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**LABOUR AGREEMENT**

*Between*

**CORNERBROOK PULP AND PAPER LIMITED**

*And*

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

*Effective*

**JUNE 1, 1998**

*to*

**MAY 31, 2004**

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**INDEX**

	<b><u>SECTION</u></b>	<b><u>PAGE</u></b>
<b>A</b>		
Agreement		
- Parties to	1	1
- General Purpose	2	1
- Terms of	-	68
- Signatories	-	68
Absenteeism	18	20
Accidental Death and Dismemberment	Appendix "C"	42
Apprentice Training Plan	13	15
Arbitration Procedure	11	14
<b>B</b>		
Bargaining Unit	8	10
<del>Bargaining</del> Unit	Appendix "A"	38
Bereavement Leave	25	25
<b>C</b>		
Compressed Work Week 12-Hour Shift Schedule	Appendix "E"	57
Contracting	6	3
<b>D</b>		
Dental Plan	Appendix "C"	49
Dependent Accidental Death Insurance	Appendix "C"	43
Dependent Life Insurance	Appendix "C"	43
Discipline Procedure	11	13
<b>E</b>		
Employee Benefits Program	Appendix "C"	41
Excess Pay	9	11
<b>F</b>		
Failure to Report - Tour Employees	17	19
Floating Holidays	27	28

	<b>SECTION</b>	<b>PAGE</b>
<b><u>G</u></b>		
General Conditions	Appendix "C"	50
Grievance Procedure	11	13
<b><u>H</u></b>		
Healthcare Benefits	Appendix "C"	44
Hospitalization	Appendix "C"	44
Hours of Work - Day Employees	17	18
Hours of Work - Tour Employees	17	18
<b><u>I</u></b>		
Insurance Coverage During Lay-offs	Appendix "C"	50
Interruption of Work	12	15
<b><u>J</u></b>		
Job Posting	7	4
Jury Pay	30	34
<b><u>L</u></b>		
Lay-offs	7	5
Leave of Absence	7	7
Line of Progression		69
Local Adjustments/Letters of Intent		70
Long-Term Disability	Appendix "C"	47
Lunch Tickets	24	25
<b><u>M</u></b>		
Management	5	2
Management Position	7	9
Mechanization and Automation	34	36
Membership	4	2

	<b><u>SECTION</u></b>	<b><u>PAGE</u></b>
<b><u>N</u></b>		
Normal Mill Operating Week	14	16
Normal Work Week	15	16
Notice of Total Mill Shutdown	7	5
Notice of Planned Lay-Off	7	5
<b><u>O</u></b>		
Overtime - Day Employees	20	21
Overtime - Tour Employees	20	22
<b><u>P</u></b>		
Penalty for <b>Shift</b> Changes	16	17
Pension Plan	Appendix "D"	53
Placement of Semi-Incapacitated Employees	7	8
Planning and Scheduling of Crews	16	16
Probationary Period	7	4
Putting on Wires	21	23
<b><u>R</u></b>		
Recall Reporting Allowance	19	20
Recall Notice	7	5
Recognition	3	1
Refusal to Promote	7	5
Relieving Salaried Foreman	9	11
<b><u>S</u></b>		
Safety Footwear	35	37
Safety, Heat, and Noise	35	36
Schedule of Wage Rates	Appendix "B"	39
Seniority	7	3
Seniority List	7	7
Severance Pay	10	12
<b>Shift</b> Differentials	9	11
Short Term Disability	Appendix "C"	45
Shutdown Time	14	16
Statutory Holidays	26	26
Statutory Holiday Operation	Appendix "F"	65
Summer Employees	7	9
Supplementary Vacations	29	33

	<b><u>SECTION</u></b>	<b><u>PAGE</u></b>
<b><u>T</u></b>		
Temporary Employees	7	8
Time for Reporting	23	25
Time <del>off</del> for Union Business	7	8
<b><u>V</u></b>		
Vacations	28	28
Vision Care	Appendix "C"	45
<b><u>W</u></b>		
Welfare Plans	32	35
Work on Sundays and Statutory Holidays	22	24
Workers' Compensation	33	36

Unless otherwise specified, the changes made to the Labour Agreement which terminates May 31, 1998, as agreed by the parties, will become effective as of the date of signature after ratification by the membership.

### **SECTION 1 - PARTIES TO THE AGREEMENT**

CORNER **BROOK** PULP AND PAPER LIMITED

and

COMMUNICATIONS, ENERGY AND PAPER WORKERS UNION OF CANADA, LOCAL 96

The parties hereto have agreed as follows:

### **SECTION 2 - 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 3 - 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.

b) For training purposes the Company **will** maintain its present practice of having employees accompany, in as much as possible and where practical, outside specialists.

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 4 - 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 5 - 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 6 - 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 7 - 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 - 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.

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) Short Term Disability - 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**

- a) 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.

- b) Consideration will be given to employees' requests for a leave of absence without pay in excess of thirty (30) days and up to nine (9) months duration for the purpose of upgrading their education standards and skills in applicable fields in the mill. Employees on leave of absence will not earn credits for vacation and will not be entitled to Statutory Holiday pay. Floating holidays will be determined by 27.01 b) for the agreement year in which there is a leave of absence.

Employees on leave of absence will be entitled to coverage under the Group Life Insurance Plan and Hospitalization and Major Medical Plan only, for which they will be required to pay the full premium.

**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 to work 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. Effective January 1, 1999, a temporary employee who has worked one hundred and twenty-days in each of three (3) consecutive years will be assigned to a ranking list for the purpose of lay-off and recall within the "Capital Projects Crew". When laid off, a ranked temporary employee will remain on the ranking list for one (1) year.

Temporary 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 Welfare Plans except for what is provided for in Appendix "C". Temporary employees will have the right to the grievance procedure except for cases of promotion, demotion, lay-off or termination of employment (promotion and demotion only for ranked temporary employees). The Union will be given a forty-eight (48) hour notice when temporary employees are to be laid off.

- 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 the 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.

**7.21 -**

- a) Should an employee be transferred from any Local to Local 96 after January 1, 1999, his seniority for purposes of promotion, demotion, lay-off and recall with Local 96 will begin as of the date of his transfer into Local 96. On so doing, he forfeits his seniority in his former Local.

- b) The Company will consider laid-off employees from a C.E.P. Mill Local for temporary vacancies in another Local.

### **SECTION 8 - 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 9 - 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 Company.

**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 10 - 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 11 - 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 12 - 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 13 - 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** - Comer 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 (½) of his employment period as an apprentice when he completes his adjustment period. **This** clause will apply after June 1, 1978.

#### **SECTION 14 - NORMAL MILL OPERATING WEEK**

**14.01** - The mill will operate normally on a seven (7) day basis

**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 15 - 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 16 - 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 pm 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 ~~am~~ to 8:00 pm without twenty-four (24) hours notice will only be entitled to time and one-half for the hours worked between 4:00 pm and 8:00 pm.

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 on 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 **23**.

**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 17 - 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. Mer 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 18 - 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 19 - 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 a 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 20 - 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. Should the day worker work more than six (6) hours after midnight as per previous conditions, he ~~will~~ be entitled to eight **(8)** hours time off with no loss of pay.
- 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 working 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 21 - 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 pay premium 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 pay premium 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 22 - 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 23 - 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 24 - 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 is required to work between twelve noon and twelve-twenty will be provided with a lunch ticket.

**24.02** - The value of a lunch ticket will be seven dollars and fifty cents (**\$7.50**).

Effective June 1, 1999, the value of a lunch ticket will be increased to eight dollars (\$8.00).

Effective June 1, 2001, the value of a lunch ticket will be increased to eight dollars and twenty-five cents (**\$8.25**).

#### **SECTION 25 - BEREAVEMENT LEAVE**

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

**25.02** - Bereavement 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 bereavement leave. The bereavement 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 bereavement **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 26 - 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 (16 hours pay)

Shutdown period:

4:00 p.m. December 24 to  
8:00 a.m. December 26

- 4) Boxing Day (8 hours pay)

Shutdown period:

8:00 a.m. December 26  
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 employee's 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 27 - 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.

Effective June 1, 1999, one (1) additional floating holiday will be granted.

- b) All other employees will be granted one (1) floating holiday after each period of ten (10) weeks (eight (8) weeks effective June 1, 1999) 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 28 - 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) <b>1656</b> or more	10 days (80 hours pay)
b) <b>1469</b> to <b>1655</b> hours	9 days ( <b>72</b> hours pay)
c) <b>1282</b> to <b>1468</b> hours	<b>8</b> days ( <b>64</b> hours pay)
d) <b>1094</b> to <b>1281</b> hours	<b>7</b> days ( <b>56</b> hours pay)
e) <b>907</b> to <b>1093</b> hours	<b>6</b> days ( <b>48</b> hours pay)
f) <b>720</b> to <b>906</b> hours	<b>5</b> days ( <b>40</b> hours pay)
g) <b>533</b> to <b>719</b> hours	<b>4</b> days ( <b>32</b> 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) <b>1656</b> or more hours	15 days ( <b>120</b> hours pay)
b) <b>1469</b> to <b>1655</b> hours	<b>13</b> days ( <b>104</b> hours pay)
c) <b>1282</b> to <b>1468</b> hours	<b>11</b> days ( <b>88</b> hours pay)
d) <b>1094</b> to <b>1281</b> hours	<b>10</b> days ( <b>80</b> hours pay)
e) <b>907</b> to <b>1093</b> hours	<b>9</b> days ( <b>72</b> hours pay)
f) <b>720</b> to <b>906</b> hours	<b>8</b> days ( <b>64</b> hours pay)
g) <b>533</b> to <b>719</b> hours	<b>7</b> days ( <b>56</b> 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.

Effective June 1, 2000, replace “twenty (20) years” with “eighteen (18) years”.

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

<u>Hours Worked</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.

Effective June 1, 2000, replace “twenty (20) years” with “eighteen (18) years” and “twenty-five (25) years” with “twenty-three (23) years”:

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

Effective June 1, 2000, replace "twenty-five years" with "twenty-three years".

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 pay	25 days (200 hours pay)
g) 533 to 719 hours pay	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 lost 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 -**

- a) 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.
- b) Notwithstanding the above, a regular employee may split one (1) week of vacation outside the prime vacation time into two (2) blocks (i.e. 3 days - 2 days). In such a case, **28.22 b)** only applies and this on a pro-rata basis (i.e. four (4) hours per block).

**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 -** 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.

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

**28.15 -** 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.

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

**28.17** - Four 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.

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

**28.19 - 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.

**28.20** - 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.

**28.21** - 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.

**28.22 -**

- 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 29 - 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 30 - 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 31 - PENSION PLAN**

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 32 - 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, 1998. 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) Short Term Disability
- 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 Short Term 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.

Short Term 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 33 - 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 34 - 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 months. When a vacancy occurs in the employee's former classification, the employees 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 35 - 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 sixty-five dollars (\$65.00) 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, 1999, the amount will be increased to eighty dollars (\$80.00) per contract year.

#### APPENDIX "A"

Bargaining Unit of the International Brotherhood of Electrical Workers, Local 404, Comer 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**

Effective June 1, 1999:	\$ .50 per hour
Effective June 1, 2000:	\$ .50 per hour
Effective June 1, 2001:	2%
Effective June 1, 2002	2%
Effective June 1, 2003	2%

**SCHEDULE OF WAGE RATES**

<b><u>DEPARTMENT</u></b>	<b><u>EFFECT.</u></b> <b><u>01/06/98</u></b>	<b><u>EFFECT.</u></b> <b><u>01/06/99</u></b>	<b><u>EFFECT.</u></b> <b><u>01/06/00</u></b>	<b><u>EFFECT.</u></b> <b><u>01/06/01</u></b>	<b><u>EFFECT.</u></b> <b><u>01/06/02</u></b>	<b><u>EFFECT.</u></b> <b><u>01/06/03</u></b>
<b><u>Electrical</u></b>						
P.M. Electric Drive Operator	25.830	26.580	27.080	27.620	28.170	28.730
Armature Winder	25.080	25.830	26.330	26.860	27.400	27.950
First <b>Class</b> Electrician	24.860	25.610	26.110	26.630	27.160	27.700
Electrical Tool <b>Room</b> Attendant	24.860	25.610	26.110	26.630	27.160	27.700
Second <b>Class</b> Electrician	21.980	22.480	22.980	23.440	23.910	24.390
Electrical Truck Maint. Man	21.980	22.480	22.980	23.440	23.910	24.390
Motor Tender	21.980	22.480	22.980	23.440	23.910	24.390
Experienced Helper	20.710	21.210	21.710	22.140	22.580	23.030
Helper	20.310	20.810	21.310	21.740	22.170	22.610
<b><u>Instrument Shop</u></b>						
First <b>Class</b> Instrument Mech.	24.860	25.610	26.110	26.630	27.160	27.700
Second <b>Class</b> Instrument Mech	21.980	22.480	22.980	23.440	23.910	24.390
<b><u>Apprentice Rates</u></b>						
First <b>Six</b> Months Mill Base <b>Rate</b>	19.905	20.435	20.935	21.350	21.775	22.210
Second Twelve Months - 85% Second <b>Class</b> Rate	19.905	20.435	20.935	21.350	21.775	22.210
Third Twelve Months - 90% Second <b>Class</b> Rate	19.905	20.435	20.935	21.350	21.775	22.210
Fourth Twelve Months - 95% Second <b>Class</b> Rate	20.880	21.355	21.830	22.270	22.710	<b>23.170</b>

APPENDIX "C"

SUMMARY OF REVISED EMPLOYEE BENEFITS PROGRAM

The Company agrees to modify its Employee Benefits Program and will make the following amendments to its policies/contracts. All other provisions of the master policies/contracts will remain unchanged.

Subject to the provisions of the master policies/contracts, the following modifications will come into effect on the first day of the month following ratification, unless otherwise specified, and will cover only those regular and temporary employees who are members of the bargaining units and actively at work on the effective date of these changes, as well as new regular and temporary employees who will join the bargaining units thereafter.

ELIGIBILITY

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

Any regular employee becomes eligible to dental care on the first day of the month following completion of one (1) year of continuous service.

Any temporary employee becomes eligible to Basic Life Insurance, Healthcare benefits and the Special Short Term Disability Program following 90 days of continuous service. When the temporary employee becomes a ranked temporary, he becomes eligible to all other benefits except Long Term Disability.

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.

A regular employee who, at the time of lay-off, was participating in the Employee Benefits Program will have his participation in the program reinstated upon recall provided that the employee is recalled to work while he still has some recall rights as defined in the collective agreement. A temporary employee (not ranked) who, at the time of termination of employment, was participating in the Employee Benefits Program will have his participation in the program reinstated on the first day of the month following rehire provided that the employee is rehired within 30 days of termination of his employment.

A ranked temporary employee who, at the time of termination of employment, was participating in the Employee Benefits Program will have his participation in the program reinstated upon return to work, as long as he is still on the ranking list upon return to work (i.e. terminated for less than one year).

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

DEFINITION OF ELIGIBLE DEPENDENTS

Spouse: ~~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.

Child: **An** unmarried natural, adopted or stepchild of the employee or any other unmarried child for whom the employee has been appointed guardian for all purposes by a court of competent jurisdiction. A child who is age nineteen (19) or over but under age twenty-five (**25**) must be full-time student.

**An** incapacitated child will be covered beyond the maximum age provided his incapacity began before reaching the maximum age. A child is considered incapacitated if he is incapable of supporting himself due to a physical or psychiatric disorder.

Children under 15 days of age are not covered under dependent life.

**1. BASIC LIFE INSURANCE**

Amount of coverage: \$35,000.

The total premium shall be paid by the Company

**2. OPTIONAL LIFE INSURANCE**

Amount of coverage: any multiples of \$10,000 up to a maximum of \$100,000

Optional life coverage can be modified at any time by submitting the required proof of insurability to the insurer. Modified coverage will take effect upon approval by the insurer.

The monthly premium is entirely paid by the employee. Currently the monthly premium rate is \$0.33/\$1,000 of coverage.

**3. ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

Amount of coverage: total of basic and optional life insurance coverage

A percentage of the amount of coverage will be payable depending on the extent of the loss, as shown in the following table.

**For Loss of**

- |                                 |       |
|---------------------------------|-------|
| • Both hands or both feet       | 100 % |
| • One hand and one foot         | 100 % |
| • The entire sight of both eyes | 100 % |



• One hand and the entire sight of one eye	100 %
• One foot and the entire sight of one eye	100 %
• Speech and hearing in both ears	100 %
• One arm or one leg	75 %
• One hand or one foot	66 2/3 %
• The entire sight of one eye	66 2/3 %
• Speech or hearing in both ears	66 2/3 %
• Thumb and index finger of the same hand	33 1/3 %
• Four fingers of one hand	33 1/3 %
• All toes of one foot	33 1/3 %
• Hearing in one ear	12 1/2 %

**For Loss of Use of**

• Both arms or both hands	100 %
• One arm or one leg	75 %
• One hand or one foot	66 2/3 %

**For Total Paralysis of**

• Paraplegia	200 %
• Quadriplegia	200 %
• Hemiplegia	200 %

**Loss** of use means the total or irrevocable loss of use during a continuous period of twelve (12) months after which the indemnity becomes payable if the loss of use is considered permanent.

The maximum payable for any one accident will not exceed the full amount of coverage.

The total premium shall be paid by the Company.

**4. DEPENDENT LIFE INSURANCE**

Amount of coverage:

Spouse:	\$10,000
Child:	\$ 5,000

The total premium shall be paid by the Company.

**5. DEPENDENT ACCIDENTAL DEATH INSURANCE**

Amount of coverage:

Spouse:	\$10,000
Child:	\$ 5,000

The total premium shall be paid by the Company.

## 6. HEALTHCARE BENEFITS

### a) Hospitalization

No deductible

100% unlimited accommodation in a semi-private room

### b) Healthcare benefits

Annual deductible of \$25 per person or family

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

80% of other eligible expenses according to the provisions of master policies/contracts 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 services to and from the nearest hospital
- iii) paramedical services of licensed acupuncturist, osteopath, physiotherapist, podiatrist, psychiatrist and psychologist, up to a maximum expense of \$15 per visit and twenty-five (25) visits per calendar year
- iv) paramedical services of licensed chiropractor up to a maximum expense of \$20 per visit and twenty (20) visit per calendar year. In addition, when medically required by a chiropractor, radiographs will be considered up to a maximum of \$20 per radiograph and up to four (4) per calendar year.
- v) trusses, braces, crutches and artificial limbs, etc

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

Lifetime maximum payable of \$1,000,000 per person covered. Given the increase in maximum expenses payable, some internal maximum will be introduced or adapted as a cost control measure (e.g. nursing care, private duty nursing, out-of country, convalescent care, chronic care,...)

### c) The total premium shall be paid by the employee and effective January 1, 1999 premium rates are as follows:

Single coverage	\$25.28
Family coverage	\$65.83

The above premiums 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 Healthcare plan cause an increase in premiums beyond the level of the current premiums mentioned above, the Company will make a special payment not to exceed the following amount to offset the premium increase:

Year <b>1999</b>	<b>\$10,000</b>
Year <b>2000</b>	<b>\$12,500</b>
Year <b>2001</b>	<b>\$12,500</b>
Year <b>2002</b>	<b>\$12,500</b>
Year <b>2003</b>	<b>\$15,000</b>
Year <b>2004</b>	<b>\$15,000</b>

If the Company's special payment is not used or is only partially **used** in one year, the remaining amount will be rolled over to be used in a subsequent year. For example, if only \$7,000 is used in year one then the remaining \$3,000 will be **rolled** over the following year which means that **\$15,500** will be available for year two.

These special payments will be applied against group insurance policy - section Healthcare for all Mill Unionized employees.

#### 7. VISIONCARE BENEFITS

No deductible  
**\$100 / 24** month for prescribed eye glasses and contact lenses  
**\$ 30 / 24** month for eye examination performed by a licensed ophthalmologist or optometrist.

Effective January 1, 2000  
**\$125 / 24** month for prescribed eye glasses and contact lenses  
**\$ 30 / 24** month for eye examination performed by a licensed ophthalmologist or optometrist.

The monthly premium will be entirely paid by the Company.

#### 8. SHORT TERM DISABILITY BENEFITS (for other than temporary employees)

- a) 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 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 on average).

**b)** Benefit shall be paid as follows:

- i)** From the first (1<sup>st</sup>) 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 who completed the surgery and such certificate should be returned to the Company to be submitted to the insurer.

- ii)** From the fourth (4<sup>th</sup>) day scheduled workday lost due to illness

- iii)** If a regular employee is absent from work due to sickness for more than thirty (30) continuous calendar days, the short term disability benefit will be payable from his first (1<sup>st</sup>) scheduled work day lost. In such a case, the normal waiting period will be waived.

- iv)** If a regular 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 provided the usual medical certificate is available.

Should an employee become eligible for short term disability benefits because of sickness or disability that occurs while on vacation, the employee may cancel full remaining weeks of vacation which were scheduled to begin after the illness or disability occurred.

- v)** If a regular employee receiving short term disability payments is laid off, benefits will continue to be paid for a maximum of fifteen (15) continuous weeks from the first (1<sup>st</sup>) day of layoff if his disability persists for such period.

Short term disability benefit payments will be maintained based on the rate previously paid, but on a forty (40) hour per week basis.

*Note: In the application of paragraph v) above, the maximum benefit will not exceed fifteen (15) continuous weeks.*

- vi)** The short term disability benefits will 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)** The Company may consider, upon request from an employee, to grant a salary

advance of no more than three (3) weeks of short term disability, provided his request is justified by a medical certificate.

d) The monthly premium will be entirely paid by the Company.

**9. SPECIAL SHORT TERM DISABILITY BENEFITS** (for temporary and ranked temporary employees)

a) 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 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

b) Benefits shall be paid as follows:

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

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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 who completed the surgery and such certificate should be returned to the Company to be submitted to the insurer.

ii) From the seventh (7<sup>th</sup>) day scheduled workday lost due to illness.

iii) 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.

iv) The short term disability benefits will 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) The monthly premium will be entirely paid by the Company.

**10. LONG TERM DISABILITY BENEFITS**

If an employee is still disabled when the short term disability maximum benefit period expires, he will be entitled to long term disability benefits.

a) Definition of disability

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.

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.

b) Amount of monthly benefits

55% of the employee's rate used to determine his short term disability benefits multiplied by 2080 hours (2184 hours for four workers governed by the 42 hour week schedule) and divided by 12.

The maximum monthly benefit will not exceed \$2,300 per month for any new disabilities commencing on or after date of ratification.

The maximum monthly benefit will not exceed \$2,400 per month for any new disabilities commencing on or after June 1<sup>st</sup>, 2002.

Monthly benefit payable will be increased with the general wage increase granted on an annual basis but under no circumstances will the monthly benefit payable exceed the maximum benefit in place at the onset of the employee's disability.

The long-term disability benefits will 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) Maximum benefit period

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 before disability;
- iii) the date on which he becomes entitled to receive unreduced early retirement benefits under the provisions of the Company's pension plan, provided the pension payable plus the bridging benefit is greater or equal to the long term disability benefit the employee is receiving on that date;
- 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.

d) The monthly premium is entirely paid by the Company.

#### 11. MEDICAL CERTIFICATES

Cost of original or supplementary medical certificates required by the insurance company in connection with a short term or a long term disability claim will be reimbursed up to a maximum of \$30 provided such certificate is completed to the satisfaction of the insurer.

Cost of any supplementary medical report and/or information required by the insurance company in connection with a short term or a long term disability claim for the evaluation of a claim and this, up to a maximum of \$40 each provided such certificate is completed to the satisfaction of the insurer.

#### 12. DENTAL CARE BENEFITS

No deductible

a) Dental fee guide

On January 1<sup>st</sup> of each year of the labour agreement, Newfoundland dental fee guide used to reimburse eligible expenses will be updated to the guide in effect one year before the date the treatment is rendered.

b) Reimbursement level

Eligible expenses under the existing dental plan, deemed necessary and incurred while the employee is covered, shall be reimbursed according to the following:

100%	for basic coverage
50%	for major coverage
50%	for orthodontic coverage

c) Benefit maximum

\$1,500 / lifetime	for orthodontics
\$1,500 / year	for all other expenses

d) The Company's maximum contribution is:

Effective the first day of the month following ratification

\$13.00	for single coverage
\$28.00	for family coverage

Effective January 1, 2000 the Company's maximum contribution will be:

\$14.00	for single coverage
\$29.00	for family coverage

Effective January 1, 2001 the Company's maximum contribution will be:  
\$15.00 for single coverage  
\$30.00 for family coverage

Effective January 1, 2002 the Company's maximum contribution will be:  
\$16.00 for single coverage  
\$31.00 for family coverage

Effective January 1, 2003 the Company's maximum contribution will be:  
\$16.00 for single coverage  
\$32.00 for family coverage

### 13. GENERAL CONDITIONS

- a) In view of the above improvements, the five-twelve(5/12) Employment Insurance premium reduction shall be retained by the Company.

- b) Continuation of coverage  
It is the employee's responsibility to request continuation of his coverage and complete the required forms before the beginning of the absence.

- i) During a period of short term disability  
Benefits 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.

- ii) During a period of long term disability  
Employees entitled to long term disability benefits can maintain coverage for benefits other than short term and long term disability benefits by paying the entire premium. Coverage can be maintained as long as the employee is entitled to long term disability benefits.

- iii) During a period of lay-off  
Regular employees on lay-off will be entitled to maintain coverage for benefits other than short term and long term disability benefits by paying the entire premium. Coverage can be maintained for a period not exceeding six (6) months.

- iv) During a period of maternity leave  
Employees on maternity leave will be entitled to maintain coverage for benefits other than short term and long term disability benefits by paying her share of the premium. Coverage can be maintained for a period not exceeding



the maternity leave period as defined in the provincial legislation.

v) During a parental leave

Employee on a parental leave will be entitled to maintain coverage for benefits other than short term and long term disability benefits by paying the entire premium. Coverage can be maintained for a period not exceeding the parental leave period as defined in the provincial legislation.

c) Benefits after age 65 or retirement, if earlier

i) Death benefits

An amount of \$10,000 will be paid to the employee/retiree's beneficiary.

ii) Healthcare benefits

An employee can maintain his healthcare coverage provided he pays the entire premium. The premium will be identical to the premium paid by active employees.

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

This benefit will terminate on death of the retiree or when the retiree stops paying his premiums.

All other provisions of the master policies/contracts related to Healthcare benefits governing active employees will apply (including lifetime maximum and internal maximum, internal maximum may be different for retirees in order to control long term costs increases and reduce cost shifting from government).

iii) All other benefits are terminated

d) Resolution of claims

After an employee goes on claim and is in receipt of short term or long term disability benefits, the Company and/or insurer reserves the right to require periodic physical examinations throughout the duration of the employee's absence due to disability. Such examinations shall be conducted by physicians designated by the Company and/or insurer.

When there is a medical dispute as to the validity of claim following a decision made by the insurer, the dispute will be referred to an appropriate specialist who will render a final and binding decision.

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

When proper medical evidence has been submitted and there is a dispute to the

validity of the claim, upon request from an employee, the Company will make advance payments at the normal intervals until a final decision is reached as per above. If the decision to refuse the claim is maintained, the employee will reimburse the Company for the money so advanced.

APPENDIX "D"

SUBJECT: Pension Plan

The Company agrees to amend the Pension Plan for Unionized Employees of Comer Brook Pulp and Paper Limited, subject to the approval of Revenue Canada and the Superintendent of Pensions of Newfoundland.

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 active participants on the effective date, as well as all new employees who will join the pension plan thereafter.**

The pension plan and its amendments, as agreed upon during the 1998 negotiations, will not be subject to any changes for the duration of the labour agreement coming into effect on June 1<sup>st</sup>, 1998, except as stated below or if required by government authorities.

1) NORMAL RETIREMENT PENSION

For service on and after January 1, 1999, the normal retirement pension formula will be calculated as 2% of pensionable earnings.

The pensionable earnings used in the calculation of "Normal Retirement Pension", "Temporary Benefit Formula" and "Member's Required Contributions" means earnings, including Sunday premium but excluding overtime, taxable benefits, special payments or benefits and reimbursements for expenses.

2) TEMPORARY BENEFIT FORMULA

- a) Any member who retires on or after June 1, 1998 and before the expiry of the 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 pensionable earnings during the sixty (60) consecutive months preceding his retirement or, if higher, 1.65% of his average monthly pensionable 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 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 seven (7) years.

- b) 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:
  - i) 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
  - ii) the number of years of Contributory Credited Service between January 1, 1966 and his date of retirement, subject to a maximum of seven (7) years.
- c) The pension plan provisions will be amended again on June 1, 2002 to eliminate the CPP offset in the calculation of the pension payable under the temporary formula for an active participant retiring on or after June 1, 2002.
- d) In the event that the member's pensionable earnings used to calculate his average monthly pensionable earnings do not reflect a normal schedule of hours due to accident or sickness for which he is or would be entitled to disability benefits under the Company plans, the member's pensionable earnings for these periods of absence will be adjusted based on the greater of:
  - i) the regular hourly rate of the employee in effect at the onset of the disability, as described in the applicable collective agreement; and

ii) the basic rate of the mill (i.e. labourer rate currently at \$19.90)

- e) 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 complete months where applicable.

Notwithstanding the above, Contributory Credited Service for a temporary employee will be the ratio of actual number of hours worked while a plan member to hours scheduled for a regular full-time employee for the same period rounded to the nearest  $\frac{1}{12}$ .

Effective January 1, 1999, periods during which a plan member is entitled to receive benefits under a disability program maintained by the Company, or would be entitled to such disability benefits if he had not been entitled to benefits under the Workers' Compensation Act or any other governmental plan will also be included in Contributory Credited Service.

- f) If an active 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 the early retirement date.

## 2) MEMBER'S REQUIRED CONTRIBUTIONS

Effective January 1, 1999, each member, during his membership in the plan, but not beyond his normal retirement date shall contribute an amount equal to:

- a) 4.5% of that portion of his pensionable earnings up to the Yearly Maximum Pensionable Earnings (YMPE) as defined under the Canada Pension Plan for the year, plus
- b) 6.0% of that portion of his pensionable earnings in excess of the YMPE for the year.

## 3) BRIDGING SUPPLEMENT

- a) Any active member who elects to retire early on or after January 1, 1999, 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) Thirty-two dollars (\$32) per month multiplied by the number of his full years of Contributory Credited Service up to a maximum of thirty (30) years, with

the thirty-two dollars (\$32) reducing to sixteen dollars (\$16) per month from the first of the month immediately following his sixtieth (60<sup>th</sup>) birthday.

ii) A member retiring on or after January 1<sup>st</sup>, 2002: thirty-three dollars (\$33) multiplied by his full years of Contributory Credited Service, (instead of thirty-two dollars [\$32]), under the same conditions as sub-paragraph i) above.

b) Any active member who elects to retire early, 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 one-twelfth (1/12) of eight percent (8%) 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) POST-RETIREMENT ADJUSTMENT

Effective January 1<sup>st</sup>, 1999 and for the duration of the collective agreement, active members who retired after June 1, 1998 will have their pensions increased on January 1<sup>st</sup> of each year (last adjustment on January 1<sup>st</sup> 2004), by fifty percent (50%) of the increase in the Consumer Price Index, if any, subject to a maximum increase of five percent (5%). This increase in the CPI is calculated over the twelve (12) month period ending in October of the preceding year.

The first adjustment for a newly retired participant will be multiplied by the ratio of the number of months between his retirement date and the effective date of the first adjustment (maximum 12 months) divided by twelve (12).

5) 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
- xix) clause 28.10
- xx) clause 28.17
- xxi) clause 30.01
- xxii) section 8 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.: \$0.00 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, our 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 our 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 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, 16.02 a), 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 16.04 - 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**

Mer 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.

**n) 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 entitled to take the following day off and be paid twelve (12) hours.

**K) Clause 22.01 - Work on Sundays and 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 straighttime 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 - Bereavement Leave**

Bereavement 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 bereavement leave. The bereavement 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 bereavement leave.

**Q) Clause 27.01 - Floating Holidays**

- a) • During each agreement year, regular employees who, on the 31<sup>st</sup> 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 days x 8 hrs. + 2 days x 12 hrs.
- 5 days x 8 hrs.

Effective June 1, 1999, during each agreement year, regular employees who, on the 31<sup>st</sup> of May, are on the payroll as employees assigned to the twelve (12) hour shift schedule and who have completed one (1) year of ~~MII~~ seniority will be granted a maximum of four (4) floating holidays paid at twelve (12) hours each for a total maximum pay of forty-eight (48) hours.

In the application of the preceding, floating holidays can be taken in the following manner in an agreement year:

- 4 days x 12 hrs.
- 3 days x 8 hrs. + 2 days x 12 hrs
- 6 days 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 (forty-eight (48) hours, effective June 1, 1999).

**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 28.08**

- a) Vacation periods are not to be divided into shorter periods than one (1) week, seven (7) calendar days
- b) Notwithstanding the above, a regular employee may split one (1) week of vacation outside the prime vacation time into two (2) blocks (i.e. 2 days • 2 days). In such a case, **28.22 b**) only applies and this on a pro-rata basis (i.e. four (4) hours per block).

**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 28.17**

Four 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 - Juror 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 twelve (12) 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 8**

8) Short Term Disability

a) 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 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) Benefits 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 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 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.

Should an employee become eligible for short term disability benefits because of sickness or disability that occurs while on vacation, the employee may cancel full remaining weeks of vacation which were scheduled to begin after the illness or disability occurred.

v) If a regular employee receiving Short Term Disability 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.

vi) The short term disability benefits will 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) The Company may consider, upon request from an employee, to grant a salary advance of no more than three (3) weeks of Short Term Disability, provided his request is justified by a medical certificate.

d) The monthly premium will be entirely paid by the Company.

**Y) Clause 26.01 - Statutory Holidays**

Regular employees who work on a twelve (12) hour work schedule and would have been scheduled on Labour Day and/or Boxing Day will be paid twelve (12) hours pay, instead of eight (8) hours.

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 any of the Statutory Holidays provided for in Section 26,

However, on Christmas Day (**starting** at 8.00 p.m. on December 24, 1999), Boxing Day and Labour Day, this will be on a voluntary basis as per following procedure:

- Regular employees scheduled **to** work and not wishing to do so, must inform their supervisor at least two (2) weeks in advance.
- Should additional employees be needed to replace required scheduled employees not wishing to work, they will be selected from employees who were not scheduled that day or not required in their specific occupation and who have made themselves available by notifying the Company at least two (2) **weeks** in advance; in such a case preference for voluntary work will be given to **qualified** employees by departmental seniority, schedule permitting. If the Company is unable to obtain the sufficient number of volunteers, production will not be scheduled.
- Crews will be kept to a minimum.

The Company will notify the Union should it decide not to operate on a 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 periods defined in **26.01 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 with, however, the crews kept to a minimum as is done during regular operations on a Sunday.
  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, 2004.**
- 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.**

Dated at Corner Brook, Newfoundland, this 4<sup>th</sup> day of February, 1999.

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

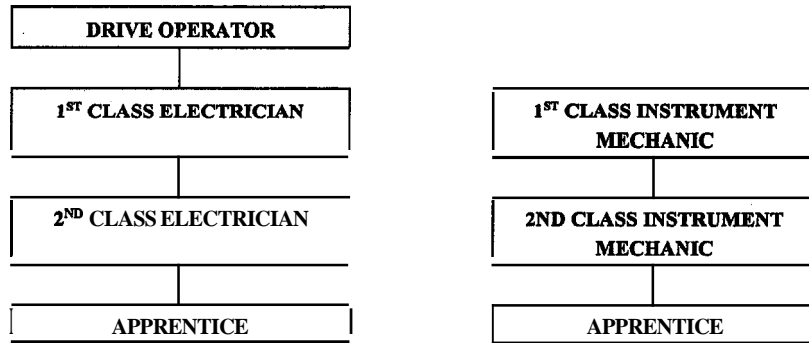
*James Koff*  
*Randal Manning*  
*Peter Park*  
*F. Tremblay*

F. Tremblay,  
National Representative, C.E.P.

**FOR CORNER BROOK PULP AND  
PAPER LIMITED**

*[Signature]*  
*[Signature]*  
*B. Gabriel*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*

LINE OF PROGRESSION - ELECTRICAL DEPARTMENT



## **LOCAL ADJUSTMENTS/LETTERS OF INTENT**

### NO. 1

Local Adjustments will ~~form~~ part of the Labour Agreement and **will** be subject to the **Grievance** Procedure.

### NO. 2 - FACILITIES

The Company will upgrade and **maintain** existing lunchroom and washroom facilities

### **NO. 3 - CROSSING OF TRADES**

The Company agrees with the principle of tradesmen working in their **own** trades. However, in the ~~interest of efficiency~~ and productivity, tradesmen shall do work within their capabilities in trades other ~~than their own so as~~ to perform work of a minor nature associated with other primary trades.

### NO. 4 - LEAVE WITH **JUST CAUSE**

If ~~a~~ man loses a day ~~early in the~~ week due to sickness or sudden emergencies not caused by a definite action on the employee's part, the Company will consider each individual **case** on its **own** merits under the following system:

The employee **will** contact **his** foreman and get permission to stay off. On **his** return to work, the employee will apply (on ~~a~~ form ~~to~~ be supplied) to the superintendent for permission to work on **his** day ~~off~~ at straight time, to make up for time lost. The superintendent will agree to this **if**, in **his** opinion, there is no loss of efficiency or penalty to the Company, and will be governed strongly by the man's record regarding timekeeping.

### NO. 5 - VACATION

The Company will not require employees to cancel any holidays which have been **scheduled** in the proper manner.

### NO. 6 - SHOP STEWARD **MEETINGS**

The Superintendent will chair Shop Steward meetings when available. Shop Steward meetings will be held **as** required.

### **NO. 7 - LUNCHES**

The Company will maintain its present practice of providing an outside lunch.

### NO. 8 - **PAY**

If an employee is short pay on payday and did not have the opportunity to check the posted time

sheet, he will be paid on the same day if he requests.

#### NO.9 • TRAINING PERIOD

The Company recognizes that in recent years a major influx of new technology has taken place.

In light of the above statement, the Company will continue to provide training with the objective of improving the technological knowledge of its tradesmen. When establishing its programs, the Company will take into consideration, amongst other factors, suggestions made by its employees and their representatives.

Any employee required to attend a Training Course organized by the Company will be reimbursed at the straight time hourly rate.

#### NO.10 • SENIORITY

An agreed list was established, effective April 9, 1990, to determine the seniority of all employees in the Electrical and Instrumentation Department based on the employee's Classification Seniority.

The existing lines of progression and rates of pay for the classifications in these lines of progression will remain unchanged.

The practice of rating employees in classifications above the position of First Class Electrician will cease with attrition of all rated employees. Attrition shall mean retirement, death, voluntary termination, permanent disability, and permanent job redundancy. Then employees assigned to higher Classifications will receive the rate for that particular classification. Employees assigned to a line of progression will be required to progress in that line of progression.

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

sheet, he will be paid on the same day if he requests.

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#### 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 - BLOWING MOTORS**

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

**NO. 20 - PCB'S**

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

**NO. 21 - 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, 22 - RE LETTER OF INTENT - CLAUSE 22.04**

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.

**NO, 23 - TRAINING**

Employees required to do training will be paid according to their weekly work schedule, if employees on the continuous twelve (12) hour schedule receive training in excess of their schedule (36 hours) they will be paid for the hours involved in training.

It is further agreed that employees who work on a twelve (12) hour work schedule and are required to train on a scheduled work day, for seven (7) hours or more, will be paid according to his schedule.