

# **AGREEMENT**

**BETWEEN**

**DOMTAR INC.  
DOMTAR FOREST PRODUCTS  
WHITE RIVER SAWMILL**

**[Hereinafter referred to as the Company)**

**AND**

**INDUSTRIAL, WOOD AND  
ALLIED WORKERS OF CANADA  
LOCAL 2693**

**(Hereinafter referred to as the Union)**

**DOMTAR**

®  
11329(0)

**SEPTEMBER 1, 1995 - AUGUST 31, 1998**

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# AGREEMENT

Between

DOMTAR INC.  
DOMTAR FOREST PRODUCTS  
(WHITE RIVER SAWMILL)

(Hereinafter referred to as the Company)

and

INDUSTRIAL, WOOD, AND ALLIED WORKERS OF CANADA  
Local 2693

(Hereinafter referred to as the Union)

## ARTICLE I - PURPOSE

### 1.01

The purpose of this Agreement is to secure for the Company and the Union the full benefits of orderly and legal collective bargaining in respect to hours, wages, working conditions, and to ensure to the utmost extent possible, the safety and physical welfare of the employees, economy of operation, quality and quantity of output and protection of property. This Agreement, moreover, seeks to provide for fair and peaceful adjustments of all disputes that may arise between the parties. It is recognized as a duty of the parties hereto and of all employees to co-operate fully, individually and collectively, for the advancement of the conditions set forth herein.

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

## ARTICLE II - PERIOD

### 2.01

The Company and the Union agree one with other that they will abide by the Articles of this Agreement from ~~September 1st, 1995 to August 31, 1998, inclusive, and from year to year thereafter~~ unless either party desires to change or terminate the Agreement, in which case the party desiring the change or termination shall notify the other party, in writing, at least sixty (60) days prior to September 1, of the particular year that such is its desire. Either party opening the Agreement in the manner provided above shall notify the other party in writing as to the changes desired.

## ARTICLE III - RECOGNITION - JURISDICTION

### 3.01

a) The Company recognizes the Union as the sole collective bar-



gaining agent of all employees of the Company at its Sawmill, Planing Mill, and Yard at White River, Ontario, save and except supervisor, persons above the rank of supervisor, and office and sales staff.

- b) During the term of this Agreement, the Company agrees that it will not employ contractors or sub-contractors to do work commonly performed by employees covered by the terms of this Agreement.

### 3.02

Supervisory personnel shall not perform work which would normally be 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 or danger to property.

### 3.03

It is agreed that Company operations shall not be interrupted as a result of any jurisdictional dispute that may arise between the Union and any other Union. Questions of jurisdiction shall conform to the regulations covering such matters in accordance with the provisions of the Labour Relations Act of Ontario.

## **ARTICLE IV - RATES AND CLASSIFICATIONS**

### 4.01

The Wage Schedule is attached hereto, and forms a part of this Agreement.

### 4.02

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 agreement, the matter may be referred to Stage II of the Grievance Procedure. The revised rate when established shall be retroactive to the date that the change in the job content occurred.

### 4.03

For job classifications not listed in the attached Wage Schedule, the Company shall set estimated or temporary rates of which the Union will be notified in writing at least thirty (30) days in advance. At the request of the Union, the Company agrees to discuss the rates and conditions during the thirty (30) day interim period prior to commencement of operation. Any such rates will be based on comparison with the prevailing rates for similar and/or related occupations in the attached Wage Schedule. After a thirty (30) day

trial period any such rate or rates shall be negotiated with the Local Union and after agreement is reached, shall become part of the Wage Schedule and attached hereto. Upon failure to reach agreement on the rate or rates, the matter may be referred to Stage II of the Grievance Procedure.

Rates, when established, shall be retroactive to the date of establishment. The thirty (30) day period can be extended by mutual consent of the parties.

## **ARTICLE V - UNION MEMBERSHIP**

### **5.01**

- a) Any employee who is now a member in good standing or who becomes or is reinstated as a member of the Union shall, as a condition of continued employment, maintain such membership in good standing throughout the term of this Agreement.

For the purpose of this Agreement the term "good standing" shall be defined as a limited to mean all current membership dues and any applicable initiation fee shall not be in arrears.

- b) New employees shall make application to join the Union when first approached to do so by a duly authorized Union Steward, Official or Representative. The Company shall, upon hiring, advise all new employees in writing with a copy to the Union Steward, to report to the Steward within ten (10) days of commencing work. Failure of an employee to comply with the conditions herein, shall be cause for immediate termination of employment.
- c) The Company shall put employees on check-off at the time of hire or return to work and deduct the Union's monthly membership dues from monies due them.

### **5.02**

When hiring employees the Company will, after complying with Article XII of this Agreement, give preference to Union members in the immediate area, who apply and are capable of doing the work required of them.

### **5.03**

Upon the written request of an employee, the Company agrees that it will deduct from monies due him an amount equal to the regular Union initiation fees and/or monthly membership dues.

### **5.04**

The amounts so deducted shall be remitted to the Local Union, together with itemized lists, in duplicate, of names and amounts. The Company will deliver these lists not later than the end of the

following month.

A copy of the list will be given to the Union Steward.

#### 5.05

Representatives of the Union carrying a certificate of authority signed by the President and Secretary of the Union shall have the right to visit the plant in connection with Union business. Prior to his visit, the Union representative shall report to the Mill Office. The Union representative shall conduct himself in a manner which will not interfere with the normal operation of the plant during his visit.

#### 5.06

The Local Union shall furnish the Company with a list of Local Officers and Representatives and shall amend these lists as changes occur.

#### 5.07

The Company will furnish a list of supervisory personnel to the Union Office at the start of the contract year and amend it, if required, at the end of each month. The amended list will show the effective date of the changes. Failure to advise the Union of such changes will not in any way affect the authority of Company supervisors.

### **ARTICLE VI - VACATIONS WITH PAY**

#### 6.01

- a) Vacation Pay shall be paid to each employee on the payroll of the Company by cheque, to be issued at the time of termination of employment, when vacation is taken, or, at the employee's option, at the time of lay off.
- b) An employee who has been continuously employed for one (1) year shall take vacation time off at a time which is satisfactory to the employee and his supervisor. Each two percent (2%) increment of Vacation Pay credit shall entitle an employee to one (1) week of time off.
- c) Vacations will, as far as possible, be granted at times most desired by employees. An employee, to ensure consideration of his desire, must notify his supervisor of his preferred vacation period by April 1 in any given year. When requests of two (2) or more employees in a department conflict with the Company's requirements, and all other attempts to resolve this difficulty have failed, the Company will allocate vacations, giving preference to the most senior employee.



- d) Vacations shall not be accumulative and may not be carried over to a succeeding year.

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## 6.02

Vacation with Pay credits shall be paid on the following basis:

- a) 4% of gross earnings for employees who have less than 800 days seniority with the Company.
- b) 6% of gross earnings for employees who have 800 days or more but less than 2,000 days seniority with the Company.
- c) 8% of gross earnings for employees who have 2,000 days or more but less than 4,000 days seniority with the Company.
- d) 10% of gross earnings for employees who have 4,000 days seniority or more with the Company.
- e) 12% of gross earnings for employees who have 5,400 days seniority or more with the Company.
- f) Supplementary vacation with pay:  
Employees who have more than five thousand (5,000) days of seniority with the Company shall receive the following additional vacation with pay in the calendar year in which they attain:  
Age 60 - 1 week (2% of gross earnings)  
Age 61 - 2 weeks (4% of gross earnings)  
Age 62 - 3 weeks (6% of gross earnings)  
Age 63 - 4 weeks (8% of gross earnings)  
Age 64 - 5 weeks (10% of gross earnings)

## 6.03

Days seniority for the purpose of this Article shall mean all days worked, and 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 all days on temporary leave of absence of Union Business, or on off-the-job training, vacation, holidays with pay, jury duty, subpoenaed witness and bereavement leave.

An employee who has established seniority in accordance with Section 12.02 of Article XII shall retain his accumulation of service for his rate of Vacation Pay for as long as he retains seniority rights with the Company.

## ARTICLE VII - HOLIDAYS WITH PAY

### 7.01

Employees shall be paid without the performance of work for the following holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day

Victoria Day	Remembrance Day
Dominion Day	Christmas Day
Civic Holiday	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.

Designated dates for the above statutory holidays are as per attached schedule.

## 7.02

- a) An employee who has established seniority in accordance with Article XII, is eligible for Holiday Pay provided that:
  - i) he works his last scheduled shift prior to the holiday and he works his first scheduled shift following the holiday, unless excused by Management; or
  - ii) he has worked any of the available days within the thirty (30) day period immediately prior to the holiday and is on authorized leave of absence when the holiday occurs. In this case he shall receive Holiday Pay for the first holiday that occurs during his absence; provide he returns to work on time; or
  - iii) he is obliged to cease work due to lay off thirty (30) day period immediately prior to the holiday. In this case he shall receive Holiday Pay for the holiday(s) within such thirty (30) day period; or
  - iv) he 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. In the case he shall receive Holiday Pay for holiday(s) within such twenty-one (21) day period; or
  - v) he is recalled and works any time during the fourteen (14) day period immediately following the holiday. In this case he shall receive Holiday Pay for the preceding holiday.
- b) An employee who qualifies under Section 12.02 and is on vacation, shall be entitled to Holiday Pay and additional time off for any holidays occurring within such vacation period.
- c) Holiday Pay shall be calculated at eight (8) or ten (10) hours at the employee's regular hourly rate, consistent with his scheduled hours per shift for his scheduled work week.

## 7.03

An employee required to work on a holiday listed in Section 7.01, shall be paid for all time worked at one and one-half times his regular rate, and, if qualified, shall also receive Holiday Pay for the

holiday. Double time will be paid after eight (8) hours or work on a holiday.

#### 7.04

All qualifying time periods referred to in this Article consist of calendar days.

#### 7.05

In addition to the holidays listed in Section 7.01, an employee will be granted floating holidays on the following basis: (Seniority for the purpose of Sections 7.05 (i), (ii) and (iii) will be as defined in Section 6.03 of the Agreement).

- i) Employees with sixty (60) days seniority, one (1) floating holiday per calendar year.
- ii) Employees with one hundred and twenty (120) days seniority, two (2) floating holidays per calendar year.

#### 7.06

A floating holiday must be taken on a day on which the employee would normally have been scheduled to work, and at a time satisfactory to the employee and his supervisor. Floating holidays not taken by October 1 of each year shall be scheduled by the Company in conjunction with the employee concerned. Employees must give prior notice of intent to take a floating holiday.

#### 7.07

To be eligible for payment for a floating holiday the employee must work his last scheduled shift prior to, and his first scheduled shift following the day designated as a floating holiday, unless prevented from so doing due to circumstances beyond his control.

#### 7.08

An employee who is qualified for floating holidays and who is prevented by lay off from taking his floating holidays shall receive pay in lieu of such floating holidays, if he so requests.

#### 7.09

Payment for a floating holiday shall be eight (8) hours or ten (10) hours at the employee's regular hourly rate, consistent with his scheduled hours per shift for his scheduled work week.

### **ARTICLE VIII - ADJUSTMENT OF GRIEVANCES**

#### 8.01

It is the mutual desire of the parties hereto that complaints of employees be adjusted as quickly as possible and it is generally

understood that an employee has no grievance until he has given to his supervisor an opportunity to adjust his complaint.

#### 8.02

The Union shall arrange for the election or temporary appointment from its working membership of a Union Committee of ~~six~~ (6), which shall include the Union Steward.

The Company shall be notified in writing as to the names of the members of the Committee and the Steward.

It is agreed that there shall be no discrimination exercised in any manner towards the Steward or Union Committee Members.

#### 8.03

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

#### 8.04

Grievances as defined above, between employees and the company, shall be taken by the employee himself, or together with the Union Steward and/or Union representative having jurisdiction to the employee's immediate supervisor for adjustment. It is agreed that such meetings will not interrupt the normal operations.

No grievance shall be recognized unless the employee concerned follows this procedure. The grievance shall be presented without undue delay. Any grievance submitted to the employee's immediate supervisor, in accordance with this procedure, in writing, will be disposed of by the supervisor in writing.

Where a grievance has been submitted in writing, it will be dealt with in writing at all stages thereafter. Failing a satisfactory adjustment within two (2) days of submission of the grievance, then,

### **Stage 2**

The matter shall be taken up by the Union Grievance Committee and/or Union Representative with the Mill Operations Manager or his representative within four (4) days in writing on forms to be supplied by the Union. The Company shall make a reply in writing, within a further four (4) days. Failing a settlement, then,

### **Stage 3**

Either party may, within fifteen (15) days of the Stage 2 reply, refer the matter to arbitration. This notice of intent to proceed to arbitration shall be accompanied by the name of that party's nominee.

## 8.05

The Board of Arbitration shall be composed of three (3) members; one (1) appointed by the Company, one (1) by the Union, and the two (2) so appointed shall select the third, who shall be Chairman.

Either party shall appoint its nominee not later than (5) days after receipt of written notice of the other party's nominee.

If the Company and the Union nominees are unable to agree upon the selection of a Chairman within fifteen (15) days, then the Ontario Ministry of Labour shall be requested to name the Chairman.

The Arbitration Board shall convene, and render a decision. Such decision shall be final and binding on both parties to this Agreement.

## 8.06

It is understood that the function of the Arbitration Board shall be to interpret this Agreement, and that it shall deal only with the specific questions as submitted and shall have no power to alter, add to, or amend this Agreement. However, the function of the Arbitration Board shall include the power to consider adjustments to individual job classifications under Section 4.02 and rates for job classifications under Section 4.03 and to revise the rates therefore. The Arbitration Board shall have no power to decide questions involving general wage adjustments.

## 8.07

Saturdays, Sundays and Holidays shall not be included in any time limits in this Article of the Agreement.

## 8.08

A grievance arising from a claim by an employee that his discharge or suspension by the Company was unjust or contrary to the terms of this Agreement, must be dealt with in writing, by both parties and must be presented to the Company not later than ten (10) days after the discharge or suspension became effective.

Where such an employee's grievance is not processed from the first stage before he leaves the Mill or Yard it must be processed starting at the second stage of the grievance procedure. In case of discharge or suspension by the Company, the Company will notify the employee, in writing, of the reason for such discharge or suspension. In the event that an employee is found by an Arbitration Board to have been unfairly discharged or suspended by the Company, the Company agrees that the employee will be reinstated on his job under terms and conditions decided by the Arbitration Board.

#### 8.09

Each party to this agreement shall pay all expenses and the fee of its nominee and shall share equally the fees and expenses of the Chairman of the Board.

#### 8.10

Grievances which involved Company policy in respect to interpretation, application, administration, or alleged violation of the Agreement, may be processed commencing at Stage I of this Grievance Procedure.

#### 8.11

If the Company has a grievance as defined in Section 8.03, it shall commence at Stage I of this Grievance Procedure by the Mill Operations Manager or his representative presenting the matter in writing to the Officers of the Union. Failing satisfactory settlement with seven (7) days, then the matter shall be referred to the President of the Union or his representative by the General Manager of the Company or his representative at Stage II. Failing a settlement within fifteen (15) days, then either party may within the following fifteen (15) days refer the matter to Arbitration.

#### 8.12

The foregoing time limits may be altered by mutual agreement between the parties.

### **ARTICLE IX - NOT STRIKE - NO LOCKOUT**

#### 9.01

There shall be no strikes caused, called or supported by the Union or its members, *nor* lockouts by the Company during the life of this Agreement. The definition of a Strike or Lockout is as dictated by the Ontario Labour Relations Act.

### **ARTICLE X -WORKING AND LIVING CONDITIONS**

#### 10.01

It is agreed that the Company and the Union shall co-operate collectively in improving safety and First Aid practices. The Company and the Union agree to set up and maintain a joint Safety Committee in each group to promote safety working conditions and practices. There shall be at least one (1) meeting of the Safety Committee every month. The position of Chairman shall alternate between a Company Co-chairman and a Union Co-chairman. The Chairman of each meeting shall make a report with sufficient copies going to the Company Office, the Union Office and the Mill Bulletin Boards.

A member of the committee is entitled to such time from his work as is necessary to attend meetings of the committee, and the time so spent shall be deemed to be work time, for which he shall be paid by the Company at his regular or premium rate as may be proper.

The Company agrees that it will maintain good work conditions and will also maintain good and safe transportation practices, and further agrees that there shall be a qualified First Aider on each shift, such First Aider to have proper visible identification.

It is the intention of the Company to maintain its mill access road in good condition when in use.

#### 10.02

The Company agrees to maintain a properly equipped First Aid Station in the Mill.

#### 10.03

There shall be a rest break on Company time at approximately the mid-point of each half shift.

#### 10.04

Employees shall be paid by cheque every second Thursday, after 2:00 p.m. Should a paid holiday occur on a Thursday payday or Friday, payment will be made on Wednesday of that week. Payroll cheque stubs and/or payroll sheets shall be provided to all employees showing the rates of pay, days worked, bi-weekly earnings and deductions. Explanations of payroll codes shall be posted. Interim advances will be made only in instances of evident emergency.

Where forty-eight (48) hours Notice of Termination of Employment by the Company of the employee is rendered, the Company agrees that every reasonable effort will be made to make a full settlement within forty-eight (48) hours after such termination. Saturdays, Sundays and Legal Holidays excepted.

#### 10.05

All hand tools, rain coats, oilers, apron and equipment required on the job will be made available to employees. All hand tools and such equipment will be charged to the employee's account at the time of issue. 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. Full credit will be given for all tools returned. All tools not returned will be charged for 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 con-

dition of employment, unless otherwise specified in this Agreement.

The Company will supply coveralls to employees who are performing their regular jobs as electricians, filers, millwrights, oilers and welders. The Company will supply insulated coveralls to Electricians, Filers, Millwrights, Oilers and Welders who are required to work outside during winter months. Arrangements will be made to provide for the laundering of coveralls, one pair per employee per week. The cost of the above will be paid by the Company.

The Company agrees to replace free of charge pitted prescription safety glasses for Millwrights and Filers limited to one pair per employee per year.

#### 10.06

The Company agrees to discuss with the Union in each particular operation ways and means of improving conditions for all employees covered by this Agreement, and also the interpretation of this Agreement.

#### 10.07

The Company agrees that it will provide free insurance coverage against loss by fire of the personal belongings for employees, while on authorized Company property, to a maximum amount of two hundred dollars (\$200.00) per employee.

The Company further agrees that it will provide tradesmen free insurance coverage against loss by fire, theft or damage of the tools normally required by such tradesmen, to the full value of such tools.

Theft shall mean loss of a complete tool kit.

#### 10.08

Lunch rooms and toilet facilities with hot and cold running water comprising urinals, toilets, sink and drinking fountains shall be provided at appropriate locations and maintained in a clean and disinfected condition at all times.

#### 10.09

A parking lot or lots, to accommodate the parking of the employees cars while on shift, with sufficient car plug-ins and electricity during cold weather, shall be provided and maintained at the mill site by the Company.

#### 10.10

The Company agrees that it will furnish on loan, all safety equip-



ment and personal safety apparel, save and except safety boots.

The Company agrees to arrange with vendor(s) to sell safety boots to employees. The Company will subsidize the employees for these boots at thirty dollars (\$30.00) per pair, effective the date of ratification, and increase to forty dollars (\$40.00) effective September 1, 1996. The Company will supply at no charge gloves to employees who are required to handle materials, products or tools. Employees are required to return damaged or worn out gloves for replacement.

The wearing of safety equipment and apparel will not become a condition of employment unless it has been agreed to by the Company and the Union or is mandatory under Government legislation.

## **ARTICLE XI - HOURS OF WORK**

### **11.01**

- a) The regular work week shall be forty (40) hours, consisting of five (5) shifts of eight (8) hours per shift or four (4) shifts of ten (10) hours per shift, Monday to Friday inclusive.

This is not to be construed as a guarantee of hours.

- b) The work week for Stationary Engineers shall be forty (40) hours consisting of eight (8) hours per day Sunday to Saturday inclusive.
- c) The Letter of Understanding regarding provisions for Weekend Maintenance Schedule is attached.

The shift schedule for the continuous operation, currently in effect shall remain in full force and effective throughout the term of this Agreement, providing the Steam Plant is required to operate on a seven (7) day basis.

### **11.02**

- a) Four eight (8) hour shifts the following shall apply:
  - i) The regular day shift shall consist of eight (8) consecutive hours, mealtime excepted, starting between the hours of 7:00 a.m. and 8:00 a.m.
  - ii) The regular night shift shall consist of eight (8) consecutive hours mealtime excepted, starting between the hours of 7:00 p.m. and 8:00 p.m. A shift differential of fifty (\$.50) cents per hour shall be paid in addition to the regular hourly rates for all night shift hours worked. Effective on the date of ratification a shift differential of fifty-three (\$.53) cents will be paid.
- b) On a two-shift operation, where the starting time of the first shift

is 7:00 a.m. or after, and the second shift starts prior to 7:00 p.m., A shift differential of fifty (\$.50) cents per hour shall be paid in addition to the regular hourly rates, for all hours worked during the second shift. Effective on the date of ratification, a shift differential of fifty-three (\$.53) cents will be paid.

#### 11.03

On a three (3) shift operation, the shifts shall be eight (8) consecutive hours. The starting and stopping times for the three (3) shifts and the shift differential to be paid shall be as follows:

<b>Shifts</b>	<b>1st</b>	<b>2nd</b>	<b>3rd</b>
Starting and	7 am to 3 pm	3 pm to 11 pm	11 pm to 7 am
Stopping time	8 am to 4 pm	4 pm to 12 am	12 am to 8 am
<b>Shift Differential</b>			
September 1, 1995	Nil	\$.50	\$.53
December 10, 1995	Nil	\$.53	\$.56

#### 11.04

For ten (10) hour shifts, on four (4) of the five (5) days, Monday to Friday, inclusive, the following shall apply:

- i) The regular day shift shall consist of ten (10) consecutive hours, mealtime excepted, between the hours 7:00 a.m. and 5:30 p.m.
- ii) The regular night shift shall consist of ten (10) consecutive hours, mealtime excepted, between the hours of 7:00 p.m. and 5:30 a.m. A shift differential of fifty (\$.50) cents per hour shall be paid in addition to the regular hourly rates for all night shift hours worked. Effective date of ratification, fifty-three (\$.53) cents per hour will be paid.

#### 11.05

For the purpose of this Agreement, a Saturday, Sunday or paid holiday shall begin at 7:00 a.m. of that day and end at 7:00 a.m. of the day following.

#### 11.06

- a) It is agreed that employees may be required to work in excess of their regular work day, shift or work week, and shall be paid at the rate of time and one-half for all work performed outside of their regularly scheduled hours of work, with the following exceptions:
  - i) When an employee is required to remain at work because his relief is late, up to a maximum of one (1) hour.
  - ii) When an employee has arranged with the approval of his supervisor, to exchange shifts with a fellow employee.

- b) All hours worked in excess of forty (40) hours per week or on Saturday or Sunday shall be paid for at the rate of time and one-half. All hours worked in excess of eight (8) hours on Sunday will be paid for at the rate of double time.
- c) Overtime work required will be distributed as equitably as possible among the employees who normally perform the work in the classifications requiring the overtime.

#### 11.07

- a) For calculating overtime pay, shift differentials shall not be considered as part of an employee's applicable hourly rate.
- b) Overtime shall not be pyramided nor shall more than one basis of calculating overtime be used to cover the same hours.

#### 11.08

The hours of work for all employees shall be scheduled and posted by Thursday of the previous week. The starting and stopping times shall remain constant and fixed during the weekly period, subject to the following:

An employee's scheduled shift may be changed at the Company's request, provided he is paid one and one-half times his regular rate for the first shift worked after the change.

When the employee reverts to his original shift, he shall be paid at his regular straight time rate, provided that there is a break of at least eight (8) hours between the shifts worked.

#### 11.09

An employee who is unable to work his full scheduled shift for reasons beyond his control shall be paid for one-half (1/2) a shift if he works less than half (1/2) shift and for a full shift if he works more than one-half (1/2) a shift. In order to qualify for the above, the employee must remain on the job until told by his supervisor that he may leave and must accept other than this normal work if it is offered.

#### 11.10

If during his scheduled work week, an employee reports for work at his scheduled starting time, and no work is available, and if no reasonable effort has been made to notify him not to report, he shall be paid for one half (1/2) a shift for reporting, provided that he remains available for one-half (1/2) a shift if so requested by his supervisor and accepts other than his normal work if it is offered. Notification procedures shall be established locally.

#### 11.11

An employee who is called out for work after completion of his day

or shift, or more than one (1) hour before the start of his day or shift, shall receive time and one-half for the hours worked, but in no case shall he receive less than four (4) hours pay at straight time. When the call out for work is within the one (1) hour period prior to the start of his day or shift, he will be paid time and one-half from the starting time of the call out to the scheduled starting time of his day or shift. There will be no minimum payment to overtime worked as an extension of an employee's regular scheduled working hours.

#### 11.12

An employee who will be absent from work or late for his shift must notify the Company prior to his regular starting time, unless prevented by circumstances beyond his control.

#### 11.13

If an employee has been absent from work a day or more he shall give adequate notice to his supervisor of his intention to return. This notice shall be given twelve (12) hours in advance, if possible, but at least in sufficient time to make the necessary arrangements prior to the beginning of the regular work period in which he intends to resume duty. If the employee fails to give the supervisor sufficient notice, the supervisor may send the returning employee home when he reports for work. The employee will not be paid for any part of the shift if this occurs.

### **ARTICLE XII - SENIORITY**

#### 12.01

The Company recognizes the principle of seniority. Seniority will govern subject to reasonable consideration of skill, efficiency, and ability, in promotions, transfers, lay offs and recalls after lay offs.

An employee who has established seniority and is then employed on a full-time basis by the Union shall retain his seniority for a period not exceeding twelve (12) months.

#### 12.02

Employment of any new employee shall be considered as probationary until he has worked thirty (30) days within a six (6) month period. At the end of this period, his seniority shall be established, and he shall be placed on the seniority list in order of hire.

During the probationary period the Company may terminate an employee without Union representation.

#### 12.03

- a) In transfers from one job classification to another, senior employees shall receive first consideration. In such cases, an

employee shall receive the rate for the job to which he is transferred. In case of a temporary change to a lower job classification, the employee shall retain the rate of his previous job classification.

- b) The Company, when filling vacancies, will do so from within the bargaining unit in accordance with Article XII

Notice of impending vacancies will be posted on the bulletin board for at least five (5) working days. It is agreed, however, that temporary appointments may be made without posting for filling vacancies of less than two (2) calendar weeks duration.

Newly created jobs will be posted on the bulletin boards by the Company for a period of five (5) working days prior to any appointment to such jobs, stating the normal job requirements.

Employees shall not be considered for such jobs unless they apply in writing within this five (5) day period.

All jobs will be filled from among the qualified applicants on the basis of Section 12.01 of the Agreement.

Employees accepting the posted job shall be allowed five (5) work days in which to qualify (or a further time as may be mutually agreed). Failure of an employee to qualify shall entitle him to return to his former job without loss of seniority or benefits.

An employee who has accepted a posted job and has qualified will not be entitled to apply for or permanently hold any other job at an equal or lower rate of pay for a period of six months, unless being displaced as a result of layoff or bumping, or unless the job being posted is a steady day job.

The Company shall post notices showing the names of successful applicants for all posted vacancies and newly created jobs.

- c) A job that becomes vacant because the incumbent has had to vacate it due to sickness or injury, jury duty, and/or vacation or a leave of absence not exceeding thirty (30) work days, shall be classified as a temporary vacancy, and shall be filled according to the provisions of Section 12.03 (b) and the job posting will note that it is of a temporary nature.

The employee who had occupied the job upon his return to work shall once again occupy the job that he had filled prior to vacating for any of the reasons set forth above, provided however, that the job is still in effect and it is not filled by a senior employee who for reasons of notice of lay off from his former job, has exercised his seniority on this particular job.

#### 12.04

In cases of lay off due to market conditions or due to the introduction of new methods and equipment, the Company will notify in writing the employees intended to be laid off, at least five (5) working days in advance and in cases of lay off due to shortage of work, the Company will notify in writing, the employees intended to be laid off, at least two (2) working days in advance, and the Union Grievance Committee will receive a list of the employees affected, prior to the intended lay off. In cases of promotions, demotions, lay offs, or discharges, the Union Grievance Committee shall be notified in advance.

#### 12.05

- a) If the time of recall is known at the time of lay off, the employee concerned will be informed at that time.
- b) In all other cases notice will be sent by registered mail, to an employee at his last given address at least seven (7) calendar days before he is required to report for work. It shall be the responsibility of the employee to keep the Company informed, in writing, of any changes in his postal address.
- c) Employees are required to report for work on the date specified in the recall notice, unless other arrangements have been made in writing.

#### 12.06

The Company agrees to submit to the Union Office by January 31st of each year a list in duplicate, of employees covered by this Agreement.

This list will show each employee's occupation, address, and Company service in days as specified in Section 6.03, as at December 31st of the previous year.

#### 12.07

A list shall be prepared for the operation and its contents shall be available to all employees showing their seniority standing. The list shall be brought up to date at the end of each month and posted in the lunch room.

#### 12.08

An employee shall lose his seniority rights and his name will be removed from the seniority list if he:

- 1. Quits voluntarily.
- 2. Is discharged and not reinstated.
- 3. Fails to return from a leave of absence on the date specified, unless his return to work on time is prevented by circumstances

- beyond his control.
4. Fails to report for work on the date specified following lay off, unless his return to work is prevented by circumstances beyond his control.
  5. Is laid off for more than twenty-four (24) consecutive calendar months. Employees with five (5) years or more continuous service will retain recall rights for a period of thirty-six (36) months following date of layoff.
  6. Retires (normal retirement age is 65).

#### 12.09

An employee promoted or transferred to a position with the Company outside the bargaining unit shall 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 Article upon proof of Union Membership in good standing.

#### 12.10

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 XII, 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.

#### 12.11

An employee with three (3) or more years of continuous service for whom no job is available can, upon termination, elect to receive a severance allowance of one week's pay for each year of employment during his last period of continuous service (up to the date of termination) computed on the basis of 40 straight time hours at the employee's regular rate.

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

### **ARTICLE XIII • BULLETIN BOARDS**

#### 13.01

The Union shall have the right to post notices dealing with Union affairs upon the bulletin boards of the Company provided that such notices have the approval of the Mill Operations Manager before such posting.

## ARTICLE XIV -WEEKLY INDEMNITY

### 14.01

- a) The Company will maintain and pay the premium cost of a Weekly Indemnity Insurance Plan. The plan will provide seventy (70%) percent of weekly earnings, forty (40) times the employee's regular hourly rate up to a maximum of four hundred and sixty-five (\$465.00) dollars weekly. The benefits will commence from the first day of disability caused by a non-compensable injury, and from the fourth (4th) day of a disability due to sickness. Disability must be certified by a licensed practitioner. Benefits will be paid for the duration of a disability up to a maximum of fifty-two (52) weeks provided that the disability continues to be certified by a licensed practitioner.

Effective on January 1, 1996, the maximum weekly benefit will be five hundred (\$500.00) dollars. Effective September 1, 1996, the maximum weekly benefit will be five hundred and ten (\$510.00) dollars. Effective September 1, 1997, the maximum weekly benefit will be five hundred and twenty-five (\$525.00) dollars.

- b) To be eligible for benefits under the Weekly Indemnity Plan the employee must have established forty-five (45) days seniority with the Company in accordance with Article XII.
- c) The terms and conditions of the Plan are as per the Domtar Forest Products (White River Sawmill) Disability Benefit Plan, which forms part of this Agreement.

## ARTICLE XV • MEDICAL, SURGICAL, DRUG AND HOSPITAL CARE PLANS

### 15.01

For each employee who has established seniority in accordance with Article XII, the Company will pay the full premium cost of the drug plan and the semi-private hospital care plan.

The employee must have worked some part of any month for which the Company contributes to his health insurance costs.

The Company contribution to employees who are off work due to a Workers' Compensation claim or a short term disability claim, will be continued for a period of up to twelve (12) months.

Effective January 1, 1996, the Company will provide coverage for employees that are on L.T.D. The Company will also provide chiropractor coverage payable at 80% of the fee charged to an annual maximum of \$400 per family.

On lay-off coverage will be maintained to the end of the month following the month of lay-off.



## **ARTICLE XVI - GROUP LIFE INSURANCE AND A.D. & D.**

### **16.01**

The Company will provide forty-five thousand dollars (\$45,000) of life insurance and forty-five thousand (\$45,000) dollars of A.D. & D. coverage for each employee while actively employed. Effective on January 1, 1996, the coverage will increase to fifty thousand dollars (\$50,000) and fifty thousand dollars (\$50,000) of A.D. & D. coverage. The Company will pay fifty percent (50%) of the premium cost and the cost to the employee will not exceed thirty cents (\$.30) per thousand dollars (\$1,000) per month.

An employee is eligible for group life insurance upon accumulating sixty-five (65) days seniority with the Company.

The terms and conditions of this Plan are as per the Domtar Forest Products (White River Sawmill) Group Life Insurance Plan, which forms part of this Agreement.

## **ARTICLE XVII - BEREAVEMENT PAY**

### **17.01**

When death occurs to an employee's spouse or children the employee will be granted leave to attend the funeral and shall be paid at his regular straight time hourly rate for hours lost, for up to a maximum of five (5) days. When death occurs to a member of employee's immediate family, the employee, at his request, will be granted reasonably necessary time off to attend the funeral. He will be compensated at his regular straight time hourly rate for hours lost from his regular scheduled work week, for up to a maximum of three (3) days of funeral leave, subject to the following conditions:

1. The day of the funeral must be one of the five (5) or three (3) days.
2. Claims for Bereavement Pay must be submitted in writing and must include proof of bereavement in the employee's immediate family.
3. The employee has established seniority in accordance with Article XII.
4. One additional day will be granted for attending a funeral requiring vehicle travel in excess of one thousand kilometres one way.

### **17.02**

An employee's immediate family includes father, mother, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, brother, sister, grandfather and grandmother. It is understood that for the purpose of this Article step-relatives will be considered the same as blood relatives.

## **ARTICLE XVIII -JURY DUTY/SUBPOENAED WITNESS ALLOWANCE**

### **18.01**

In the case of an employee who is called for jury service or subpoenaed as a witness in a court of law, the Company shall pay, for each scheduled work day lost as a result of such service, an allowance equal to the difference between the employee's pay for his regularly scheduled work day and the payment he received for such service.

The employee will present proof of service and of pay received therefore when making his claim for such allowance.

## **ARTICLE XIX - DENTAL CARE PLAN**

### **19.01**

The Company will provide a Dental Care Plan for eligible employees covered by this Agreement.

The terms of conditions of the Plan are as per the Domtar Forest Products (White River Sawmill) Dental Care Plan, which forms part of this Agreement.

## **ARTICLE XX - LONG TERM DISABILITY**

### **20.01**

The Company will provide a Long Term Disability Plan. The premium cost of the plan will be borne by the Company. The Plan forms part of this Agreement and is attached hereto.

## **ARTICLE XXI - RETIREMENT INCOME PLAN**

### **21.01**

The Pension Plan will be in the form of three (3) equal units totalling one hundred and sixty-five dollars (\$165.00) per month of defined contributions to be deposited with a trustee to the credit of individual pension accounts under the Plan.

The Company will be responsible for and pay the cost of administering the Plan.

The Company agrees to contribute, during each month on and after the effective date, the first fifty-five (\$55.00) unit to the pension account of each member of the Plan, who is on the Company's active payroll in the month. For any member who elects to make a voluntary contribution by payroll deduction, at the rate of fifty-five (\$55.00) per month, the Company will match this with an additional fifty-five (\$55.00) of monthly contribution. Full-time employees will join the Plan after completion of one (1) year of continuous service.

Effective September 1, 1995, the contributions are increased from fifty-five dollars (\$55.00) per month to sixty dollars (\$60.00) per month.

Effective September 1, 1996, the contributions are increased from sixty (\$60.00) dollars per month to sixty-five (\$65.00) per month.

#### **ARTICLE XXII - VISION CARE**

22.01

The Company will provide a Vision Care Plan which will reimburse expenses incurred by an employee or his covered dependents when prescribed by a physician or optometrist as follows: frames, lenses and the fitting of prescription glasses, including contact lenses up to a total payment of seventy-five dollars (\$75.00) per family member in any two (2) consecutive calendar years. Effective January 1, 1996 the maximum will be eighty-five dollars (\$85.00). Effective September 1, 1996, one hundred and twenty-five dollars (\$125.00) will be the maximum.

On lay-off, coverage will be maintained to the end of the month following the month of lay-off.

#### **ARTICLE XXIII - CONTRACT RENEWAL**

23.01

The Company and the Union agree to share equally the wages for the scheduled hours lost by employees attending negotiations for renewal of the agreement.

The Company agrees to pay full cost of the printing of the Collective Agreement booklets.

In the witness whereof the parties hereto have caused this Agreement to be signed by their representatives this 27th day of March, 1996 at White River, Ontario.

For the Union:

INDUSTRIAL, WOOD  
AND ALLIED WORKERS  
OF CANADA  
LOCAL 2693

Wilf McIntyre

Les McCaig

Berthier Levesque

Gary Pearson

Terry Sauriol

For the Company:

DOMTAR INC.  
DOMTAR  
FOREST PRODUCTS  
(White River Sawmill)

Mel Jones

Dexter Adams

**WHITE RIVER SAWMILL  
WAGE SCHEDULE**

**OPERATING GROUP**

<u>Classification</u>	<b>Sept. 1/95 to <u>Aug. 31/96</u></b>	<b>Sept. 1/96 to <u>Aug. 31/97</u></b>	<b>Sept. 1/97 to <u>Aug. 31/98</u></b>
Lead & Relief Operator (Planer)	19.40	19.98	20.58
Lead & Relief Operator (Sawmill)	19.40	19.98	20.58
Chipper Canter Operator	18.34	18.89	19.46
MK II Chip-N-Saw Operator	18.37	18.92	19.49
Slasher Operator	17.61	18.14	18.69
Mobile Equipment Operator	17.61	18.14	18.69
Log Sorter	17.29	17.81	18.35
966 Forklift Operator	17.61	18.14	18.69
Kiln/Transfer Operator	17.52	18.05	18.59
Kiln Stacker Operator	16.94	17.45	17.97
Debarker Log Reducer	17.29	17.81	18.35

# **OPERATING GROUP (cont'd)**

<u>Classification</u>	<u>Sept. 1/95</u> <u>to</u> <u>Aug. 31/96</u>	<u>Sept. 1/96</u> <u>to</u> <u>Aug. 31/97</u>	<u>Sept. 1/97</u> <u>to</u> <u>Aug. 31/98</u>
Edger/Lumber Sorter	17.25	17.77	18.30
Trimmer Operator	17.56	18.09	18.63
Re-entry Operator	17.73	17.75	18.28
Log Processing Operator - Inside	17.23	17.75	18.28
Log Processing Operator - Outside	17.23	17.75	18.28
Residuals Operator	16.96	17.47	18.00
Green Line Operator	16.91	17.42	17.94
Planer Infeed	17.25	17.77	18.30
Lumber Grader (Unlicenced)	17.56	18.09	18.63
Lumber Grader (Licenced)	17.83	18.36	18.92
Lumber Grader (Licenced 1 year)	18.41	18.96	19.53
Car Loader	17.17	17.69	18.22
Dryline Operator	16.91	17.42	17.94

**OPERATING GROUP (cont'd)**

<u>Classification</u>	<u>- Sept. 1/95</u> <u>to</u> <u>Aug. 31/96</u>	<u>Sept. 1/96</u> <u>to</u> <u>Aug. 31/97</u>	<u>Sept. 1/97</u> <u>to</u> <u>Aug. 31/98</u>
Stacker Crane Operator	17.07	17.58	18.11
Shavings Packaging Operator	16.87	17.38	17.90
Labourer	16.77	17.27	17.79

## MAINTENANCE GROUP

<u>Classification</u>	<u>Sept. 1/95</u> <u>to</u> <u>Aug. 31/96</u>	<u>Sept. 1/96</u> <u>to</u> <u>Aug. 31/97</u>	<u>Sept. 1/97</u> <u>to</u> <u>Aug. 31/98</u>
Millwright Maintenance Lead Hand	21.63	22.28	22.95
Millwright - Class A	20.60	21.22	21.85
Millwright I	19.50	20.08	20.69
Millwright II	18.97	19.54	20.13
Millwright III	18.65	19.21	19.79
Millwright IV	18.16	18.70	19.26
Millwright - 4th year Apprentice	19.17	19.74	20.34
Millwright - 3rd year Apprentice	18.79	19.35	19.93
Millwright - 2nd year Apprentice	18.40	18.95	19.52
Millwright - 1st year Apprentice	17.99	18.53	19.09
Millwright - Helper	17.23	17.75	18.28
Welder	19.50	20.08	20.68
Electrical Maintenance Lead Hand	21.89	22.54	23.22

# **MAINTENANCE GROUP (cont'd)**

<b><u>Classification</u></b>	<b><u>Sept. 1/95 to Aug. 31/96</u></b>	<b><u>Sept. 1/96 to Aug. 31/97</u></b>	<b><u>Sept. 1/97 to Aug. 31/98</u></b>
Certified Electrician	20.86	21.48	22.12
Electrician	19.77	20.36	20.97
Electrician - 5th year Apprentice	19.46	20.04	20.64
Electrician - 4th year Apprentice	19.16	19.73	20.32
Electrician - 3rd year Apprentice	18.87	19.44	20.02
Electrician - 2nd year Apprentice	18.56	19.12	19.69
Electrician - 1st year Apprentice	18.26	18.81	19.37
Electrician - Helper	17.49	18.01	18.55
Filer (A) Slasher Saws Headrigs saws,			
Trimmer Saws Knives	20.60	21.22	21.85
Filer (B) Headrig Saws, Trimmer Saws, Knives	18.97	19.54	20.13
Filer (C) Knives	17.99	18.53	19.09
Filer Trainee	17.23	17.75	18.28



# **MAINTENANCE GROUP (cont'd)**

<u>Classification</u>	<u>Sept. 1/95</u> <u>to</u> <u>Aug. 31/96</u>	<u>Sept. 1/96</u> <u>to</u> <u>Aug. 31/97</u>	<u>Sept. 1/97</u> <u>to</u> <u>Aug. 31/98</u>
Carpenter / Handyman	18.97	19.54	20.13
Stationary Engineer - 3rd Class	20.60	21.22	21.85
Stationary Engineer - 4th Class	19.44	20.02	20.62
Shift Stationary Engineer (uncertified)	18.97	19.54	20.13
Stationary Engineer Trainee	17.61	18.14	18.69
Maintenance Oiler	17.83	18.36	18.92

## **TRADES APPRENTICE PROGRAM**

1. Apprenticeship openings will be filled in accordance with the provisions of Section 12.03 (Job Postings).

To qualify, employees must:

- i) Meet the educational level specified by the Apprenticeship Act.
  - ii) Attain a passing mark on the Mechanical Comprehension Test.
2. Once an employee enters an apprenticeship contract, it is expected he will continue to fulfill the obligations of the contract, including necessary training periods in a vocational school.
  3. Failure of an apprentice to pass his exams or to demonstrate proficiency on the job, will result in the employee being dropped from the program without loss of seniority. If his seniority permits he will be returned to his former department.
  4. The Company will make up the difference between the Canada Manpower Training Program Allowance and the employee's normal earnings based on his regular straight time rate, multiplied by forty (40) hours per week.

For purposes of calculation the Canada Manpower at home allowance shall be used.

5. Employees presently classified as Mechanic, Millwright or Electrician, or persons subsequently hired and rated as such based on their general proficiency, may write for a Provincial Trade certificate upon completion of the necessary time in the Trade.

Any tradesman, who continues to demonstrate on-the-job proficiency, and who obtains his Trade Certificate as provided above, will be paid as a Certified Tradesman from the effective date shown on his certificate.

## **6. ANNUAL REVIEW OF HELPERS & TRADESPERSONS**

Once each year during the month of November, a group which is composed of the Mill Operations Manager and two (2) representatives of the Union will determine by review whether helpers and tradespersons qualify for upgrading. If in the interim, upgrading is necessary, it will be done by the Mill Operations Manager.

## **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 on loan any special tools including power driven tools, testing and measuring instruments and gauges, pullers, sockets over 1/2" drive, spanners over 1-1/4" opening.

In the event that the common tools of tradesmen are required to be in metric measurement such tools shall be provided on loan by the Company.

## **JOB DESCRIPTIONS FOR TRADES AND HELPERS**

### **MILLWRIGHTS**

#### **Millwright Helper**

Works as a trade helper, will be assigned to and take necessary direction from a Millwright III, II, I, or A.

A helper must be capable of performing independently greasing and oiling and must be in the process of accumulating a basic tool kit required for the work he is asked to perform.

In the event that, within a year, he fails to display the necessary aptitude for further training he may at any time during this period be placed in other suitable employment.

#### **Millwright IV**

Shall be qualified to assist and work under the direction and instructions of Millwright III, II, I or A. He will work alone at times performing assignments in keeping with his training.

He must become proficient in good millwrighting practices in the areas of fitting, aligning, lubricating and the operation of all shop tools and machines.

In addition to the foregoing, he will be exposed to basic principles of hydraulics and pneumatics. He will begin the process of learning techniques required in trouble shooting key production machinery, pipefitting, and basic welding, but will not be expected to display a high degree of proficiency in these areas at this point. He will be required to have the necessary tools to perform his duties.

Under direction, will continue to develop skills in trouble shooting all plant equipment.

### **Millwright III**

Must be capable of performing the tasks of fitting, aligning, lubricating, and able to operate all shop tools and machines.

Must, under direction, become proficient in basic welding and pipe-fitting as well as dismantling and reassembly of plant equipment.

He may work alone frequently, but occasionally will require direction and instructions from Millwright II, I, or A.

Must, under direction, become proficient at effective methods of trouble shooting and repairing hydraulic, pneumatic and mechanical faults in plant machinery.

### **Millwright II**

Must be capable, without direction, of fitting, aligning, lubricating, taking apart and reassembling plant equipment. In addition, is expected to be able to weld, operate shop tools and do pipefitting as required.

Under direction will begin the process of learning machining and continue to improve his skills at machining parts.

### **Millwright I**

Must be capable, without direction, of performing all practices under Millwright II, III, IV. Must under direction, become proficient at reading and understanding blueprints, all phases of installing new equipment, laying out hydraulic and mechanical drives and meet speed and power requirements correctly.

### **Millwright A**

Must be capable, without direction, of performing all practices under Millwright I, II, III and IV. Must take full responsibility for work done by himself or his assistant.

Must be in possession of a Millwright Certificate or a Machinist Certificate or Welder H.P. Certificate. Must be in possession of a Provincial Trades Certificate recognized by the Ontario Ministry of Labour.

## **SAWFILERS**

### **Filer Trainee**

Trains on saw and knife changes and knife grinding

### **Filer C**

He shall be capable under direction of performing all changes and knife grinding.

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**Filer B**

He shall be capable under direction of performing all changes and knife grinding bench, fitting and sharpening saws.

**Filer A**

He shall be capable without direction of performing all jobs listed under B.

**JOB DESCRIPTIONS FOR TRADES AND HELPERS****WELDERS****Welder I**

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 sawmill 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.

# DESIGNATED HOLIDAYS WITH PAY SCHEDULE

	1995	1996	1997	1998
New Year's Day		Mon., Jan. 1	Wed., Jan. 1	Thurs., Jan. 1
Good Friday		Fri., April 5	Fri.	Fri.
Victoria Day		Mon., May 20	Mon., May 19	Mon., May 18
Canada Day		Mon., July 1	Mon., June 30	Fri., July 3
Civic Holiday		Mon., Aug. 5	Mon., Aug. 4	Mon., Aug. 3
Labour Day	Mon., Sept. 4	Mon., Sept. 2	Mon., Sept. 1	
Thanksgiving Day	Mon., Oct. 9	Mon., Oct. 14	Mon., Oct. 13	
Remembrance Day	Fri., Nov. 10	Mon., Nov. 10	Mon., Nov. 10	
Christmas Day	Mon., Dec. 25	Wed., Dec. 25	Thurs., Dec. 25	
Boxing Day	Tues., Dec. 26	Thurs., Dec. 26	Fri., Dec. 26	

## LETTERS OF UNDERSTANDING

between

**DOMTAR INC.  
DOMTAR FOREST PRODUCTS  
(WHITE RIVER SAWMILL)**

and

**IWA - CANADA  
LOCAL2693**

### **1. RE: PROVISIONS GOVERNING PREMIUM TIME FOR STEAM PLANT OPERATORS AT THE WHITE RIVER SAWMILL**

1. The work schedule for Stationary Engineers shall be forty (40) hours consisting of eight (8) hours per day Sunday to Saturday inclusive. The shift schedule for the continuous operations currently in effect shall remain in full force and effect throughout the term of this Agreement providing the Steam Plant is required to operate on a seven (7) day basis. This is a schedule which averages scheduled hours of work over a four (4) week period. Overtime premiums will be paid.

1) on the 21st shift of the week, which shall be assumed to be the first afternoon shift of the schedule;

2) all hours worked on a Sunday;

3) hours worked in excess of scheduled shift or week as per the labour agreement.

### **2. RE: SECTION 7.06**

It is the Company's intent during the term of this Agreement not to require employees to use their floating holidays for medical and dental appointments.

In the mutual interest of maintaining an efficient operation, employees will make every effort to schedule such appointments on their regular days off or outside of their scheduled hours of work.

Should any problems arise during the term of the agreement with respect to the above, local Management and union representatives will meet to resolve the matter.

### **3. RE: DISABILITY BENEFIT PLAN - SECTION 7 (a) LONG TERM DISABILITY BENEFIT PLAN SECTION 5 (b)**

It is understood that an employee receiving benefits under this plan will make an application for Disability Benefits under the Canada or Quebec Pension Plan when eligible to do so,

and when the employee's disability has been determined as being severe and prolonged by the employee's physician. If the application is approved, benefits under that plan will then be offset by the amount of CPP/QPP primary benefit received by the employee, retroactive to the date of eligibility as approved by the Canada or Quebec Pension Plan.

4. **RE: ARTICLE XII - SECTION 12.10**

It is understood that Section 12.10 of the Agreement does not apply to fluctuations in production levels that are considered normal within the Ontario Sawmill Industry.

5. **RE: SECTION 12.03 (b) and 12.03 (c) JOE POSTING**

Employees holding a temporary job through a job posting in accordance with Section 12.03 (c), may only apply for a permanent job, posted in accordance with Section 12.03 (b).

6. **JOE POSTING**

Article 12.03 (b)

It is understood that any new vacancies for steady day work will be posted in accordance with Article XII.

The Company will consider applicants who are on maternity/paternity leave, and weekly indemnity provided the applicants are able to fill the vacancy within one week of the job becoming vacant. It is understood that the Company will not be responsible for notifying those applicants of the job posting.

The Company will post for Lumber Grader (Licenced) and will apply the Lumber Grader (Licenced for one Year) rate if applicable to the successful applicant.

7. **WEEKEND MAINTENANCE SCHEDULE FOR CLASSIFICATIONS IN MAINTENANCE GROUP AND LABOURERS AND MOBILE EQUIPMENT OPERATOR (1)**

**PRINCIPLES**

1. Jobs posted - vacancies shall be posted as they occur and jobs shall be filled on the basis of Article 12 - Seniority.

2. Work Schedule:	<u>Worked</u>	<u>Paid</u>
Friday or Monday	10	10
Saturday	10	10
Sunday	<u>12</u>	<u>20</u>
	32	40

It is understood that the hours of work shall be as follows:

a) Friday (10 hours) 7 a.m. to 5:30 p.m. meal time excepted.



Saturday (10 hours) 7 a.m. to 5:30 p.m. meal time excepted.

1. Sunday (12 hours) 7 a.m. to 7:30 p.m. meal time excepted first ten (10) hours.

OR

b) Saturday (10 hours) 7 a.m. to 5:30 p.m. meal time excepted first ten (10) hours.

Sunday (12 hours) 7 a.m. to 7:30 p.m. meal time excepted first ten (10) hours.

Monday (10 hours) 7 a.m. to 5:30 p.m. meal time excepted.

It is understood that there will be a 20-minute paid lunch period after 10 hours on Sunday.

3. Overtime- All hours worked in excess of the regular work day or in excess of the 32 regular hours per week will be paid at the rate of time and one half.

The first eight (8) hours worked on Sunday or a Statutory Holiday will be paid at the rate of time and one half the employee's regular rate. Hours worked in excess of this will be paid at the rate of double time.

4. Vacation- for vacation time-off entitlement, one week will be Friday, Saturday, Sunday or Saturday, Sunday, Monday.

5. Statutory or floating holiday pay shall be calculated at ten (10) hours at the employee's regular hourly rate.

6. A premium of \$.25 cents per hour will be paid for hours paid while on the weekend schedule.

The Company and the Union accept the concept of the weekend maintenance schedule to increase equipment availability and to ensure the safe and productive operations of the sawmill through effective maintenance of sawmill equipment and to alleviate the burden of excessive overtime demands on individuals in the maintenance group.

In the event that the required number of volunteers is not met through posting, the Company and the Union agree to meet to discuss alternatives.

#### **8. TRADES CERTIFICATION PAY**

Additional Certificate and Endorsement - Premium of +\$.25 per hour for all hours paid.

Millwright " A (Certified Millwright) with machinist or High Pressure Welding Certificate.

Certified Electrician with Electronics option or Electronics Technician.

## **9. TWELVE HOUR SHIFTS FOR BOILER HOUSE EMPLOYEES**

Following the request of the Union and consent of the Company, a twelve hour shift schedule has been adopted based on the principle of no additional cost to the Company over an eight hour shift schedule and according to the following terms and conditions:

1. Employees will work shifts of four days on and four days off, rotating between days and nights.
2. Shift differential equivalent to the second shift of a three shift operation will apply between the hours of 3:00 p.m. and 11:00 p.m. and equivalent to the third shift of a three shift operation between the hours of 11:00 p.m. and 7:00 a.m.
3. One and one half days seniority will be credited for each twelve hour shift worked.

## **10. VACATION SCHEDULING**

1. In granting vacation, seniority shall apply in all cases except for:
  - a) vacation taken between January 1 and April 1, and
  - b) vacation that has not been applied for and approved prior to April 1 and to be taken between April 1 and December 31.
2. Where seniority does not apply, vacation will be granted in order of date and time of the application being received.
3. Should the Company desire to schedule a vacation shutdown of up to two consecutive weeks during July and August, employees will be notified by March 15. It is understood that unscheduled vacation entitlement at the time of the vacation shutdown must be taken during the shutdown.

## **11. SIX DAY OPERATION - PLANING DEPARTMENT**

In recognition of the need for processing the increased volume of rough green lumber following the installation of new equipment in the sawmill, the parties agree to implement a six day production schedule in the Planing Department for a period of one year following the date of ratification of this agreement. The parties will jointly develop the schedule so that each employee works a minimum of forty hours per week on average and ten hours per shift at straight time, involving both a day and night shift rotating on a weekly basis. The parties will also consider the flexibility of working a night shift on Sunday instead of Saturday in designing the schedule. It is understood that the parties have agreed to this schedule to allow the Company sufficient time to acquire and install new or modified

equipment in the Planer to process this additional volume. The areas affected by this schedule will include: drying kilns, dressing, shipping, shavings packaging, inside and outside residuals, and maintenance. Any future openings for maintenance in the Planing Department on the six day schedule will be posted.

In witness whereof the parties hereto have caused these letters of understanding to be signed by their representatives this 27th day of March, 1996 at White River, Ontario.

FOR THE COMPANY:

DOMTAR INC.  
DOMTAR FOREST  
PRODUCTS  
(WHITE RIVER SAWMILL)

Wilf McIntyre

Les McCaig

Berthier Levesque

Gary Pearson

Terry Sauriol

FOR THE UNION:

INDUSTRIAL, WOOD, AND  
ALLIED WORKERS OF  
CANADA  
LOCAL 2693

Mel Jones

Dexter Adams

**DOMTAR INC.  
DOMTAR FOREST PRODUCTS  
(WHITE RIVER SAWMILL)**

**DISABILITY BENEFIT 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 comes under the jurisdiction of the Labour Agreement by and between Domtar Forest and Industrial, Woods and Allied Workers of Canada, Local 2693;

d) "Insurer" means the insurance company or carrier appointed by the Company;

e) "Plan" means the Domtar Forest Products (White River Sawmill) Disability Benefit Plan;

f) "Company" means the Domtar Forest Products (White River Sawmill);

g) "Weekly Earnings" means an employee's weekly earnings based on forty (40) times his straight time average rate for the forty (40) hours worked prior to the start of disability, excluding any overtime premium or shift bonus.

h) "Medical Practitioner" means registered physician or surgeon, registered dentist, or registered chiropractor.

i) "Active Employment" means continuous employment for one (1) working day.

**2. PARTICIPATION**

a) All employees of the Company listed on the attached participation schedule or as hereafter amended, shall be eligible to participate in this plan, in accordance with the provisions listed herein.

b) Participation in this plan is limited to employees who have accumulated forty five (45) days of seniority with the Company.

### **3. AMOUNT OF DISABILITY BENEFITS**

a) The amount of disability benefit shall be 70% of an employee's weekly earnings, as defined in Section 1 (g) immediately preceding the date of disability, subject to a maximum weekly disability benefit of four hundred and sixty-five (\$465.00). Effective January 1, 1996, the maximum weekly indemnity will increase to five hundred dollars (\$500.00). Effective September 1st, 1996, the maximum weekly benefit will be five hundred and ten dollars (\$510.00).

Effective September 1, 1997, the maximum weekly benefit will be five hundred and twenty-five dollars (\$525.00).

The weekly maximum will not be less than the amount payable for such week under the Unemployment Insurance Act 1981 and its Regulations as amended.

#### **b) Change of 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.

### **4. ELIGIBILITY FOR PAYMENT**

a) i) Except in the case of disability arising out of an accident, 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 illness, beginning after three (3) consecutive days of continuance of the disability.

ii) in the case of a disability arising out of an accident, 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 or first day of hospitalization.

#### **iii) Disputed WCB Claim Disability Benefit Plan**

If an employee covered by the Weekly Indemnity Plan suffers a disability for which payment is in dispute with the WCB, Weekly Indemnity payment will be made retroactively, if requested by the employee, and provided he has been off work for at least two (2) weeks due to the disability without WCB having accepted the claim, and, providing the employee is subject to the rules and regulations covering the Weekly Indemnity Plan. If the WCB claim is subsequently established, the employee will then repay the Weekly Indemnity payment(s) received to the appropriate fund or insurance company.

- b) An employee absent from work and in receipt of an amount of disability benefit under this plan, 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.
- c) 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.
- 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 as 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 (4) 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 full time.
- 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) Pregnancy-related disabilities, where 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 the Employment Standards Act 1974 of Ontario, or
  - iii) Any injury or illness entitling the employee to compensation under any Workers' Compensation or similar legislation, or
  - iv) Self-destruction or any self-inflicted injury, while sane or insane, or
  - v) Any injury or illness resulting from insurrection or war, whether war be declared or not, or from participation in riot or civil commotion, or
  - vi) Disability for which the employee is not under the treatment of a medical practitioner, or
  - vii) For a period of disability in excess of four (4) weeks where

treatment is rendered solely by a chiropractor. In the case of chiropractors, certification of disability will only be accepted for payment of benefit for up to a maximum of four (4) weeks per insured person per calendar year, or

- viii) 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/or drug addiction, or unless the employee is undergoing regular rehabilitative treatment approved by the insurer and a physician.
- g) 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.
- h) An amount of disability benefit will not be payable following the normal retirement date of an employee, other than retirement under the total and permanent disability provision of the Company Pension Plan.
- i) 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.

## **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, an employee must be certified by a medical practitioner for the disability within the first three (3) days of disability. In the event that the employee is not certified within the first three (3) days, disability will be considered as starting two (2) complete days prior to the day that the employee is actually certified by a medical practitioner.

b) 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.

c) The amount of disability payments will be paid weekly.

d) The company agrees to reimburse to the employee to a maximum of ten dollars (\$10.00) (upon presentation of a receipt) charges levied by a medical practitioner for completion of medical forms/reports required by the company or the Insurer.

## **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 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 up to a maximum of thirty-one (31) calendar days, or up to the date he would have been laid off should lay off occur during this period.

d) The five twelfth (5/12) of the U.I.C. premium reduction will be retained by the Company.

## **7. GOVERNMENT DISABILITY PLANS**

a) The amount of disability benefit under this plan will be reduced by the amount for which an employee is eligible and receives under the disability benefit provision of the Canada or Quebec Pension Plans, 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/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 arrangement.

## **8. COMPANY PENSION PLAN DISABILITY BENEFITS**

The amount of disability benefit under this plan will be reduced by the amount of pension for which the employee is eligible under the total and permanent disability provision of the Company Pension Plan.

## **9. PHYSICAL EXAMINATIONS**

The Company and/or insurer reserves the right to require periodic physical examinations throughout the duration of the employee's absence due to disability. Such examinations shall be conducted by a medical practitioner, designated by the Company and/or insurer.



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

#### 10. **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) If requested, the Company will meet with representatives of the participating Union from time to time, for purposes of discussing the administration of the Plan and any problems which may arise.

#### 11. **GENERAL**

All of the foregoing provisions of this plan shall be subject to the Grievance Procedure of the Collective Agreement.

#### 12. **INTERPRETATION**

It is our understanding and interpretation that an employee is entitled to benefits, for which he may be eligible under the provisions of the plan as a result of non-occupational injury or illness when unable to perform his regular duties and the company is unable to offer him alternative suitable employment. It is understood the employee will be expected to accept the alternative employment, if it is available. If an employee voluntarily accepts employment with another employer, the employee will not be eligible for benefits under this plan.

**DOMTAR INC.  
DOMTAR FOREST PRODUCTS  
(WHITE RIVER SAWMILL)**

**GROUP LIFE INSURANCE PLAN**

**1. DEFINITIONS**

In this plan, unless otherwise specifically provided:

- a) "Employee" means a person in the active employment of Company;
- b) "Insurer" means the insurance Company or carrier appointed by the Company for the purpose of this plan;
- c) "Plan" means the Domtar Inc., Domtar Forest Products (White River Sawmill) Group Life Insurance Plan;
- d) "Company" means the Domtar Inc., Domtar Forest Products (White River Sawmill);
- e) "Insurance" means the amount of Life Insurance payable upon the death of the employee;
- f) "Total Disabled" means wholly and continuously disabled by sickness or an accidental bodily injury which prevents one from engaging in any occupation and from performing any work for remuneration or profit.

**2. ELIGIBILITY**

- a) All employees of the Company who are members or are eligible to become members of the IWA - Canada, Local 2693, 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 accumulated sixty-five (65) days of seniority with Company.
- c) Participation in this plan is compulsory.

**3. APPLICATION TO COMPANY**

Eligible employees must submit a signed application card to their employer authorizing deduction of the required premium. This signed application card must be returned to the Company before sixty-five (65) days of seniority have been accumulated.

**4. REQUIRED PREMIUM**

Each participating employee will contribute thirty cents (\$.30) per thousand dollars (\$1,000.00) of coverage per month towards the premium cost. The premium cost for the A.D. & D. coverage will be borne by the Company.

## **5. AMOUNT OF INSURANCE**

Forty-five thousand dollars (\$45,000.00) of Life Insurance per employee and forty-five thousand dollars (\$45,000.00) of A.D. & D. coverage for each employee actively employed. Effective January 1, 1996, the coverage will increase to fifty thousand dollars (\$50,000.00) of Life Insurance and fifty thousand dollars (\$50,000.00) of A.D. & D.

## **6. COMMENCEMENT OF INSURANCE**

a) Insurance commences on the first (1st) day of the month following accumulation of sixty-five (65) days of seniority. Employees must be actively at work on this date, otherwise the insurance will commence on the date of return to work.

b) For a previously participating employee returning from lay off or an authorized leave of absence, insurance commences on the first (1st) day of full time work.

## **7. TERMINATION OF INSURANCE**

The insurance under this plan shall terminate:

a) When the employee's employment terminates

b) Up to the end of the month following the month in which the employee is laid off.

c) Up to the end of the month following the month in which the employee commences an authorized leave of absence.

d) The employee is no longer in receipt of disability benefits under the terms of the Domtar Forest Products (White River Sawmill) Disability Benefit Plan.

e) The employee retires.

## **8. CONTINUANCE FOR TOTAL DISABILITY**

The insurer of this plan will be required to provide for the continuation of insurance for any totally disabled employee whose disability commenced prior to his 65th birthday.

This continuation of insurance will not require any premium payments by the employee. Proof of disability satisfactory to the insurer, must be provided at the request of the insurer. Notwithstanding the foregoing, insurance under this provision will terminate on date of retirement, or age 65 whichever first occurs.

## **9. CONTINUATION DURING SHORT TERM DISABILITY**

While an employee is in receipt of benefits under the Domtar Forest Products (White River Sawmill) Disability Benefit Plan

he may continue his group life insurance provided he continues to contribute his share of the premium as set out in Section 4.

10. **CLAIMS**

At an employee's death from any cause while insured, the amount of insurance shall be paid promptly to his beneficiary. The payment and the adjudication of claims are the responsibility of the insurer.

11. **BENEFICIARY**

Any employee covered by this plan may, subject to the provisions of any applicable law from time to time in force, designate a beneficiary to receive any benefits payable under this plan on his death and may alter or revoke such designation from time to time.

12. **ASSIGNMENT**

No assignment by an employee of any insurance to which he may be entitled under this plan shall be valid.

13. **INSURANCE CERTIFICATE**

The insurer shall issue to the Company for delivery to each employee covered under the plan a certificate evidencing the coverage to which he is entitled under the plan.

4  
**DOMTAR INC.  
DOMTAR FOREST PRODUCTS  
(WHITE RIVER SAWMILL)**

**DENTAL CARE PLAN**

**PLAN EFFECTIVE DATE**

The Dental Care Plan described below became effective on August 1, 1978.

**ELIGIBILITY**

You, your spouse and your unmarried dependent children under age twenty-one (21) are eligible for inclusion in the plan after you have accumulated sixty-five (65) days of seniority with the Company.

**EFFECTIVE DATE OF BENEFITS**

Employee:

Your benefits are effective on the day following accumulation of sixty-five (65) days of seniority, provided you are not absent from work due to disability, leave of absence or lay off. If you are away from work because of disability, leave of absence or lay off on the date that coverage would otherwise become effective, benefits will not start until you return to work.

Dependent:

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

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

**THE PLAN**

The plan provides you and your eligible dependents with reimbursement of:

- a) 100% of the cost of Class I covered expenses, and
- b) 50% of the cost of Class II covered expenses.

Effective January 1, 1996 based on the 1994 Ontario Dental Association Schedule of Fees for Dental Services. Effective September 1, 1996 based on the 1995 Ontario Dental Association Schedule of Fees.

Effective September 1, 1997, based on the 1996 Ontario Dental Association Schedule of Fees.

The maximum benefit per calendar year is one thousand dollars (\$1,000.00) per insured family member for Class I and II covered expenses.

### **COVERED EXPENSES**

#### **Class I Procedures:**

- Oral examinations, including scaling and cleaning of teeth.
- Topical application of sodium or stannous fluoride.
- Oral hygiene instruction.
- Dental x-rays.
- Extractions.
- Oral surgery, including excision of impacted teeth
- Amalgam, silicate and plastic composite fillings.
- Anaesthetics administered in connection with oral surgery or other covered dental services.
- Injections of antibiotic drugs by the attending dentist.
- Treatment of periodontal and other diseases of the gums and tissues of the mouth.
- Endodontic treatment, including root canal therapy.

#### **Class II Procedures:**

- initial installation (including adjustments after three (3) months following original insertion) of partial or full removal dentures to replace one or more natural teeth.
- Replacement of an existing partial or full removal denture or the addition of teeth to an existing partial or full removable denture to replace extracted natural teeth, but only if evidence satisfactory to the Insurance Company is presented that the existing denture cannot be made serviceable.
- Repair or relining of dentures.

### **PRE-DETERMINATION OF BENEFITS**

Usually, before starting extensive dental work, your dentist will tell you what he intends to do and the charge. If the cost of a course of treatment planned by the dentist for a covered family member is expected to exceed two hundred dollars (\$200.00), the proposed course of treatment must be filed with, and approved by, the insurance company prior to the commencement of treatment. The necessary forms are available from your Employer. After reviewing the proposed course of treatment, the insurance com-

pany will notify both you and your dentist of the estimated payment under the plan.

Because of the difficulty of determining the necessity for the types of services involved after treatment has been received, failure to file and obtain approval may result in benefits of a lesser amount that would otherwise have been payable.

Occasionally, a patient may select a more expensive procedure rather than a suitable alternate procedure. In such cases, reimbursement will be based on the least expensive procedure which, as determined by the insurance company, will produce a professionally adequate result.

### **EXCLUSIONS**

The Plan does not cover:

- Dental services not listed under "Covered Expenses".
- Services not performed by a licensed dentist.
- Any eligible expenses for which coverage is provided or, available (or would be if the plan was not in effect) under any insurance or other contract, Plan or Law.
- Treatments received before the effective date of your benefits, or which commenced after lay off or termination of employment.
- Dental services performed primarily for cosmetic purposes.
- Travel expenses to and from the place of treatment.
- Treatment brought about by conditions arising from war, riot or insurrection, or while serving in the armed forces of any country.

### **TERMINATION OF BENEFITS**

In the event of, termination of employment for any reason, benefits will cease on the date of termination of employment.

#### **Workers' Compensation**

Disabled employees on Workers' Compensation will be eligible for benefits for up to twelve (12) months after the date of disability.

#### **Weekly Indemnity**

Disabled employees on Weekly Indemnity will be eligible for benefits up to twelve (12) months after the date of disability.

#### **Leave of Absence**

Employees on authorized Leave of Absence will be eligible for benefits for one (1) month.

Employees may continue their coverage after one (1) month by paying the monthly premium.

### **Lay Off**

On lay-off, coverage will be maintained to the end of the month following the month of lay-off. In the event that an employee has a course of treatment approved by the insurance company prior to the lay off, that course of treatment will be covered under the plan.

### **HOW TO CLAIM**

After you or one of your dependents have made an appointment with the dentist, obtain a claim form from your Employer. The completed claim form should be returned to your Employer, as soon as possible, for submission to the insurance company for processing.

In the event that the dentist demands payment from the claimant upon the completion of treatment, it will be the claimant's responsibility to pay the dentist and then claim reimbursement from the insurance company. It will be necessary for the claimant to secure a completed claim form from the dentist.

## **DOMTAR INC. DOMTAR FOREST PRODUCTS (WHITE RIVER SAWMILL)**

### **LONG TERM DISABILITY BENEFIT PLAN**

The Company shall pay the monthly premium cost of the Long Term Disability Benefit Plan:

The Long Term Disability Benefit Plan shall be administered in accordance with the terms of an insurance policy.

#### **1. ELIGIBILITY**

The Long Term Disability Benefit Plan shall be compulsory for all employees who have accumulated forty-five (45) days seniority with the Company.

#### **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. The Plan becomes effective on January 1, 1981.

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 upon the return to continuous active full-time employment for a period of more than four (4) consecutive weeks.



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. Benefit payment shall not commence during a strike until the termination of the strike.

### **4. DEFINITION OF DISABILITY**

"Disability" shall mean an insured employee who has received fifty-two (52) weeks of benefits for the same disability under the Weekly Indemnity Plan and is thereafter unable because of disease or injury to work at any occupation in the Company for which he is reasonably fitted by education, training or experience.

### **5. AMOUNT OF BENEFIT**

a) Effective December 10, 1995, the disability benefit shall be increased from 50% to 55% of the employee's regular straight time hourly rate, multiplied by two thousand and eighty (2,080) and divided by twelve (12), up to a maximum monthly payment of one thousand six hundred dollars (\$1,600.00). Effective September 1, 1996, the maximum monthly benefit payment will be one thousand seven hundred dollars (\$1,700.00). Effective September 1, 1997, the maximum monthly benefit payment will be one thousand eight hundred dollars (\$1,800.00). The regular straight time hourly rate shall be the rate of the employee which the disability occurred. The date on which the disability occurred is the date of commencement of disability for Weekly Indemnity Benefits.

b) The amount of disability benefit under this plan will be reduced by the amount for which the employee is eligible and receives under the disability benefit provision of the Canada or Quebec Pension Plans, 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 Worker's Compensation Disability Pensions.

c) While receiving benefits under this plan, Pension Plan members will continue to accrue pension benefits at no cost to them. The pension accrued will be four percent (4%) of benefits paid under the plan. Death benefits will not accrue during this period, except with respect to interest on the employee's

contributions made prior to commencement of Long Term Disability Benefits.

#### **6. DURATION OF BENEFITS**

- a) Benefits will be paid for one (1) month, for each completed month of service prior to commencement of the Long Term Disability Benefits, while the employee is disabled.
- b) Two hundred fifty (250) days of accrued seniority will be considered as twelve (12) months of service.
- c) Disability benefits will be paid one (1) month in arrears.

#### **7. TERMINATION OF BENEFITS**

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

- a) On the date the employee ceases to be disabled. (If there is a recurrence of the same disability within six (6) 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 Weekly Indemnity Plan), or
- b) On exhaustion of the benefit period, or
- c) On retirement or attainment of age 65, or
- d) On death.

#### **8. 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 the Group Life Insurance coverage in effect on the date of his disability at no premium cost to him subject to the Termination of Benefits (clause 7).

#### **9. EXCLUSIONS**

- a) An employee receiving Long Term Disability Benefits will not be eligible for vacation or statutory holiday pay.
- b) 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 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.

vi) Disability or loss (1) while the employee is on or could be placed on Pregnancy/Maternity Leave, or (2) if an employee fails to qualify for Pregnancy/Maternity Leave because of failure to meet the length of service requirements, during the period of Pregnancy/Maternity Leave that the employee could be on if she qualified for such leave, in accordance with the Employment Standards Act 1974, Ontario or any other relevant provincial statutes.

#### 10. **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.

#### 11. **PHYSICAL EXAMINATIONS**

The Company and/or insurer reserves the right to require periodic physical examinations throughout the duration of the employee's 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.

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