

**LABOUR AGREEMENT**

between

**CORNER BROOK PULP AND PAPER LIMITED**

and

**COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION  
OF CANADA, LOCAL 96**

*June 1, 1993 to May 31, 1998*

0988201



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unless otherwise specified, the changes made to the Labour Agreement which terminates May 31, 1993, as agreed by the parties, will become effective as of the date of signature after ratification by the membership.

SECTION I

PARTIES TO THE AGREEMENT

CORNER BROOK PULP AND PAPER LIMITED

and

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION  
OF CANADA, LOCAL 96

The parties hereto have agreed as follows:

SECTION II

GENERAL PURPOSE

2.01 - The general purpose of this Agreement is in the mutual interest of the employer and its employees to provide for the operation of the plant hereafter mentioned under methods which will further to the fullest extent possible the safety and welfare of the employee and economy of operations, quality and quantity of output, cleanliness of plant and protection of property.

2.02 - It is recognized by this Agreement to be the duty of the company and the employees to cooperate fully, individually, and collectively for the advancement of said conditions.

2.03 - The Union undertakes to cooperate with the company in every reasonable way:

- a) to increase production:
- b) to reduce absenteeism.

2.04 - It is management's right to establish all rules, regulations and instructions that it sees fit as long as it does not conflict with the provisions of this Agreement or with the laws of Newfoundland.

SECTION III

RECOGNITION

3.01 - Corner Brook Pulp and Paper Limited, Corner Brook, Newfoundland, recognizes C.E.P. Local 96, as the agency representing the bargaining unit for the purpose of collective bargaining.

- a) C.E.P. Local 96, has jurisdiction over electrical, electronics, instrumentation, radiation equipment, beepers, also P.L.C.'s and microprocessors that are associated with Mill process control equipment; the electrical and instrumentation portion of refrigeration units.

The exception to the above is the on-line cross and machine direction control equipment on the paper machines, such as the Measurex System.

3.02 - The company recognizes and will deal with accredited members of the Shop Committee and stewards in all matters relating to grievances and interpretation of the Agreement.

SECTION IV

MEMBERSHIP

4.01 -

- a) As a condition of employment, employees covered by this Agreement shall apply for membership in the union within thirty (30) days. Employees shall maintain membership in good standing in the Union. The Employer will not be bound to discharge an employee on account of his eviction from the union or otherwise refusal of his membership: however, this employee will continue to pay the equivalent of union dues.
- b) The company will submit to the Union concerned a list of employees on whose behalf union dues have been deducted.
- c) Employees shall pay an assessment after working ten (10) days to the Union in whose jurisdiction they are working.



4.02 - When the employee is hired or transferred, the company will notify the Financial secretary of the union concerned within ten (10) days following the date of employment or transfer and shall indicate the occupation of the employee and the expected period of employment so that the necessary action may be taken by the Union.

4.03 - It is agreed that the company will not be responsible for any question of jurisdiction. The union agrees to determine all questions of this character which may arise. Pending the determination of such questions, the Company may proceed as it sees fit, with no liability.

#### SECTION V

##### MANAGEMENT

5.01 - It is within the normal function of Management to set the requirements of all jobs, and to determine from time to time the number of employees it shall require.

5.02 - The exercise by the Company of the foregoing rights shall not alter any of the provisions of this Agreement.

5.03 - whenever a major change is made in the plant which creates new job classifications or significantly increases the duties and/or responsibilities of existing classifications, the company will promptly inform and discuss with the Union involved the rates of pay established for the new or changed classification and the job duties involved. After the changes have been in effect for a trial period of sixty (60) work days, the wage rates may be brought up again for discussion between the company and the union. If no agreement is reached as a result of such discussion, the rates established by the company will remain in effect until the next Labour Negotiations.

#### SECTION VI

##### CONTRACTING

6.01 - The company agrees that it will not contract out maintenance and repair work which is regularly performed by employees and for which the Mill is

equipped and the employees are willing, available and capable of performing by reason of their skills. The company will notify the union concerned of any such work to be contracted out five (5) days before such contracts are entered into except in cases of emergency. (As an example, cases of emergency are defined as situations where the Company is confronted with an unforeseeable breakdown which requires immediate attention.)

## SECTION VII

### SENIORITY

7.01 • Employees shall accrue seniority in three ways - by classification, by Department and through total Mill service - which are defined as follows.

"Classification seniority" is defined as the employee's length of service in a particular classification as listed in Clause 7.17, and shall apply to lay-offs, recalls to work, permanent and relief promotions within the Bargaining Unit, the filling of vacancies and transfers.

"Department seniority" is defined as the employee's length of service in a particular Department.

"Mill Seniority" is defined as the employee's length of service in the Mill, established by continuous service since his last date of hire.

In the event that two or more employees have the same classification seniority date, the employee with the greater department seniority will be considered senior and, in the event that both classification and department seniority are the same, the employee with the greater mill seniority will be considered senior. In the event, that all three dates are the same, the older employee will be considered senior.

Effective April 9, 1990, the employee's position on the seniority list shall apply to lay-offs, recalls to work, permanent and relief positions within the Bargaining Unit, the filling of vacancies and transfers. The filling of vacancies and transfers are subject to the following:

When a bottom job in a line of progression is posted, an employee's first class classification seniority will determine the filling of the vacancy (not his position on the seniority list). First class classification seniority is determined from the date an employee is rated first class.

#### 7.02 - Probationary Period

New employees shall be on probation for a period of one hundred and twenty (120) continuous days worked and if retained in the service of the Company beyond that date, shall be considered a regular employee and shall acquire seniority back to his date of hire.

7.03 - Should a rated employee above the position of First Class with at least two (2) years experience in that position wish to return to a First Class position, the junior First Class Electrician with a year's experience in the Mill as a journeyman will be required to fill this position should none of the senior employees who relieve the position or other senior journeymen want to fill the regular position. This will be done at a maximum of one (1) employee in the Electrical Department in any one year.

The employee's position on the seniority list will be determined by the date he was rated as a First class Electrician. Should a rated shift employee with at least two (2) years' experience on shift apply for and be reassigned to a different job classification, the junior First Class Electrician with one (1) year's experience in the Mill as a journeyman will be required to take this position should none of the senior employees who relieve the position or other senior journeymen want the regular shift position.

#### 7.04 - Promotions Training Period

Promotion within a line of progression will be based on the principles of seniority as outlined in clause 7.01 and on the necessary qualifications to perform the work. An employee who is promoted and is capable after a reasonable training period of doing the work efficiently will retain that position.

7.05 -

a) Job Posting

Where a vacancy is created in the bottom job in an established line of progression or above the bottom job because an employee in the bottom job cannot progress, the company will post a notice on all mill bulletin boards bringing such vacancy to the attention of employees who may be interested in applying for the job and give a copy of such notice to the Union concerned. The interested employee(s) must make application to the appropriate superintendent within twenty-one (21) days of the date of posting such notice. Such applicants will be considered when filling the vacancy.

b) List of Applicants

A list of all those employees applying for jobs under Clause 7.05 a) above will be supplied to the union concerned.

7.06 -

a) With the exception of the provisions outlined in Article 7.03, an employee in a line of progression cannot refuse a temporary or permanent promotion. However, an employee handicapped because of an industrial accident or who is impaired by health problems will be eligible for exclusion on presentation of satisfactory medical evidence showing him unfit for the promotion. Such an employee shall not be considered for future promotion until such time as satisfactory medical evidence establishes that his handicap or impairment has been corrected. He will then promote behind the last man to have worked in a higher classification than his own during the time of his medical problem.

b) Notwithstanding paragraph 7.06 a) hereabove, any refusal of promotion in existence prior to October 13, 1984 will remain valid and effective and the employee shall not be considered for future promotion until such time as he requests, in writing, the superintendent to cancel his

previous refusal of promotion. He will then promote behind the last man to have worked in a higher classification than his own during the time of this refusal and thereafter be governed by the rules established in paragraph 7.06 a).

#### 7.07 - Lay-offs

Reduction in the work force will be accomplished by laying off the employee with the least seniority and proceeding upwards. If reductions in the work force require demotions, the employee so affected will retain his position on the seniority list. If his former job becomes open, he must return to his former job or the employee's position on the seniority list will be determined by the date of his previous rated position. Rehiring will be accomplished by recalling the most senior employee laid off.

#### 7.08 -

##### a) Notice of Total Mill Shutdown

when a total mill shutdown is caused by lack of orders or lack of raw materials, at least seventy-two (72) hours advance notice will be given to the Union that employees will be laid off. Employees laid off under these circumstances will not be entitled to severance pay unless the total mill shutdown is permanent.

##### b) Whenever a planned layoff of regular employees becomes necessary, the Management agrees to notify the union and give them a list of names and classifications of the men to be laid off a minimum of fourteen (14) calendar days before such layoff takes place.

#### 7.09 • Recall Notice

##### a) Employees recalled to work must report for work within ten (10) days of being notified of a recall or their names will be removed from the seniority lists and their employment status will be terminated.

Employees may, without prejudice, refuse a recall to work where the work in question is estimated to be for a period of two (2) weeks or less.

- b) A lay-off will be a termination of employment. The recall rights will elapse as stipulated hereabove if the lay-off lasts without re-employment:
- i) employees with less than one (1) year of Mill seniority who have completed their probationary period will remain on the recall list for a period equal to their Mill seniority;
  - ii) employees with one (1) year or more of Mill seniority will remain on the recall list for a twelve (12) month period;
  - iii) employees with more than five (5) years of Mill seniority will remain on the recall list for a period of twenty-four (24) months;
  - iv) employees with more than ten (10) years of Mill seniority will remain on the recall list for a period of thirty (30) months.
- c) subject to the terms and conditions of the master policy, the following apply to employees who had Fringe Benefit coverage before lay-off; for the purpose of the following paragraphs, an employee recalled shall mean an employee with seniority who is recalled to do work while he still has some recall rights as defined in article 7.09 b) hereabove:
- i) Group Life Insurance - an employee who is laid off from the company and who is recalled will be reinstated as from the date of his re-employment.
  - ii) Accidental Death and Dismemberment - an employee who is laid off from the Company, and who is later recalled, is covered under this plan as from date of rehire.

- iii) Medical Plan - an employee who is laid off from the Company, and who is later recalled, will have his coverage effective immediately on date of rehire.
  - iv) pension Plan - an employee who is laid off by the company and who is later recalled will commence contributions immediately.
  - v) Weekly Indemnity - an employee who is laid off from the company, and who is later recalled, will be covered for this benefit immediately on date of rehire.
  - vi) Long Term Disability - an employee who is laid off from the Company, and who is later recalled, will be covered immediately on date of rehire.
  - vii) Dental Plan - an employee who is laid off from the Company, and who is recalled, will have his insurance reinstated on the date of rehire.
- d) The Company will continue its present method of recalling employees; however, where the company is unable to make contact with the employee, a registered letter will be sent to the employee's last known address.

#### 7.10 - Seniority Lists

Seniority lists will be published and posted by the Company in January and July of each year and will show each employee's date of hire, date of entry into his present department and date of entry into his present classification. Seniority lists will be subject to correction for a period of thirty (30) calendar days from the date of posting and errors not brought to the Company's attention during that period will not be considered and the lists will stand as corrected except that such errors may be corrected on any subsequent list. The Union will be supplied with a copy in addition to those posted throughout the department.

#### 7.11 - Termination of Seniority and Continuous Service

Seniority shall be lost and termination of employment shall occur for the following reasons:

- 1) failing to comply with a recall notice:
- 2) voluntarily leaving the company:
- 3) discharge for just cause:
- 4) retirement;
- 5) exhaustion of recall rights.

#### 7.12 • Leave of Absence

The Company will give serious consideration to requests for leave of absence, without cost to the company, as required to enable employees elected or appointed by their respective Union to attend any National or International Conference, Convention or courses.

**Any** employee elected to the House of Assembly of Newfoundland or the House of Commons of Canada will be granted time off without loss of seniority. This time off will extend to one term in office.

#### 7.13 - Time Off for union Business

The Company agrees that Union representatives will be granted reasonable time off to attend to Union business. It is understood that the number of those employees will be kept to a minimum so as not to affect the efficiency of Mill operation. However, it is understood that before a Union representative may leave his post, he will have to seek the authorization of his Superintendent. The authorization will not be refused unduly.

#### 7.14 - Placement of semi-Incapacitated Employees

An employee with two (2) years or more of continuous service and who is no longer able to do his regular work may be transferred to work more suitable to his abilities within the jurisdiction of his Union as may be agreed between the Company and the Union, or Unions concerned. However, such transfers for the accommodation of such semi-incapacitated employees will be made only on the basis of no additional and/or increased cost to the Company. Job Seniority rights of affected individuals may be waived to accommodate the placement of such semi-incapacitated employees.



7.15 - During reduction in the work force, journeymen will not be laid off while apprentices in the trade affected remain employed. In cases of lay-offs, apprentices and helpers will not be hired while tradesmen in the trades affected are on lay-off status and still have recall rights.

**7.16 -**

- a) The Company may hire from time to time temporary qualified tradesmen for the purpose of performing specific and predetermined modernization and construction work. Such employees will pay union dues in accordance with Article 4.01 and will not accrue seniority. These employees will be entitled to the wages established for the work performed and to all other applicable provisions of the collective agreement with the exception of all Welfare Plans and Pension Plan. Temporary employees will have the right to the grievance procedure except for cases of promotion, demotion, layoff or termination of employment. The Union will be given a forty-eight (48) hour notice when temporary employees are to be laid off.

After ninety (90) continuous days of employment, temporary employees will be entitled for coverage under the Hospitalization and Major Medical plan, for which they will be required to pay the full premium, and they will be given a \$25,000.00 basic life insurance coverage for which the company will pay the premium. In addition, effective November 1, 1988, a special weekly indemnity plan as outlined in Section 6 of Appendix "C" will apply. After being terminated, an employee who is rehired within thirty (30) days of the date of his termination will not have to satisfy another waiting period of ninety (90) continuous days. His coverage shall commence on the first day of the month immediately following the date he is rehired. However, if he is rehired in the same calendar month, coverage will commence as of the date of rehire.

- b) Individuals hired during the summer months for vacation relief purposes will not accrue seniority. Employees hired for this purpose

will be designated in a special category and, after working ten (10) days, shall pay an assessment to the union in whose jurisdiction they are working equivalent to the amount of the union dues currently paid by other employees. such employees will be entitled to the wages established for the work performed and to all applicable provisions of the collective agreement with exception of all Welfare Plans and Pension Plan. These employees will have the right to the grievance procedure except for cases of promotion and demotion, lay-off or termination of employment.

- c) Individuals hired in the summer months for vacation relief purposes will be terminated by October 31 of the same year.
- d) The Company will remit once monthly to the Union concerned the amounts collected in application of subparagraph b) hereinabove.

Student workers will not be required to join the union in whose jurisdiction they are employed but will be required to pay an assessment equivalent to the monthly dues of the appropriate Union. student workers will not accrue seniority nor be entitled to any of the provisions of the Collective Agreement.

7.17 - For purposes of classification Seniority as defined in Clause 7.01, employees within the jurisdiction of C.E.P., Local 96, will be classified as Electrician and Instrument Mechanic.

7.18 - For purposes of Department Seniority, departments within C.E.P., Local 96's jurisdiction will be defined as Electrical and Instrumentation.

7.19 - Management Position

A member of the Bargaining Unit promoted to a regular non-union position will forfeit all seniority rights accrued under this Agreement after six (6) months from the date he was appointed to the regular non-union position. Employees returning to the Bargaining Unit within the period of six (6) months will have to reimburse his union dues unpaid as of the date he left the Bargaining Unit.

7.20 - On Mill shutdowns, if required, work will be assigned to employees on the basis of classification seniority provided the employee is qualified and capable of doing the work.

SECTION VIII

BARGAINING UNIT

8.01 - This Agreement shall apply to and cover:

Job occupations stated in the certification order of the Newfoundland Labour Relations Board on August 6, 1958, and as amended on July 18, 1969, and further amended May 21, 1975, certifying a bargaining unit for the International Brotherhood of Electrical Workers, Local 404, (Appendix "A" of this Agreement) and subsequently changed to Communications, Energy and paperworkers Union of Canada, Local 96, and registered with the Newfoundland Labour Relations Board on August 10, 1993.

8.02 - This Agreement shall not apply to nor cover the following salaried staff:

superintendents, Assistant Superintendents, Foremen, Assistant Foremen, Non-Union office Force, Engineering Staff, Technical Control Staff and Relief Foremen: these are considered as part of the Management under this Agreement. Hourly paid Sub-Foremen are considered part of this Agreement.

8.03 - It is Company Policy that it is the function of Management personnel to manage. Therefore, all jobs within the Union's jurisdiction will be performed by Union members; however, supervisory personnel may perform any work necessary for the resumption of normal production in the following cases:

- a) for training or demonstration purposes;
- b) for emergencies or to avoid machinery breakdown or an accident.

SECTION IX

WAGES

9.01 - A copy of the Company's existing wage rates is attached (Appendix "B") and the same shall remain in effect throughout the life of this Agreement.

9.02 - Rates of Pay

Each day employee and each tour employee will be paid for the number of hours worked at the rate which is established for the occupation, except that such extra time and overtime allowances as are provided in this Agreement shall be paid in each case where work is done under conditions named.

9.03 -

- a) An employee temporarily assigned to a lower rated job than the employee's regular job, shall receive the rate of pay for his regular job, when such assignments are made for the convenience of the Company.
- b) Except for employees who are receiving training, an employee assigned to a higher rated job than the employee's regular job shall receive the higher rate for the duration of the job with a minimum of one (1) hour, when such assignments are made for the convenience of the Company.

9.04 - An employee assigned to a lower rated job than his regular job shall be paid the established rate of pay for the job, when such assignments are made for the convenience of the employee.

9.05 - Excess Pay

In the event that an employee is required to work on a job which has been determined by Management as a regular position, and receives excess pay, the period for which he is to receive excess pay shall not exceed **sixty** (60) days, after which an official Change of Rate Notice must be recorded in the employee's folder in the Industrial Relations Department.

When regular promotions take place, copies of Change of Rate Notices will be forwarded to the local Union.

An employee relieving for vacation, sickness, accident, work of a temporary nature will not be governed by the conditions of this article with the exception of the excess pay which he will receive as long as he works in the higher paid job.

9.06 • Exemptions

Employees who are temporarily absent from work due to illness or accident shall be entitled to resume the position that their seniority entitles them to when they return to work.

9.07 - shift Differentials

- a) The company will pay a shift differential of forty (40) cents per hour on the 4-12 shift and sixty (60) cents per hour on the 12-8 shift. shift differential shall apply only to employees working on shift jobs which are on a rotating basis and to employees working on jobs whose regular scheduled hours of work fall completely between the hours of 4:00 p.m. and 8:00 a.m. The shift differential shall not enter into the calculation of payment for Statutory Holidays, Floating Holidays, Vacation Pay, sick Leave Pay or overtime Pay.
- b) A day worker whose schedule requires him to work 4-12, 12-8 or 8:00 p.m. to 8:00 a.m. shifts will receive the appropriate shift Differential for hours worked.

9.08 - If an hourly paid employee is requested to relieve a salaried foreman, he will be paid a rate that is seventy-five (75) cents an hour over the highest rate supervised.

SECTION X

SEVERANCE PAY

10.01 • All regular employees who are employed on jobs within the Union's jurisdiction and who have one year or more of continuous service will be eligible for severance pay when laid off by company action because there is no work available to which their seniority entitles them. Severance Pay provisions apply to regular employees only; they do not apply to casual employees, temporary employees, students, apprentices or any other similar category of employees.

10.02 • A laid-off employee entitled to Severance Pay will be paid two percent (2%) of his total earnings for the last full period of continuous service:

- i) one-half of the severance pay due will be paid after the employee has been laid off six (6) consecutive weeks. The second half of the severance Pay due will be paid after the employee has been laid off six (6) consecutive months.
  
- ii) **An** employee laid off has the option of receiving his severance pay as presently provided, in (i) above, **or** of receiving, in lieu of the present lump sum payment after six (6) weeks and six (6) months, Severance Pay in weekly installments equivalent to the maximum earnings the Unemployment Insurance Law allows without reduction of the employee's U.I.C. benefit. Such weekly installments will be paid commencing with the sixth (6th) consecutive week of lay-off until the earlier of:
  - a) exhaustion of U.I.C. benefits, in which case the employee will receive in a lump sum any Severance Pay he still has to his credit. If an employee's U.I.C. benefits are exhausted and the employee has not been laid off six (6) consecutive months, he will be paid the remaining portion, if any, of his six (6) weeks entitlement. The balance of his Severance Pay entitlement will be paid after six (6) consecutive months of lay-off;  
  
or
  - b) exhaustion of his six (6) weeks Severance Pay entitlement in which case weekly payments will cease until he becomes eligible to receive his six (6) months entitlement. Then payments will begin again until his total Severance Pay entitlement is used **up**;  
  
or
  - c) refusal of an offer of recall, as provided in Clause 7.09, in which case the employee will lose his remaining Severance Pay entitlement;  
  
**or**

- d) twelve (12) months have elapsed since the initial date of lay-off in which case the employee will receive in a lump sum any severance pay he still has to his credit.

10.03 • An employee's recall rights will not be affected in any manner because of the payment of Severance Pay. However, if the employee is recalled after having only received part of the Severance Pay due to him, he will upon his return to work, retain the right to the unpaid portion. He will, as of the date of his return, start accumulating a new period of time which will, in addition to the unpaid portion, be credited toward any future lay-off.

#### SECTION XI

##### DISCIPLINE, GRIEVANCE AND ARBITRATION PROCEDURE

###### 11.01 -

- a) whenever an employee is called in by his Supervisor for reprimand, he may request the presence of one (1) union representative.
- b) The company shall provide the employee and the union with a copy of any written warning affecting the employee. The record of any disciplinary action for offences other than absenteeism shall not be used against an employee after twenty-four (24) months have elapsed since the date of disciplinary action and provided no similar offence has occurred during the twenty-four (24) month period.

###### Grievance

11.02 - It is recognized to be to the mutual advantage of all parties to this Agreement to settle grievances as promptly as possible and at the earliest possible step in the procedure outlined below.

11.03 • While the following grievance procedure is intended to apply to matters arising out of the application of this Agreement, nothing herein shall limit the right of any employee to discuss any matter with the appropriate official of the Company.

11.04 - where the subject of a grievance is discharge, the grievance will commence at step 3.

11.05 - The union will furnish the Company with a list of union representatives for each department and/or a list of the members of its Grievance Committee of not more than three (3) members.

11.06 - Prompt notice will be given of any change in Stewards or Grievance Committee members.

11.07 -

a) The parties agree to follow each of the steps outlined hereafter in the processing of grievances; and if in any step the company's representative fails to give his written answer within the time limit set forth, the Union committee may appeal the grievance to the next step.

b) union or policy grievances and company grievances will commence at step 3.

11.08 - Grievances arising in any department will be dealt with in the following manner:

Step 1:

The aggrieved employee will, as promptly as possible and in no case longer than thirty (30) days from the date of the incident, submit in writing a grievance setting forth the facts of the case, with his immediate superior who will within five (5) days give his decision thereon. The grievance must be properly signed by the aggrieved employee and his authorized Union Representative. As per Clause 11.04, grievances involving the discharge of an employee will be submitted at step 3, in writing, and in no case later than fourteen (14) days from the date the aggrieved employee was discharged.

Step 2:

If the grievance cannot be settled at step 1, it may be referred in writing to the Department Superintendent within **five** (5) days from the expiration of the delay to answer at Step 1. The Department Superintendent will, within five (5) days,



give his decision thereon. The Company agrees to present its answer in writing at the second and succeeding steps.

step 3

If the grievance is not settled at Step 2, it may be referred in writing to the Modernization and Services Manager or his representative no later than five (5) days from the expiration of the delay to answer at Step 2. Failing to reach an agreement at Step 3 within ten (10) days, the Union committee or the Company, as the case may be, shall have the right to refer the grievance to arbitration in accordance with the following procedure.

#### Arbitration

11.09 - Where a difference arises between the parties to or the persons bound by this Agreement or on whose behalf it has been entered into and where that difference arises out of the interpretation, application, administration, or alleged violation of this Agreement including any question as to whether a matter is arbitrable, one of the parties may, after exhausting any grievance procedure established by this Agreement but not later than twenty (20) days following the expiration of the delay to answer mentioned in step 3, notify the other party in writing of its desire to submit the difference or allegation to arbitration.

11.10 - If the parties fail to agree upon the naming of an arbitrator within the period of twenty (20) days after reception of the notice of arbitration, the Minister of Labour of Newfoundland shall, on the request of either party, name an arbitrator. The arbitrator named under this provision shall hear relevant evidence adduced relating to the difference or allegation and argument thereon by the parties or counsel on behalf of either or both of them and make a decision on the difference or allegation, and the decision shall be final and binding upon the parties and upon any person on whose behalf this Agreement was made.

An arbitrator may modify a Company's decision on the disciplinary action taken against an employee provided it does not change any provisions of the Agreement or add to the Agreement.

11.11 - The parties shall pay equally the remuneration and expenses of the arbitrator.

11.12 - The arbitrator will give a decision in writing within thirty (30) calendar days.

11.13 - The time limits provided for in this section may, at any stage, be extended in writing, by mutual agreement.

#### SECTION XII

##### INTERRUPTION OF WORK

12.01 - It is agreed that there shall be no strikes, walkouts, lockouts, or other similar interruptions of work during the period of this Agreement.

#### SECTION XIII

##### ACCEPTANCE OF APPRENTICE TRAINING PLAN

13.01 - The company and the Union recognize the value of the Apprentice Training Plan and will cooperate in solving any problems which may arise in the filling of jobs by trainees from the Apprentice Training Plan upon the completion of their courses, it being understood that where other employees have equal qualifications for the jobs to be filled, seniority will prevail in accordance with the terms of the Agreement.

13.02 - Graduates of the Apprentice Training Plan and newly hired tradesmen who remain in the employ of the company will, subject to satisfactory service, serve an adjustment period of a maximum of one (1) year on a second class tradesman's rate and will then be given a first class tradesman's rate.

13.03 - The Company does not guarantee employment to apprentices upon completion of their apprenticeship. However, reasons for no such employment will be given to the Union Executive, if requested.

13.04 - Corner Brook Pulp and Paper Limited Apprenticeship Training Program forms part of this Agreement and may only be altered or amended by mutual

agreement of both parties. The Company will continue the present practice of selecting new apprentices for training under the Apprenticeship Training Program.

13.05 - A graduate apprentice retained as a journeyman shall have his classification seniority backdated an amount equal to one-half (1/2) of his employment period as an apprentice when he completes his adjustment period. This clause will apply after June 1, 1978.

#### SECTION XIV

##### NORMAL MILL OPERATING WEEK

14.01 - The Mill will operate on a seven (7) day basis with the exception of those days excluded in the terms of this Agreement.

14.02 - When maintenance work is being done, operating crews will assist as required by the Maintenance Department, provided that no employee covered by this Agreement is on lay-off status or a shortened work week. Any overtime required during such maintenance work will be assigned first to employees covered by this Agreement.

14.03 - should it become necessary to reduce or interrupt production because of unforeseeable circumstances including strike, power shortage, Acts of God, material shortages, the Company will promptly advise the Union or Unions concerned of its decision. If the decision is to shut down the Mill for short periods of time, it is understood that employees who have vacations outstanding may take their vacation allowance during the shutdown period.

14.04 - shutdown Time

For unforeseen shutdowns of a duration of twenty-four (24) hours or less (understanding the shift in which the breakdown occurs and the two (2) shifts following), the Company will supply work to the scheduled crews and the employees will be paid at their regular rates and must perform the work assigned to them.

For scheduled total **Mill** shutdowns or planned machine shutdowns for other reasons than normal maintenance, tour employees will be paid the remainder of the shift on which the machine or machines were shut down.

SECTION XV

NORMAL WORK WEEK FOR EMPLOYEES

15.01 - The normal work week for hourly paid day employees shall be eight (8) hours daily, five (5) days weekly. For tour employees, the normal work week shall be eight (8) hours daily and as set forth in the agreed work schedule printed and distributed annually.

15.02 - The pay week and the work week shall be from 8:00 a.m. Sunday to 8:00 a.m. Sunday.

SECTION XVI

PLANNING AND SCHEDULING OF CREWS

16.01 - The planning and scheduling of the weekly work schedule for maintenance crews shall be the exclusive function of Management. Should it become necessary to depart from the weekly work schedule the Management may do so by giving the personnel involved at least twenty-four (24) hours notice.

16.02 - The Company agrees to post all work schedules prior to 3:00 p.m. on Thursday, but retains the right to change the schedule prior to 3:00 p.m. on Friday, without penalty.

The Company also agrees that when the schedule is changed after the time limits on Friday, without the required twenty-four (24) hours notice having been given, the following penalties will be applied:

a) shift changes involving days **off**.

All time worked within the twenty-four (24) hour period will be paid at time and one-half. If one of the original scheduled days off immediately follows the twenty-four (24) hour period, time and one-half will not be paid for that day.

b) schedule changes involving shift changes.

1) Day worker to tour worker:

8-4 shift changed to 8-4 shift - no penalty.

8-4 shift changed to 4-12 shift or 12-8 shift - time and one-half will be paid for the first shift.

2) Tour workers shift change:

time and one-half will be paid for the first shift.

3) work schedules referred to in 16.01, 16.02 a) and b), 1) and 2), are schedules which provide for eight (8) hours work per day in accordance with Clauses 17.01 and 17.02.

c) Penalty for shift changes:

Day employees who are scheduled 8:00 a.m. to 4:00 p.m. and whose schedule is subsequently changed to 8:00 a.m. to 8:00 p.m. without twenty-four (24) hours notice will only be entitled to time and one-half for the hours worked between 4:00 p.m. and 8:00 p.m.

Day employees who are scheduled 8:00 a.m. to 4:00 p.m. and whose schedule is subsequently changed to 8:00 p.m. to 8:00 a.m. will be paid time and one-half for all hours worked for the first shift after the change is made.

The Company is responsible for notifying the employee of such changes in his schedule when the employee has not the opportunity to learn of such changes from the revised posted schedule. For example, schedule change is on Friday and employee's day off is Friday, but he returns to work on Saturday, and he then has an opportunity to see the revised schedule. In this case, the Company will not further notify the employee of such change.

16.03 • If the Company requires an employee to work on his scheduled day or days off, the Superintendent and employee may arrange another day or days off for the employee in that week.

16.04 - An employee may change his' scheduled day or days off, shift or shifts off, with the permission of his supervisor provided that there is no additional cost to the Company.

16.05 • A day worker who reports for work as scheduled and who is sent home and told to report at a later time will be paid as per Section XXIII.

16.06 • A day worker will return to work after the completion of his vacation at the normal reporting time for day workers unless otherwise notified.

#### SECTION XVII

#### HOURS OF WORK

##### 17.01 - Day Employees

The regular schedule of hours for day employees shall be from 8:00 a.m. to 4:00 p.m. A break will take place between 10:00 a.m. and 10:10 a.m. The lunch break will normally take place from 12:00 noon to 12:20 p.m. However, because of operating conditions, the lunch break may take place any time between 11:30 a.m. and 1:00 p.m. During these break periods employees will not be permitted to leave the plant. When it is necessary to maintain a crew outside of these established hours, men so employed will be rated as day employees.

Day employees shall be in their respective working places to begin work at their designated starting time, and shall remain at their places of work until the designated stopping time.

Machinery shall be started promptly and not stopped before the designated stopping time. The Mill whistle will blow at 8:00 a.m., 12:00 noon and 4:00 p.m. daily except Sunday.

It is a definite ruling that each day finishes at 8:00 a.m.

17.02 - Tour Employees

Tour employees shall be organized into four crews (A, B, C, and D) to maintain the seven (7) day operation work schedule.

A day shall be divided into three (3) shifts of eight (8) hours each as follows:

- shift 1 - from 8:00 a.m. to 4:00 p.m.
- Shift 2 - from 4:00 p.m. to 12:00 midnight
- Shift 3 - from 12:00 midnight to 8:00 a.m.

17.03 - shifts will rotate in sequence weekly.

17.04 - Shifts may be changed only after the approval of the immediate Supervisor has been given. Where the employee cannot contact his immediate Supervisor, he may seek approval from his Superintendent.

17.05 - When a tour begins, each tour employee is required to be in his place. At the end of a shift, no tour employee shall leave his place to wash up and dress until his mate has changed his clothes and reported to take on the responsibility of the position. If an employee is assigned additional work prior to being relieved, he will be paid time and one-half for the work performed after being relieved. If a tour employee does not report for his regular shift, his mate shall notify the Department Superintendent or Foreman. He shall then remain at his post until a substitute is secured and, if necessary, he shall work an extra shift. It is the duty of a tour employee to report for this regular shift unless he has already arranged a leave of absence. If unavoidably prevented from reporting, he shall give the Industrial Relations Department at least four (4) hours notice before his tour goes on duty. An employee on day shift will be required to give at least one (1) hour notice before his shift begins. After office hours, such notice shall be given to the Guard on duty at the Main Gate.  
(Telephone number: 634-2809)

17.06 - After a tour employee has been absent from duty, the following notice shall be given to the Industrial Relations Department previous to the tour in which he intends to resume duty.

If Industrial Relations Department personnel are not available, the security guard will be notified.

8-4 shift, not later than 4:00 p.m. the previous day.  
4-12 shift, not later than 12:00 noon the same day.  
12-8 shift, not later than 4:00 p.m. the same day.

If the regular tour employee fails to give the required notice of his intention to return to work and reports for work without doing so, he shall be sent off the job, without pay.

17.07 - In the event that a tour employee does not report for his regular shift or fails to relieve his mate on the change of shifts, the foreman will take steps to have a replacement secured no later than one (1) hour after the commencement of the shift.

If the regular tour employee reports to work after a replacement has been secured, he shall be sent off the job, without pay.

However, when a tour employee does report that he will be unable to relieve his mate on the change of shifts, the foreman receiving the report will not wait, but will take immediate steps to have a replacement secured. In the event that the foreman is not able to secure a replacement, the employee may, with the permission of the foreman, call in a qualified replacement who will receive the rate for the job plus any premium where applicable.

#### SECTION XVIII

##### MINOR ABSENTEEISM

18.01 - should an investigation of a case of minor absenteeism fail to disclose a bona fide reason, Management shall discipline the absentee as follows:

- 1st case: Instruction and warning.
- 2nd Case: Instructions and up to three (3) days suspension.
- 3rd Case: Instructions and up to one (1) week's suspension.



4th Case: Discharge. (No employee will be discharged under the provisions of this section until after the Industrial Relations Manager has reviewed the employee's complete Work History with the appropriate union.)

with respect to the above, it is understood that should an employee have a clear record for twelve (12) months between cases one (1) and two (2), or between two (2) and three (3), or between three (3) and four (4), his record shall be considered clear for the purpose of clause 18.01.

18.02 - Doctor's certificates will not be required for employees who have been off duty for short-term illnesses of three (3) days or less. However, employees with poor attendance records may be required to provide a doctor's certificate for all absences due to illness. Doctor's certificates must be presented to the Medical Department before a "Return to Work Pass" will be issued. These passes must be presented to the employee's Supervisor for his signature.

#### SECTION XIX

##### RECALL REPORTING ALLOWANCE

19.01 -

- a) An employee recalled outside his regularly scheduled hours of work shall be paid four (4) hours' straight time pay or time and one-half for every hour worked outside his regularly scheduled hours of work, whichever is greater; straight time pay will apply when he returns to his regular work schedule.
- b) If an employee is notified before his shift or day's work ends, to report for work at a specified time, he will be paid four (4) hours' straight time pay or time and one-half, whichever is greater.

19.02 - on breakdowns and/or during planned shutdowns, it is the Company's policy to repair the equipment and put it back in operation as quickly as possible. Employees recalled for this type of repair work will be assigned only those duties essential to putting the equipment back in operation.

If, however, it becomes necessary to assign unrelated jobs on a recall, a four (4) hour recall premium will be paid for each unrelated job. If the breakdown involves more than one piece of equipment, only one recall premium will be paid.

19.03 - If an employee is recalled and upon reporting, finds that the job is cancelled, he will be paid a call.

19.04 - A minimum guarantee of six (6) hours straight time pay or time and one-half for the hours worked, whichever is greater, will be paid when an employee is called in on his scheduled day off, or on a Sunday or Statutory Holiday.

19.05 - Unrelated calls will be paid to an employee who is working four (4) consecutive hours or more of scheduled overtime under the following circumstances:

- a) When an employee is assigned for one (1) hour or more from one department to another and returns to the original scheduled duties.
- b) when an employee is assigned for one (1) hour or more from one paper machine to another and returns to the original scheduled duties.
- c) When an employee is assigned for one (1) hour or more from one T.M.P. to another and returns to the original scheduled duties.
- d) when an employee is assigned work after he has completed his scheduled duties and is ready to leave.

Note: unrelated calls will not apply to planned maintenance shutdowns of equipment or to employees required to work on their days off for the first eight (8) hours.

#### SECTION XX

##### OVERTIME

Day Employees - Overtime

20.01 -

- a) Day employees will be allowed time and one-half for all time worked in excess of eight (8) hours daily.

- b) should a day employee be absent for part of a shift and be required to work after 4:00 p.m., he will be paid time and one-half after 4:00 p.m. provided his absence was for a legitimate reason.

20.02 - A day employee who is required to work on his day or days off will be paid time and one-half except where 20.05 applies.

20.03 - No employee shall be required to work more than sixteen (16) continuous hours in any one period, except in the case of emergency and where it is necessary to maintain paper machine production.

20.04 - A day worker who works in excess of sixteen (16) hours on any Mill operating or maintenance day will be entitled to take the following day off and be paid eight (8) hours.

20.05 -

- a) Employees may be scheduled to work on their day or days off by their foreman and those employees who request and obtain another day or days off in that week will forego the right to time and one-half for work performed on their original day or days off.
- b) A day worker called in and who works beyond midnight, and who is scheduled to work the next day, will have equal time off at the beginning or the end of the shift the next day, with no loss of pay, for all hours worked after midnight with a minimum of one (1) hour.
- c) When a day employee is scheduled to work 8:00 p.m. to 8:00 a.m. and has not worked five (5) days in that week, he will be scheduled if he so desires to work the 4-12 shift on the day immediately following the completion of the last twelve (12) hour shift. The shift change will be done without penalty to the Company.

- d) When scheduled on the 4 - 12 shifts, if an employee works on two **(2)** consecutive nights five **(5)** hours or more of continuous overtime on each of the two **(2)** nights, and further overtime is needed on the third consecutive night, the said employee has the option of working or not that overtime providing relief is available.

20.06 - A tour employee shall be paid at the rate of time and one-half for all time worked in excess of his normal daily hours of work with the following exceptions:

- 1) overtime worked by special arrangements between an employee and his mate with the approval of his Superintendent, or, in his absence, the immediate supervisor, and where this can be accomplished without additional cost to the company;
- 2) when requested to replace an employee for tardiness **up** to two **(2)** hours.

20.07 - A tour employee who is required to work on his "day off" or "days off" will be paid time and one-half. However, clause 20.05 will also apply to tour employees.

20.08 - A tour worker who works in excess of sixteen (16) hours on any Mill operating or maintenance day will be entitled to take the following day off and be paid eight **(8)** hours.

20.09 - The company will not be penalized because an employee relieves early.

Pyramiding of overtime

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

20.11 - Where practical and within reasonable limits, overtime will be equitably distributed. A roster will be maintained by the Company in which will be recorded overtime hours worked by each employee.

SECTION XXI

PUTTING ON WIRES

21.01 - A worker engaged in changing one (1) forming fabric on a paper machine at a time other than his regular shift shall receive **six (6)** hours of pay at his regular rate for the first two **(2)** hours worked and time and one half for time worked over two (2) hours.

If a worker commences to change the fabric before his shift or day begins, he will be entitled to the premium pay mentioned above: straight time pay will apply when he returns to his regular work schedule.

If a worker commences to change a forming fabric before his shift or day ends, he will be entitled to the premium pay mentioned above if he continues such work after his shift or day ends.

The fabric will be considered complete when the stock is secured on the wire.

21.02 - A worker engaged in changing two **(2)** forming fabrics on a twin wire paper machine at a time other than his regular shift shall receive nine (9) hours of pay at his regular rate for the first four (4) hours worked and time and one half for time worked over four (4) hours.

If a worker commences to change the fabrics before his shift or day begins, he will be entitled to the premium pay mentioned above: straight time pay will apply when he returns to his regular work schedule.

If a worker commences to change the forming fabrics before his shift or day ends, he will be entitled to premium pay mentioned above if he continues such work after his shift or day ends.

The fabric will be considered complete when the stock is secured on the wire.

21.03 - When a wire is removed for maintenance reasons or reconditioning for reuse and is installed on the wire stringing equipment or is repacked in its transporting container, the crew involved in this work will receive the same wire time as is now paid for installing a wire.

21.04 - Where the word "wire" appears in this section it shall also be interpreted to include "fabric".

**SECTION XXII**

**WORK ON SUNDAYS AND STATUTORY HOLIDAYS**

22.01 - Employees will be allowed time and one-half for all time worked during Sundays and during the regular shutdown periods on Statutory Holidays. Employees required to work on a Sunday or, on a Statutory Holiday on a voluntary basis, shall be paid double their straight time rate for any time worked in excess of eight (8) hours for work done on the Sunday or on the day or days of the Statutory Holiday.

22.02 - Any employee required to work on a voluntary basis the day of a Statutory Holiday established in Clause 26.01 may have an option:

- a) The statutory Holiday pay to which he is entitled under 26.01 plus time and one-half for all time worked on the Statutory Holiday and no alternate day off;

or

- b) Time and one-half for all time worked on the statutory Holiday plus, in lieu of the Statutory Holiday and Statutory Holiday pay-established in clause 26.01, an alternate day off to be taken on a date mutually agreed between the employee and his superintendent but no later than ninety (90) days following the statutory Holiday, to be paid at the relevant Statutory Holiday pay to which he would have been entitled under Clause 26.01.

22.03 - In the event that an employee's scheduled day off coincides with a Statutory Holiday, he shall be paid the relevant Statutory Holiday pay established in 26.01 in addition to the hours worked in that week. Statutory Holiday allowances *are* not a part of the normal work week and time allowed for any Statutory Holiday shall not be taken into consideration for the calculation of overtime pay.

22.04 - It is understood that in the scheduling of the work week in which a statutory Holiday occurs, day employees will be scheduled so that they will be allowed four (4) days work plus pay for the Statutory Holiday. However, should the Christmas Statutory Holiday (25 and 26 of December) fall completely within the Monday to Friday period, the employees will be allowed three (3) days work.

22.05 - After a Statutory Holiday shutdown established in clause 26.01, the sheet shall be passed from the dryer section to the stack on the paper machines not more than five (5) minutes before the scheduled starting time; however, early start-ups may be agreed to by the parties to this Agreement.

#### SECTION XXIII

##### TIME FOR REPORTING

23.01 - All employees reporting for work **and** who, on so reporting, are advised that there is no work available for them, shall receive two (2) hours pay.

This guarantee will be cancelled if the employee has failed to notify his supervisor of a change of address or telephone number or if he has been previously notified not to report to work.

23.02 - All employees who report for work **and** are sent home after commencing work because of a cancellation of work shall receive a minimum of four (4) hours pay.

#### SECTION XXIV

##### LUNCH TICKETS

24.01 - An employee who is required to work more than one (1) hour immediately following his eight (8) regular hours will be provided with a lunch ticket except if due to tardiness of his mate. Another ticket will be provided for all subsequent four (4) hours of consecutive work.

A day employee who, without prior notice given before the beginning of his shift, is required to work during the normal lunch hour will be provided with a lunch ticket.

**24.02** - The value of a lunch ticket will be six dollars and fifty cents (\$6.50).

Effective June 1, 1994, the value of a lunch ticket will be increased to seven dollars (\$7.00).

Effective June 1, 1996, the value of a lunch ticket will be increased to seven dollars and fifty cents (\$7.50).

#### SECTION XXV

##### FUNERAL ATTENDANCE

**25.01** - The Company agrees to grant a paid leave of absence exclusive of days off for funeral attendance, subject to the following.

**25.02** - Funeral leave pay shall be based on eight (8) hours daily at the employee's regular straight time rate. The regular straight time rate means the straight time rate of the job at which the employee would have worked had he not been on funeral leave. The funeral leave of absence must be taken within seven (7) calendar days of the funeral and pay will be at straight time even though one of the days of leave occurs on a Sunday.

**25.03** - Employees on annual vacation, floating holidays, weekly indemnity or workers' compensation benefits or on scheduled days off shall not be entitled to funeral pay.

**25.04** - Three (3) scheduled working days will be granted in the case of the death of grandfather, grandmother, father, mother, father-in-law, mother-in-law, stepfather, stepmother, stepbrother, stepsister, brothers or sisters or grandchildren. (Foster parents will be interpreted as father and mother.)

**25.05** - This rule will also apply to any relative of the family living in the immediate household.



**25.06** - Five (5) scheduled working days will be granted in the case of death of husband, wife, child, adopted child or stepchild. (Wife shall include common-law spouse as defined in the master policy for health coverage.)

**25.07** - One scheduled working day will be granted in the case of death of a brother-in-law or a sister-in-law, subject to the conditions stipulated hereabove.

#### SECTION XXVI

##### STATUTORY HOLIDAYS

**26.01** - Statutory Holiday pay will be given to Mill employees as follows:

1) New Year's Day (16 hours pay)

Shutdown period: 4:00 p.m. December 31 to 8:00 a.m. January 2

2) Labour Day (8 hours pay)

Shutdown period: 8:00 a.m. to 8:00 a.m.

3) Christmas Day (32 hours pay)

Shutdown period: 4:00 p.m. December 24 to 8:00 a.m. December 27

**26.02** - Each of the above days may be changed to a more suitable day when such change is agreeable to the union and Management.

**26.03** - To be eligible for pay for a Statutory Holiday, an employee must have been on the payroll for a period of not less than thirty (30) calendar days immediately prior to the holiday in question, and must not have been absent without justifiable cause on his work day before and his work day after the statutory holiday. An employee who is laid off before the holiday shall not be entitled to holiday pay.

**26.04** - An employee shall be absent with justifiable cause if he is:

a) Away on vacation.

- b) Absent as a result of accident or illness.
- c) If work is not available due to curtailed operations.

26.05 - Absenteeism from work, due to sickness, non-occupational or occupational accident not exceeding a period of twelve (12) months shall not be deductible from the employees' credits for Statutory Holidays.

26.06 - start-up - shutdown - Statutory Holidays

It is the Company's intention to have paper machines start up at 8:00 a.m. after a Statutory Holiday. Therefore, the Company will schedule employees within the jurisdiction of the trades Unions for pre start-up operations.

During total shutdown of the Mill for Statutory Holidays, procedures for shutdown and start-up of the Mill will be carried out during the hours of the shutdown (up to a maximum of two (2) hours for shutdown and two (2) hours for start-up).

26.07 - It is agreed and understood that when work is to be done on any of the statutory holidays, the Union will be notified.

SECTION XXVII

FLOATING HOLIDAYS

27.01 -

- a) During each agreement year, regular employees who, on the 31st of May, are on the payroll and have completed one (1) year of Mill seniority will be granted five (5) floating holidays.
- b) All other employees will be granted one (1) floating holiday after each period of ten (10) weeks of work completed within the agreement year.
- c) It is understood that regular employees who were on lay-off on May 31, will be governed by the rule contained in Clause 27.01 b) upon their recall.

27.02 - A floating holiday may be taken on a Sunday at eight (8) hours straight time pay providing Sunday is a scheduled work day for the employee concerned.

27.03 - In the cases covered by Article 27.01 a) only, absenteeism from work due to sickness, non-occupational or occupational accident not exceeding a period of twelve (12) months shall not be deductible from the employee's credits for Floating Holidays.

27.04 - It is understood that Floating Holidays are in lieu of Public and/or Statutory Holidays.

SECTION XXVIII

VACATIONS

The following provisions will apply to vacations taken in the period June 1 to May 31 of each year.

28.01 - schedule A

Regular employees who, on May 31, have completed one (1) year but less than four (4) years of continuous service with the company will be entitled to vacation with pay based on the number of hours worked in the previous Agreement year in accordance with the following schedule. (Vacation year is June 1st to May 31st.) Pay for these vacations will be in accordance with the Newfoundland Labour Standards Act:

For employees working on a 40-hour 5-day week basis:

<u>Hours Worked</u>	<u>Vacation Period and Pay</u>
a) 1656 or more	10 days 80 hours pay)
b) 1469 to 1655 hours	9 days 72 hours pay)
c) 1282 to 1468 hours	8 days 64 hours pay)
d) 1094 to 1281 hours	7 days 56 hours pay)
e) 907 to 1093 hours	6 days (48 hours pay)
f) 720 to 906 hours	5 days (40 hours pay)
g) 533 to 719 hours	4 days (32 hours pay)

28.02 - schedule B

Regular employees who, on May 31, have completed four (4) years but less than nine (9) years of continuous service with the company will be entitled to vacation with pay based on the number of hours worked in the previous Agreement year in accordance with the following schedule.

For employees working on a 40-hour 5-day week basis:

<u>Hours worked</u>	<u>Vacation period and pay</u>
a) 1656 or more hours	15 days (120 hours pay)
b) 1469 to 1655 hours	13 days (104 hours pay)
c) 1282 to 1468 hours	11 days ( 88 hours pay)
d) 1094 to 1281 hours	10 days ( 80 hours pay)
e) 907 to 1093 hours	9 days ( 72 hours pay)
f) 720 to 906 hours	8 days ( 64 hours pay)
g) 533 to 719 hours	7 days ( 56 hours pay)

28.03 - Schedule c

Regular employees who, on May 31, have completed nine (9) years but less than twenty (20) years of continuous service with the company will be entitled to vacation with pay based on the number of hours worked in the previous Agreement year in accordance with the following schedule.

For employees working on a 40-hour 5-day week basis:

<u>Hours worked</u>	<u>vacation period and pay</u>
a) 1656 or more hours	20 days (160 hours pay)
b) 1469 to 1655 hours	19 days (152 hours pay)
c) 1282 to 1468 hours	18 days (144 hours pay)
d) 1094 to 1281 hours	17 days (136 hours pay)
e) 907 to 1093 hours	16 days (128 hours pay)

- f) 720 to 906 hours            15 days (120 hours pay)
- g) 533 to 719 hours            14 days (112 hours pay)

28.04 - Schedule D

Regular employees who, on May 31, have completed twenty (20) years but less than twenty-five (25) years of continuous service with the Company will be entitled to vacation with pay based on the number of hours worked in the previous Agreement year in accordance with the following schedule.

For employees working on a 40-hour 5-day week basis:

<u>Hours Worked</u>	<u>Vacation Period and Pay</u>
a) 1656 or more hours	25 days (200 hours pay)
b) 1469 to 1655 hours	24 days (192 hours pay)
c) 1282 to 1468 hours	23 days (184 hours pay)
d) 1094 to 1281 hours	22 days (176 hours pay)
e) 907 to 1093 hours	21 days (168 hours pay)
f) 720 to 906 hours	20 days (160 hours pay)
g) 533 to 719 hours	18 days (152 hours pay)

28.05 - Schedule E

Regular employees who, on May 31, have completed twenty-five (25) years or more of continuous service with the company will be entitled to vacation with pay based on the number of hours worked in the previous agreement year in accordance with the following schedule.

For employees working on a 40-hour 5-day week basis:

<u>Hours worked</u>	<u>Vacation Period and Pay</u>
a) 1656 or more hours	30 days (240 hours pay)
b) 1469 to 1655 hours	29 days (232 hours pay)
c) 1282 to 1468 hours	28 days (224 hours pay)

- d) 1094 to 1281 hours            27 days (216 hours pay)
- e) 907 to 1093 hours            26 days (208 hours pay)
- f) 720 to 906 hours            25 days (200 hours pay)
- g) 533 to 719 hours            23 days (184 hours pay)

**28.06** - Vacation shall be so arranged by Department Superintendents that there will be no loss of production or interruption in or reduction of the efficiency of operations. The Superintendent will comply with the wishes of the employee insofar as operating conditions will permit.

Time loss through sickness, non-occupational or occupational accident not exceeding a period of twelve (12) months shall not be deductible from vacation credits.

**28.07** - An approved vacation schedule will be prepared and posted by May 1 of each vacation year. The schedule will be subject to change only in case of emergency and any such change shall be made only with the approval of the employee's Superintendent.

**28.08** - Vacation periods are not to be divided into shorter periods than one (1) week, seven (7) days. Vacation shall be commenced on Sunday of each week, unless other arrangements can be agreed between the employee and his Superintendent, so that adjustments in the scheduling of crews can be kept to a minimum.

**28.09** - It will be compulsory on the part of regular employees to take vacation time off each year. Vacation not taken within the vacation year will be forfeited.

**28.10** - A normal week's vacation shall consist of seven (7) calendar days.

**28.11** - Vacation pay will be calculated on the rate applicable to the job on which the employee is regularly employed on January 1 of each year.

However, for employees who work on excess rates, the rate for vacation pay will be determined as follows:

**In the qualifying year, the average of the highest rates worked during 480 hours or more** Will be determined on June 1 of the vacation year. **Any** general increase applicable on June 1 will be applied to the average rate.

**28.12 -** Regular employees who before taking vacations resign from the company or are dismissed for cause will be given the pay equivalent to the vacation credits which they have accumulated.

**28.13 -** Regular employees who enlist, and are accepted for service in any of the Armed Forces of Canada, will be paid vacation credits earned up to date of termination.

**28.14 -** Continuity of years of service for vacation purposes shall not be broken for employees who, after being laid off, return to work before the expiration of recall rights.

**28.15 -** Any regular employee who reverts to a casual position will be granted annual vacation under schedules A, B, C, D, or E.

**28.16 -** An employee may, at his option, take regular vacation (due him in the Agreement year in which he retires) prior to his normal retirement date or upon retirement.

Vacation credits will be paid in a lump sum payment if taken after the employee's normal retirement date. The above does not in any way affect supplementary vacations, which must be taken prior to the normal retirement date of each employee.

**28.17 -** No employee will be recalled back to work during his vacation period.

**28.18 -** Tour workers who are governed by a forty-two (42) hour work week schedule will be granted vacation pay on the basis of forty-two (42) hours for each week of vacation entitlement.

**28.19 -** The prime vacation period will be of fourteen (14) weeks starting with the second Sunday of June of each year.

**28.20 - Preference for Time Off**

Except where a crew has developed an arrangement to allot vacation periods, the employee with the greatest classification seniority will have first choice of vacation periods.

- a) where a senior employee decides to displace a more junior employee's vacation period outside prime time he may only do so two (2) weeks or more in advance of the junior employee's scheduled period.

**28.21 -** Vacation allowances will be determined as of May 31 of each year. However, if an employee completes a period of four (4), nine (9), twenty (20) or twenty-five (25) years of continuous service after May 31, he will become entitled to the additional vacation period and pay established in schedules B, C, D, or E respectively, as of the date on which he completed such a period of continuous service.

**28.22 -** If an employee cancels his vacation, another employee on the same vacation schedule in the same or lower classification, may alter or extend his vacation provided the request is approved by the Department superintendent. This will be done on a first come first served basis.

**28.23 -**

- a) Employees will receive four (4) hours' additional pay for each full week of vacation which begins between January 1 and April 30.
- b) In addition to the above when applicable, employees will receive eight (8) hours additional pay for each full week of vacation.

SECTION XXXIX

SUPPLEMENTARY VACATIONS

29.01 - In addition to normal vacation allowance, employees who have completed twenty-five (25) years of continuous service will be entitled to supplementary vacation as follows:



At age 60 and before age 61 - 1 additional week of vacation.

At age 61 and before age 62 - 2 additional weeks of vacation.

At age 62 and before age 63 - 3 additional weeks of vacation.

At age 63 and before age 64 - 4 additional weeks of vacation.

At age 64 and before age 65 - 5 additional weeks of vacation.

29.02 - This supplementary vacation is given as recognition for long service and as an aid in preparing the employee for his eventual retirement. All supplementary vacations must be scheduled and taken in the year in which they become due. No accumulation of supplementary vacation allowances will be permitted. In view of these improved and extended vacation allowances, it is essential that all employees apply, and arrange for their vacations at least three (3) months in advance of the vacation period requested. It should be realized that choice as to the time a vacation can be taken is, in all cases, limited, since Vacations must be arranged to provide for the most efficient operation of the Mill.

29.03 - Every effort will be made to allow these employees the time off for which they express a preference. Where conflicts in dates occur within a department, preference will be given to the more senior employee. To provide that as many employees as possible may enjoy vacation time during the months of June, July, August, and September, requests for vacations of more than two (2) weeks duration must first be approved by the Department Superintendent.

#### SECTION XXX

##### JURY PAY

30.01 - Any employee who presents evidence of his being called to serve as a juror or as a witness in a criminal or quasi-criminal case shall be reimbursed for eight (8) hours per day at the rate of pay he would have otherwise received.

If an employee is called for duty as in above and is scheduled to work the midnight shift immediately prior to court convening, he shall have the shift off with **pay**.

SECTION XXXI

Pension Plan

31.01 • The Pension Plan as negotiated between the parties forms **part** of the Labour Agreement and the Pension Plan text will be amended in accordance with the changes described in Appendix "D".

**31.02** - The Company will meet with the Pension Plan Committee of the Joint Mill unions as often as necessary to discuss any problems which may **arise** in the administration and interpretation of the Pension Plan provisions.

SECTION XXXII

WELFARE PLANS

32.01 - The Group Insurance Plans in effect under the previous collective Agreement shall remain in force except for the modifications agreed upon during the negotiations for the renewal of the collective Agreement ending May 31, 1993. The Company shall revise accordingly the Group Insurance Plans made up of the following:

- 1) Life Insurance Plan
- 2) Accidental Death and Dismemberment Plan
- 3) Weekly Indemnity Plan
- 4) Long-term Disability Plan
- 5) Dental Plan
- 6) Health Insurance Plan
- 7) vision care

These revised Group Insurance Plans will be maintained in force for the balance of the term of the present Collective Agreement.

In all cases, the provisions of the Revised Group Insurance Plans are set out in the Master Policies. The interpretation, application and administration of the Revised Group Insurance Plans shall be governed exclusively by the provisions of such Master Policies.

A summary of the Revised Group Insurance Plans appears in Appendix "C".

#### 32.02 • Insurance Benefits During a Legal strike

In the event of a legal strike, insurance benefits excluding Weekly Indemnity and Long Term Disability benefits will be maintained in as much as the employees or the union will pay the total premium upon their return to work.

Weekly Indemnity and Long Term Disability benefits in force at the beginning of the strike will continue to be paid if medical evidence is produced to support the claims when required.

With the implementation of that undertaking, both parties will meet at the earliest possible moment to discuss the means through which the total protection of the Mill property and its equipment is assured and that the essential services be maintained.

### SECTION XXXIII

#### WORKERS' COMPENSATION

33.01 • In cases of delays exceeding two (2) weeks in obtaining workers' Compensation payments, the Company will, upon request, arrange to advance an amount not exceeding the Workers' Compensation payments due.

### SECTION XXXIV

#### MECHANIZATION AND AUTOMATION

procedure to be used when reducing the work force.

34.01 • The Company recognizes its responsibility to individual employees when it becomes necessary to reduce any part of the work force. The Company must, however, continue its efforts to obtain optimum productivity.

34.02 - Employees who have exercised their rights of bumping in accordance with Clause 7.07, by reason of automation or mechanization, shall suffer no reduction in hourly rate of pay for a period not exceeding twelve (12) months. When a vacancy occurs in the employee's former classification, the employee shall have reassignment rights in accordance with the seniority provisions of the Agreement.

34.03 - The company undertakes to advise the Union as soon as possible and in any case not less than sixty (60) days before the introduction thereof, of mechanization or automation which the Company has decided to introduce and which result in lay-offs or other significant changes in the employment status of employees.

#### SECTION XXXV

#### SAFETY, HEAT AND NOISE

35.01 - The company has noted the Union's concern with respect to safety. The existing Occupational Health and Safety Committee will continue to be involved in identifying and recommending corrective action with regard to unsafe conditions. The Company will continue to commit itself to a safety Training Program for employees and supervisors either through outside consultant services or with its Mill Safety Group.

#### 35.02 - Noise

Hearing protective devices will be made available to all employees and must be worn in all areas where the noise level is in excess of 85 decibels, unless for medical reasons, a qualified doctor recommends against such practice in certain cases. The Company will maintain its past practice of providing hearing tests.

35.03 - The Joint Committee will review from time to time existing conditions of various Mill areas, and following that, will submit and discuss with Management, practical and reasonable ways of improving conditions where necessary.

35.04 - safety Footwear

The company will pay fifty-five dollars (\$55.00) per contract year towards the purchase of one (1) pair of safety footwear to all employees who have completed their probationary period. Safety footwear must be purchased through the system put in place by the Company.

Effective June 1, 1994, the amount will be increased to sixty dollars (\$60.00) per contract year toward the purchase of one (1) pair of safety footwear.

Effective June 1, 1996, the amount will be increased to sixty-five (\$65.00) per contract year toward the purchase of one (1) pair of safety footwear.

APPENDIX "A"

Bargaining Unit of the International Brotherhood of Electrical Workers, Local 404, Corner Brook, Newfoundland as certified by an order of the Newfoundland Labour Relations Board on August 6, 1958, and as amended on July 18, 1969, and further amended on May 21, 1975. This was subsequently changed to communications, Energy and Paperworkers Union of Canada, Local 96, and registered with the Newfoundland Labour Relations Board on August 10, 1993.

charge Hands  
First Class Electricians  
second Class Electricians  
Electrician Apprentices  
Electronic Technician  
sub-Station Operators  
Assistants to the sub-station Operators  
shift Maintenance Electricians  
Armature winders  
P.M. Electrical Drive operators  
Grinder Room Operators  
Motor Tenders  
Helpers  
Battery Maintenance Man  
Instrument Mechanics  
Instrument Mechanic Apprentice

It is agreed between the Company and the union that nothing in this Agreement will be interpreted as interfering with the responsibility of the parties to fulfil their obligations under the terms of the Plan of Apprenticeship Training approved 30th March, 1965, in accordance with the Newfoundland Apprenticeship Act, R.S.N. 1970.

APPENDIX "B"

SCHEDULE OF WAGE RATES

The Company will provide for general wage increases as follows:

- 1) Effective June 1, 1994: 1.0%
- 2) Effective June 1, 1995: 1.5%
- 3) Effective June 1, 1996: To be negotiated
- 4) Effective June 1, 1997: To be negotiated

SCHEDULE OF WAGE RATES

<u>Department</u>	<u>Effective</u> <u>01/06/93</u>	<u>Effective</u> <u>01/06/94</u>	<u>Effective</u> <u>01/06/95</u>
<u>ELECTRICAL</u>			
P.M. Electric Drive Operator	23.83	24.07	24.43
Armature winder	23.10	23.33	23.68
First Class Electrician	22.88	23.11	23.46
Electrical Tool Room Attendant	22.88	23.11	23.46
Second Class Electrician	20.08	20.28	20.59
Electrical Truck Maintenance Man	20.08	20.28	20.59
Motor Tender	20.08	20.28	20.59
Experienced Helper	18.84	19.03	19.31
Helper	18.45	18.63	18.91
<u>INSTRUMENT SHOP</u>			
First Class Instrument Mechanic	22.88	23.11	23.46
Second Class Instrument Mechanic	20.08	20.28	20.59
<u>APPRENTICE RATES</u>			
First Six Months - Mill Base Rate	18.05	18.23	18.50
second Twelve Months - 85% second Class Rate	18.05	18.23	18.50
Third Twelve Months - 90% second Class Rate	18.07	18.25	18.52
Fourth Twelve Months - 95% Second Class Rate	19.08	19.27	19.56



APPENDIX "C"

SUMMARY OF REVISED GROUP INSURANCE PLANS

The company agrees to modify its group insurance program and will make the following amendments to its insurance policies. All other provisions of the master policies will remain unchanged.

subject to the provisions of the master policies, the following modifications will come into effect on the dates mentioned below and will cover only those regular employees who are members of the bargaining unit and actively at work on the effective date of these changes, as well as new regular employees who will join the bargaining unit thereafter.

ELIGIBILITY

Any regular employee becomes eligible to all insurance benefits except the dental plan on the first (1st) day of the month following completion of three (3) months of continuous service.

Any regular employee becomes eligible for coverage under the dental plan on the first (1st) day of the month following completion of one (1) year of continuous service.

If an employee is not at work at the time he becomes eligible to insurance benefits, coverage will take effect on the day of return to active work.

Membership to the plan is mandatory and applies to each type of guarantee coverage.

BENEFITS - SUMMARY

1) LIFE INSURANCE

a) **Basic** Life Insurance

Amount of Insurance: \$25,000.

The total premium shall be paid by the Company.

b) optional Life Insurance

Additional Life Insurance shall be available, in multiples of **\$10,000** from a minimum of \$10,000 to a maximum of **\$100,000**.

The optional Life Insurance coverage shall cease on the first day of the month following or coincident with the employee's sixty-fifth (65th) birthday or upon retirement if earlier.

optional Life Insurance coverage can only be modified at the time of a change in civil status or by submitting the required proof of insurability to the Insurer at the time of reopening of policies at each even-numbered year. The reopening period shall be limited to thirty (30) days and modifications shall take effect on January 1st of the following year.

The monthly premium is entirely paid by the employees and will be of **\$0.22/\$1,000** of Optional Life Insurance until December 31, 1993.

Effective January 1, 1994, the monthly premium is entirely paid by the employees and will be of \$0.33/\$1,000 of Optional Life Insurance until the policy renewal of 1996, at which date premiums will be subject to modification if necessary.

Note:-

There will be a one time open window between the ratification date and December 31, 1993, for the employees who want to withdraw from the optional Life Coverage.

The coverage will stop on December 31, 1993, as long as notice is received by the Benefits Department before December 31, 1993.

2) ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE -  
LOSS OF USE

The full amount is equal to the basic and optional Life Insurance.

a) Accidental Death and Dismemberment:

The percentage of the full amount payable varies depending on the extent of the loss, as shown in the following table:

Loss of Life . . . . .	100%
Loss of Both Hands or Both Feet . . . . .	100%
Loss of Both Eyes . . . . .	100%
Loss of One Hand and One Foot . . . . .	100%
Loss of one Hand and One Eye . . . . .	100%
Loss of One Foot and One Eye . . . . .	100%
Loss of one Hand or One Foot . . . . .	50%
Loss of One Eye . . . . .	50%
Loss of One Thumb and any Finger of the Same Hand . .	25%

b) Loss of Use:

"Loss of Use" shall mean the total or irrevocable loss of use of any of the following: leg, foot, arm or hand, during a continuous period of twelve (12) months after which the indemnity becomes payable if the loss of use is considered as permanent. The maximum payable for any one accident will not exceed the amount of the A.D. & D. benefit.

The percentage for loss of use of a member varies according to the following table:

<b>Loss</b> of use of Both Legs . . . . .	100%
Loss of use of Both <b>Arms</b> or Both Hands . . . . .	100%
<b>Loss</b> of use of one Leg . . . . .	<b>50%</b>
<b>Loss</b> of use of One Arm . . . . .	<b>50%</b>
Loss of use of one Hand . . . . .	<b>25%</b>
Loss of use of One Foot . . . . .	<b>25%</b>

Total premium shall be paid by the Company.

3) LIFE INSURANCE FOR DEPENDENTS

The amount of Life Insurance payable to the insured at the death of one of his dependents shall be as follows:

spouse:	\$5,000
children aged more than 14 days but less than 19 years, or 25 years in the case of full- time students:	<b>\$2,500</b>

The total premium shall be paid by the Company.

4) ACCIDENTAL DEATH INSURANCE FOR DEPENDENTS

Amount of Insurance:

spouse:	<b>\$5,000</b>
children aged more than 14 days but less than 19 years, or 25 years in the case of full-time students:	<b>\$2,500</b>

The total premium shall be paid by the Company.

5) a) HOSPITALIZATION

No deductible.

100% for unlimited accommodation in semi-private room.

b) MAJOR MEDICAL

Deductible: \$25 per calendar year under both individual and family coverage.

Prescriptions: 100% of all drugs prescribed by a physician or dental surgeon.

Other Eligible Expenses: 80% of other eligible expenses according to the provisions of the master policy such as:

- i) Room and board in a licensed nursing home (for convalescent or chronic care) up to a maximum expense of \$20 per day for a maximum of 120 days per period of disability.
- ii) Transportation by a licensed ground ambulance to and from a local hospital.
- iii) Services of the following licensed practitioners up to a maximum expense of \$15 per visit and twenty-five (25) visits per calendar year: Psychiatrist, Psychologist, Acupuncturist, osteopath, Podiatrist.
- iv) services of a licensed chiropractor up to a maximum expense of \$20 per visit and twenty (20) visits per calendar year. In addition, when medically required by a chiropractor, radiographs will be considered up to a maximum expense of \$20 per radiograph and up to four (4) per calendar year.
- v) Purchase of trusses, braces, crutches and artificial limbs or eyes, etc.

No payments will be made under this plan for expenses incurred for routine eye examinations, eye glasses, contact lenses or hearing aids.

Maximum amount payable: \$25,000 per period of four (4) consecutive calendar years for each person insured.

"Dependents" is defined as:

- i) Married spouse or a person who, although not legally married to an employee, cohabits with the employee in a husband and wife relationship which has been recognized as such in the community in which they reside for at least one (1) year provided neither party is legally married. Where one of the parties is prohibited from marrying by reason of a previous marriage, such cohabitation must have existed for at least three (3) years.
- ii) children aged less than nineteen (19) years, or less than ~~twenty-five~~ (25) years in the case of full-time students.

The total premium for Hospitalization and Major Medical shall be paid by the employee and effective September, 1993, the cost is as follows:

single coverage	\$23.31/month
Family Coverage	\$60.70/month

The cost will remain in effect until the next policy renewal, at which date premiums will be subject to modification, if necessary.

However, should the experience of the Hospitalization and Major Medical Plans cause an increase in premiums beyond the level of the current premiums mentioned above and this, during the term of the Labour Agreement, the Company will make a special payment not to exceed \$30,000 towards the deficit. This amount will be applied against the Group Insurance Policy - Section Hospitalization and Major Medical for all Mill unionized employees.

This special contribution will be repeated for the term of the next Labour Agreement (namely the June 1, 1996, to May 31, 1998, Agreement).

6) WEEKLY INDEMNITY

a) Effective January 1, 1994, seventy percent (70%) of the employees' regular earnings based on the average regular straight time hourly rate during the twelve (12) weeks preceding the onset of his disability multiplied by eight (8) hours per day for any disability that commences on or after the above specified date for each scheduled workday lost due to total disability (sickness and/or accident) that prevents an employee from performing his own occupation, up to a maximum of five (5) days per week, fifty-two (52) weeks for employees whose work schedule consists of forty (40) hours per week and a maximum of six (6) days per week, fifty-two (52) weeks for shift employees on the "Continuous Operation shift workers Schedule" (42 hours per week average).

b) Weekly Indemnities shall be paid as follows :

i) From the first (1st) scheduled workday lost due to an accident or illness requiring hospitalization.

The same conditions apply when an employee is admitted to the hospital as an outpatient for surgery.

In such a case, the Company will provide the employee with a certificate to be completed and signed by the surgeon that completed the surgery and such certificate should be returned to the company to be submitted to the insurer.

ii) From the fourth (4th) scheduled workday lost due to illness.

- iii) If a regular day or shift employee is absent from work due to sickness for more than thirty (30) continuous calendar days, the weekly indemnity benefit will be payable from his first scheduled work day lost. In such a case, the normal waiting period will be waived.
- iv) If a regular day or shift employee becomes disabled while on vacation, the waiting period shall be absorbed completely or partially by the number of days he is disabled prior to his scheduled date of return to work if the usual medical certificate is available.
- v) If a regular employee receiving weekly indemnity payments is laid off, benefits will continue to be paid for a maximum of fifteen (15) continuous weeks from the first (1st) day of layoff if his disability persists for such period.
- c) The Company may consider, upon request from an employee, to grant a salary advance of no more than three (3) weeks of weekly Indemnity, provided his request is justified by a medical certificate.
- d) Medical Certificates:

The Company shall reimburse fees for original or supplementary medical certificates required by the insurance company under the weekly indemnity and long-term disability plans and this, up to a maximum of thirty dollars (\$30).

The Company **shall** also reimburse the cost of any supplementary medical report and/or information required by the insurance company and filled to their satisfaction for the evaluation of a claim and this, up to a maximum of forty dollars (**\$40**) each.



e) special weekly Indemnity Plan (Temporary Employees)

Effective November 1st, 1988, the Company will implement a special weekly indemnity plan for all temporary employees who, on the implementation date, have ninety (90) continuous days of employment.

The new weekly plan will be as follows:

70% of the employee's regular straight time hourly rate multiplied by eight (8) hours per day, for each scheduled workday lost, due to total disability (sickness and/or accident) that prevents the employee from performing his job, up to a maximum of five (5) days per week. This benefit will be paid as follows:

- i) From the first (1st) scheduled workday lost due to an accident or illness requiring hospitalization;
- ii) From the seventh (7th) scheduled workday lost due to illness.

These benefits will be payable for a period equal to the number of days worked for the period of twelve (12) months preceding his disability, with a minimum of fifteen (15) weeks and a maximum of twenty-six (26) weeks.

The employee's regular "straight time hourly rate" means his job rate in effect on January 1st immediately preceding his disability.

All provisions of the master policy applicable to regular employees will apply with respect to this "special Weekly Indemnity Plan - (Temporary Employees)",

Experience will be a prime factor in determining if the special weekly indemnity plan will be maintained beyond expiry date of this Agreement.

should the experience of the new plan be unacceptable during the life of the Agreement, the Union will be notified so that appropriate measures can be taken by both parties. If the parties were unable to correct the situation, the company may decide to terminate the new plan at expiry date of the Agreement (i.e. May 31, 1996).

The total premium shall be paid by the Company.

7) LONG-TERM DISABILITY

Long-Term Disability benefits will commence following a period of continuous disability for which the employee has received fifty-two (52) weeks of weekly Indemnity Benefits, provided the employee is still disabled due to illness or accident.

- a) For the first period of twelve (12) months of long-term disability, the employee will qualify if he is unable to perform the duties of his regular occupation.
- b) After a period of twelve (12) months of long term disability, the employee will qualify for more long term disability benefits if he is unable to perform any and all duties of any occupation in the Mill for which he is reasonably trained, educated and experienced.

Amount of Benefits

Effective the first day of the month following ratification and every June 1st of each year thereafter, during the term of this Agreement, the following modifications will be made to the Long Term Disability Plan:

- a) 55% of the employee's regular earnings as determined in Section 6 of Appendix "C", and Section X of Appendix "E", for Weekly Indemnity multiplied by 2080 hours (2184 hours for four workers governed by the 42 hour week schedule) and divided by 12.

Benefits shall be payable until the earlier of the following occurrences:

- i) the employee is no longer totally disabled or derives a salary or profit from his work;
  - ii) he received benefits for a period equivalent to his years of service;
  - iii) the date on which he becomes entitled to receive early retirement benefits without actuarial reduction (58 at the present time);
  - iv) the employee is not under continuing medical care or treatment recommended by his doctor for his rehabilitation;
  - v) the insurer requests, but does not receive, further proof of total disability;
  - vi) the employee fails to take a physical examination and/or mental evaluation that the Insurer has requested;
  - vii) the date of the employee's dismissal with just cause;
  - viii) the date on which he dies.
- b) Furthermore, rates for all long term disability claims submitted after the first day of the month following ratification will be recalculated each year, as in a) above, to incorporate the general wage increase granted during the term of the Labour Agreement, but not to exceed the maximum of \$2,000 per month.

Effective June 1, 1994, the maximum benefit under the L.T.D. plan will increase to \$2,100 per month for any eligible employee actively at work on that date. Effective June 1, 1996, the maximum benefit will increase to \$2,200 per month for any eligible employee who is actively at work on that date.

The above Weekly Indemnities or Long-Term Disability Benefits shall be reduced by any benefits or replacement income that is payable, or would have been payable had a satisfactory request been submitted to the government, under the CPP/QPP (primary benefits only), and under any Workers' Compensation Act.

c) Accrual of Pension Benefits

While entitled to benefits under the Long Term Disability Program, the contributory member shall continue to accrue pension benefits without paying any contributions to the plan, based on his regular job rate effective on the date of commencement of his disability. Although pension benefits shall continue to accrue, death or termination benefits shall not be accumulated during such period, except for interest on the contributions paid by the member prior to the commencement of his disability.

The total premium shall be paid by the Company.

8) DENTAL PLAN

a) Effective January 1, 1994, and on the first day of January of each subsequent year of the Labour Agreement, eligible expenses under the existing dental plan, deemed necessary and incurred while the worker is insured, shall be reimbursed in accordance with the Newfoundland Dental Fee Guide approved by the Association of Dental surgeons of Newfoundland in effect as of December 31 of the preceding year.

b) orthodontic treatments shall be reimbursed up to \$1,000 during a lifetime.

From January 1, 1991, the Company's maximum contribution shall be of \$10/month for single coverage and \$20/month for family coverage.

From January 1, 1994, the Company's maximum contribution shall be \$12.00/month for single coverage and \$24.00/month for family coverage.

9) VISION CARE

- a) The following Vision Care expenses incurred by the employee or his insured dependents will be reimbursed provided they are prescribed by a doctor or an optometrist: frames, lenses and the fitting of prescription glasses, including contact lenses, up to a total payment of \$75 per insured person in any two (2) consecutive years from the date of last purchase.

Effective January 1, 1994, coverage will increase from \$75.00 to \$85.00.

Effective June 1, 1996, coverage will increase from \$85.00 to \$100.00.

- b) In addition to the above, fees up to a maximum of \$30 for a visit to an optometrist will be reimbursed for the employee or his insured dependents up to a maximum of one (1) visit per insured person in any two (2) consecutive years from the date of the last visit.

These benefits will not apply to temporary employees, nor to any employees absent from work due to illness or accident for a period in excess of twelve (12) months.

The monthly premium will be entirely paid by the company.

10) GENERAL CONDITIONS

- a) In view of the above improvements, the five-twelfth (5/12) U.I.C reduction of premium shall be retained by the company.
- b) Insurance premiums payable by an employee shall be waived if he is absent due to an illness or accident for one (1) complete calendar month.

The commencement of his disability confirmed by medical certificate shall determine the employee's eligibility to the waiver of premiums. However, if he is

disabled during his vacation, the date of commencement of his disability shall be postponed to the date on which he is scheduled to return to work, provided he is still disabled after his vacation.

c) Insurance Coverage During Lay-offs

Employees on lay-off will be entitled to retain their Life Insurance, Hospitalization, Major Medical and Dental coverage for a maximum period of six (6) months by paying the entire premium.

d) Insurance Coverage During Early or Normal Retirement

i) Life Insurance

The Basic Life Insurance will be reduced to \$10,000 from the first (1st) day of the month following the member's 65th anniversary or on the date of retirement, if earlier, and the cost shall be paid by the company.

ii) Hospitalization and Major Medical

**Any** employee who elects to retire early after June 2, 1988, shall be eligible to maintain coverage under the medical plan provided he agrees to pay the premiums for this benefit. The premium costs will be identical to the premium costs paid by active employees.

The benefits under this coverage will be paid at 80% and the annual deductible will be \$50. per calendar year.

Each retired member who elects, at retirement date, to maintain this coverage, has to provide the company with monthly postdated cheques to cover the annual premiums for the current year and each year thereafter.

This benefit will cease at age 65 or death, whichever occurs first.

All other provisions of the Master Policy governing active employees will apply.

- iii) All other fringe benefits are cancelled on retirement date.

APPENDIX "D"

PENSION PLAN

The company agrees to amend the Pension Plan for unionized Employees of Corner Brook Pulp and Paper Limited, subject to the approval of Revenue Canada and the Department of Finance of Newfoundland (superintendent of Pension).

unless otherwise specified, the following amendments will become effective on the first day of the month following the date of ratification of the labour agreement and will cover only unionized employees who were actively at work on the effective date, as well as all new employees who will join the bargaining units thereafter.

MORATORIUM

The pension plan and its amendments, as agreed upon during the 1993 negotiations, will not be subject to any change for the duration of the labour agreement coming into effect on June 1st, 1993, nor during the life of the next following labour agreement (namely June 1, 1996, to May 31, 1998).

1) TEMPORARY BENEFIT FORMULA

Any member who retires on or after June 2, 1993 and before the expiry of the labour agreement next following the 1993 labour agreement, according to the provisions of the Plan governing normal or early retirement, will receive a monthly benefit equal to the greater of:

- i) the monthly benefit accumulated at the time of retirement according to the provisions of the Pension plan, or
- ii) 1.65% of the member's average monthly earnings during the sixty (60) consecutive months preceding his retirement or, if higher, 1.85% of his average monthly earnings during any five (5) calendar years preceding his retirement for which his earnings were the highest,



multiplied by

the number of years of Contributory Credited service prior to retirement,

less

1/35th of the maximum monthly retirement benefit payable from the Canada Pension Plan to a person retiring at age sixty-five (65) in the year of retirement of the member,

multiplied by

the number of years of Contributory Credited service between January 1, 1966 and his date of retirement, subject to a maximum of fourteen (14) years.

Notwithstanding the above provisions, if a member who, since January 1, 1985 or after, is entitled to receive benefits under the Long-Term Disability Plan maintained by the Company, or would be entitled to such LTD benefits if he had not been entitled to benefits under the Workers' Compensation Act or any other governmental plan and elects to retire, the integration of the Canada Pension Plan pension benefit will be made by applying:

- a) the maximum monthly retirement benefit payable to a person retiring at age sixty-five (65) during the year in which the member became disabled, and
- b) the number of years of Contributory Credited service after January 1, 1966, and his date of retirement, subject to a maximum of fourteen (14) years.

The earnings used to determine the average monthly earnings stipulated above shall exclude overtime, taxable benefits, special payments or benefits and reimbursements for expenses. In the event that the member's earnings in any of the five twelve-month periods immediately preceding his retirement do not reflect a normal annual schedule of hours for that period due to accident or sickness, the member's earnings for that period will be adjusted to reflect his normal annual schedule of hours, provided the member has been actively at work for at least three months during that twelve-month period.

For calculation purposes, "Contributory Credited Service", as used in the Temporary Benefit Formula above and in the Bridging Supplement below, shall correspond to the periods of employment during which the member has made required contributions to the plan excluding any such years for which he has received a refund of his contributions provided however that such years for which the member has paid back his required contributions to the Pension Fund as provided under the Plan, will be included in Contributory credited Service. contributory Credited Service is expressed in years and fraction of year where applicable.

Except as provided in paragraph 2), if a member elects early retirement, the benefit payable will be subject to the reduction and other conditions stipulated in the rules of the pension plan in effect on May 31, 1993, if applicable.

**2) EARLY RETIREMENT**

- a) Any active member who elects to retire early, has attained age fifty-eight (58) and has completed at least twenty (20) years of continuous service at the time of

retirement, will be entitled to **benefits calculated as if he were** retiring on his normal retirement date.

b) In accordance with the modifications made to the early retirement provisions, benefits payable under the LTD plan for those employees who became disabled after June 2, 1988, shall cease when the member becomes entitled to unreduced retirement **benefits** under the **pension** plan.

c) i) Effective January 1, 1994, a member who **elects to retire** early, is under fifty-eight **(58)** years of age and has completed at least twenty (20) years of continuous service, will receive a portion of the pension to which he would have been entitled to had he retired on his normal retirement date. The factors depend upon the **member's** age on his retirement date and are set out in the following table:

57 years of age	94%
<b>56</b>	<b>86%</b>
<b>55</b>	<b>78%</b>

ii) Effective January 1, 1995, a member who **elects to retire** early, **is** under fifty-eight **(58)** years of age and has completed at least twenty **(20)** years of continuous service, will receive a portion of the pension to which he would have been entitled to had he retired on his normal retirement date. The factors depend upon the **member's** age, on his retirement date and are set out in the following table:

57 years of age	94%
56	88%
55	80%

- iii) Effective January 1, 1996, a member who elects to retire early, is under fifty-eight (58) years of age and has completed at least twenty (20) years of continuous service, will receive a portion of the pension to which he would have been entitled to had he retired on his normal retirement date. The factors depend upon the member's age, on his retirement date and are set out in the following table:

57 years of age	94%
56	88%
55	82%

3) **BRIDGING SUPPLEMENT**

- a) Any active member who elects to retire early after June 2, 1993, has attained age fifty-eight (58) and completed at least twenty (20) years of continuous service, shall be entitled to a bridging supplement in addition to his pension benefit. This bridging supplement is equal to:

- i) Twenty-eight dollars (\$28) per month multiplied by the number of his full years of contributory credited service up to a maximum of thirty (30) years, with the twenty-eight dollars (\$28) reducing to fifteen dollars (\$15) per month from the first of the month immediately following his sixtieth (60th) birthday.

- ii) A member retiring after June 1, **1996** and before the expiry of the agreement next following the **1993** agreement: thirty dollars (**\$30**) per month multiplied by the number of his full years of contributory Credited Service, (instead of twenty-eight dollars [**\$28**]), under the same conditions as sub-paragraph i) above.
  
- b)
  - i) Any active member who elects to retire early after January 1, **1994**, has attained age fifty-seven (**57**) and completed twenty (**20**) years of continuous service shall be entitled to a bridging supplement, as described in a) above, in addition to his pension benefit. The bridging supplement, described in a) above, will be reduced by two-thirds (**2/3**) of one percent (**1%**) (**8%** per annum) for each month that early retirement precedes attainment of age fifty-eight (**58**).
  
  - ii) Any active member who elects to retire early after January 1, **1995**, has attained age fifty-six (**56**) and completed twenty (**20**) years of continuous service shall be entitled to a bridging supplement, as described in a) above, in addition to his pension benefit. The bridging Supplement, described in a) above, will be reduced by two-thirds (**2/3**) of one percent (**1%**) (**8%** per annum) for each month that early retirement precedes attainment of age fifty-eight (**58**).

iii) **Any** active member who elects to retire early after January 1, **1996**, has attained age fifty-five (55) and completed twenty (20) years of continuous service shall be entitled to a bridging supplement, as described in a) above, in addition to his pension benefit. The bridging supplement, described in a) above, will be reduced by two-thirds (2/3) of one percent (1%) (8% per annum) for each month that early retirement precedes attainment of age fifty-eight (58).

c) The bridging supplement will commence on the early retirement date and will cease with the payment made on the first day of the month during which the member reaches age sixty-five (**65**) or dies, whichever is earlier.

#### 4. MEMBER'S REQUIRED CONTRIBUTIONS

Effective January 1, **1995**, each member, during his membership in the plan, but not beyond his normal retirement date shall contribute an amount equal to:

- i) 3.5% of that portion of his earnings up to the Yearly Maximum Pensionable Earnings (YMPE) as defined under the Canadian Pension Plan for the year, plus
- ii) 5.0% of that portion of his earnings in excess of the YMPE for the year.

For purposes of calculating members' required contributions to the Plan, earnings shall exclude overtime, taxable benefits, special payments or benefits and reimbursements for expenses.

**Note: For purposes of calculating cumulative annual earnings, the maximum hours used will be 2080 hours for day workers and 2184 hours for shift workers.**

5. POST-RETIREMENT BENEFITS

The Pension Plan will be amended to provide annual post-retirement adjustments to members who retire after June 2, 1993, equal to fifty percent (50%) of the increase in the Consumer Price Index (CPI), up to a maximum adjustment of five percent (5%).

No further adjustments will be made following the expiry of the labour agreement next following the 1993 agreement.

The following definitions will be added:

Consumer Price Index - means the Canada all-items Consumer Price Index (1981 = 100) as published by statistics Canada.

Post Retirement Adjustments - means, in respect of any calendar year, fifty percent (50%) of the percentage increase in the Consumer Price Index during the twelve (12) month period ending in October of the preceding year, subject to a maximum adjustment of five percent (5%). The Post-Retirement Adjustment shall be rounded to the nearest one-tenth of one percent (1/10 of 1%).

The annual amount of basic pension paid to a participant who retired on or after June 2, 1993, will be increased on January 1, 1994, and annually thereafter, until the expiry of the labour agreement next following the 1993 collective agreement. This annual increase shall be equal to the Post Retirement Adjustment multiplied by the amount of basic pension being paid. The first adjustment for a newly retired participant will be multiplied by the ratio represented by the number of months elapsed between his retirement date and the effective date of the first adjustment divided by twelve (12).

The adjustment for a participant who elects to receive his pension under the level income option will be equal to the Post-Retirement Adjustment multiplied by the amount of basic pension he would have received if he had opted for the normal pension form.

All other provisions of the Pension Plan remain unchanged.



APPENDIX "E"

SUBJECT: "Compressed" Work Week: 12-Hour Shift  
schedule

The purpose of this agreement (supplementary to the labour agreement between the parties) is to establish the special working conditions applicable to tour employees working on such a schedule.

Hence, the parties hereto have agreed upon the following terms and conditions including modifications to the existing collective labour agreement with regard to the twelve (12) hour shift schedule.

I TERMS AND CONDITIONS WHICH APPLY TO THE TWELVE  
(12) HOUR SHIFT SCHEDULE

Item 1 Application

The schedule will apply to all tour workers, members of Local 96 and who work on the continuous operation schedule.

It is understood by all parties hereto that problems may subsequently arise which are not addressed by this Memorandum of Agreement. should this occur, the parties agree to meet and resolve such problems in a manner which must result in no increased cost to the company.

Item 2 Premiums/Change of schedule

No premium will be paid and/or no loss of premium or income will be compensated as a result of a change from a twelve (12) hour shift schedule to an eight (8) hour shift schedule or conversely.

Item 3 Cooperation between the Parties

For this new schedule to be successful, full cooperation between the employees themselves and between the employees and management is essential.

## II MODIFICATIONS TO THE COLLECTIVE AGREEMENT

The company and the Union hereby agree that the following clauses of the collective agreement will not apply to employees covered by the present agreement, i.e. employees assigned to the twelve (12) hour shift schedule:

- i) clause 9.07
- ii) clause 14.04
- iii) clause 15.01
- iv) clause 16.02 b)
- v) clause 16.02 c)
- vi) clause 17.02
- vii) clause 17.04
- viii) clause 17.06
- ix) clause 20.06
- x) clause 20.08
- xi) clause 22.01
- xii) clause 24.01
- xiii) clause 25.02
- xiv) clause 25.04
- xv) clause 25.06
- xvi) clause 27.01
- xvii) clause 27.02
- xviii) clause 28.08
- xvix) clause 28.10
- xx) clause 28.18
- xxi) clause 30.01
- xxii) section 6 of the "Benefits-Summary" of Appendix "C";

However, the following special provisions will apply to these employees as if they were included in the said collective agreement:

### A) Clause 9.07 - shift Differential

The Company will pay the following shift Differential to employees assigned on the twelve (12) hour shift schedule:

- i) 8:00 a.m. to 8:00 p.m.: 0¢ per hour
- ii) 8:00 p.m. to 8:00 a.m.: \$0.67 per hour

The shift Differential shall not enter into the calculation of payment for statutory holidays, floating holidays, vacation pay, sick leave pay or overtime pay.

B) Clause 14.04 - Shutdown Time

For unforeseen shutdowns of a duration of thirty-six (36) hours or less (understanding the shift in which the breakdown occurs and the two (2) shifts following), the Company will supply work to the scheduled crews and the employees will be paid at their regular rate and must perform the work assigned to them.

For scheduled total mill shutdowns or planned machine shutdowns for other reasons than normal maintenance, tour employees will be paid the remainder of the shift on which the machine or machines were shut down.

C) Clause 15.01 - Normal Operation Week and Day

For tour employees assigned on the twelve (12) hour shift schedule, the normal operation week shall be of seven (7) days and the normal work day shall be of twelve (12) hours, as set forth in the work schedule attached to the present Agreement.

D) Clause 16.02 b)

i) Day worker to tour worker

- 8-4 shift changed to 8:00 a.m. to 8:00 p.m. shift: no penalty.
- 8-4 shift changed to 8:00 p.m. to 8:00 a.m. shift without twenty-four (24) hours' notice: time and one half will be paid for the first shift.

ii) Tour workers shift change

- time and one half will be paid for the first shift.

iii) Work schedules referred to in 16.01, 16.02a), b), 1) and 2) are schedules which provide for twelve (12) hours work per day in accordance with clause 17.02 as amended by this agreement.

E) Clause 16.05 - Exchange of schedule

Notwithstanding clause 16.04 and subject to clause 17.04, employees assigned on a twelve (12) hour shift schedule cannot exchange their scheduled day(s) off or shift(s) if it would result in any employee being scheduled to work more than sixteen (16) continuous hours within an unbroken twenty-four (24) hour period.

Under no circumstances will a change in day(s) off or shift(s) cause additional cost to the Company.

F) Clause 17.02 - Hours of work - 12-hour shift schedule

Tour employees assigned to the twelve (12) hour shift schedule shall be organized into four (4) crews (A, B, C and D) to maintain the seven (7) day operation work schedule.

A day shall be divided into two (2) shifts of twelve (12) hours each **as** follows:

- i) 8:00 a.m. to 8:00 p.m.;
- ii) 8:00 p.m. to 8:00 a.m.

G) Clause 17.04 - Exchange of shifts - 12 hour shift schedule

**Any** exchange of shift(s) amongst employees assigned to a twelve (12) hour shift schedule can only be done after the approval of the immediate Supervisor or of the superintendent.

H) Clause 17.06

After a tour employee has been absent from duty, the following notice shall be given to the Industrial Relations Department previous to the tour in which he intends to resume duty. If Industrial Relations Department personnel are not available, the Security Guard must be notified:

- i) 8:00 a.m. to 8:00 p.m. shift: not later than 4:00 p.m. the previous day;
- ii) 8:00 p.m. to 8:00 a.m. shift: not later than 12 noon the same day.

If the tour employee fails to give the required notice of his intention to return to work and reports for work without doing so, he shall be sent off the job, without pay.

I) clause 20.06 - Overtime for Twelve-hour shift Employees

A tour employee shall be paid at the rate of time and one-half for all time worked in excess of his normal daily hours of work twelve (12) hours with the following exceptions:

- i) overtime worked by special arrangements between an employee and his mate with the approval of his immediate Supervisor or superintendent, and where this can be accomplished without additional cost to the Company;
- ii) when requested to replace an employee for tardiness up to two (2) hours;
- iii) when required to work more than twelve (12) hours in a twenty-four (24) hour period due to a change of shifts required by the normal scheduling of mill operations.

J) clause 20.08 - Work in Excess of sixteen Hours

A tour employee who works in excess of sixteen (16) hours on any mill operating or maintenance day will be required to take the following day off and be paid eight (8) hours.

K) Clause 22.01 - work on Sundays, Statutory Holidays

Employees will be allowed time and one-half for all time worked on Sundays and during the regular shutdown periods on Statutory Holidays.

Employees required to work on Sunday or, on a Statutory Holiday on a voluntary basis, shall be paid double their straight time rate for any time worked in excess of twelve (12) hours for work done on the Sunday or on the day or days of a Statutory Holiday. /

L) Clause 24.01 - Lunch Tickets

An employee who is required to work more than one (1) hour immediately following his twelve (12) regular hours will be provided with a lunch ticket except if due to tardiness of his mate. Another ticket will be provided for all subsequent four (4) hours of consecutive work.

M) Clause 25.02 - Funeral Attendance

Funeral leave pay shall be based on the regular straight time rate. The regular straight time rate means the straight time rate of the job at which the employee would have worked had he not been on funeral leave. The funeral leave of absence must be taken within seven (7) calendar days of the funeral and pay will be at straight time even though one of the days of leave occurs on a Sunday.

N) Clause 25.04

Three (3) scheduled working days will be granted in the case of the death of grandfather, grandmother, father, mother, father-in-law, mother-in-law, stepfather, stepmother, stepbrother, stepsister, brothers or sisters, or grandchildren. (Foster parents will be interpreted as father and mother.)

In such a case, the employee is only entitled to a maximum indemnity equivalent to twenty-four (24) hours' pay, i.e. twelve (12) hours a day for the first two (2) scheduled working days of the leave.

O) clause 25.06

Five (5) scheduled working days will be granted in the case of death of husband, wife, child, adopted child or stepchild.

In such a case, the employee is only entitled to a maximum indemnity equivalent to forty (40) hours' pay: in the application of this provision, an employee who takes three (3) scheduled working days of leave will be paid thirty-six (36) hours twelve (12) hours a day; an employee who takes four (4) scheduled working days of leave will be paid forty (40) hours.

P) clause 25.07

There will be no splitting of shifts with regard to any leave for funeral attendance.

Q) Clause 27.01 - Floating Holidays

a) During each agreement year, regular employees who, on the 31st of May, are on the payroll **as** employees assigned to the twelve (12) hour shift schedule and who have completed one (1) year of Mill seniority will be granted a maximum of five (5) floating holidays for a total maximum pay of forty (40) hours. These holidays will be paid in multiples of 8 and 12 hours at the option of the employee.

For the application of the preceding, floating holidays can be taken in the following manner in a contract year:

2 day6 x 8 hrs + 2 days x 12 hrs  
5 day6 x 8 hrs

b) If an employee is assigned to the twelve (12) hour shift schedule for only part of an agreement year, the number of floating holidays to which he is entitled will be determined by the pro rata rule with regard to the provisions of clause 27.01 stipulated in the collective agreement.

c) In any case, the total pay of any employee for all floating holidays within **one** (1) agreement year must not exceed forty (40) hours.

R) Clause 27.02

**A** floating holiday may be taken on a Sunday at twelve (12) hours straight time pay provided Sunday is a scheduled work day for the employee concerned.

S) Clause 28.03

Vacation periods are not to be divided into shorter periods than one (1) week, seven (7) calendar days.

T) Clause 28.10

A normal week's vacation shall consist of seven (7) consecutive calendar days to be commenced on the first of an employee's four (4) scheduled working days.

U) clause 28.18

Tour workers assigned on the twelve (12) hour shift schedule will be granted vacation pay on the basis of forty-two (42) hours for each week of vacation entitlement.

V) clause 30.01 - Jury Pay

Any employee who presents evidence of his being called to serve as a juror or as a witness in a criminal or quasi-criminal case shall be reimbursed for twelve (12) hours per day at the rate of pay he would have otherwise received.

If an employee is called for duty **as** in above and is scheduled to work the night shift immediately prior to Court convening, he may, if he so wishes, have the shift off with eight (8) hours' pay. (If the night before is Sunday, twelve (12) hours straight time pay will be paid.)

W) Clause 36.01 - Federal and Provincial Elections

To provide for the legislated time off for federal and provincial elections, the 8:00 p.m. to 8:00 a.m. crew will be required to report early if so scheduled by the company. This crew will be paid time and one-half for the hours worked prior to the start of the 8:00 p.m. to 8:00 a.m. shift but no lunch ticket will **be** provided.

The day shift crew relieved early will be paid the balance of the shift to a maximum of twelve (12) hours.



x) Appendix C/Benefits Summary - section 6

6) WEEKLY INDEMNITY

a) Effective January 1, 1994, seventy percent (70%) of the employees' regular earnings based on the average regular straight time hourly rate during the twelve (12) weeks preceding the onset of his disability multiplied by twelve (12) hours per day for any disability that commences on or after the above specified date for each scheduled workday lost due to total disability (sickness and/or accident) that prevents an employee from performing his own occupation, up to a maximum of four (4) days per week, fifty-two (52) weeks for shift employees assigned to the twelve (12) hour shift schedule (forty-two (42) hours per week average).

b) weekly Indemnities shall be paid as follows:

i) From the first (1st) scheduled workday lost due to an accident or illness requiring hospitalization.

The same conditions apply when an employee is admitted to the hospital as an outpatient for surgery.

In such a case, the company will provide the employee with a certificate to be completed and signed by the surgeon that completed the surgery and such certificate should be returned to the Company to be submitted to the insurer.

ii) From the third (3rd) scheduled workday lost due to illness.

iii) If a regular day or shift employee is absent from work due to sickness for more than thirty (30) continuous calendar days, the weekly indemnity benefit will be payable from his

first scheduled work day lost. In such a case, the normal waiting period will be waived.

- iv) If a regular day or shift employee becomes disabled while on vacation, the waiting period shall be absorbed completely or partially by the number of days he is disabled prior to his scheduled date of return to work if the usual medical certificate is available.
- v) If a regular employee receiving weekly indemnity payments is laid off, benefits will continue to be paid for a maximum of fifteen (15) continuous weeks from the first (1st) day of layoff if his disability persists for such period.
- c) The Company may consider, upon request from an employee, to grant a salary advance of no more than three (3) weeks of Weekly Indemnity, provided his request is justified by a medical certificate.

d) Medical Certificates:

The Company shall reimburse fees for original or supplementary medical certificates required by the insurance company under the weekly indemnity and long-term disability plans and this, up to a maximum of thirty dollars (\$30).

The Company shall also reimburse the cost of any supplementary medical report and/or information required by the insurance company and filled to their satisfaction for the evaluation of a claim and this, **up** to a maximum of forty dollars (\$40) each.

The total premium shall be paid by the Company.

APPENDIX "F"

MEMORANDUM OF AGREEMENT

BETWEEN

CORNER BROOK PULP AND PAPER LIMITED

AND

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION  
OF CANADA, **LOCAL 96**

STATUTORY HOLIDAY OPERATION

1. Notwithstanding the provisions of the collective agreement and in particular those provided for in Section 22, the company will have the right to operate the Mill during the statutory holiday of New Year's Day.

The Company will advise the Union thirty (30) days in advance of its intention to operate on the statutory holiday.

2. When production continues during a statutory holiday, crews will be kept to a minimum as is done during regular operations on a Sunday.
3. **An** employee who works during the shutdown period (4 p.m. on December 31 to 8 a.m. on January 2) so that production may be maintained, will be paid in the following manner:
  - a) The statutory holiday is paid according to **26.01**;
  - b) double time is paid for all hours worked;
  - c) for each hour worked, an additional payment will be made of one (1) hour at the rate of pay of the job at which the employee worked;
  - d) an employee who works a complete shift during the statutory holiday, may take a compensatory day off (unpaid) before the following month of May, at a date agreed upon with immediate supervisor.

4. The employee who does not work during his statutory holiday is paid according to the provisions of the collective agreement.
5. The weekly work schedule will be respected when the Mill operates on a statutory holiday.
6. During total shutdown of the Mill for statutory holidays, procedures for shutdown and start-up of the Mill will be carried out during the hours of the shutdown (up to a maximum of two (2) hours for shutdown and two (2) hours *for* start-up).
7. This agreement does not apply to employees whose regular work must take place during statutory holidays while the Mill is not in operation.

TERM OF AGREEMENT



- A) This Agreement shall come into effect on the date of signature and continue in effect until May 31, 1996.

Prior to expiry of the Collective Agreement, the parties will meet to negotiate solely the general wage increases for another period of two (2) years, namely from June 1, 1996 to May 31, 1998.

The parties agree that all other provisions of this Collective Agreement will remain effective up to and including May 31, 1998.

- B) There shall be no suspension or stoppage of work at any plant because of failure of renewal, except in accordance with the Newfoundland Labour Relations Act and with the prior approval of the National Officers of the union signatory to this Agreement, communicated to the company in writing.

FOR COMMUNICATIONS, ENERGY AND  
PAPERWORKERS' UNION  
OF CANADA, LOCAL 96

*Maria G. Crossley*

*William J. John*

*F. Tremblay*

F Tremblay,  
National Representative, C.E.P

FOR CORNER BROOK PULP AND  
PAPER LIMITED

*Bob Pearson*

*J. Smith*

*J. Batt*

*J. Marks*

*J. Lee*

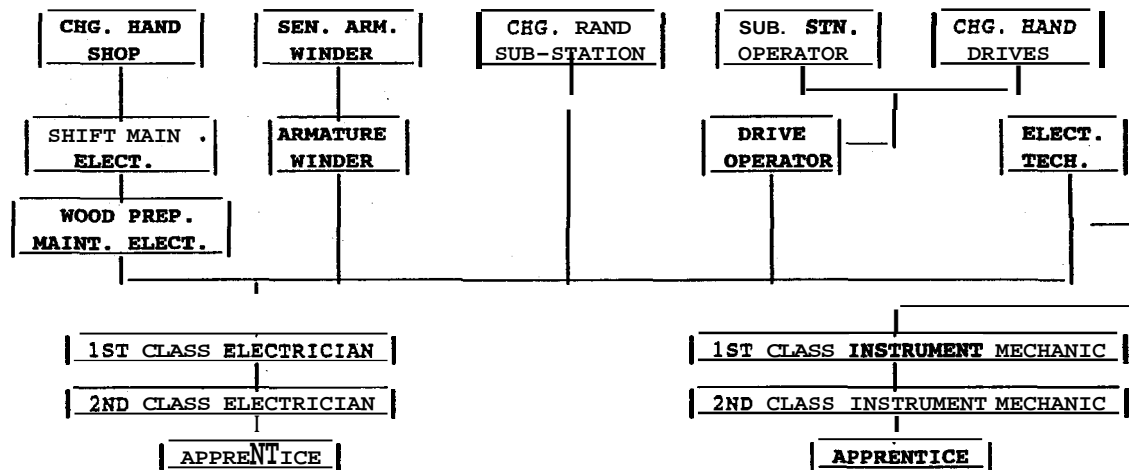
*B. Gabriel*

*J. New*

*J. M.*

*Paul Seguin*

LINE OF PROGRESSION - ELECTRICAL DEPARTMENT



83

Vacancies for bottom jobs in lines of progression will be posted and, if no applications are received, then the junior First Class Electrician who has a minimum of one (1) year's experience in the Mill as a Journeyman will fill the vacancy. If reductions in the work force occur, employees will retain their same relative position on the seniority list. All new employees will be added to the list after they have completed their probationary period.

Lloyd Sheppard will retain his seniority to the position of Electronic Technician.

If Max Crossley is demoted under Clause 7.07, he will return to W.P. maintenance electrician slot.

NO. 11 - REIMBURSEMENT - COURSES

The company will reimburse seventy-five percent (75%) of the cost of Correspondence Courses which are job related and are approved by the appropriate Superintendent. Textbooks which are required for such courses shall be subsidized by the company up to fifty percent (50%) of the cost. Both these conditions will apply upon the successful completion of the course in question.

NO. 12 - EXCESS RATE - MACHINE ROOM

An excess rate of thirty-five (35) cents per hour will be paid to employees who are required to work on equipment in the machine room ceiling. This will not apply to employees working on repairs to the crane.

NO. 13 - UNION MEETINGS

Overtime control on union meeting nights will continue to be recognized and every effort will be made to keep such time to a minimum.

NO. 14 - ACCIDENT INVESTIGATIONS

The practice of having a Union Representative attending accident investigations will continue. A Union Representative will be advised as to when an accident investigation will be held.



NO. 15 - HEIGHT PAY

Employees working on scaffolds at a height of forty (40) feet or more above the ground, or a permanent support surface, will be paid an excess rate of fifty (50) cents per hour.

NO. 16 - BLOOD

should the hospital call the Company Nurse or after hours the Guard on duty requesting that an employee donate blood because of an emergency, that employee will not lose any pay on that day provided he follows the procedure of the Medical Department.

NO. 17 - CRANES AND ELEVATORS

The company will continue its present practice with respect to repairs to cranes and elevators recommended by the appropriate inspectors.

NO. 18 - PARKING LOT

The Company agrees to maintain parking facilities and ensure adequate snow clearing and maintenance.

NO. 19 - DUST COLLECTORS

Dust collecting bags will be installed on all bench grinders and portable saws.

NO. 20 - BLOWING MOTORS

The Company will maintain its present practice of painting and blowing motors outside of the Maintenance Shop Area.

NO. 21 - PCB'S

The Company will maintain its present practice with respect to employees working on equipment containing PCB's.

NO. 22 - ISOLATION OF ELECTRICAL EQUIPMENT

The Company will maintain its present practice with respect to disconnecting means for the purpose of isolation of electrical equipment.

NO. 23 -

The purpose of this letter of intent is to ensure that the Employer will not schedule day employees to work five (5) days in the week in which a statutory holiday occurs. If the Employer does schedule a day employee to work five (5) days under these circumstances, then time and one-half will be paid on the fifth day worked.