63	64	65	66	67	68	69	70	
2900	61	62	63	64	65	66	67	68	69	70	71	
2950	62	63	64	65	66	67	68	69	70	71	72	
3000	63	64	65	66	67	68	69	70	71	72	73	
3050	64	65	66	67	68	69	70	71	72	73	74	
3100	65	66	67	68	69	70	71	72	73	74	75	
3150	66	67	68	69	70	71	72	73	74	75	76	
3200	67	68	69	70	71	72	73	74	75	76	77	
3250	68	69	70	71	72	73	74	75	76	77	78	
3300	69	70	71	72	73	74	75	76	77	78	79	
3350	70	71	72	73	74	75	76	77	78	79	80	
3400	71	72	73	74	75	76	77	78	79	80	81	
3450	72	73	74	75	76	77	78	79	80	81	82	

PAPERMAKERS WAGE SCALE (Continued)

Speed In ft/min	Width of Machine in Inches											
	200	210	220	230	240	250	260	270	280	290	300	
3500	73	74	75	76	77	78	79	80	81	82	83	
3550	74	75	76	77	78	79	80	81	82	83	84	
3600	75	76	77	78	79	80	81	82	83	84	85	
3650	76	77	78	79	80	81	82	83	84	85	86	
3700	77	78	79	80	81	82	83	84	85	86	87	
3750	78	79	80	81	82	83	84	85	86	87	88	
3800	79	80	81	82	83	84	85	86	87	88	89	
3850	80	81	82	83	84	85	86	87	88	89	90	
3900	81	82	83	84	85	86	87	88	89	90	91	
3950	82	83	84	85	86	87	88	89	90	91	92	
4000	83	84	85	86	87	88	89	90	91	92	93	
4050	84	85	86	87	88	89	90	91	92	93	94	
4100	85	86	87	88	89	90	91	92	93	94	95	
4150	86	87	88	89	90	91	92	93	94	95	96	
4200	87	88	89	90	91	92	93	94	95	96	97	
4250	88	89	90	91	92	93	94	95	96	97	98	
4300	89	90	91	92	93	94	95	96	97	98	99	
4350	90	91	92	93	94	95	96	97	98	99	100	
4400	91	92	93	94	95	96	97	98	99	100	101	
4450	92	93	94	95	96	97	98	99	100	101	102	
4500	93	94	95	96	97	98	99	100	101	102	103	

11.00 PAPERMAKERS WAGE SCALE
(Cont'd)

WAGE SCALE RATES - OCTOBER 1, 1999

Class	M.T.	B.T	3 RD	4 TH	5 TH	6 TH
40	27.85	26.48	24.04	21.89	21.27	20.42
41	27.96	26.62	24.14	21.96	21.30	20.42
42	28.09	26.68	24.17	22.00	21.34	20.42
43	28.14	26.82	24.26	22.03	21.40	20.42
44	28.26	26.91	24.29	22.19	21.49	20.46
45	28.41	27.04	24.40	22.21	21.51	20.46
46	28.47	27.09	24.50	22.28	21.54	20.46
47	28.56	27.18	24.58	22.30	21.55	20.61
48	28.70	27.36	24.69	22.32	21.59	20.62
49	28.77	27.42	24.74	22.33	21.60	20.64
50	28.84	27.52	24.77	22.42	21.63	20.66
51	29.02	27.56	24.81	22.46	21.74	20.68
52	29.08	27.72	24.87	22.54	21.76	20.69
53	29.17	27.84	24.97	22.58	21.77	20.72
54	29.26	27.86	25.06	22.63	21.79	20.74
55	29.38	28.01	25.17	22.64	21.81	20.80
56	29.46	28.13	25.20	22.66	21.86	20.85
57	29.52	28.23	25.30	22.67	21.87	20.86
58	29.73	28.36	25.41	22.72	21.88	20.87
59	29.77	28.46	25.44	22.75	21.89	20.88
60	29.91	28.53	25.62	22.79	21.95	20.89
61	29.96	28.72	25.67	22.81	22.00	20.90
62	30.09	28.77	25.73	22.89	22.11	20.91
63	30.21	28.83	25.77	22.90	22.17	20.96
64	30.28	29.02	25.87	22.97	22.19	20.98
65	30.37	29.08	25.94	22.99	22.21	20.99
66	30.52	29.21	26.08	23.03	22.26	21.02
67	30.59	29.27	26.13	23.07	22.28	21.07
68	30.70	29.44	26.20	23.10	22.30	21.14
69	30.83	29.49	26.24	23.15	22.32	21.15
70	30.96	29.63	26.36	23.21	22.42	21.18
71	31.03	29.68	26.40	23.23	22.43	21.20
72	31.14	29.80	26.48	23.28	22.46	21.22
73	31.25	29.90	26.55	23.31	22.51	21.25
74	31.34	29.99	26.64	23.35	22.54	21.27
75	31.45	30.11	26.72	23.38	22.58	21.30
76	31.56	30.21	26.79	23.42	22.61	21.34
77	31.65	30.30	26.86	23.45	22.65	21.38

PAPERMAKERS WAGE SCALE (Con'td)

WAGE SCALE RATES - OCTOBER 1, 2000						
Class	M...T	B.. T	3 RD	4 TH	5 TH	6 TH
40	28.35	26.98	24.54	22.39	21.77	20.92
41	28.46	27.12	24.64	22.46	21.80	20.92
42	28.59	27.18	24.67	22.50	21.84	20.92
43	28.64	27.32	24.76	22.53	21.90	20.92
44	28.76	27.41	24.79	22.69	21.99	20.96
45	28.91	27.54	24.90	22.71	22.01	20.96
46	28.97	27.59	25.00	22.78	22.04	20.96
47	29.06	27.68	25.08	22.80	22.05	21.1 1
48	29.20	27.86	25.19	22.82	22.09	21.12
49	29.27	27.92	25.24	22.83	22.10	21.14
50	29.34	28.02	25.27	22.92	22.13	21.16
51	29.52	28.06	25.31	22.96	22.24	21.18
52	29.58	28.22	25.37	23.04	22.26	21.19
53	29.67	28.34	25.47	23.08	22.27	21.22
54	29.76	28.36	25.56	23.13	22.29	21.24
55	29.88	28.51	25.67	23.14	22.31	21.30
56	29.96	28.63	25.70	23.16	22.36	21.35
57	30.02	28.73	25.80	23.17	22.37	21.36
58	30.23	28.86	25.91	23.22	22.38	21.37
59	30.27	28.96	25.94	23.25	22.39	21.38
60	30.41	29.03	26.12	23.29	22.45	21.39
61	30.46	29.22	26.17	23.31	22.50	21.40
62	30.59	29.27	26.23	23.39	22.61	21.41
63	30.71	29.33	26.27	23.40	22.67	21.46
64	30.78	29.52	26.37	23.47	22.69	21.48
65	30.87	29.58	26.44	23.49	22.71	21.49
66	31.02	29.71	26.58	23.53	22.76	21.52
67	31.09	29.77	26.63	23.57	22.78	21.57
68	31.20	29.94	26.70	23.60	22.80	21.64
69	31 .33	29.99	26.74	23.65	22.82	21.65
70	31.46	30.13	26.86	23.71	22.92	21.68
71	31.53	30.18	26.90	23.73	22.93	21.70
72	31.64	30.30	26.98	23.78	22.96	21.72
73	31.75	30.40	27.05	23.81	23.01	21.75
74	31.84	30.49	27.14	23.85	23.04	21.77
75	31.95	30.61	27.22	23.88	23.08	21.80
76	32.06	30.71	27.29	23.92	23.1 1	21.84
77	32.15	30.80	27.36	23.95	23.15	21.88

PAPERMAKERS WAGE SCALE (Cont'd)

WAGE SCALE RATES - OCTOBER 1, 2001 - +.50						
Class	M.T.	B.T.	3 RD	4 TH	5 TH	6 TH
40	28.85	27.48	25.04	22.89	22.27	21.42
41	28.96	27.62	25.14	22.96	22.30	21.42
42	29.09	27.68	25.17	23.00	22.34	21.42
43	29.14	27.82	25.26	23.03	22.40	21.42
44	29.26	27.91	25.29	23.19	22.49	21.46
45	29.41	28.04	25.40	23.21	22.51	21.46
46	29.47	28.09	25.50	23.28	22.54	21.46
47	29.56	28.18	25.58	23.30	22.55	21.61
48	29.70	28.36	25.69	23.32	22.59	21.62
49	29.77	28.42	25.74	23.33	22.60	21.64
50	29.84	28.52	25.77	23.42	22.63	21.66
51	30.02	28.56	25.81	23.46	22.74	21.68
52	30.08	28.72	25.87	23.54	22.76	21.69
53	30.17	28.84	25.97	23.58	22.77	21.72
54	30.26	28.86	26.06	23.63	22.79	21.74
55	30.38	29.01	26.17	23.64	22.81	21.80
56	30.46	29.13	26.20	23.66	22.86	21.85
57	30.52	29.23	26.30	23.67	22.87	21.86
58	30.73	29.36	26.41	23.72	22.88	21.87
59	30.77	29.46	26.44	23.75	22.89	21.88
60	30.91	29.53	26.62	23.79	22.95	21.89
61	30.96	29.72	26.67	23.81	23.00	21.90
62	31.09	29.77	26.73	23.89	23.11	21.91
63	31.21	29.83	26.77	23.90	23.17	21.96
64	31.28	30.02	26.87	23.97	23.19	21.98
65	31.37	30.08	26.94	23.99	23.21	21.99
66	31.52	30.21	27.08	24.03	23.26	22.02
67	31.59	30.27	27.13	24.07	23.28	22.07
68	31.70	30.44	27.20	24.10	23.30	22.14
69	31.83	30.49	27.24	24.15	23.32	22.15
70	31.96	30.63	27.36	24.21	23.42	22.18
71	32.03	30.68	27.40	24.23	23.43	22.20
72	32.14	30.80	27.48	24.28	23.46	22.22
73	32.25	30.90	27.55	24.31	23.51	22.25
74	32.34	30.99	27.64	24.35	23.54	22.27
75	32.45	31.11	27.72	24.38	23.58	22.30
76	32.56	31.21	27.79	24.42	23.61	22.34
77	32.65	31.30	27.86	24.45	23.65	22.38

PAPERMAKERS WAGE SCALE (Cont'd)

WAGE SCALE RATES – OCTOBER 1, 2002 - + 2%						
Class	M.T.	B.T	3 RD	4 TH	5 TH	6 TH
40	29.43	28.03	25.54	23.35	22.72	21.85
41	29.54	28.17	25.64	23.42	22.75	21.85
42	29.67	28.23	25.67	23.46	22.79	21.85
43	29.72	28.38	25.77	23.49	22.85	21.85
44	29.85	28.47	25.80	23.65	22.94	21.89
45	30.00	28.60	25.91	23.67	22.96	21.89
46	30.06	28.65	26.01	23.75	22.99	21.89
47	30.15	28.74	26.09	23.77	23.00	22.04
48	30.29	28.93	26.20	23.79	23.04	22.05
49	30.37	28.99	26.25	23.80	23.05	22.07
50	30.44	29.09	26.29	23.89	23.08	22.09
51	30.62	29.13	26.33	23.93	23.19	22.11
52	30.68	29.29	26.39	24.01	23.22	22.12
53	30.77	29.42	26.49	24.05	23.23	22.15
54	30.87	29.44	26.58	24.10	23.25	22.17
55	30.99	29.59	26.69	24.11	23.27	22.24
56	31.07	29.71	26.72	24.13	23.32	22.29
57	31.13	29.81	26.83	24.14	23.33	22.30
58	31.34	29.95	26.94	24.19	23.34	22.31
59	31.39	30.05	26.97	24.23	23.35	22.32
60	31.53	30.12	27.15	24.27	23.41	22.33
61	31.58	30.31	27.20	24.29	23.46	22.34
62	31.71	30.37	27.26	24.37	23.57	22.35
63	31.83	30.43	27.31	24.38	23.63	22.40
64	31.91	30.62	27.41	24.45	23.65	22.42
65	32.00	30.68	27.48	24.47	23.67	22.43
66	32.15	30.81	27.62	24.51	23.73	22.46
67	32.22	30.88	27.67	24.55	23.75	22.51
68	32.33	31.05	27.74	24.58	23.77	22.58
69	32.47	31.10	27.78	24.63	23.79	22.59
70	32.60	31.24	27.91	24.69	23.89	22.62
71	32.67	31.29	27.95	24.71	23.90	22.64
72	32.78	31.42	28.03	24.77	23.93	22.66
73	32.90	31.52	28.10	24.80	23.98	22.70
74	32.99	31.61	28.19	24.84	24.01	22.72
75	33.10	31.73	28.27	24.87	24.05	22.75
76	33.21	31.83	28.35	24.91	24.08	22.79
77	33.30	31.93	28.42	24.94	24.12	22.83

PAPERMAKERS WAGE SCALE (Cont'd)

WAGE SCALE RATES – OCTOBER 1, 2003 - 2%						
Class	M..T.	B.T	3 RD	4 TH	5 TH	6 TH
40	30.02	28.59	26.05	23.82	23.17	22.29
41	30.13	28.73	26.15	23.89	23.21	22.29
42	30.26	28.79	26.18	23.93	23.25	22.29
43	30.31	28.95	26.29	23.96	23.31	22.29
44	30.45	29.04	26.32	24.12	23.40	22.33
45	30.60	29.17	26.43	24.14	23.42	22.33
46	30.66	29.22	26.53	24.23	23.45	22.33
47	30.75	29.31	26.61	24.25	23.46	22.48
48	30.90	29.51	26.72	24.27	23.50	22.49
49	30.98	29.57	26.78	24.28	23.51	22.51
50	31.05	29.67	26.82	24.37	23.54	22.53
51	31.23	29.71	26.86	24.41	23.65	22.55
52	31.29	29.88	26.92	24.49	23.68	22.56
53	31.39	30.01	27.02	24.53	23.69	22.59
54	31.49	30.03	27.11	24.58	23.72	22.61
55	31.61	30.18	27.22	24.59	23.74	22.68
56	31.69	30.30	27.25	24.61	23.79	22.74
57	31.75	30.41	27.37	24.62	23.80	22.75
58	31.97	30.55	27.48	24.67	23.81	22.76
59	32.02	30.65	27.51	24.71	23.82	22.77
60	32.16	30.72	27.69	24.76	23.88	22.78
61	32.21	30.92	27.74	24.78	23.93	22.79
62	32.34	30.98	27.81	24.86	24.04	22.80
63	32.47	31.04	27.86	24.87	24.10	22.85
64	32.55	31.23	27.96	24.94	24.12	22.87
65	32.64	31.29	28.03	24.96	24.14	22.88
66	32.79	31.43	28.17	25.00	24.20	22.91
67	32.86	31.50	28.22	25.04	24.23	22.96
68	32.98	31.67	28.29	25.07	24.25	23.03
69	33.12	31.72	28.34	25.12	24.27	23.04
70	33.25	31.86	28.47	25.18	24.37	23.07
71	33.32	31.92	28.51	25.20	24.38	23.09
72	33.44	32.05	28.59	25.27	24.41	23.1 1
73	33.56	32.15	28.66	25.30	24.46	23.15
74	33.65	32.24	28.75	25.34	24.49	23.17
75	33.76	32.36	28.84	25.37	24.53	23.21
76	33.87	32.47	28.92	25.41	24.56	23.25
77	33.97	32.57	28.99	25.44	24.60	23.29

PAPERMAKERS WAGE SCALE (Cont'd)

WAGE SCALE RATES – OCTOBER 1, 2004 . 2%						
Class	M.T.	B.T	3 RD	4 TH	5 TH	6 TH
40	30.62	29.16	26.57	24.30	23.63	22.74
41	30.73	29.30	26.67	24.37	23.67	22.74
42	30.87	29.37	26.70	24.41	23.72	22.74
43	30.92	29.53	26.82	24.44	23.78	22.74
44	31.06	29.62	26.85	24.60	23.87	22.78
45	31.21	29.75	26.96	24.62	23.89	22.78
46	31.27	29.80	27.06	24.71	23.92	22.78
47	31.37	29.90	27.14	24.74	23.93	22.93
48	31.52	30.10	27.25	24.76	23.97	22.94
49	31.60	30.16	27.32	24.77	23.98	22.96
50	31.67	30.26	27.36	24.86	24.01	22.98
51	31.85	30.30	27.40	24.90	24.12	23.00
52	31.92	30.48	27.46	24.98	24.15	23.01
53	32.02	30.61	27.56	25.02	24.16	23.04
54	32.12	30.63	27.65	25.07	24.19	23.06
55	32.24	30.78	27.76	25.08	24.21	23.13
56	32.32	30.91	27.80	25.10	24.27	23.19
57	32.39	31.02	27.92	25.11	24.28	23.21
58	32.61	31.16	28.03	25.16	24.29	23.22
59	32.66	31.26	28.06	25.20	24.30	23.23
60	32.80	31.33	28.24	25.26	24.36	23.24
61	32.85	31.54	28.29	25.28	24.41	23.25
62	32.99	31.60	28.37	25.36	24.52	23.26
63	33.12	31.66	28.42	25.37	24.58	23.31
64	33.20	31.85	28.52	25.44	24.60	23.33
65	33.29	31.92	28.59	25.46	24.62	23.34
66	33.45	32.06	28.73	25.50	24.68	23.37
67	33.52	32.13	28.78	25.54	24.71	23.42
68	33.64	32.30	28.86	25.57	24.74	23.49
69	33.78	32.35	28.91	25.62	24.76	23.50
70	33.92	32.50	29.04	25.68	24.86	23.53
71	33.99	32.56	29.08	25.70	24.87	23.55
72	34.1 1	32.69	29.16	25.78	24.90	23.57
73	34.23	32.79	29.23	25.81	24.95	23.61
74	34.32	32.88	29.33	25.85	24.98	23.63
75	34.44	33.01	29.42	25.88	25.02	23.67
76	34.55	33.12	29.50	25.92	25.05	23.72
77	34.65	33.22	29.57	25.95	25.09	23.76

12.00 W A G E R A T E S &
CLASSIFICATIONS ,
MACHINE CREW RATES

	<u>#1</u>	<u>#3</u>	<u>& #4</u>	<u>#5</u>
Machine Tender				
Back Tender				
Third Hand			See	
Fourth Hand			Papermakers	
Fifth Hand			Wage Scale	
Sixth Hand				
Crew Relief				
Head Machine Tender				
Trainer				
Paper Tester			See	
- Lowest Paid			Papermakers	
5 th Hand + .05			Wage Scale	
Paper Mill Runner				
- Average 6 th Hand				
#1 & #3 P.M.				
Kraft Utility & Spare				
List				
SUPPORT CREW				
Clothing Man			See	
Machine Tender			Papermakers	
Back Tender			Wage Scale	
Third Hand				
Sixth Hand				
			See	
STOCK PREPARATION			Papermakers	
Stockrunner Senior			Wage Scale	
Stockrunner Junior				
Assistant Stockrunner				

WAGE RATES & CLASSIFICATIONS
(Continued)

	<u>Oct.1, 1999</u>	<u>Oct.1, 2000</u>	<u>Oct.1, 2001</u>
SPARE LIST RATE	19.55	20.05	20.96
	<u>Oct.1, 2002</u>	<u>Oct.1, 2003</u>	<u>Oct.1, 2004</u>
	20.96	21.38	21.81

N.B. Support crew rates are established by averaging rates of #1, #3 #4, and #5 paper machines.

N.B. Trainer rate applied to present Trainer only (G. Villeneuve). Other employees assigned as Trainers will be paid as per Article 21.00 of Labour Agreement.

13.00 PROMOTION FOR TOUR WORKERS

13.01 Promotions to all tour jobs in a line of progression within the jurisdiction of Local 256 shall be by classified seniority, with the senior man being trained and given a trial period. Should the senior man not prove qualified after his training period, the second senior man will be given a chance.

13.02 In case of the refusal of the senior man to accept the promotion, the second senior man will be offered the job, and so on down the line until the job is filled. A senior employee may only refuse a promotion if mutually agreeable between Union and Company.

13.03 Lay-offs from the tour jobs will be on a seniority basis, the last man in being the first man out.

13.04 Should a new job outside the line of progression be created or should a new line of progression be established, the job vacancy or vacancies will be posted. The most senior employees within the jurisdiction of the local who have the required minimum qualifications will be provided with a training and trial period of 480 regular hours of work before final selection is made.

LOCAL AGREEMENT

BETWEEN

SPRUCE FALLS INC.

KAPUSKASING, ONTARIO

AND

THE OFFICE

AND

PROFESSIONAL EMPLOYEES

INTERNATIONAL UNION – LOCAL 166

October 1, 1999 to September 30, 2005

;

Local Agreements listed in the index shall continue in full force and effect for the term of the Collective Agreement from October 1, 1999 to September 30, 2005 and shall not be altered, except by mutual consent.

Dated the 1 8th day of October, 1999.

FOR THE UNION

FOR THE COMPANY

E. Prokopick
President
Local 166 OPEIU

M. Tremblay
Labour Relations
Superintendent

G. McMeekin
Coalition Leader

S. Koshowski
V.P. & Gen. Mgr. -
Spruce Falls
Operations

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1.00 ADMINISTRATION OF JOB
EVALUATION PLAN

1. New occupations will be evaluated and categorized using the Job Comparison Plan agreed to between Spruce Falls Inc. Management and Local 166 representatives in November 1993 and used to establish Job Classifications in 1994 by the Joint Salaried Evaluation Committee.

New occupations will be reviewed after six months to determine whether a true evaluation was reached at the original rating sessions. The position description will be reviewed and revised if necessary. If changes have occurred to change the original evaluation and rating, a retroactive adjustment of salary will be made.

2. Either party may request the re-evaluation, at any time, of an occupation, which has significant changes in duties and responsibility. Upon a request, the Joint Salaried Evaluation Committee shall, within thirty (30) days, evaluate the position and submit its decision.

In cases where the Joint Salaried Evaluation Committee cannot reach an agreement, the Job Evaluation Steering Committee will review and decide.

When a job has been re-evaluated to another classification, the employee shall be adjusted to the new rate, retroactive to date of submission for evaluation.

3. a) When an employee is promoted or bumped,

the individual shall receive the rate of the new job.

b) When an employee is moved to another position permanently, all time spent on that job prior to the move will determine the rate of pay.

4. Progression from the minimum to the maximum salary in each grade will be in accordance with the time set forth in the 8-Grade Wage scale which forms part of this agreement. The progression will be automatic unless Management determines that the employee's work has not been satisfactory, and provides the employee with the reason in writing.

This Article is subject to the grievance procedure.

2.00 FLEX-TIME SYSTEM

The schedule for office workers shall be on a 37-1/2 hour basis, Monday to Friday, except as required in functions supporting operations and maintenance. This schedule shall include a 15-minute coffee break in the first half of their work day.

The standard work day will be 7:30 a.m. to 4:00 p.m., with a one-hour lunch period (12:00 noon to 1:00 p.m.). The core period during which all employees will normally be at work is 8:00 a.m. to 3:30 p.m. Lunch periods will be of half-hour or one-hour duration.

Other suggested schedules are:

1. 7:30 a.m. to 4:30 p.m.,
one-hour lunch period
(12:00 noon to 1:00 p.m.)

2. 8:00 a.m. to 4:00 p.m.,
half-hour lunch period
(12:00 noon to
12:30 p.m.)

3. 7:30 a.m. to 3:30 p.m.,
half-hour lunch period
(11:30 a.m. to 12:00
noon)

Alternate schedules may be arranged on a departmental basis to best suit the need of employees and operational requirements of the department. All work schedules must be approved by the department supervisor.

To meet special operating needs of some departments, different 7-1/2 hour schedules may be arranged as has been done in the past.

7:00-8:00 a.m. - a.m.	8:00-11:30 a.m. - a.m.	11:30-1:30 a.m. - p.m.
Flex Time	Core Time	Flex Lunch

1:30 - 3:30 p.m.- p.m.	3:30 - 4:30 p.m. - p.m.
Core Time	Flex Time

3.00 DEMOTIONS

The individual who has bumped into a department or entered the department through a job posting, may be displaced from that position by a downward bump from within the department by a person on the same or higher salary level who has greater Local Union seniority, or through the normal bumping procedure from outside the department.

In the event of a bump from within or outside the department, the person affected would demote within the department in accordance with Local Union seniority. The person with the least Local Union seniority bumping out of the department would exercise bumping rights, displacing the employee with the least seniority on the same, or on a lower, Local Union salaried job.

Bumping will follow the above noted procedure, provided the employee has Local Union seniority and has the qualifications and the ability to fill the position.

4.00

LETTER OF UNDERSTANDING

BETWEEN

SPRUCE FALLS INC.

AND

THE OFFICE
AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION – LOCAL 166

SENIORITY

Seniority for those employees within the jurisdiction of the bargaining unit prior to the first day of September, 1970, shall mean length of continuous service with the Company. Seniority for employees becoming part of the bargaining unit on or after the first day of September, 1970 shall be computed from the date of entrance into the bargaining unit.

FOR THE UNION

E. Rempel –
President -
Local 166 OPEIU

L. Fraser
Vice -- President --
Local 166 OPEIU

FOR THE COMPANY

R. Pulsifer
Labour Relations Superintendent

D. Turcotte
Vice President & Gen. Mgr.
Mill Operations

K. Darbyson
Director -- Human Resources

Date: August 30, 1994

LETTER OF UNDERSTANDING

BETWEEN

SPRUCE FALLS INC.

AND

THE OFFICE
AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION – LOCAL 166

WORKLOAD SHARING

In sections where workload sharing is presently common practice under certain situations, such practices will not be altered.

FOR THE UNION

E. Rempel – President
Local 166 OPEIU

L. Fraser – Vice President
Local 166 OPEIU

FOR THE COMPANY

R. Pulsifer -
Labour Relations
Superintendent

D. Turcotte-V.P.
& Gen.Mgr.
Mill Operations

K. Darbyson-Director
Human Resources

Date: August 30, 1994

6.00 LINES OF PROGRESSION ~
LOCAL 166

PURCHASING Grade

Purchasing Coordinator
 - Maintenance
Local Order Clerk
Woodlands Order Clerk
Follow-up Clerk Typist 4
Purchase Order Typist

CUSTOMER SERVICES

Paper Planner 7
Traffic &
 Customer Coordinator 7
Traffic Clerk 5

Shipper
Passenger Traffic Clerk-Typist

WAREHOUSE SERVICES

Mill Warehouse

Head Receiving Clerk 6
Kardex Clerk
Warehouse Services 5
General Spare Parts Kardex Clerk
General Stock Kardex Clerk
Receiving Clerk
Warehouse Inventory Clerk

Woodlands Warehouse

Senior Partsperson
Junior Partsperson
Head Receiving Clerk
Receiving & Shipping Clerk

MILL MAINTENANCE

Maintenance Coordinator-Mill 8

Maintenance Planning Clerk ~ Typist

Maintenance Engineering Clerk
Maintenance Clerk ~ Typist..... 6

Clerk – Steno (Major Projects)

MAJOR PROJECTS

Engineering Clerk 5
Design & Development Clerk

HUMAN RESOURCES

Safety & Compensation Clerk (Mill)

Learning Centre Clerk-Typist 6

FINANCIAL & ACCOUNTING SERVICES

Benefits and Employment Services

Benefits Clerk
Benefits Clerk-Typist

Employment Clerk-Typist 4
Employment & Safety Clerk-Typist

General Accounting

General Accounting Utility Clerk
Accounts Payable Clerk I 3
Accounts Payable Clerk II 3
Billing Clerk 3
Warehousing Clerk
Voucher Clerk ,.....I..... 4

Mill Cost

Cost Systems Coordinator	6
Mill Statistician	3

Woodlands Cost

Woodlands Cost	
Accounting Clerk	5
Accounting Clerk	
Camp Accounting Clerk	

Payroll

Senior Payroll Clerk	5
Payroll Clerk III	
Payroll Clerk &	
Systems Operator	4

Data Centre

Data Centre Operator IV	
Data Centre Operator III	
Data Centre Operator II	
Data Centre Operator I (Part Time)	

Steno Pool

Senior Stenographer	
Utility Stenographer	
Stenographer	

Main Office

Receptionist – Typist 4

YARD SERVICES

Office Services Clerk
Mail Sorter-Cleaner 2
Office Cleaner 1

PAPER MILL

Paper Mill Clerk 4

TECHNICAL

Paper Quality Tester 7
Standards Tester 6
Utility Tester
Air Quality Tester 6
Laboratory Tester
Quality Statistical Clerk 3

WOODLANDS

Plant & Equipment

Maintenance Coordinator
Woodlands 7

Clerk-Typist

Forestry Services

Janitor – Woods

Sawmill

Warehouse/Maintenance
Planning Clerk 6

Lumber Sales Coordinator 6
Clerk Typist 6

**7.00 WAGE RATE &
CLASSIFICATIONS**

	Oct. 1/ 1999	Oct. II 2000	Oct.1/ 2001
	<u>3%</u>	<u>0.50</u>	<u>0.50</u>
<u>GRADE 1</u>			
I Minimum	18.67	19.17	19.67
2-6 mos.	18.86	19.36	19.86
3-12 mos.	19.04	19.54	20.04
4-18 mos.	19.24	19.74	20.24
5-24 mos.	19.43	19.93	20.43
<u>GRADE 2</u>			
I Minimum	19.44	19.94	20.44
2-6 mos.	19.67	20.17	20.67
3-12 mos.	19.89	20.39	20.89
4-18 mos.	20.12	20.62	21.12
5-24 mos.	20.33	20.83	21.33
<u>GRADE 3</u>			
1 Minimum	20.34	20.84	21.34
2-6 mos.	20.59	21.09	21.59
3-12 mos.	20.82	21.32	21.82
4-18 mos.	21.05	21.55	22.05
5-24 mos.	21.28	21.78	22.28
<u>GRADE 4</u>			
I Minimum	21.29	21.79	22.29
2-6 mos.	21.60	22.10	22.60
3-12 mos.	21.91	22.41	22.91
4-18 mos.	22.23	22.73	23.23
5-24 mos.	22.54	23.04	23.54

WAGE RATES & CLASSIFICATIONS -
LOCAL 166 (Cont'd)

	Oct. 1/ <u>2002</u>	Oct. 1/ <u>2003</u>	Oct. 1/ <u>2004</u>
	<u>2%</u>	<u>2%</u>	<u>2%</u>
<u>GRADE 1</u>			
1 Minimum	20.06	20.46	20.87
2-6 mos.	20.26	20.67	21.08
3-12 mos.	20.44	20.85	21.27
4-18 mos.	20.64	21.05	21.47
5-24 mos.	20.84	21.26	21.69
<u>GRADE 2</u>			
1 Minimum	20.85	21.27	21.70
2-6 mos.	21.08	21.50	21.93
3-12 mos.	21.31	21.74	22.17
4-18 mos.	21.54	21.97	22.41
5-24 mos.	21.76	22.20	22.64
<u>GRADE 3</u>			
1 Minimum	21.77	22.21	22.65
2-6 mos.	22.02	22.46	22.91
3-12 mos.	22.26	22.71	23.16
4-18 mos.	22.49	22.94	23.40
5-24 mos.	22.73	23.18	23.64
<u>GRADE 4</u>			
1 Minimum	22.74	23.19	23.65
2-6 mos.	23.05	23.51	23.98
3-12 mos.	23.37	23.84	24.32
4-18 mos.	23.69	24.16	24.64
5-24 mos.	24.01	24.49	24.98

WAGE RATES & CLASSIFICATIONS -
LOCAL 166 (Cont'd)

	Oct. 1/ <u>1999</u>	Oct. II <u>2000</u>	Oct.1/ <u>2001</u>
	<u>3%</u>	<u>0.50</u>	0.50
<u>GRADE 5</u>			
1 Minimum	22.55	23.05	23.55
2-6 mos.	22.80	23.30	23.80
3-12 mos.	23.04	23.54	24.04
4-18 mos.	23.27	23.77	24.27
5-24 mos.	23.49	23.99	24.49
<u>GRADE 6</u>			
1 Minimum	23.50	24.00	24.50
2-6 mos.	23.92	24.42	24.92
3-12 mos.	24.31	24.81	25.31
4-18 mos.	24.69	25.19	25.69
5-24 mos.	25.08	25.58	26.08
<u>GRADE 7</u>			
1 Minimum	25.09	25.59	26.09
2-6 mos.	25.57	26.07	26.57
3-12 mos.	26.06	26.56	27.06
4-18 mos.	26.56	27.06	27.56
5-24 mos.	27.07	27.57	28.07
<u>GRADE 8</u>			
1 Minimum	27.08	27.58	28.08
2-6 mos.	27.45	27.95	28.45
3-12 mos.	27.84	28.34	28.84
4-18 mos.	28.23	28.73	29.23
5-24 mos.	28.63	29.13	29.63

**WAGE RATES & CLASSIFICATIONS -
LOCAL 166 (Cont'd)**

	Oct. 1/ 2002	Oct. 1/ <u>2003</u>	Oct. 1/ 2004
	<u>2%</u>	<u>2%</u>	<u>2%</u>
<u>GRADE 5</u>			
1 Minimum	24.02	24.50	24.99
2-6 mos.	24.28	24.77	25.27
3-12 mos.	24.52	25.01	25.51
4-18 mos.	24.76	25.26	25.77
5-24 mos.	24.98	25.48	25.99
<u>GRADE 6</u>			
1 Minimum	24.99	25.49	26.00
2-6 mos.	25.42	25.93	26.45
3-12 mos.	25.82	26.34	26.87
4-18 mos.	26.20	26.72	27.25
5-24 mos.	26.60	27.13	27.67
<u>GRADE 7</u>			
1 Minimum	26.61	27.14	27.68
2-6 mos.	27.10	27.64	28.19
3-12 mos.	27.60	28.15	28.71
4-18 mos.	28.11	28.67	29.24
5-24 mos.	28.63	29.20	29.78
<u>GRADE 8</u>			
1 Minimum	28.64	29.21	29.79
2-6 mos.	29.02	29.60	30.19
3-12 mos.	29.42	30.01	30.61
4-18 mos.	29.81	30.41	31.02
5-24 mos.	30.22	30.82	31.44

8.00

SPRUCE FALLS INC.

WORKFORCE ADJUSTMENT PLAN

MEMORANDUM OF AGREEMENT

BETWEEN

SPRUCE FALLS INC. (The Company)

AND

THE UNION COALITION (The Unions)

Local 89 C.E.P.
Local 256 C.E.P.
Local 166 O.P.E.I.U.
Local 1149 I.B.E.W.
Local 2995 I.W.A.

Discussions having been completed on June 2, 1993 between Spruce Falls Inc. and the Union Coalition, the parties have reached agreement on the terms and conditions of an Adjustment Plan, pursuant to the Labour Relations Act, as stipulated herein.

1. Early Retirement

Spruce Falls Inc. employees, who attain the age of 55 years and have 15 years or more of pensionable service as of December 31, 1993, will be eligible to retire with an unreduced pension and also a bridging benefit, which will be the equivalent of: the value of the total bridging amount the employee would have been entitled to had he continued to work, divided by the number of months between retirement date and age 65. In addition, a supplement of \$100 per month to age 65 will be paid. Eligible employees will be individually notified of the amount of their calculated bridge, including the \$100 per month supplement. Detailed pension estimates will also be provided, upon request, to employees interested in the Early Retirement package.

The Company will have the right to retain employees, if deemed

necessary, until December 31, 1993.

Earnings for 1993 will be calculated as follows: eligible earnings to retirement date plus 40 hours x model rate of pay x number of weeks between retirement date and December 31, 1993.

Retirees will have the option of maintaining Major-Medical benefits to age 65 and Dental Benefits to age 58. The premiums for these benefits shall be paid by the retiree and are subject to change from time to time, according to the respective benefit plan costs.

The additional costs to the Pension Plan, incurred by this Early Retirement package, will be funded by the Company.

Employees who will retire under this Early Retirement package must notify the Company and sign off no later than 4:00 p.m., July 9, 1993, and must retire no later than September 30, 1993, with the

exception of employees who may be required to work until December 31, 1993.

Any problems with the application of the Early Retirement package will be referred to the Joint Union-Management Committee.

2. Voluntary Severance

During the period of July 10, 1993 to July 30, 1993, Spruce Falls Inc. employees who have not received termination notices will be eligible for voluntary severance upon providing two weeks' notice, subject to the following conditions:

- (a) Employees, 55 years of age with 15 years or more of service as of December 31, 1993 are not eligible for voluntary severance.
- (b) The amount of severance pay will be calculated as follows:
One (1) week's pay for each year of service (maximum 26 weeks) based on the

employee's May 7, 1993
model payroll rate x 40.

(c) The Company will have the right to retain employees, if deemed necessary, for up to six (6) months.

(d) The number of employees exercising this option will be limited to:

the total number of active employees who are eligible to retire under the Early Retirement package by Local Union

minus

the number of employees who exercise this option to retire under the Early Retirement package by Local Union.

3. Attrition Plan

(a) The Company will establish workforce requirements based on the Core Business.

Employees who take severance pay will automatically waive recall rights.

5. Training

A joint Union-Management Committee will review training requirements and opportunities. The Learning Centre will coordinate training activities.

The Workers' Adjustment Centre will continue to operate for another year and will assist Spruce Falls Inc. displaced employees.

6. Shorter Work Week/Work Sharing

The Company is willing to consider Union proposals on a shorter work week with the understanding there will be no incremental cost to the Company.

As well, the Company is willing to consider work sharing arrangements, such as rotating of employees to and from lay-offs or other measures that can be

coordinated with UIC and/or government programs.

7. Employment Beyond the Termination Date

The Company and the Mill Local Unions will jointly seek approval for work periods extending past July 31, 1993. This approval will be sought from the Director of Employment Standards for a period of 36 months.

The terms and conditions of this Adjustment Plan have been agreed to on behalf of the concerned parties by the undersigned on this 3rd day of June, 1993 at Kapuskasing, Ontario.

FOR THE COMPANY

R. Pulsifer
Labour Relations Superintendent

D. Turcotte
V.P. & Gen. Mgr. – Mill Operations

G. Boucher
Human Resources Manager

D. Goss
Vice-President
Woodlands Operations

FOR THE UNION

G. St. Onge
President – Local 89 CEP

J. Ballantyne
Vice-President – Local 166 OPEIU

N. Leybourne
President – Local 256 CEP

M. Micallef
President – Local 1 149 IBEW

N. Rivard
President – Local 2995 IWA CANADA

Date: June 3, 1993

9.00 OPEIU LOCAL 166 -
ATTRITION LIST
July 10, 1993

<u>EMPLOYEE NAME</u>	<u>NUMBER</u>
1 ANDERSON, Martha	23194
2 TOAL, Joelle	23053
3 CLOUTIER, Roland R.	01277
4 GODARD, Gale P.	23613
5 SMITH, Gerald M.	00763
6 HORN, Edward N.	23481
7 NODWELL, Wayne R.	26646
8 BOUCHER, James N.	26607
9 NICHOL, Barbara	48905
10 CARON, Cecile	23436
11 MELANSON, Raymond	01976
12 GAGNE, Linda A.	23492
13 BALLANTYNE, John P.	00996
14 LALONDE, Andre J.	01608
15 GUINDON, Renaud A .	23537
16 LAFLAMME, Verna L.	23554
17 GILES, Christopher	23361
18 KRABY, Thomas B.	00673
19 LAUZON, Lucille C.	23088
20 PATOINE, Stanley A.	02423
21 CAYOUEITE, Annie	23094
22 COLPITTS, Craig	00948
23 JEDRASZEK, Lucille R.	23253
24 FERNANDES, Jose P.	25933
25 MACASKILL, Hellen	23097
26 POWERS, Paulette M.	23268
27 FINLEY, James P.	02413
28 CLEMENT, Maria G.	23106
29 ALLARD, Richard R.	23301
30 GOSSELIN, Denis	23707
31 REMPEL, Edward G.	48125
32 MISON, William C.	01749

LOCAL AGREEMENT

BETWEEN

SPRUCE FALLS INC.

KAPUSKASING, ONTARIO

AND

LOCAL 1149 OF

THE INTERNATIONAL BROTHERHOOD

OF
ELECTRICAL WORKERS

October 1, 1999 to September 30, 2005

Local Agreements listed in the index shall continue 'in full force and effect for the term of the Collective Agreement from October 1, 1999 to September 30, 2005 and shall not be altered except by mutual consent.

Dated the 1 8th day of October, 1999.

FOR THE UNION

FOR THE COMPANY

M. Buller
President
Local 1149 IBEW

M. Tremblay
Labour Relations
Superintendent

G. McMeekin
Coalition Leader

S. Koshowski
V.P. & Gen. Mgr. -
Mill Operations

ALPHABETICAL INDEX

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**1.00 ADVANCED ELECTRICAL
 TRAINING PREMIUM**

Crew Leaders, Electricians, Shift Electricians and Senior Electrical Operators will receive a 25-cent per hour premium on successful completion of the Advanced Electrical Training Course.

**1.01 Graduate Electrical Trades
 Trainee Premium**

Electrical Apprentices will be paid a premium of 50% of the difference between the maximum helper rate and the minimum tradesman rate (preferred helper rate) on successful completion of the Electrical Trades Training Program.

**1.02 S.F.I. agrees to pay an
 allowance of \$130/week, in
 addition to the allowance paid
 by the Government for those
 Apprentices who are required
 to live and travel outside of
 Kapuskasing.**

2.00 SPREAD RATE OCCUPATIONS

Purpose

The purpose is to regulate and systemize the rate advancement of employees on occupations having a differential in rate.

Authorization

Employees whose rate is below the maximum of their occupation may be increased to the top of the range on a time and merit basis as outlined in this instruction. Such increases as are warranted by work performance and time spent on the job can be authorized by the superintendent of the department concerned.

Suspension

Time spent in suspension shall not be allowed when

considering an employee for a periodic wage increase.

Records

The Human Resources Department shall be responsible for maintaining a tickler system as well as notifying superintendents when individuals are eligible for time and merit increases.

Tradesmen's Apprentices

(a) New apprentices will serve a three-month probationary period.

(b) Personnel employed as Electrical Apprentices will advance as follows:

Effective 4 mos. 12 mos. 18 mos.

Oct. 1/99 33% 33% Maximum

(c) Temporary periods when an apprentice is upgraded to a tradesman shall be accumulated as part of

his service on this
occupation.

Tradesmen

- (a) Tradesmen will commence
at the starting rate of the
job.
- (b) Progression to maximum
in 24 months' time may
be made according to the
following table:

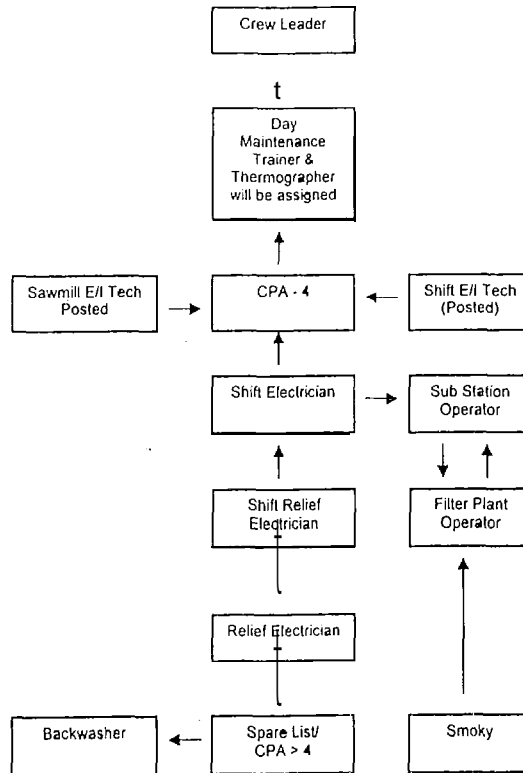
<u>Effective</u>	<u>6 Mos.</u>	<u>12 Mos.</u>
O c t . 1/99	25%	25%
<u>Effective</u>	<u>18 Mos.</u>	<u>24 Mos.</u>
O c t . 1/99	25%	Maximum

3.00 ELECTRICAL SHIFT RULES
AND COMMON LINES OF
PROGRESSION

Maintenance-Construction and
Operating Electrical
Departments including Smoky
Falls G.S. personnel.

See common line of
progression chart.

COMMON LINE OF
PROGRESSION



GENERAL RULES

1. The weekly schedule is binding Friday at noon.
2. When relief is used up and a vacancy occurs, the Spare List will be utilized. If no relief is found, premium time will be paid to fill the position.
3. A Relief will be scheduled if required on Wednesday for P.M. maintenance unless no paper machine is to be down.
4. The annual vacation schedules will be as agreed upon by the Company and the Union.
5. The Substation Operator will be relieved for lunch for a twenty minute period between 1 1:30 a.m. and 12:30 p.m. each Monday – Friday, Statutory Holidays excepted. Normally, he will be relieved by available relief on shift.

6. Training on Specific Equipment

Every effort will be made to ensure that no employee loses time because of training requirements.

7. Relief

Normally, relief will work Monday – Friday 7:00 a.m. to 3:00 p.m.

Relief will be scheduled weekly.

Work an average of 40 hours per week.

Every effort will be made not to accumulate more than 16 hours above the 40 hours/week average.

The relief will be paid time and one-half for any hours in excess of 40 hours in one calendar week except when:

- a) He is working the shift schedule and is scheduled

to work four 12-hour shifts in the same calendar week. In this case, time and one-half will be paid after scheduled shifts and rest days.

- b) He is scheduled more than 40 hours in one calendar week to average 40 hours per week over a period of time.

Vacations are scheduled weekly (Sunday to Saturday). If a reliefman is assigned to a crew, his vacation etc. will be by blocks.

When working at a job other than relieving the Substation Operator, FPO or Shift Electrician, his hours are based on 8-hour days. Anything over 8 hours in the day will be paid at time and a-half. Only the first 8 hours is counted towards his scheduled 40 hours per week average.

8. P.M. Maintenance Day

If required to have extra coverage for switching purposes, the day shift E/I Tech will be scheduled to accommodate this request.

9. TMP Maintenance Day Coverage

If required for switching purposes, Shift Electrician to come in early to accommodate this request.

10. After a statutory holiday, additional help will be required for start-up in the mill. The Shift E/I Tech and Shift Electrician scheduled for the start-up shift may be scheduled to come in early, if required. The Shift E/I Tech of the preceding shift may be scheduled to stay over for start-up.

11. Emergency Plans

a) General Mill

1. If emergency occurs
on day shift:

a) reschedule relief
person, if available
to cover shift.
First 8 hours at
straight time, next
4 hours at time
and a-half.
(Monday 7:00
a.m. – Friday 3:00
p.m.).

b) draw from Spare
List if job trained

c) draw from
volunteers if job
trained.

2. If emergency occurs
on night shift:

a) draw from Spare
List if job trained.

b) draw from
volunteers if job
trained.

c) reschedule relief
as required,
keeping in mind a
person must not
work more than
16 hours per day.
Any work in
excess of 8 hours
will be at time
and a-half.

Volunteers will be paid their
model rate or the rate of the
job they relieve on, whichever
is greater. When relieving on
an emergency, the volunteer
will be paid time and a-half.

Persons going on block
vacation, blocked Statutory
Holidays, or Floating Holidays,
Extra Block Rest Days will not
be scheduled to work during
the rest day block prior to, or
after, the block vacation,
Statutory Holiday or Floating

Holiday or Extra Block Rest Days.

If an emergency occurs where a person must be called in, a person on Rest Day Blocks as mentioned above may be called as a last resort.

b) Power Disruption

Paper Mill

If an electrical disruption occurs which shuts down two or more paper machines, the Shift E/I Tech will call in one person for assistance as per the call-in schedule below:

Call-In Schedule

7:00 a.m. – 3:00 p.m.

Monday – Friday: Utilize relief if available, if not treat as an “EMERGENCY CALL-IN – GENERAL”.

3:00 p.m. – 7:00 p.m.
Call in night shift E/I Tech and
day shift E/I Tech to stay until
11:00 p.m. if required.

7:00 p.m. – 9:00 p.m. Call
back day shift E/I Tech to stay
in until 11:00 p.m.

9:00 p.m. – 3:00 a.m.
Treat as an “EMERGENCY
CALL-IN – GENERAL”.

3:00 a.m. – 7:00 a.m.
Call in incoming Shift E/I Tech,
night shift E/I Tech to stay
over until 11:00 a.m. if
required.

c) Total Mill Outage

If there is a complete
power failure, one person
will be called in for the
Mill start-up as per above
schedule.

If at any time, the proper
person cannot be reached,
call-ins should then follow
the “EMERGENCY CALL-

IN – GENERAL”
procedure .

d) Substation

If there is a complete power failure and the Substation Operator requires assistance because he has to leave the Substation area, he will call in assistance as listed below provided no relief is available.

Call-In Schedule

7:00 a.m. – 3:00 p.m.

Monday – Friday: Utilize relief if available, if not treat as “EMERGENCY CALL-IN – GENERAL”.

3:00 p.m. – 7:00 p.m.

Call in night shift Substation Operator and day shift Substation Operator to stay until 11:00 p.m. if required.

7:00 p.m. – 9:00 p.m.
Call back day shift Substation
Operator to stay until
11:00 p.m.

9:00 p.m. – 3:00 a.m.
Treat as “EMERGENCY CALL-
IN – GENERAL”.

3:00 a.m. – 7:00 a.m.
Call in incoming Substation
Operator; night shift
Substation Operator to stay
over until 11:00 a.m. if
required.

Note: If a trained relief man
is available, he may
be used for
Substation relief if
required.

12. Entry of Smoky Falls personnel
into the common line of
progression will be on a
departmental seniority basis.
They may pass up a move
without jeopardizing their right
to consideration for future
vacancies. Due to the

problems involved, such moves can only be made where death, retirement, resignation, etc. create vacancies; they cannot be made for temporary vacancies.

13. When a permanent opening in the Substation Operator's job or Filter Plant Operator's job occurs, the eligible senior man may or may not take the job without jeopardizing his seniority.
14. Lateral moves between the Substation Operator's job and the Filter Plant Operator's job or vice versa will be permitted only when a permanent opening occurs in either job. A man may make only one lateral move except for reasons of health as agreed upon by the Company and the Union. The move between the Substation Operator's job and the Filter Plant Operator's job or vice versa to be considered as the only lateral move.

15. The progression of electricians will normally be from Construction to Maintenance. This will not preclude the movement of Senior Electricians from Maintenance to Construction for specific projects following discussion with the Union.
16. Tradesmen will not be hired until all fourth-year trainees are promoted to tradesmen.

The above classification of tradesmen to include:

Shift Electricians
Relief Electricians
Maintenance and Construction
Electricians

Prior to the hiring of tradesmen, the situation will be discussed with the Union. If tradesmen are hired, their seniority begins with their hiring date, i.e. last man in is the first man out.

17. a) When an employee refuses a temporary or permanent position in his line of progression, he shall sign a statement that he refused the promotion, a copy of which will be sent to the Local Union. He shall then forfeit his promotion rights and shall not be considered for further promotion until such time as he informs his immediate supervisor in writing to cancel his previous refusal.
- b) An employee who is bypassed because of refusal of promotion shall be considered junior to all employees who bypass him for promotional purposes only.

18. Sawmill E/I Technician

All Sawmill E/I Tech jobs will be posted within Local 1149 I.B.E.W. membership.

The rate of the job is as established through bargaining, being that of E/I Tech. It is a training requirement for specific job knowledge from that point.

The Sawmill E/I Tech will have an opportunity to come to CPA. This would be by his established seniority. He will maintain his classification as E/I Tech on a move to day shift. This is the only move the Sawmill E/I Tech would be involved with except for cutbacks or reorganization of the workforce.

In the event that there is a cutback or reorganization of the workforce, the E/I Tech jobs in the Sawmill will be re-posted if required, to allow senior electricians the chance to post there due to these company directions. This means that the Sawmill E/I Tech job is not "protected" and will become open in these circumstances.

4.00 APPRENTICESHIP AND JOURNEYMAN PLANS

A joint apprenticeship-journeyman training committee, comprised of equal representation from I.B.E.W. and the Company will be established.

The parties also agree that there will be a joint apprenticeship - journeyman training program established which will be administered by the joint apprenticeship-journeyman training committee.

It is agreed that the Spruce Falls Electrical Training Agreement instituted by the Company is approved and shall form part of this Agreement; copies of this agreement are available through the Human Resources Department..

The facilities and standards established by the Government of Ontario Apprenticeship and Tradesmen's Qualification Act will be utilized as determined by the Joint Apprenticeship-Journeyman Training Committee.

5.00 TRAINING PROGRAM FOR LOCAL 1149 I.B.E.W.

All hydro, substation and apprentices will be required to take a Company trades training course in order to qualify for future promotions and merit increases. Failure to qualify or maintain a reasonable rate of progress on the training course, will be sufficient reason for employees to forego promotions and merit increases.

Any employee hired on or after May 1, 1958 will be subject to release should he fail to qualify or maintain a reasonable rate

of progress on the prescribed course.

Spruce Falls Electrical Training Agreement as agreed to will continue to be in force subject to review by the Trades Training Committee.

Advanced Electrical Training Course revised 1976 will continue to be in force subject to review by the Trades Training Committee.

6.00

LETTER OF UNDERSTANDING

BETWEEN

SPRUCE FALLS INC.

AND

LOCAL 1149 I.B.E.W.

Employment Assurance for:

Robert A. Tremblay - 2764

Arthur Dumais - 23391

Spruce Falls is reaffirming employment assurance to the above two (2) employees who were still employed at Smoky Falls when the facility was transferred to Ontario Hydro on October 1, 1998.

Alternate employment opportunities will be made available on a normal basis within S.F.I. Both employees must be willing to be trained and transferred to whatever vacancies are made available. Rates of pay will not be guaranteed. All other employment

matters will be in accordance with the
Labour Agreement.

FOR THE UNION

FOR THE COMPANY

M. Buller ~ President
Local 1149 I.B.E.W.

K. Darbyson ~ Director
Human Resources

G. McMeekin
Coalition Leader

M. Tremblay ~ Labour
Relations Supt.

Date: June 4, 1999

7.00

LETTER OF UNDERSTANDING

BETWEEN

SPRUCE FALLS INC.

UNION COALITION LOCALS

89 C.E.P.

1149I.B.E.W.

MULTI-TRADES – MECHANICAL
AND E/I

The parties agree to the following conditions as part of the restructuring of the Multi-trades programs:

Effective October 9, 1994, or the first pay period after ratification, the following employees will have their rates of pay adjusted to the second level of the present pay structure, where applicable. The second level rate is \$22.71 /hour.

Mechanical Trades

Model Maintenance	(98)
Model CPA	(15)
Sawmill Maintenance	(9)
Sub-Total	122

E/I Trades

Maintenance Electricians	(14)
CPA Electricians (Model)	(7)
Relief Electricians	(5)
Mill Electricians	(2)
S.E.O.'s (4)	(4)
Thermography Operator	(1)
Trainer (Electrical)	(1)
E/I Sawmill Technicians	(3)
Instrument Mechanics	(9)
Sub-Total	46

Total Employees Affected	168
--------------------------	-----

Those employees who are not presently at this level will have two (2) years to obtain the training and knowledge required to be qualified for this level.

The 122 employees in Mechanical Trades model jobs will have an opportunity to advance to the level presently known as ABC, regardless of their present trade. The ABB level will be discontinued.

The 46 employees in E/I trades model jobs will have an opportunity to advance to the level presently known as Technician 1. The Technician 2 level will be discontinued.

The structure, pay and classifications will be as follows:

Mechanical Trades:

Level 1 Multi-Tradesman
\$22.71/hour
(present ACC level)

Level 2 Mechanic
\$23.18/hour
(present ABC level)

N.B. All "C" and "B"
classifications will
disappear.

E/I Trades:

Level. 1 Multi-tradesman
\$22.71 /hour (present AB level)

Level 2 E/I Technician
\$23.18/hour
(present Technician 1 level)

N.B. All "C", "B", Tech 1,
Tech 2 classifications
will disappear.

NOTE: All Tradesmen who are
presently at the Tradesmen
"A" or "AC" levels, and do not
wish to advance to higher
levels must indicate so in
writing. Their rates of pay will
remain as at present.

Tradesmen "A" - \$21.90/hour
Tradesmen "AC"- \$22.30/hour

Future tradesmen entering the
model will start at Tradesmen
"A" level and MUST advance
to at least the new Multi-
tradesman level within two (2) ,
years. There will be one step
between Tradesman and Multi-

Tradesman level known as:
Tradesman A- 1.

All present Trades
classifications and categories
will disappear and the new
classifications will be as
follows:

Mechanical E/I

Tradesman	Tradesman
Tradesman A-I	Tradesman A-I
Multi-tradesman	Multi-
tradesman	
Mechanic	E/I Technician

GENERAL:

1. Employees working towards any accreditation will not be paid for any time spent studying outside of regular hours of work, including night class. (With the exception of Welder "C" accreditation).
2. Present course content as established in the Millwright and Pipefitter accreditation will remain as is for the present

122 Mechanical Trades Model jobs. Welder "C" course content will be reviewed.

3. All tradesmen who have attained the present "AB" level will maintain their present rate (\$22.78/hour) until they attain the Mechanic Level.
4. Wage rates and classifications will be included in the appropriate appendices.

The objective is to proceed in a hassle-free and efficient manner towards a professional and modern TRADES organization at S.F.I. in which each employee can effectively apply all his skills and knowledge as\where required.

FOR THE COMPANY

R. Pulsifer	D. Turcotte
Labour Relations	V.P. & Gen. Mgr.
Superintendent	Mill Operations

K. Darbyson
Human Resources
Director

FOR THE UNION

G. St. Onge
President
Local 89 CEP

G. Gagnon
Local 89 CEP

G. Hachez
Local 89 CEP

M. Dumais
Local 89 CEP

R. Audet
Local 89 CEP

M. Micallef
President
Local 1149 IBEW

M. Buller
Local 1149 IBEW

L. Sigouin
Local 1149 IBEW

Date: August 30, 1994

8.00

SPRUCE FALLS INC.

WORKFORCE ADJUSTMENT PLAN

MEMORANDUM OF AGREEMENT

BETWEEN

SPRUCE FALLS INC. (The Company)

AND

THE UNION COALITION (The Unions)

Local 89 C.E.P.

Local 256 C.E.P.

Local 166 O.P.E.I.U.

Local 1149 I.B.E.W.

Local 2995 I.W.A.

Discussions having been completed on June 2, 1993 between Spruce Falls Inc. and the Union Coalition, the parties have reached agreement on the terms and conditions of an Adjustment Plan, pursuant to the Labour Relations Act, as stipulated herein.

1. Early Retirement

Spruce Falls Inc. employees who attain the age of 55 years and have 15 years or more of pensionable service as of December 31, 1993, will be eligible to retire with an unreduced pension and also a bridging benefit, which will be the equivalent of: the value of the total bridging amount the employee would have been entitled to had he continued to work, divided by the number of months between retirement date and age 65. In addition, a supplement of \$100 per month to age 65 will be paid. Eligible employees will be individually notified of the amount of their calculated bridge, including the \$100 per month supplement. Detailed pension estimates will also be provided, upon request, to employees interested in the Early Retirement package.

The Company will have the right to retain employees, if deemed

necessary, until December 31, 1993.

Earnings for 1993 will be calculated as follows: eligible earnings to retirement date plus 40 hours x model rate of pay x number of weeks between retirement date and December 31, 1993.

Retirees will have the option of maintaining Major-Medical benefits to age 65 and Dental Benefits to age 58. The premiums for these benefits shall be paid by the retiree and are subject to change from time to time, according to the respective benefit plan costs.

The additional costs to the Pension Plan, incurred by this Early Retirement package, will be funded by the Company.

Employees who will retire under this Early Retirement package must notify the Company and sign off no later than 4:00 p.m., July 9, 1993, and must retire no later than September 30, 1993, with the

exception of employees who may be required to work until December 31, 1993.

Any problems with the application of the Early Retirement package will be referred to the Joint Union-Management Committee.

2. Voluntary Severance

During the period of July 10, 1993 to July 30, 1993, Spruce Falls Inc. employees who have not received termination notices will be eligible for voluntary severance upon providing two weeks' notice, subject to the following conditions:

- (a) Employees, 55 years of age with 15 years or more of service as of December 31, 1993 are not eligible for voluntary severance.
- (b) The amount of severance pay will be calculated as follows:
One (1) week's pay for each year of service (maximum 26 weeks) based on the

employee's May 7, 1993
model payroll rate x 40.

- (c) The Company will have the right to retain employees, if deemed necessary, for up to six (6) months.
- (d) The number of employees exercising this option will be limited to:

the total number of active employees who are eligible to retire under the Early Retirement package by Local Union

minus

the number of employees who exercise this option to retire under the Early Retirement package by Local Union.

3. Attrition Plan

- (a) The Company will establish workforce requirements based on the Core Business.

- (b) The Company will provide each Local Union with a list of permanent employees to be included on an attrition list. This will be done immediately following the retirement notification deadline of July 9, 1993. Inactive employees will not be included on the list; however, it is understood that if any inactive employees return to work, they will displace the junior employee(s) on the list. The list of protected employees will not increase as a result of inactive employees returning to work.
- (c) Any reductions, occurring after the workforce requirements have been established by the Company, resulting from automation, changes in methods of process, work restructuring or changes in work practices, will be done by attrition (death, retirement, resignation, etc.).
- (d) This clause will not apply for reasons of market conditions,

temporary or permanent shutdown and/or temporary or permanent closures. In such cases, required lay-offs will occur as necessary.

Should a workforce reduction occur as a result of the above, impacted employees who have demoted themselves to the Spare List, will be eligible to exercise their bumping rights according to Local Union's seniority, displacing junior employees on the attrition list.

- (e) This Attrition Plan does not supersede Local 2995 I.W.A. non-monetary appendix Article 1.01 (b).

4. Extension of Recall Rights

Employees, who have one year or more of continuous service as of May 31, 1993 and are laid off between May 31, 1993 and May 31, 1996, shall maintain recall rights until May 31, 1998.

Employees who take severance pay will automatically waive recall rights.

5. Training

A joint Union-Management Committee will review training requirements and opportunities. The Learning Centre will coordinate training activities.

The Workers' Adjustment Centre will continue to operate for another year and will assist Spruce Falls Inc. displaced employees.

6. Shorter Work Week/Work Sharing

The Company is willing to consider Union proposals on a shorter work week with the understanding there will be no incremental cost to the Company.

As well, the Company is willing to consider work sharing arrangements, such as rotating of employees to and from lay-offs or other measures that can be

coordinated with UIC and/or
government programs.

7. Employment Beyond the
Termination Date

The Company and the Mill Local
Unions will jointly seek approval
for work periods extending past
July 31, 1993. This approval will
be sought from the Director of
Employment Standards for a period
of 36 months.

The terms and conditions of this
Adjustment Plan have been agreed to
on behalf of the concerned parties by
the undersigned on this 3rd day of
June, 1993 at Kapuskasing, Ontario.

FOR THE COMPANY

R. Pulsifer
Labour Relations Superintendent

D. Turcotte
V.P. & Gen. Mgr. - Mill Operations

G. Boucher
Human Resources Manager

D. Goss
Vice-President
Woodlands Operations

FOR THE UNION

G. St. Onge
President – Local 89 CEP

J. Ballantyne
Vice-President – Local 166 OPEIU

N. Leybourne
President – Local 256 CEP

M. Micallef
President – Local 1149 IBEW

N. Rivard
President – Local 2995 IWA CANADA

Date: June 3, 1993

9.00 ATTRITION LIST-LOCAL 1149

July 10, 1993

(Revised at 1999 Negotiations)

	EMPLOYEE NAME	NUMBER
1	Stevenson, Keith	01606
2	Grenier, J.Ernest	01360
3	Bird, Peter C.	00198
4	Desgroseillers, Gilbert	01679
5	Van-Rassel, Kenneth J.	01716
6	Ross, John K.	01722
7	Newton,Randall F.	01456
8	Lehtisaari, Reino A.	00718
9	Post, Raymond C.	01768
10	Avery, Richard K.	02157
11	VanLith, Allan W.	00759
12	Lurz, Karl	00382
13	Martin, Serge C.	25122
14	Tees, Ian D.	01128
15	Campbell, Hugh W.	01843
16	Drazumerich, Luis P.	02203
17	Carriere, Richard L.	02237
18	Bedard, Fernand L.	02541
19	Keown, Robert H.	02434
20	Kosowan, Keith E.	00902
21	Micallef, Michael J.	48162
22	Plourde, Michel	01141
23	Vallieres, Raymond A.	01455
24	Carriere, Jerry J.	02805
25	Buller, Martin M.	00183
26	Fortin, Maurice G.	02922
27	Malo, Daniel	01663
28	Dorval, Gaston D.	02824
29	Bezan, Michael	02084
30	Gagnon, Andre J.	03095
31	Sharp, Wayne C.	03035
32	Raymond, Kenneth	00131
33	Fisher, Peter	01727
34	Broadbent, David	01797
35	Oliviera, Colin	48067

10.00 POLICY – OVERTIME

(TIME It ONE-HALF 6TH DAY FOR DAYWORKERS)

This policy does not apply to employees on weekend duty.

Employees SCHEDULED to work on a Sunday, will be scheduled a day of rest on Friday during the same calendar week. Employees will not be required to work on this day unless absolutely necessary, in which case time and one-half will be paid.

If an employee (dayworker) is called in and works 8 hours or more on a Sunday, it will be considered as a “scheduled day” and the following Friday will become the employee’s scheduled rest day.

If the employee wishes to work on Friday, even though he is not required to do so by his supervisor, he may work. However, time and one-half WILL NOT be paid.

An employee who agrees to work on Sunday on a voluntary or optional

basis, does not qualify for time and one-half on a normal scheduled day of work. The employee working on a voluntary basis will however, be entitled to time and one-half for hours worked in excess of their normal scheduled day of work and for all work on a scheduled day of rest or on a designated Statutory Holiday.

Local 89. - _____ - .
G. St. Onge

Local 1149. - _____ - .
M. Micallef

Union Coalition _____
N. Leybourne

Management. - _____ - .
G. Boucher

Management. - _____ - .
R. Pulsifer

May 27, 1993

11.00
LETTER OF UNDERSTANDING

BETWEEN

LOCAL 1149 IBEW

AND

SPRUCE FALLS INC.

**RETIREES HIRED ON VARIABLE
CONSTRUCTION**

The parties agree that retirees hired in Variable Construction will receive a special allowance in lieu of the following benefits:

- 1) Major Medical
- 2) Dental
- 3) Group Life Insurance

The amount of the special allowance will be the actual value of these benefits.

Sickness and accident insurance does not apply to retirees as they will continue to receive pension income; however, there will be WCB coverage.

It is also agreed that retirees will not accumulate or accrue pension service or benefits during their employment-. There will also be no accumulation of seniority or establishment of recall rights.

Floating holidays, statutory holidays, vacation pay, funeral leave, jury duty, etc. will be administered as per the Labour Agreement. Union dues will be paid to the appropriate Local Union.

The intent of this agreement is to allow retirees to return to work and maximize employment for laid-off workers. Any discrepancies or errors in this agreement will be dealt with as necessary or as required to satisfy any legal requirements which may be contradicted by this agreement.

FOR THE UNION

M. Micallef
President
Local 1149 IBEW

N. Leybourne
Coalition Leader

FOR THE COMPANY

R. Pulsifer
Labour Relations
Superintendent

D. Turcotte
V.P. & Gen. Mgr.
Mill Operations

12.00 WAGE RATES & CLASSIFICATIONS

<u>DEPARTMENT & OCCUPATION</u>		<u>TOUR</u>	<u>OCT. 1, 1999</u>	<u>OCT. 1, 2000</u>
			<u>3%</u>	<u>0.50</u>
<u>OPERATIONS</u>				
Thermography Operator	D	23.44/26.10	23.94/26.60	
Sub-Station Operator		23.44/24.69	23.94/25.19	
Hydro Operator (Filter Plant)	T	23.44/24.69	23.94/25.19	
Filter Plant Backwasher	T	20.10/20.92	20.60/21.42	
<u>SMOKY FALLS</u>				
Chief Operator's Relief	D	25.92	26.45	
Powerhouse Operator		24.69	25.19	
Assistant Powerhouse Operator		20.10/20.92	20.60/21.42	
Relief		20.10/20.92	20.60/21.42	
Utility Tradesman	D	23.44/24.69	23.94/25.19	
<u>MAINTENANCE</u>				
Crew Leader	D	25.92/27.41	26.45/27.93	
Shift E/I Tech.		25.92/27.41	26.45/27.93	
Shift Electrician		23.44/26.10	23.94/26.60	
Tradesman (Maintenance & Construction)	D	23.44/24.69	23.94/25.19	
Tradesman A-I	D	25.14	25.64	
Multi-Tradesman	D	25.59	26.09	
E/I Technician	D	26.10	26.60	
Shift Relief	T	23.44/26.10	23.94/26.60	
Electrical Apprentice	D	20.10/20.92	20.60/21.42	
Relief Electrician	D	23.44/26.10	23.94/26.60	
Trainer	D	As per Article 21.00 in Labour Agreement		

WAGE RATES & CLASSIFICATIONS (Cont'd)

<u>DEPARTMENT & OCCUPATION</u>		<u>TOUR OCT. 1, 2001 OCT. 1, 2002</u>	
		<u>0.50</u>	<u>2%</u>
<u>OPERATIONS</u>			
Thermography Operator	D	24.44/27.10	24.93/27.64
Sub-Station Operator	T	24.44/25.69	24.93/26.20
Hydro Operator	T	24.44/25.69	24.93/26.20
(Filter Plant)			
Filter Plant Backwasher	T	21.10/21.92	21.52/22.36
<u>SMOKY FALLS</u>			
Chief Operator's Relief	D	26.97	27.51
Powerhouse Operator	T	25.69	26.20
Assistant Powerhouse Operator	T		
Relief	T	21.10/21.92	21.52/22.36
Utility Tradesman	D	24.44/25.69	24.93/26.20
<u>MAINTENANCE</u>			
Crew Leader	D	26.97/28.46	27.51/29.02
Shift E/I Tech.	T	26.97/28.46	27.51/29.02
Shift Electrician	T	24.44/27.10	24.93/27.64
Tradesman			
(Maintenance & Construction)	D	24.44/25.69	24.93/26.20
Tradesman A-I	D	26.14	26.66
Multi-Tradesman	D	26.59	27.12
E/I Technician	D	27.10	27.64
Shift Relief	T	24.44/27.10	24.93/27.64
Electrical Apprentice	D	21.10/21.92	21.52/22.36
Relief Electrician	D	24.44/27.10	24.93/27.64
Trainer	D	As per Article 21.00 in Labour Agreement	

WAGE RATES & CLASSIFICATIONS (Cont'd)

<u>DEPARTMENT & OCCUPATION</u>	<u>T O U R</u>	<u>OCT.1,, 2003</u>	<u>2004</u>
		<u>2%</u>	<u>2%</u>
<u>OPERATIONS</u>			
Thermography Operator	D	25.43/28.19	25.94/28.75
Sub-Station Operator	T	25.43/26.72	25.94/27.25
Hydro Operator (Filter Plant)	T	25.43/26.72	25.94/27.25
Filter Plant Backwasher	T	21.95/22.81	22.39/23.27
<u>SMOKY FALLS</u>			
Chief Operator's Relief	D	28.06	28.61
Powerhouse Operator	T	26.72	27.25
Assistant Powerhouse Operator	T	21.95/22.81	22.39/23.27
Relief	T	21.95/22.81	22.39/23.27
Utility Tradesman	D	21.95/22.81	22.39/23.27
<u>MAINTENANCE</u>			
Crew Leader	D	28.06/29.60	28.61/30.19
Shift E/I Tech.	T	28.06/29.60	28.61/30.19
Shift Electrician	T	25.43/28.19	25.94/28.75
Tradesman (Maintenance & Construction)	D	25.43/26.72	25.94/27.25
Tradesman A-I	D	27.19	27.73
Multi-Tradesman	D	27.66	28.21
E/I Technician	D	28.19	28.75
Shift Relief	T	25.43/28.19	25.94/28.75
Electrical Apprentice	D	21.95/22.81	22.39/23.27
Relief Electrician	D	25.43/28.19	25.94/28.75
Trainer	D	As per Article 21.00 in Labour Agreement	

LOCAL AGREEMENT

BETWEEN

SPRUCE FALLS INC.

KAPUSKASING, ONTARIO

AND

LOCAL 2995

IWA - CANADA

October 1, 1999 to September 30, 2005

This contract has been written in both French and English languages and the text in English is the official language.

Local Agreements listed in the index shall continue in full force and effect for the term of the Collective Agreement from October 1, 1999 to September 30, 2005 and shall not be altered, except by mutual consent.

Dated the 1 8th day of October, 1999.

FOR THE UNION

FOR THE COMPANY

G. Bourgouin
Local 2995 IWA
CANADA

M. Tremblay
Labour Relations
Superintendent

G. McMeekin
Coalition Leader

D.R. Goss
V.P. & Gen. Mgr. -
Woodlands
Operations

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1.00 JURISDICTION

- 1.01 a) The employees of contractors engaged by the Company on the limits and work sites of the Company shall be considered employees within the terms of this Agreement; save and except the employees of contractors and/or contractors who are engaged to perform occasional special services not commonly performed by employees covered by the terms of this Agreement, employees of contractors where such contractors are engaged for the purpose of erecting structures and where such a contractor is bound by an Agreement with a Union or Unions affiliated with a central labour body covering such work,
- b) The Company and the Union agree that in

harvesting and delivering of its allocated fibre from its limits, preference shall be given to Company employees, provided that this can be done in a competitive and cost efficient manner.

c) The Company and the Union agree that an operator who enters into a third party agreement with the Company and the Ministry of Natural Resources and produces forest products shall have an Agreement with the Union covering such operations.

d) The steward will be allowed ½ hour on company time to indoctrinate each new S.F.I. employee hired by the Company.

1.02 If during the life of this Agreement, a significant change in job content occurs

in any job classification listed in the attached wage schedule the rate thereto shall be adjusted by negotiations between the parties, Upon failure to reach an Agreement, the matter may be referred to the Job Classification Committee.

2.00 WORKING AND LIVING CONDITIONS

2.01 At the request of the Camp Grievance Committee, suitable lunch shacks will be provided where there are concentrations of men. Such shacks to be heated during the period of October 1 to April 30th and during the summer months shall have protective screens. The Company will provide each cut and skid crew with a suitable lunch shack for year-round use.

2.02 The Company will provide free insurance coverage against loss by fire of employees'

personal belongings required for the job and loss by fire or theft of employee-owned power saws to a maximum of two thousand dollars (\$2,000.00) and will provide additional free insurance coverage against loss by fire or theft of tradesmen's tools normally required by tradesmen to the full value of such tools, while on Company property or work sites. It is understood that coverage for theft of power saws and tools shall only apply where they are stored in a designated place of safety within the control of the Company. Damage to employee-owned power saws due to Company negligence will be compensated for by the Company at their depreciated value. An employee who causes a fire wilfully or through gross negligence will not be reimbursed for any resultant loss. Suitable arrangements for protection against theft of employee-

owned power saws will be made at camp level between the Company and the Union.

- 2.03** All hand tools and equipment required on the job will be made available to pieceworkers and others on loan. When an operator of equipment is required by the Company to do a mechanical repair job, he will be furnished such tools as are required on loan. All tools and equipment not returned will be charged in full. Worn out or broken tools will be replaced with serviceable tools free of charge, provided that the worn out or broken tools are returned. No person shall be required to own or rent any tools or equipment as a condition of employment, unless otherwise specified in this Agreement.

No employee shall operate a tractor or like equipment, owned or leased by himself or another employee in the cut

The Company will supply on loan two pair of coveralls for the following: float operators, harvesting camp utilitymen, fuel men, feller buncher operators, stroke delimber operators and grapple operators, without laundering. Worn out coveralls will be replaced on an exchange basis to a maximum of two (2) pair per year after the first year.

- 2.07 Tradesmen and Helpers assigned to work outside shall receive sixty cents (60¢) per hour in addition to the applicable hourly rate for all such hours worked outside.
- 2.08 Purchased water will be provided at the harvesting camps.
- 2.09 The Union Safety Co-Chair shall receive training from the Workers' Health and Safety Centre, or its equivalent, provided no other Union committee member is trained.

- 2.10 The Company will pay for lost time, if necessary, for regular dayshift employees when summoned by the Ministry of Transportation to attend a medical, if required for the employee's job.

3.00 HOURS OF WORK

- 3.01 The week for operations shall be six (6) days per week Monday to Saturday inclusive.

The work week for day or shift workers shall be forty (40) hours, eight (8) hours per day Monday to Friday inclusive or Tuesday to Saturday inclusive.

The work week for pieceworkers shall be forty (40) hours, eight (8) hours per day, Monday to Friday inclusive. Pieceworkers may be scheduled to work in daywork jobs on the day shift Monday to Friday inclusive.

It is agreed that daywork or shift work employees may be required to work in excess of their regular work day or shift or work week and will be paid in accordance with Section 3.10 for such time worked. If an employee requests to be excused from working overtime, permission will not be unreasonably withheld.

3.02 For the purpose of this Agreement, Sunday, a paid holiday and the "sixth day" (Saturday or Monday) shall begin at 7:00 a.m. that day and end at 7:00 a.m. the day following.

3.03 The work day or shift shall consist of eight (8) consecutive hours between the hours of 7:00 a.m. and 5:00 p.m., mealtime excepted. The work day or shift for Watchmen of eight (8) hours may be scheduled in any twelve (12) hour period divided into not more than two

(2) parts, provided there is a break of at least eight (8) hours between shifts worked.

3.04 The night shift shall consist of eight (8) consecutive hours between the hours of 7:00 p.m. and 5:00 a.m., mealtime excepted. However, the night shift may, at the request of the employees or the Company, and by mutual agreement, be scheduled to commence prior to 7:00 p.m. in accordance with the provisions of Section 6.01 (b).

3.05 The hours of work and the "sixth day" for dayworkers and shift workers shall be posted on Friday of the previous week. The starting and stopping times shall remain constant and fixed during the weekly period subject to the following:

An employee may not change shifts during the week except when his shift schedule is changed by the Company.

arrangements have been made in writing.

- 4.06 The Company agrees to submit to the Union Office by April 30 of each year an alphabetical list, in duplicate, of employees covered by this Agreement, showing their hiring date following their last break in seniority and Company seniority as per list in Section 4.02, as of March 31, of the same year. The list will show in addition each employee's occupation and address.

The Company will provide an updated and accurate seniority list twice a year.

- 4.07 An employee who has established seniority in accordance with Section 4.02 of this article shall retain such seniority for twenty-four (24) months during lay-off. An employee who quits of his own accord or is discharged and not reinstated or fails to

report to work following recall as provided in Section 4.05 of this article shall automatically lose all seniority. An employee who fails to return from leave of absence on the date specified shall lose his seniority, unless his return to work on time is prevented by circumstances beyond his control.

- 4.08** When -jobs are discontinued due to the introduction of new methods and equipment or due to curtailment of operations, affected employees shall be offered alternate employment on remaining jobs, in accordance with Article 4.01, to meet the Company's labour requirements and if such employees require training to perform the alternate employment effectively, they shall be trained by the Company.

It is understood this does not apply to seasonal layoffs.

5.00 HOLIDAYS WITH PAY

5.01 Employees who qualify under Section 4.02 shall be paid without the performance of work for the following holidays:

New Year's Day, Good Friday, Canada Day, Labour Day, Christmas Day and Boxing Day.

When any of the above holidays fall on Saturday, it shall be observed on the preceding Friday, and if the holiday falls on Sunday, it will be observed on the following Monday.

Employees who have accumulated one hundred and twenty (120) days seniority will be granted two (2) floating holidays per year. In addition to the above, on January 1 of the current calendar year, an employee who works 6 months or more in the previous calendar year will be

entitled to four (4) additional Floating Holidays. Such holidays will be taken at a time satisfactory to the employee and his supervisor.

An employee, who by reason of lay-off is prevented from taking his Floating Holidays shall receive pay in lieu of such holidays.

For those employees who would be scheduled to work on a statutory holiday, holiday pay will be based on each employee's normal schedule. Those employees not scheduled to work will receive pay as defined in the Collective Agreement.

- 5.02 a) An employee, who qualified under Section 4.02, who works any of the available work days within the thirty (30) day period immediately prior to the holiday and does not leave work sooner than two (2) days before the

holiday and is ready for work on the morning of the second (2nd) day after the holiday, unless his return to work on time is prevented by circumstances beyond his control, shall receive pay for the holiday unless he quits during the thirty (30) day period immediately prior to the holiday.

An employee, who desires to leave prior to the holiday, and is ready for work for the second day following the holiday, shall make reasonable arrangements with the Company prior to leaving, unless other arrangements have been agreed to between the Company and Union either at camp level or at management level.

- b) If an employee, who qualifies under Section 4.02 and who works any

of the available work days within the thirty (30) days immediately prior to the holiday, is on authorized leave of absence other than as provided in Section 5.03 when the holiday occurs, he shall receive holiday pay for the first holiday that occurs during his absence, provided he returns to work on time, unless his return to work on time is prevented by circumstances beyond his control.

- c) An employee, who qualifies under Section 4.02, who is obliged to cease work due to a lay-off during the thirty (30) day period immediately prior to the holiday, shall receive holiday pay for the holiday(s) within such 30-day period.
- d) An employee, who qualifies under Section

4.02, who is obliged to cease work due to sickness or accident certified by a licensed practitioner during the twenty-one (21) day period immediately prior to the holiday shall receive holiday pay for the holiday(s) within such 21-day period.

- e) If an employee, who qualifies under Section 4.02, is recalled and works any time during the 14-calendar day period immediately following the holiday, he shall receive holiday pay for the preceding holiday.
- f) An employee, who qualifies under Section 4.02 and is on vacation shall be entitled to holiday pay and additional time off for any holidays occurring within such vacation period.

- 5.03** A special leave of absence shall be granted to a qualified employee who must travel a long distance to be home for Christmas, in which event such an employee will receive pay for the holidays provided he returns on time. Any request for such leave of absence must be made to the Camp Foreman no later than December 1. Where an employee is prevented by circumstances beyond his control from returning to work on time, he shall be paid for the holidays.
- 5.04**
- a) If qualified, a pieceworker will be paid at the rate of Feller Limber, Treelength Skidding for the holiday, and a day worker shall be paid a day's pay at his or her regular rate for the holiday.
 - b) A day worker who is requested to work on any holiday shall be paid for all time worked at the rate of

time and one-half his regular rate and, if qualified, in addition, shall receive one day's pay at such regular rate in lieu of the holiday.

Double time will be paid after eight (8) hours of work on a holiday.

- c) A pieceworker who is requested to work on a holiday shall receive his earnings plus one-half day at the appropriate rate in 5.04(a), and if qualified, shall receive in addition one day at the appropriate rate in 5.04(a).

6.00 SHIFT PREMIUM

- 6.01 a) A night differential of forty-five cents (45¢) per hour shall be paid in addition to the regular rates for all night shift work.
- b) On other two-shift operations the first shift shall consist of eight (8) consecutive hours, meal time excepted, and shall commence at 7:00 a.m. or after. The second shift shall consist of eight (8) consecutive hours, meal time excepted, and shall commence prior to 7:00 p.m. and shall carry a shift differential of forty-five cents (45¢) per hour.
- c) On a three-shift operation, the shifts shall be eight (8) consecutive hours and shall carry a shift differential of sixty cents (60¢) per hour. The

starting and stopping times for the three (3) shifts and the shift differentials to be paid, shall be as follows:

	<u>Starting Time</u> (between hours of)
First Shift	7:00 a.m. – 8:00 a.m.
Second Shift	3:00 p.m. – 4:00 p.m.
Third Shift	11:00 p.m. – 12:00 p.m.

	<u>Stopping Time</u> (between hours of)
First Shift	3:00 p.m. – 4:00 p.m.
Second Shift	11:00 p.m. – 12:00 p.m.
Third Shift	7:00 a.m. – 8:00 a.m.

	<u>Shift Differential</u>
First Shift	Nil
Second Shift	0.45 cents per hour
Third Shift	0.60 cents per hour

7.00 VACATION WITH PAY

- 7.01 a) Vacation pay shall be paid to each employee by separate cheques to be issued at the time of termination of employment or, at the employee's option, at the time of lay-off or when vacation is taken.

- b) Vacation pay will be based on 2.4% of gross earnings calculated on previous year's earnings for each week of vacation or 40 hours times an employee's model rate, whichever is greater.

To be eligible for the above the employee must have worked not less than a total of 1,000 hours for S.F.I. during the preceding calendar year. Each 2.4% increment of vacation pay entitles an employee to one (1) week of time off.

An employee who has worked 1,000 hours or more for S.F.I. in the previous calendar year, must take his full entitlement to time off, at the time or time satisfactory to himself and his supervisor.

An employee has the right to take his full entitlement to time off, whether or not he has worked 1,000 hours or more in the previous calendar year at a time or times satisfactory to himself and his supervisor. If the employee has worked less than 1,000 hours, his vacation pay will be based only on 2.4% of earnings for each week entitlement.

Employees will be permitted to take their vacation one (1) day at a time; however, employees must take a minimum of 50% of their vacation entitlement in one week blocks.

7.02 Vacation with pay credits shall be paid on the following basis:

- a) Employees who have established seniority in accordance with

Article 4.02 on January 1 of that year shall be entitled to 4.8% of gross earnings.

- b) Employees who have worked 800 days or more on January 1 of that year shall be entitled to 7.2% of gross earnings.
- c) Employees who have worked 2,000 days or more on January 1 of that year shall be entitled to 9.6% of gross earnings.
- d) Employees who have worked 4,000 days or more January 1 of that year shall be entitled to 12% of gross earnings.
- e) Employees, who have worked 5,400 days or more on January 1 of that year, shall be entitled to 14.4% of gross earnings.
- f) It is understood that for the purpose of

Article 7.02, only time worked in Local 2995 will count towards accumulation of days worked for vacation entitlement.

7.03 Days worked for purposes of Article 7.02 shall mean all days worked, plus working days which normally would have been worked but were lost as a result of sickness or injury certified by a licensed physician, dentist, or chiropractor, plus the total number of days on Union business, off-the-job training, vacation, holidays with pay, jury duty and bereavement leave in any calendar year. An employee who has established seniority in accordance with Section 4.02 of Article 4.00 shall retain his accumulation of service for his rate of vacation pay for as long as he retains seniority rights with the Company.

8.00 LOCAL 2995 I.W.A.
WATE RATE AND
CLASSIFICATION

8.01 a) Hourly Rates:

	Oct.1, <u>1999</u>	Oct.1, 2000	Oct.1, 2001
	<u>3%</u>	0.50	0.50
Labourer	20.44	20.94	21.44
Operator V	20.64	21.14	21.64
Operator IV	21.20	21.70	22.20
Operator III	21.45	21.95	22.45
Operator II	21.73	22.23	22.73
Operator I	22.11	22.61	23.11
Helper Class A			
Mech./Elect.	20.84	21.34	21.84
Class II Mechanic	21.73	22.23	22.73
Saw Filer	22.79	23.29	23.79
Elect. Class B	22.79	23.29	23.79
Class I Mechanic	22.79	23.29	23.79
Plumber & Gas			
Serviceman	24.69	25.19	25.69
Class A			
Mech./Elect.	24.69	25.19	25.69
Carpenter			
Crew Leader	25.93	26.45	26.97
Mech./Elect.			
Class A-I	25.02	25.52	26.02
Tool Room-			
Parts Person			
Crew Leader	26.27	26.80	27.32

Hourly Rates (Cont'd)

	Oct.1, 2002	Oct.1, 2003	Oct.1, 2004
	<u>2%</u>	<u>2%</u>	<u>2%</u>
Labourer	21.87	22.31	22.76
Operator V	22.07	22.51	22.96
Operator IV	22.64	23.09	23.55
Operator III	22.90	23.36	23.83
Operator II	23.18	23.64	24.11
Operator I	23.57	24.04	24.52
Helper Class A			
Mech./Elect.	22.28	22.73	23.18
Class II Mechanic	23.18	23.64	24.11
Saw Filer	24.27	24.76	25.26
Elect. Class B	24.27	24.76	25.26
Class I Mechanic	24.27	24.76	25.26
Plumber & Gas			
Serviceman	26.20	26.72	27.25
Class A			
Mech./Elect.	26.20	26.72	27.25
Carpenter			
Crew Leader	27.51	28.06	28.61
Mech./Elect.			
Class A-I	26.54	27.07	27.61
Tool Room -			
Parts Person			
Crew Leader	27.87	28.42	28.99

Note: Once an employee provides proof of possessing a D-Z licence, he will automatically be given Tank Truck and Gravel Truck qualification.

WAGE RATE & CLASSIFICATION

(Continued)

- b) An employee who is assigned to train another employee or employees shall be paid his regular rate plus 30 cents (30¢) per hour during the training assignment. Pieceworkers shall be paid at the Operator IV rate plus 30 cents per hour
- c) An employee, delegated by the Company to be a crew leader shall be paid 5% above his model rate for all hours worked as a crew leader.

WAGE RATE & CLASSIFICATION
(Continued)

LABOURER

Dumps, Crossing, Men Slushing
Fire Patrol Man
Helper Winchboat
Labourer General
Mechanic Helper
Watchman, Camp

OPERATOR V

Bus Driver
Camp, Dam, Bridge Construction Worker
Handyman
Operator, Outboard Motor
Operator, Powersaw Non-Productive
Operator, Tractor General
River Driver, Boatman, Pointers, Bows & Sterns
Saw Filer Helpers
Tire Maintenance Man
Truck Driver, Single Axle, Hauling On Body

OPERATOR IV

Feller, Limber (Treelength Skidding)
Operator, Mechanical Skidder Wheel Type
Operator, Winchboat Over 20 hp
Saw Filer Helper Class A
Tree Planter With Seniority
Truck Driver, Tandem Axle

OPERATOR III

Operator, Front End Loader
Operator, Mechanical Mobile Slasher
Truck Driver, Tandem Axle Hauling Logs
Landfill Operator

WAGE RATE & CLASSIFICATION
(Continued)

OPERATOR II

Operator, Bulldozer
Operator, Forwarder
Operator, Grapple Skidder
Operator, Power Grader
Operator, Skidding Feller Buncher Cut Wood
Operator, Stroke Delimber
Operator, Feller Buncher
Truck Driver - Float
Truck Driver ~ Self-loading
Fuelman

OPERATOR I

Crane Operator

9.00 SILVICULTURE WAGE
SCHEDULE

	Oct. 1, <u>1999</u>	Oct. 1, <u>2000</u>	Oct. 1, <u>2001</u>
	<u>3%</u>	<u>0.5</u>	<u>0.5</u>
Tree Planter	20.19	20.69	21.19
Labourer	20.19	20.69	21.19
	Oct. 1, <u>2002</u>	Oct. 1, <u>2003</u>	Oct. 1, <u>2004</u>
	<u>2%</u>	<u>2%</u>	<u>2%</u>
Tree Planter	21.61	22.04	22.48
Labourer	21.61	22.04	22.48

Crew Leader .35 cents
in addition to regular hourly rate.

PIECEWORK RATES Per Tree

Manual Planting
Site Prepared

Bare Root Stock .10 cents
Tubed Seedlings (Paper Pots) .08 cents
Container Stock
(where required to use a shovel) .09 cents

Manual Planting
Site Unprepared

Bare Root Stock	.11 cents
Tubed Seedlings (Paper Pots)	.09 cents

(Employees on the regular seniority listing
will not be assigned to Manual
Planting on Piecework Rates.)

10.00 PIECEWORK
CLASSIFICATIONS AND
RATES

a) Cutting and Skidding
Treelength (Wheeled
Skidders)

Rates per treelength piece,
butt diameter measure as
per the following
schedule:

Butt diameter
measure to be made
in accordance with
Ontario Government
Scaling Regulations.
Butt diameter to be
marked on each butt
by the scaler.

- The-. Company will
supply skidder with
winch, fuel, and
skidding equipment.

Crew to consist of
maximum of three (3)
men.

Maximum skidding
distance 600 feet.

When at Company
request the crews are
required to sort wood,
a bonus of 2.86% of
base earnings will be
paid.

Cutting and Skidding
Tree Length
(Wheeled Skidders)
Piecework Classification and Rates
Metric Rates Per Tree
Spruce and Balsam

<u>Butt Diameter (cm)</u>	<u>Oct.1 /94</u>
12	0.609
14	0.736
16	0.992
18	1.400
20	1.765
22	2.152
24	2.623
26	3.181
28	3.750
30	4.236
32	4.593
34	4.915
36	5.633
38	6.356
40	7.186
42	8.058
44	8.925
46	10.092
48	11.458
50	12.666
52	13.728
54	14.855
56	17.338
58	18.869
60	20.006
62	21.126
64	22.411

Spruce and Balsam (Cont'd)

<u>Butt Diameter (cm)</u>	<u>Oct. 1</u>
66	23.699
68	24.983
70	26.223
72	27.386
74	28.556
76	29.338
78	30.268
80	31.338
82	32.383
84	33.389

Preparation of Skidways

For the preparation of Skidways and placing of skids (where required) the crew will be paid 5% of the earnings on all such wood produced by the crew.

Cutting and Skidding
Tree Length
Wheeled Skidders)
Piecework Classification and Rates
Metric Rates Per Tree
Jackpine

<u>Butt Diameter (cm)</u>	<u>Oct. 1 /94</u>
12	0.388
14	0.669
16	0.968
18	1.358
20	1.722
22	2.111
24	2.546
26	3.023
28	3.589
30	4.009
32	4.273
34	4.480
36	4.994
38	5.555
40	6.120
42	6.686
44	7.257
46	7.860
48	8.477
50	9.099
52	9.731
54	10.360
56	10.986
58	11.609
60	12.235
62	12.866
64	13.493

Preparation of Skidways

For the preparation of skidways and placing skids (where required) the crew will be paid 5% of the earnings on all such wood produced by the crew.

- b) Cutting and skidding full treelength for delimbing and - topping - stroke delimber (wheeled skidder) two-man crew.

Rates per treelength piece, butt diameter measure as per the following schedule:

Butt diameter measure to be made in accordance with Ontario Government Scaling Regulations.

Each butt will be marked by the scaler.

The Company will supply skidder with winch, fuel, and skidding equipment.

Maximum skidding distance 600 feet.

When at Company request, the crews are required to sort wood, a bonus of 2.86% of base earnings will be paid.

Cutting and Skidding full Treelength
For Delimbing and Topping
with Stroke Delimber(wheeled skidder)
two-man crew
Piecework Classification and Rates
Metric Rates Per Tree
Spruce and Balsam

<u>Butt Diameter (cm)</u>	<u>Oct. 1/94</u>
12	0.456
14	0.552
16	0.743
18	1.051
20	1.322
22	1.615
24	1.968
26	2.387
28	2.812
30	3.176
32	3.447
34	3.686
36	4.225
38	4.766
40	5.389
42	6.045
44	6.694
46	7.570
48	8.594
50	9.499
52	10.295

Spruce and Balsam (Cont'd)

<u>Butt Diameter (cm)</u>	<u>Oct. 1 /94</u>
54	11.141
56	13.003
58	14.151
60	15.006
62	15.844
64	16.807
66	17.773
68	18.738
70	19.667
72	20.539
74	21.418
76	22.004
78	22.701
80	23.503
82 ~	24.289
84	25.042

Preparation of Skidways

For the preparation of skidways and placing skids (where required) the crew will be paid 5% of the earnings on all such wood produced by the crew.

Cutting and Skidding full Treelength
For Delimbing and Topping with
Stroke Delimber (wheeled skidder)
two-man crew
Piecework Classification and Rates
Metric Rates Per Tree
Jackpine

<u>Butt Diameter (cm)</u>	<u>Oct. 1/94</u>
12	0.292
14	0.501
16	0.726
18	1.017
20	1.292
22	1.584
24	1.909
26	2.268
28	2.692
30	3.007
32	3.205
34	3.361
36	3.746
38	4.166
40	4.589
42	5.015
44	5.444
46	5.896
48	6.359
50	6.824
52	7.297
54	7.770
56	8.240
58	8.706
60	9.176
62	9.649
64	10.119

Preparation of Skidways

For the preparation of skidways and placing skids (where required) the crews will be paid 5% of the earnings on all such wood produced by the crew.

c) Cutting and Skidding Veneer
Logs

Refer to ongoing negotiations.

11.00 BONUSSES

a) Walking Distance and Riding Time

- i) Piececutters who walk to work from camp a distance in excess of one and one-half (1-1/2) miles shall be paid on the basis of the rate for Feller, Limber (treelength skidding), for time required to walk the excess distance. For the purpose of this Agreement, it is agreed that the pieceworkers will walk at the rate of three (3) miles per hour.
- ii) Where pieceworkers are transported to work from camp, they shall be paid for riding time in excess of one-half (1/2) hour each

way at the rate for
Feller, Limber
(treelength skidding).

iii) Where a dayworker's travelling time from camp to working place is composed of riding and/or walking time, he shall be paid for all travelling time in excess of one-half (1/2) hour each way at his regular rate of pay.

iv) Where a pieceworker's or a dayworker's travelling time from camp to work place is composed of riding and walking time, he shall be paid at the rate of pay as per this Agreement for all combined riding and walking time in excess of one-half (1/2) hour each way.

The walking time based at the rate of one-quarter (1/4) of a mile equals five (5) minutes shall be added to the riding time.

b) Commuters

The Company and the Union agree that commuter operations shall be carried out by the Company on the following terms and conditions:

1. Commuters are employees:

a) Who are resident within reasonable riding and/or walking distance of the area of operations.

b) For whom board and lodging are not made

available by the
Company.

2. The Company will arrange to provide free transportation from the designated terminal point for each commuting area to the operating areas and return. Where practical this transportation will be provided along the most direct route. It is agreed that the Company will review with the Union the designation of terminal points from time to time.

It is further agreed that where travelling distance from the currently designated terminal point to the marshalling point for the commuting area exceeds fifteen (15) miles, the employees

who travel the excess distance shall be paid, effective date of ratification, nineteen cents (0.19 cents) per mile for the excess distance travelled each way, each day.

3. The marshalling point or points will be where the limit access roads intersect Highway 11. Time spent by pieceworkers or day workers travelling on the vehicle from a marshalling point or points to debarkation point or points to place of work in excess of one-half hour each way shall be paid for on the following basis:

- a) Dayworkers at their regular rate of pay.

holidays listed in 5.01,
excluding floating holidays.

The employee must have worked the last scheduled shift before, and the first scheduled shift after the holiday, except when the employee is absent due to a confirmed illness or accident, in which case the employee shall be paid. Employees absent due to a confirmed illness or accident shall only be entitled to one holiday after the start of such absence.

- b) The provisions set out in Sections 5.02(b), 5.02(c), 5.02(d), 5.02(e), 5.02(f), and 5.03 are not applicable.

4. Re: Article 2.0 – Working and Living Conditions

Where silvicultural work is to be carried out in isolated areas from camps and such areas are not accessible from communities on a daily commuter basis, the Company may set up suitable

temporary camps to accommodate such said employees while so engaged.

5. Re: Article 4.0 – Seniority

- a) The Company recognizes the principle of seniority for the aforesaid employees. Seniority will govern, subject to reasonable consideration of skill, efficiency, and ability in promotions, transfers, lay-off, and rehires. Seniority will govern on a camp basis.
- b) Employment of any new employee shall be considered probationary until he has worked sixty (60) days within a six-month period.
- c) A separate seniority list shall be established and maintained of the aforesaid employees, which will show the accumulated work days plus paid holidays of each employee while so employed. This shall be referred to as the silvicultural seniority list.

- d) An employee, on the silvicultural seniority list, hired on other production operations will be required to complete a further sixty (60) day probationary period in accordance with Section 4.02.

Upon completion, his silvicultural seniority from the last date of hire shall be transferred to the seniority list as established and maintained under Article IV of the Collective Agreement.

6. The provisions set out under:

- Medical, Surgical, Drug and Hospital Care Plans;
Life Insurance;
- Weekly Indemnity and Long Term Disability Plan;
Bereavement Pay;
Jury Duty Allowance; and
Dental Care Plan.

Are not applicable for the aforesaid employees.

7. Re: Commuters

Where marshalling points are not established in the Collective Agreement, which *are* suitable to a particular silviculture commuter operation, they shall be established by negotiations between the Company and the Union prior to commencement of such operations.

For walking distances and riding time, piecework tree planters will be paid on the basis of the daywork tree planter rate.

Company's portion will be based on the government's allowance for an apprentice who is able to live at home while attending the Trade School.

If the apprentice is required to live away from home in order to attend a Trade School, he will receive the Company pay supplement referred to above in addition to any increase allowance paid by the government to an apprentice living away from home while attending school.

An apprentice's entitlement for Vacation with Pay, Paid Holiday Pay, Weekly Indemnity, Funeral, and Bereavement Leave will not be affected by his attendance at a Trade School nor will his participation in any

employee welfare plans in which he is enrolled.

6. Providing a Tradesman has completed the time in the trade necessary to write for a Provincial Trade Certificate, he may write for such certificate and receive the "A" rate immediately following his course of studies and notification that a Trade Certificate will be issued.

If an apprentice is entitled to a reduction in term of his apprenticeship because of academic achievement, he shall enter his apprenticeship at the proper category as per the job description.

Mechanic I

He shall be capable without direction of performing all jobs assigned to him in an efficient manner on gasoline and/or diesel powered equipment generally used in woods operations.

He will be required to direct assistants working under him and must assume full responsibility for all work performed by himself or his assistants.

Where a present mechanic or a person subsequently hired has no certificate but has had special training and/or is assigned on only one type of equipment, he will automatically be rated as a Mechanic I.

Mechanic Class "A"

He shall be capable without direction of performing all jobs

assigned to him in an efficient manner on gasoline and/or diesel powered equipment generally used in woods operations. He will be required to direct assistants working under him and must assume full responsibility for all work performed by himself or his assistants.

He must be in possession of a Provincial Trade Certificate recommended by the Ministry of Labour of Ontario.

Mechanics presently employed in this classification will not be required to have a Certificate.

Mechanic Class "A-I "

In addition to fulfilling all of the qualifications of a Mechanic Class "A" and being in possession of a Provincial Trade Certificate he shall have had advanced theoretical and practical training in equipment sub-systems or be in possession of both a motor

Welder II

He shall be capable under direction of performing all jobs assigned to him in an efficient manner in both oxyacetylene and electrical welding in any position. He shall also have an understanding of types of flames, oxidizing, and carbonizing.

Welder I

Shall be capable without direction of performing all jobs assigned to him in an efficient manner in both oxyacetylene and electrical welding in any position.

He shall be capable of performing -both types of welding in all positions with all metals used on woods operations.

He must assume responsibility for all work performed by himself or his assistants.

Welder Class "A"

He shall be capable without direction of performing all jobs assigned to him in an efficient manner in both oxyacetylene and electrical welding in any position. He shall have an understanding of types of flames, oxidizing, and carbonizing.

He shall be proficient in both types of welding in all positions with all metals used on woods operations.

He must be able to fabricate from a blueprint.

He must assume responsibility for all work performed by himself or his assistants.

He must be in possession of the necessary trade certificate.

Welders presently employed in this classification will not be required to have a trade certificate.

Welder Crew Leader

A Welder Crew Leader is appointed as the need arises, must possess the qualification set out under Welder Class "A" and in addition shall be capable of leading other welders.

Welders presently employed in this category are not required to have a trade certificate.

Electrician Class "A"

The incumbent shall be capable without direction of performing all jobs assigned to him in an efficient manner on all electrical equipment including -electronic skills generally used in the woods operations.

He will be required to direct assistants working under him and must assume full responsibility for all work

performed by himself or his assistants.

He must be in possession of a Provincial Trade Certificate in Electrical Maintenance and Construction with Electronics designation issued by the Ministry of Skills Development.

Electrician Class "A-I "

The incumbent shall be capable without direction of performing all jobs assigned to him in an efficient manner on all electrical equipment including electronic skills generally used in the woods operations.

He shall be capable without direction of performing all jobs assigned to him in an efficient manner on all natural gas and propane systems generally used in the woods operations.

He will be required to direct assistants working under him

and must assume full responsibility for all work performed by himself or all assistants.

He must be in possession of a Provincial Trade Certificate in Electrical Maintenance and Construction with Electronics designation issued by the Ministry of Skills Development.

He must be in possession of a Provincial Trade Certificate in Natural Gas and Propane Fitter II issued by the Ministry of Consumer and Commercial Relations.

15.00 TRADESMEN'S TOOLS

Tradesmen will furnish all hand tools common to the trade. Mechanics will furnish spanners up to 1-1/4" opening, sockets up to and including 1/2 " drive and 1-1/4" opening, adjustable wrenches up to 18" in length, hammers, chisels, punches, and screw drivers. The Company agrees

to replace any personal tools broken in service provided that such broken tools are returned. The Company agrees to provide tools to tradesmen at cost. The Company will provide on loan any special tools, including power driven tools, testing and measuring instruments and gauges, pullers, sockets over ½" drive, spanners over 1-1/4" opening.

In the event that the common tools of tradesmen are required to be in metric measurements, such tools shall be provided on loan by the Company,

Upon proof of purchase, the Company shall pay up to a maximum of \$300.00 per year as tool and toolbox allowance for all tradespersons.

16.00 R A D I O S - HARVESTING
EQUIPMENT

Radios will be standard on any
new piece of harvesting
equipment purchased.

17.00

LETTER OF UNDERSTANDING

BETWEEN

SPRUCE FALLS INC.

AND

I.W.A. – CANADA
LOCAL 2995

WORKING AND LIVING CONDITIONS

Article 2.03

It is understood and agreed that this does not in any way restrict the Company's right to continue the established practice of employing contractors together with their equipment on harvesting operations and hauling when required or the right of a contractor to be so employed provided that all applicable provisions of the Agreement shall apply to such employees.

The Union recognizes the importance and complexity of maintaining an

efficient and competitive woodlands operation and realizes that operating practices that deviate from this rule may need to be established on a temporary basis; therefore, the Union is prepared and willing to seriously discuss such practices as the need arises providing that priority in hiring is given to Company employees and/or operators of the surrounding communities.

FOR THE UNION

G. Bourgouin
Business Agent
Local 2995 IWA
C A N A D A ~

D. Roy
President
Local 2995 IWA

R. Forget
Union Rep.- Local 2995

G. Millette
Union Rep.- Local 2995

A. Proulx
Union Rep.- Local 2995

R. Doiron
Union Rep.- Local 2995

G. McMeekin
Coalition Leader

FOR THE COMPANY

D.R. Goss
V.P. & Gen. Mgr.-
Woodlands Operations

K. Darbyson
Director -
Human Resources

M. Tremblay
Labour Relations
Superintendent

Date: April 16, 1999

18.00

LETTER OF UNDERSTANDING

BETWEEN

SPRUCE FALLS INC.

AND

IWA ~ CANADA
LOCAL 2995

WOOD HAUL

The intent of this Letter of Understanding is to promote an efficient cost-effective haul which will benefit both employees and our Company.

1. Rates for haul truck drivers to be on a per load or per tonne basis.
2. Earnings for S.F.I. drivers will be reviewed and adjusted by the Truck Drivers Sub-Committee after the first two weeks of the haul, if felt by either party that there is a need to do so. Thereafter, rates will be reviewed and adjusted as follows: end of December, mid and

end of January, end of February and at the end of the haul, at which time any adjustments will be made if deemed necessary. Rates are based on the average hours per trip times the hourly rate for Operator III. The sub-committee will consist of a truck driver from each unit and up to three staff with a chairperson from Human Resources.

Note: All adjustments after the first 2-week adjustment will be paid at the end of . the haul on a block (time) by block basis.

3. The above sub-committee will also be used to address ongoing truck or truck driver related issues/problems making recommendations to a Department Head and/or Wood cost Committee as appropriate.
4. a) Time lost on the haul due to weather will be handled as per the Collective Agreement.

- b) A truck driver who loses more than one (1) continuous hour for waiting to be loaded or unloaded by a Company crane and/or breakdown of Company trailers, shall be paid for all hours lost in excess of one (1) hour at the straight time rate for Operator III. For all prior and subsequent periods of waiting to be loaded or unloaded by a Company crane and/or breakdown of Company trailers of more than 0.5 hours on the same shift, all time lost will be compensated for at the straight time rate of Operator III.

Note: This section deals with delays at a crane, or with the breakdown of Company trailers, and not for delays that may occur en route to a crane for any other reason, i.e. bunching of trucks. If required, this will be reviewed by both parties.

c) Time lost due to other mechanical breakdown or failures will be handled in the following manner:

If a haul truck driver works less than or equal to $\frac{1}{2}$ day (4 hours) and the piecework wages are not at least equal to the day work equivalent of 4 hours x the hourly rate for Operator III, then the difference between the day work equivalent and the actual piecework earnings will be made up as time lost, provided the employee reports to his/her supervisor, accepts alternate work if requested, and remains available for the 4-hour period if requested.

If a haul truck driver works more- than $\frac{1}{2}$ day (4 hours) and the piecework wages are not at least equal to the day work equivalent of 8 hours x the hourly rate for Operator III, then the difference between the day work equivalent and the actual piecework earnings

will be made up as time lost, provided the employee reports to his/her supervisor, accepts alternate work if requested and remains available for the 8-hour period if requested.

N.B. In all cases, the onus is on the employee to make a claim in writing and forward it to his/her supervisor if the employee believes time lost payments are justified.

5. Time worked on the employee's sixth and/or seventh day of the week will be compensated for, at an additional 25% per load.

FOR THE COMPANY

D.R. Goss
V.P. & Gen. Mgr.-
Woodlands Operations

K. Darbyson
Director – Human Resources

M. Tremblay
Labour Relations Superintendent

For the Union

G. Bourgouin
Business Agent –
Local 2995

D. Roy
President –
Local 2995

R. Forget
Union
Representative

G. Millette
Union
Representative

A. Proulx -
Union
Representative

R. Doiron
Union
Representative

G. McMeekin
Coalition
Leader

19.00

LETTER OF UNDERSTANDING

BETWEEN

SPRUCE FALLS INC.

AND

IWA – CANADA
LOCAL 2995

WOODLANDS COST COMMITTEE

The Company and Union will establish a Woodlands Cost Committee that will make recommendations to the Vice-President and General Manager Forest Products Division to:

1. Review and monitor the harvesting, delivery and processing of the operation.
2. Study general market prices in the area for sawlogs, chips, etc. in long and short term contracts.

3. Explore the feasibility of the sale or exchange of fibre, and other possible opportunities.
4. Changes to the Forest Management Agreement.
5. Purchasing of Heavy Equipment Machinery.

FOR THE UNION

FOR THE COMPANY

N. Rivard
President
Local 2995 -
IWA CANADA

D.R. Goss
VP. & Gen.Mgr.
Forest Products
Division

M. Tremblay
Local 2995
IWA CANADA

R. Pulsifer
Labour Relations
Superintendent

Date: August 30, 1994

20.00

LETTER OF UNDERSTANDING

BETWEEN

SPRUCE FALLS INC.

AND

I.W.A. – CANADA
LOCAL 2995

In order to settle the Gaston Mercier and Jacques Mercier grievance, the Company proposes that the above named be listed on the Mechanical Department 400 seniority ranking as per their respective seniority.

It must be understood and agreed that this ranking will not be applied to displace the presently qualified incumbents on the exiting Dept. 400 model listing Luc Lauzon and Michel Dumais until such time as Gaston Mercier and Jacques Mercier become qualified and licensed Class "A" mechanics.

It is understood that both Jacques Mercier and Gaston Mercier will be

registered by Spruce Falls Inc. in the trades apprenticeship program while they are working as mechanic trainees.

It is further understood that both employees will be credited for any loss of seniority due to this situation.

If the undersigned are in agreement, this letter will constitute a final resolve to this grievance.

The attachments form part of this Offer of Settlement.

FOR THE UNION

FOR THE COMPANY

N. Rivard
President
Local 2995 -
IWA CANADA

D.R. Goss
VP. & Gen.Mgr.
Forest Products
Division

M. Tremblay
Local 2995
IWA CANADA

R. Pulsifer
Labour Relations
Superintendent

Date: August 30, 1994

LETTER OF AGREEMENT
IN REFERENCE TO SETTLEMENT
OF MERCIER GRIEVANCE

The parties agree that the Company has the right to determine the mix of mechanics and helpers and the right to establish and change the location of this mix as required, on a reasonable basis.

“New helpers” will be entered into Dept. 400 and entered into the apprenticeship program by the Company only after all Class A mechanics and helpers on the attached list are working or no longer have recall rights.

As a general guideline, one new helper will be placed in the apprenticeship program for each new Class A mechanic hired.

“New helpers” are employees who have successfully bid on a posting for the position of “Mechanic helper”, and meet the educational levels specified by the Apprenticeship Act and have

passed the GATB tests administered by Canada Manpower.

The parties agree that there may be time when mechanic helpers, who may be senior in seniority, are laid off while Class A mechanics with less seniority are working.

In addition, persons entered into the apprenticeship program will not be bumped from the mechanical department by less qualified individuals.

LOCAL 2995 - DEPT. 400

NAME & NO.	OCCUPATION	SENIORITY
DUFRESNE, Gilles J. #26584	Lead Mechanic	10004
LEVESQUE, Fernand #26309	Mechanic A	9845
CREDGER, Ernest #26765	Lead Mechanic	9675
PROULX, Arthur #26690	On Assignment	9279
TANGUY, Jacques #26912	Mechanic A-I	9061
BELANGER, Rene #26706	Mechanic A	8895
LEONARD, Lionel Jr. #25487	Mechanic A	8827
SINAI, John D. #27024	Mechanic A	8734
LECLAIR, Maurice H. #1977	Mechanic A	7598
NESSETH, Marcel #27354	Mechanic 1	6669
PERRAS, Dominique #25560	L.T.D.	6575
PEREIRA, Jose A. #26223	L.T.D.	6509
LAUZON, Robert #26252	Mechanic A	6226
DINNISSEN, Martin #26363	Mechanic A-I	6041
REASBECK, E. Wayne #2581	Mechanic A	5924
TRUDEL, Ronald J. #26470	Mechanic A	5736
MEILLEUR, Pierre #26410	Mechanic A	5667
DIONNE, Laurent #26537	Mechanic A-I	5593

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NAME & NO.	OCCUPATION	SENIORITY
CHMELIK, Vendy #2353	Mechanic A-I	5301
PAYANT, Bruno #26631	Mechanic A-I	4934
BERGERON, Denis #1689	Mechanic A	4585
PAYANT, Charles #493	Mechanic A	4501
MIGNEAULT, Roger #25891	Mechanic A	4427
NYKANEN, William #26628	Mechanic 1	4207
MERCIER, Gaston #26774	Mechanic Helper A + 75	4045
MERCIER, Jacques #26776	Mechanic Helper + 337	3858
LAUZON, Luc #3099	Mechanic A-I	3770
DUMAIS, Michel #26583	Mechanic A	2722
LARABIE, Rene L. #2419	Mechanic A	2269
SEGUIN, Normand #715	Mechanic A (Sick)	2169
CHEVALIER, Benoit #2738	Mechanic A-I	2054
LECUYER, Donald #26407	Mechanic Helper A	1805
BELANGER, Kenny #23160	Mechanic A (LOA)	139

February 18, 1993

21.00

SPRUCE FALLS INC.

WORKFORCE ADJUSTMENT PLAN

MEMORANDUM OF AGREEMENT

BETWEEN

SPRUCE FALLS INC. (The Company)

AND

THE UNION COALITION (The Unions]

Local 89 C.E.P.

Local 256 C.E.P.

Local 166 O.P.E.I.U.

Local 1149 I.B.E.W.

Local 2995 I.W.A.

Discussions having been completed on June 2, 1993 between Spruce Falls Inc. and the Union Coalition, the parties have reached agreement on the terms and conditions of an Adjustment Plan, pursuant to the Labour Relations Act, as stipulated herein.

1. Early Retirement

Spruce Falls Inc. employees, who attain the age of 55 years and have 15 years or more of pensionable service as of December 31, 1993, will be eligible to retire with an unreduced pension and also a bridging benefit, which will be the equivalent of: the value of the total bridging amount the employee would have been entitled to had he continued to work, divided by the number of months between retirement date and age 65. In addition, a supplement of \$100 per month to age 65 will be paid. Eligible employees will be individually notified of the amount of their calculated bridge, including the \$100 per month supplement. Detailed -pension estimates will also be provided, upon request, to employees interested in the Early Retirement package.

The Company will have the right to retain employees, if deemed

necessary, until December 31, 1993.

Earnings for 1993 will be calculated as follows: eligible earnings to retirement date plus 40 hours x model rate of pay x number of weeks between retirement date and December 31, 1993.

Retirees will have the option of maintaining Major-Medical benefits to age 65 and Dental Benefits to age 58. The premiums for these benefits shall be paid by the retiree and are subject to change from time to time, according to the respective benefit plan costs.

The additional costs to the Pension Plan, incurred by this Early Retirement package, will be funded by the Company.

Employees who will retire under this Early Retirement package must notify the Company and sign off no later than 4:00 p.m., July 9, 1993, and must retire no later than September 30, 1993, with the

exception of employees who may be required to work until December 31, 1993.

Any problems with the application of the Early Retirement package will be referred to the Joint Union-Management Committee.

2. Voluntary Severance

During the period of July 10, 1993 to July 30, 1993, Spruce Falls Inc. employees who have not received termination notices will be eligible for voluntary severance upon providing two weeks' notice, subject to the following conditions:

- (a) Employees, 55 years of age with 15 years or more of service as of December 31, 1993 are not eligible for voluntary severance.
- (b) The amount of severance pay will be calculated as follows:
One (1) week's pay for each year of service (maximum 26 weeks! based on the

employee's May 7, 1993
model payroll rate x 40.

(c) The Company will have the right to retain employees, if deemed necessary, for up to six (6) months.

(d) The number of employees exercising this option will be limited to:

the total number of active employees who are eligible to retire under the Early Retirement package by Local Union

minus

the number of employees who exercise this option to retire under the Early Retirement package by Local Union.

3. Attrition Plan

(a) The Company will establish workforce requirements based on the Core Business.

- (b) The Company will provide each Local Union with a list of permanent employees to be included on an attrition list. This will be done immediately following the retirement notification deadline of July 9, 1993. Inactive employees will not be included on the list; however, it is understood that if any inactive employees return to work they will displace the junior employee(s) on the list. The list of protected employees will not increase as a result of inactive employees returning to work.
- (c) Any reductions, occurring after the workforce requirements have been established by the Company, resulting from automation, changes in methods of process, work restructuring or changes in work practices, will be done by attrition (death, retirement, resignation, etc.).
- (d) This clause will not apply for reasons of market conditions,

temporary or permanent shutdown and/or temporary or permanent closures. In such cases, required lay-offs will occur as necessary.

Should a workforce reduction occur as a result of the above, impacted employees who have demoted themselves to the Spare List, will be eligible to exercise their bumping rights according to Local Union's seniority, displacing junior employees on the attrition list.

- (e) This Attrition Plan does not supersede Local 2995 I.W.A. non-monetary appendix Article 1.01 (b).

4. Extension of Recall Rights

Employees who have one year or more of continuous service as of May 31, 1993 and are laid off between May 31, 1993 and May 31, 1996, shall maintain recall rights until May 31, 1998.

Employees who take severance pay will automatically waive recall rights.

5. Training

A joint Union-Management Committee will review training requirements and opportunities. The Learning Centre will coordinate training activities.

The Workers' Adjustment Centre will continue to operate for another year and will assist Spruce Falls Inc. displaced employees.

6. Shorter Work Week/Work Sharing

The Company is willing to consider Union proposals on a shorter work week with the understanding there will be no incremental cost to the Company.

As well, the Company is willing to consider work sharing arrangements, such as rotating of employees to and from lay-offs or other measures that can be

coordinated with UIC and/or
government programs.

**7. Employment Beyond the
Termination Date**

The Company and the Mill Local
Unions will jointly seek approval
for work periods extending past
July 31, 1993. This approval will
be sought from the Director of
Employment Standards for a period
of 36 months.

The terms and conditions of this
Adjustment Plan have been agreed to
on behalf of the concerned parties by
the undersigned on this 3rd day of
June, 1993 at Kapuskasing, Ontario.

FOR THE COMPANY

A. Pulsifer
Labour Relations Superintendent

D. Turcotte
V.P. & Gen. Mgr. – Mill Operations

G. Boucher
Human Resources Manager

D. Goss
Vice-President
Woodlands Operations

FOR THE UNION

G. St. Onge
President – Local 89 CEP

J. Ballantyne
Vice-President – Local 166 OPEIU

N. Leybourne
President – Local 256 CEP

M. Micallef
President – Local 1149 IBEW

N. Rivard
President – Local 2995 IWA CANADA

Date: June 3, 1993

22.00 **ATTRITION LIST --**
LOCAL 2995

	<u>EMPLOYEE NAME</u>	<u>NUMBER</u>
1	AUBIN, Marcel	25220
2	TOURIGNY, Andre N.	25498
3	MANCA, Pietro	25802
4	TOUSIGNANT, Normand J	25789
5	SCHMIDT, Manfred	25791
6	LEVESQUE, Gilbert	25696
7	BELANGER, Jacques	25886
8	GIANCOLA, Angelo	25937
9	AUDET, Richard	25852
10	ALBERT, Raymond	25611
11	LABRECQUE, Yvon A.	25980
12	CHOUINARD, Gerard R.	25927
13	BIZIER, Roland	25899
14	PLOURDE, Jean Eudes	25950
15	CHABOT, Remi	26063
16	GARAND, Clement	26140
17	GIROUARD, Majella	26125
18	BOILY, Joseph	25842
19	DUFRESNE, Gilles	26584
20	BLAIS, Jean Marie R.	26173
21	DUFRESNE, Jean R.	26217
22	LEVESQUE, Fernand	26309
23	DUBOSQ, Laurent J.	26274
24	CREDGER, Ernest	26765
25	HACHEZ, Alexandre	26272
26	DESBIEENS, Leon G.	26502
27	DUFRESNE, George	26210
28	GRANDMONT, Remi G.	26942
29	MERCURE, Jean Guy	26937
30	VALLIERE, Gerald S.	26966
31	GENDRON, Gaetan	26701
32	PROULX, Arthur	26690
33	GOUPIL, Roger C.	26944
34	TREMBLAY, Daniel D.	26718

22.00 **ATTRITION LIST --**
LOCAL 2995

	<u>EMPLOYEE NAME</u>	<u>NUMBER</u>
35	CARRIERE, Leonidas	26964
36	HACHEZ, Ronald A.	26697
37	LAMONTAGNE, Raymond A.	26984
38	MILLETTE, Gary	25218
39	TANGUY, Jacques	26912
40	MITRON, Pierre W.	26982
41	BELANGER, Rene	26706
42	BELANGER, Andre	26672
43	LEONARD, Lionel Jr.	25487
44	SINAI, John D.	27024
45	CHABOT, Gaston	27100
46	MATOS, Antonio	25385
47	PROVENCHER, Real	25383
48	CARRIERE, Louis	25458
49	FORTIER, Guy	26659
50	GRAVEL, Normand J.	26495
51	FORTIER, Alain	27021
52	NOLET, Germain	25317
53	GUENETTE, Claude	27082
54	LECLAIR, Maurice H.	1977
55	GAGNON, Guy	27179
56	LAMONTAGNE, Laurent	27165
57	CHARLEBOIS, Raymond	27197
58	LEVEQUE, Camille O.	27281
59	LEVESQUE, Jean Louis	26693
60	NESSETH, Marcel	27354
61	GUENETTE, Gratien	27427
62	STENABAUGH, Lorne	26463
63	TREMBLAY, Yvon H.	25957
64	LAROCHELLE, Marcel	27242
65	VEILLEUX, Gaetan B.	26337
66	CHOUINARD, Laureat	26162
67	BOISSONNEAULT, Claude	25575
68	LAUZON, Robert	26252

22.00 ATTRITION LIST –
 LOCAL 2995

	<u>EMPLOYEE NAME</u>	<u>NUMBER</u>
69	PELLETIER, Roger L.	26663
70	PELLETIER, Roland	25524
71	HEBERT, Maurice	25347
72	DINNISSEN, Martin	26363
73	REASBECK, Wayne	2581
74	TRUDEL, Ronald	26470
75	MEILLEUR, Pierre	26410
76	DIONNE, Laurent	26537
77	CHMELIK, Vendy	2353
78	PAYANT, Bruno	26631
79	BERGERON, Denis	1689
80	PAYANT, Charles	493

23.00 DISCIPLINE

The Company sets forth rules and regulations, which must be followed. These rules must be reasonable and made known to the employees. Failure by an employee to comply with Company rules and regulations shall leave the employee liable to disciplinary action.

23.01

- a) Any supervisor has the authority to suspend an employee for JUST cause for the duration of the work period on the work day in which the infraction takes place.
- b) The supervisor shall immediately report the infraction to the department head or manager.
- c) The department head or manager will report the

infraction to the Labour Relations Superintendent and Union President and shall arrange for a meeting within 48 hours, excluding weekends and holidays.

- d) The employee shall be available and advised of any decisions made within 24 hours.
- e) If the employee is not satisfied with the disposition of the case, he may initiate the grievance procedure by presenting the grievance at the level of Vice-President and General Manager or his delegate.
- f) If, upon investigation, it is found that an employee has been unjustly suspended or discharged, he shall be reinstated with FULL REDRESS.

23.02

- a) A complete record of each case of discipline administered, including suspensions and dismissals shall be kept in a separate file at the Personnel Office at the mill.
- b) This record shall consist of:
 - i) offence charged
 - ii) superintendent's and foreman's report, regarding the offence
 - iii) date and time of notice to employee to report for disposition of the case
 - iv) final disposition of the case.

23.03

Each discipline report shall be cancelled twelve (12) months after the recorded date of offence and no record of such offence or cancelled discipline report shall be included in any subsequent report.