

LABOUR AGREEMENT

1997 - 2003

BETWEEN



DIVISION OF EDDY SPECIALTY PAPERS

VANCOUVER MILL

and



THE COMMUNICATIONS, ENERGY AND PAPERWORKERS

UNION OF CANADA

LOCAL 789

11703(02)a

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## AGREEMENT

### Section 1 – **General Purpose Of Agreement**

- (a) The general purpose of this Agreement is, in the mutual interest of the employer and the employee, to provide for the operation of the Plant hereinafter mentioned under methods which will further, to the fullest extent possible, the safety and physical welfare of the employees, economy of operation, quality and quantity of output, cleanliness of Plant, and protection of property. It is recognized by this Agreement to be the duty of the Company, the Union and the employee to cooperate **fully**, individually and collectively, for the advancement of said conditions.
- (b) It is agreed that every employee covered by this Agreement will perform his work to the best of his ability, to the end that 'the highest possible productivity of the Plant be accomplished, and that the profitable operation of the Plant be continued, and full-time employment of all personnel employed by the Company be maintained.

### Section 2 – **Recognition**

- (a) The Company recognizes the Communications, Energy and Paperworkers Union of Canada, Local 789, as the only agency representing all employees, as defined in this Agreement. for the purpose of collective bargaining.
- (b) All employees in the employment of the Company shall, as a condition of continued employment, maintain membership in good standing in the Union. New employees shall, as a condition of continued employment, become members of the Union thirty (30) working days after becoming employed by the Company.

- (c) No employee shall be subject to any penalties against his application for membership or reinstatement, except as may be provided for in the Constitution and By-Laws of the C.E.P.
- (d) Any employee who fails to maintain his membership in good standing in the Union, shall be discharged after seven (7) days' written notice to the Company by the Union of the employee's failure to maintain his membership in good standing.
- (e) The Company agrees to deduct, on the first pay day of each month, dues and initiation fees for the previous month that are due from each of its employees who have authorized the Company, in writing, to do so and remit same promptly to the Local Union.
- (f) Any new employee shall be introduced to the Shop Steward by his/her supervisor within three (3) days of starting work.

### **Section 3 – Human Rights**

The Company and the Union subscribe to and support the principles of the Human Rights Code of the Province of British Columbia.

The Company and the Union recognize their respective obligations and responsibilities to provide a work environment free from sexual and personal harassment.

### **Section 4 – Safety**

- (a) The Company and the Union undertake to promote safety education among all employees in an effort to overcome accidents and occupational health problems.

- (b) The Company and the Local Union shall cooperate in selecting one or more safety committees, which shall meet at least once a month to consider all safety problems.
- (c) The Safety Committee, as established in subsection (b) above, shall recommend safety programs and procedures which shall be given every consideration by Management.
- (d) Employees are not expected to operate with unsafe equipment or under unsafe working conditions. Employees shall report immediately any unsafe equipment or unsafe conditions to their Supervisor. Such reports may be brought up at the next Safety Committee meeting.
- (e) An employee who has reasonable cause to believe that an unsafe condition exists may refuse to work under such conditions without being subject to discipline.
- (f) The Company will grant a 50% rebate on the purchase of safety shoes (maximum two pair per year) on receipt of proof of purchase.

## Section 5 – Definitions

Whenever used in this Agreement, including Exhibits:

- (a) The word **employee(s)** means all persons on the payroll of the Company at the location named in this Agreement, excepting those engaged in administration, in actual supervision, in sales, engineering, technical and research, accounting, clerical, stenographic and other office work, or watchmen's functions.
- (b) The words **tour worker(s)** mean employees when engaged in operations scheduled in advance for at least twenty-four (24) hours continuous running: it being understood, however, that if a tour worker is temporarily assigned to

work not connected with the continuous operation on Which he is usually employed, his status as to tour or day work during such temporary assignment is determined by the nature of such assignment. All other employees are considered day workers.

- (c) The word day means a period of twenty-four (24) hours beginning at 8 a.m.. or at the regular hour of changing shifts nearest to 8 a.m. in the Plant.
- (d) The word week means a period of seven (7) calendar days beginning at 8 a.m., Sunday, or at the regular hour of changing shifts nearest to 8 a.m.. Sunday.
- (e) Sunday, for the purpose of this Agreement, is a twenty-four (24) hour period commencing at 8 a.m.. Sunday and ending at 8 a.m.. Monday, or at the regular hour of changing shifts nearest to 8 a.m. The hours of commencing and ending specified above may be varied and the specified hour of commencing or ending will be adjusted to coincide with the regular hours for changing shifts.
- (f) The word overtime shall mean all time worked over eight (8) hours in one day or forty (40) hours in one week.
- (g) The words **premium time** shall mean all time worked on Holidays as defined in Section 22 of this Agreement, and on Sundays.
- (h) Grievance. dispute or **complaint** means any difference between the persons bound by this Agreement concerning its interpretation, application, operation or any alleged violation thereof, and **party** means either one of the parties to this Agreement.

## Section 6 – Term Of Agreement And Changes in Agreement

This Agreement shall be in effect from midnight May 1, 1997 to midnight April 30, 2003, and thereafter from year to year subject to conditions as set out in subsections (a) to (e) which follow hereunder.

- (a) All notices given under the provisions of this section on behalf of the Union shall be given by the President (or Vice-President) of the Union, and similarly notices on behalf of the Company shall be given by the Vice President and Resident Manager of the Company (or his representative).
- (b) This Agreement may be opened for collective bargaining as to changes as follows: either party desiring any change shall mail to the other party notice in writing, by registered mail, on or after January 2, 2003 but in any event not later than by midnight April 30, 2003, and thereafter the same dates in any subsequent year while the Agreement is in effect, that a change is desired, and if no such notice is given by either party on or after January 2 or before midnight April 30, or dates falling between January 2 and April 30, the earliest time at which such notice may be given by either party is the corresponding dates in the following year.
- (c) If notice of desire for changes has been given in accordance with subsection (b) above, the parties shall, as soon as agreeable to the parties following such date of notice, meet for collective bargaining, the Company being represented in such negotiations by a Bargaining Committee appointed by the Company, and the Union being represented by a Bargaining Committee selected by said Union. Any agreement on changes arrived at and approved in such negotiations shall be binding upon the



parties to this Agreement. If such negotiations cannot be completed prior to midnight April 30 following the date on which such notice was given, any changes in compensation to employees shall nevertheless be retroactive to 12:00 midnight April 30.

(d) In case negotiations conducted in accordance with (c) break down, either party may terminate this Agreement upon expiration of ten (10) days' notice in writing mailed by registered mail to the other party.

(e) Labour Relations Code of British Columbia - The Parties agree that the operation of Section 50(2) of the Labour Relations Code of British Columbia is hereby excluded.

#### **Section 7 – Interruption Of Work**

It is agreed by the Union that there shall be no strikes, walk-outs, or other interruptions of work during the period of this Agreement. It is agreed by the Company that there shall be no lock-outs during the period of this Agreement.

#### **Section 8 – Seniority**

##### **(a) Principles:**

1. The Company recognizes the principles of seniority in their application to the promotion, demotion, transfer, lay-off and recall of an employee, providing the employee has the qualifications and ability to perform the work.
2. The Company and the Union recognize that it is desirable to reduce the effect of lay-offs on employees and at the same time continue to recognize mill

seniority, job qualifications and the role of lines of progression, job seniority and departmental seniority.

3. Arrangements to implement the above principles will be discussed by Management and the Local Union.

**(b) Probationary Period:**

Until an employee has been on the payroll of the Company for thirty (30) working days he shall be considered a probationary employee and shall have no rights under Section 8 with respect to seniority.

**(c) Retention of Seniority:**

1. Any employee, other than a probationary employee, whose employment ceases through no fault of his own, shall retain seniority and shall be recalled on the following basis:
  - i) An employee with less than one (1) year's continuous service shall retain these rights for six (6) months from the date of lay-off.
  - ii) An employee with one (1) or more year's continuous service shall retain these rights for twelve (12) months from the date of lay-off, plus two (2) additional months for each year's service up to an additional twenty-four (24) months.
2. Failure of the employee to report for work within one (1) week of notice by registered mail at his last address reported to and received by the Mill shall result in his termination of employment with the Company. Bona fide reasons for failure to report shall not deprive an employee of his recall rights.

(d) Training

To facilitate laid off employees exercising their **Mill** seniority, the following training **will** be provided:

1. Where the lay-off is estimated to be in excess of fourteen (14) days and less than ninety (90) days, employees will be offered a training period according to the following schedule:

<b>15 – 29</b> days	up to 5 days training
<b>30 – 59</b> days	up to 9 days training
<b>60 – 89</b> days	up to <b>12</b> days training

2. Where the lay-off is estimated to be in excess of ninety (90) days the Company will discuss with the Local Union training provisions of up to fifteen (15) days.
3. Where a lay-off results from a permanent partial plant closure or a temporary closure in excess of one hundred eighty (180) days, the Company will participate in a program of training or retraining for another job within the operation to facilitate the exercising of **Mill** seniority, recognizing there **will** be limitations where special qualifications are required. Phasing-in arrangements to implement the program **will** be discussed by Management and the Local Union and shall not exceed three (3) months from the date of closure.

(e) Lay-Off and Vacation Entitlement

Time on lay-off shall not be considered as time worked for the purpose of qualifying for vacation pay or holiday pay.

**(f) Welfare Coverage**

1. An employee with one (1) or more year's seniority may have his welfare coverage continued for six (6) months while on lay-off.
2. An employee with more than four (4) months but less than one (1) year's seniority may have his welfare coverage continued for three (3) months while on lay-off.
3. An employee who elects to maintain coverage while laid off will be required to pay the employee portion of the premium in advance on a monthly basis.
4. An employee who has welfare coverage as provided for in paragraphs (1) and (2) above will, on return to work, have his welfare coverage extended by one month for each month in which he works.
5. An employee whose welfare coverage under paragraphs (1) and (2) above has expired will, on return to work, be eligible for coverage for the period of his employment.
6. An employee will qualify for a new period of welfare coverage as provided in paragraphs (1) and (2) above if he returns to work for at least ten (10) days within a floating period of thirty (30) consecutive days.

**Section 9 –Hours Of Work**

- (a) Both parties to this Agreement are committed to continuous seven (7) day per week operation of the Plant (when economically possible) and to maintain the principle of a basic work week of forty (40) hours, and a basic work day of eight (8) hours for each employee where practical; but

agree that additional time may be worked to permit operation or protection of the Plant when paid for as shown in Section 11.

The foregoing provisions of this Section shall not be construed as guaranteeing to any employee any number of hours of work per day or per week.

(b) The normal hours of work shall be as follows:

Day Work      8:00 a.m. to 12:00 noon  
                    and 12:30 p.m. to 4:30 om

Tour Work

Day Shift              8:00 a.m. to 4:00 p.m  
Afternoon Shift      4:00 p.m. to 12:00 midnight  
Night Shift            12:00 midnight to 8:00 a.m.

Employees in the Finishing Room who are engaged on a two (2) shift basis will work eight (8) hour shifts. Exhibit "C" details further conditions of work in the Finishing Room when only two (2) shifts are operating.

## Section 10 – Wages

- (a) The Wage Schedule for the terms of this Agreement as agreed upon between the Company and the Union shall be as follows:

### Wage Schedule

<i>Step</i>	<i>Base Rate</i>	May 1/97	May 1/98	Aug. (a) 31/98	May 1/99	July (b) 1/99	May 1/00	May 1/01	
	<b>Stock Preparation</b>	19.855	20.250	20.455	20.865	21.065	21.485	21.915	22.355
(34)	Beater Engineer	26.260	26.785	26.990	27.530	27.730	28.285	28.850	29.425
(16)	Panel Board Operator	22.990	23.450	23.655	24.130	24.330	24.815	25.310	25.815
(11)	Sizemaker	22.025	22.465	22.670	23.125	23.325	23.790	24.265	24.750
(5)	Stock Preparation Driver	20.800	21.215	21.625(6)	22.060	22.260	22.705	23.160	23.625
(2)	Stock Preparation Helper	20.225	20.630	20.835	21.250	21.450	21.880	22.320	22.765
	<b>Machine Room - No. 2 M/C</b>								
(55)	Machine Tender	30.100	30.700	30.905	31.525	31.725	32.380	33.005	33.665
(43)	Back Tender	27.890	28.450	28.650	29.225	29.430	30.020	30.620	31.230
(27)	Third Hand	24.995	25.495	25.700	26.215	26.415	26.945	27.485	28.035
(23)	Single Drum Winder Operator	24.260	24.745	24.950	25.450	25.650	26.165	26.690	27.225
(15)	Fourth Hand	22.805	23.260	23.465	23.935	24.135	24.620	25.110	25.610
(11)	First Assistant to Winder Operator	22.025	22.465	22.670	23.125	23.325	23.790	24.265	24.750
(6)	Second Assistant to Winder Operator	21.000	21.420	21.625	22.060	22.260	22.705	23.160	23.625
(3)	Coreman	20.405	20.815	21.210(4)	21.635	21.835	22.270	22.715	23.170
(6)	Re-evaluated to Step 6 effective August 1998								
(4)	Re-evaluated to Step 4 effective August 1998								
(a)	1 <sup>st</sup> Flexible Work Practices Payment								
(b)	2 <sup>nd</sup> Flexible Work Practices Payment								

	May 1/97	May 1/98	Aug. (a) 31/98	May 1/99	July (b) 1/99	May 1/00	May 1/01	May 1/02
<b>Machine Room - No. 1 MIC</b>								
(45) Machine Tender	28.275	28.840	29.045	29.625	29.825	30.420	31.030	31.650
(35) Back Tender	26.425	26.955	27.160	27.705	27.905	28.465	29.035	29.615
(21) Third Hand	23.695	24.375	24.575	25.065	25.270	25.775	26.290	26.815
(11) Fourth Hand	22.025	22.465	22.670	23.125	23.325	23.790	24.265	24.750
(7) Fifth Hand	21.210	21.635	21.840	22.275	22.475	22.925	23.385	23.855
<b>Coater</b>								
(38) Coating Operator	26.780	27.520	27.725	28.280	28.480	29.050	29.630	30.225
(25) Coater Operations	24.605	25.095	25.300	25.805	26.005	26.525	27.055	27.595
(13) Assistant Re-Reeler Operator	22.235	22.865	23.065	23.525	23.730	24.205	24.690	25.185
(7) Coater Utility	21.210	21.635	21.840	22.275	22.475	22.925	23.385	23.855
(3) Re-Reeler Utility	20.405	20.815	21.015	21.435	21.640	22.075	22.515	22.965
<b>Supercalender</b>								
(28) Supercalender Operator	25.175	25.680	25.885	26.405	26.605	27.135	27.680	28.235
(23) Coverline Operator	24.260	24.745	24.950	25.450	25.650	26.165	26.690	27.225
(10) Supercalender Utility	21.810	22.245	22.450	22.900	23.100	23.560	24.030	24.510
<b>Finishing Room</b>								
(26) #1 Folio Operator	24.795	25.290	25.495	26.005	26.205	26.730	27.265	27.810
(23) #2 Folio Operator	24.070	24.745	24.950	25.450	25.650	26.165	26.690	27.225
(18) Packaging Operator	23.335	23.800	24.005	24.485	24.685	25.180	25.685	26.200
(8) Assistant Folio I	21.410	21.840	22.040	22.480	22.685	23.140	23.605	24.075
(6) Assistant Packaging Operator	21.000	21.420	21.625	22.060	22.260	22.705	23.160	23.625
(1) Folio Utility	20.020	21.005(4)	21.420(5)	21.850	22.050	22.480	22.940	23.400
(3) Assistant Folio II	20.405	20.815	21.015	21.435	21.640	22.075	22.515	22.965
(24) Will Operator I	24.425	24.915	25.120	25.620	25.820	26.335	26.860	27.395
(15) Will Operator II	22.805	23.260	23.465	23.935	24.135	24.620	25.110	25.610
(12) Will Operator III	22.235	22.680	22.885	23.345	23.545	24.015	24.495	24.985
(5) Will Operator IV	21.000	21.420	21.625	22.060	22.260	22.705	23.160	23.625
(12) Rewinder Operator	22.235	22.680	22.885	23.345	23.545	24.015	24.495	24.985

(4) Re-evaluated to Step 4 effective May 1998

(5) Re-evaluated to Step 5 effective August 1998

(a) 1<sup>st</sup> Flexible Work Practices Payment

(b) 2<sup>nd</sup> Flexible Work Practices Payment

	May 1/97	May 1/98	Aug. (a) 31/98	May 1/99	July (b) 1/99	May 1/00	May 1/01	May 1/02
<b>Finishing Room</b>								
(9) Trimmer Operator	21.615	22.045	22.250	22.695	22.895	23.355	23.820	24.295
(2) Baler	20.225	20.630	20.835	21.250	21.450	21.880	22.320	22.765
(1) Utility	20.020	20.420	20.625	21.040	21.240	21.665	22.100	22.540
<b>Shipping</b>								
(12) Senior Shipper Warehouseman	22.235	22.880	23.465(15)	23.935	24.135	24.620	25.110	25.610
(9) Shipper Warehouseman	21.615	22.045	22.685(12)	23.345	23.545	24.015	24.495	24.985
(8) Warehouseman	21.410	21.840	22.250(9)	22.695	22.895	23.355	23.820	24.295
(8) Warehouseman (8hour)	21.410	21.840	22.250(9)	22.695	22.895	23.355	23.820	24.295
(10) #2 Scaleman	21.810	22.245	22.450	22.900	23.100	23.560	24.030	24.510
(5) Clamp Driver	21.000	21.420	21.840(7)	22.275	22.475	22.925	23.385	23.855
(5) #1 Scaleman	20.800	21.215	21.420	21.850	22.050	22.490	22.940	23.400
(2) Utility Lift Truck Operator	20.225	20.630	20.835	21.250	21.450	21.880	22.320	22.765
<b>Yard Crew</b>								
(6) Yard Leadhand	21.000	21.420	22.045(8)	22.485	22.685	23.140	23.605	24.075
(4) Forklift Driver	20.595	21.005	21.420(15)	21.850	22.050	22.490	22.940	23.400
<b>Mill Stores</b>								
(8) Suppliesman	21.410	21.840	22.250(9)	22.695	22.895	23.355	23.820	24.295
(8) Counterman	21.410	21.840	22.040	22.485	22.685	22.930	23.390	23.860
(6) Stores Clerk - after 1 year	21.000	21.420	21.625	22.060	22.260	22.705	23.160	23.625
(4) Stores Clerk - 2nd 6 months	20.595	21.005	21.210	21.635	21.835	22.270	22.715	23.170
(2) Stores Clerk- 1st 6 months	20.225	20.630	20.835	21.250	21.450	21.880	22.320	22.765
(4) Supplies Helper	20.595	21.005	21.210	21.635	21.835	22.270	22.715	23.170
(5)	<i>Re-evaluated to step 5 effective August 1998</i>							
(7)	<i>Re-evaluated to step 7 effective August 1998</i>							
(8)	<i>Re-evaluated to step 8 effective August 1998</i>							
(9)	<i>Re-evaluated to step 9 effective August 1998</i>							
(12)	<i>Re-evaluated to step 12 effective August 1998</i>							
(15)	<i>Re-evaluated to step 15 effective August 1998</i>							
(a)	<i>1st Flexible Work Practices Payment</i>							
(b)	<i>2nd Flexible Work Practices Payment</i>							



	May 1/97	May 1/88	Aug. (a) 3/88	May 1/99	July (b) 1/99	May 1/00	May 1/01	May 1/02
<b>Mechanical</b>								
Chief Electrician	27,175	27,720	28,180	28,745	29,245	29,830	30,425	31,035
Head Millwright	26,910	27,450	27,905	28,465	28,965	29,545	30,135	30,740
Head Instrument Mechanic	26,910	27,450	27,905	28,465	28,965	29,545	30,135	30,740
Head Pipefitter	26,910	27,450	27,905	28,465	28,965	29,545	30,135	30,740
Roll Lathe Operator	25,870	26,385	26,845	27,380	27,880	28,440	29,010	29,590
Leadhand	26,540	27,070	27,530	28,080	28,580	29,150	29,735	30,330
Trades	25,870	26,385	26,845	27,380	27,880	28,440	29,010	29,590
Journeyman Shift Engineer 2nd Class	26,540	27,070	27,530	28,080	28,580	29,150	29,735	30,330
* Shift Engineer 3rd Class	25,870	26,385	26,845	27,380	27,880	28,440	29,010	29,590
Assist. Shift Engineer 3rd Class	25,870	26,385	26,845	27,380	27,880	28,440	29,010	29,590
Services Helper 4th Year	20,020 23,965	20,420 24,410	20,625 24,870	21,040 25,365	21,540 25,865	21,970 26,380	22,410 26,910	22,860 27,450
Apprentice 3rd Year	22,105	22,460	22,940	23,400	23,900	24,380	24,870	25,365
Apprentice 2nd Year	21,315	21,580	22,120	22,560	23,060	23,520	23,990	24,470
Apprentice 1st Year	20,935	21,215	21,725	22,160	22,660	23,115	23,575	24,045
Apprentice								
+ 12 cents per hour if 2nd Class.								
<b>Technical</b>								
(14) Senior Paper Tester	22,610	23,060	23,655(16)	24,130	24,330	24,815	25,310	25,815
(11) Lab Technician	22,025	22,465	23,070(13)	23,530	23,730	24,205	24,690	25,185
(10) Paper Tester	21,810	22,245	22,450	22,900	23,100	23,560	24,030	24,510

(13) Re-evaluated to step 13 effective August 1998

(16) Re-evaluated to step 16 effective August 1998

(a) 1<sup>st</sup> Flexible Work Practices Payment

(b) 2<sup>nd</sup> Flexible Work Practices Payment

## First Aid

Rates for full time First Aid Attendants will be as follows:

	May 1/97	May 1/98	AY8 31/88	May 1/99	July 1/99	May 1/00	May 1/01	May 1/02
Level III	21.955	22.395	22,800	23.050	23.250	23.715	24.190	24.675
Level II	21.615	22.045	22.250	22.695	22.895	23.355	23.820	24.295

Employees designated to take responsibilities for First Aid on any shift will be paid, in addition to their regular rate, a First Aid bonus as follows:

Level III	0.60 /hour
Level II	0.50 /hour

or the Full Time Attendant's rate for the equivalent Ticket whichever is greater.

Paper testers and paper tester reliefs who work in the Technical Department must be designated First Aid Attendants who hold a valid first aid certification and as such will receive a 0.25 /hour first aid bonus. Such bonus shall be paid in addition to an employee's regular rate and will be paid for all hours worked.

A First Aid attendant authorized by the company to attend classes for obtaining, renewing or upgrading First Aid Ticket will be compensated for lost wages for his/her regular schedule.

### Audiometric Testing

The Lab Technician and the Senior Paper Tester, when certified to perform and performing audiometric testing, will receive a bonus of 25¢/hour for all hours worked.

## Section 11 - Overtime And Premium Pay

- Overtime at the rate of time and one-half shall be paid on only the following basis:

1. For all hours worked in excess of eight (8) hours in any one day, or in excess of eight (8) consecutive straighttime hours;

or

2. For all hours worked in excess of forty (40) hours in any one week;

or

3. For work performed on an employee's designated day off as provided for in Section 15 (a) of this Agreement.

- (b) Premium Pay, at the rate of time and **one-half**, shall be paid on only the following basis:

For all hours worked on any Sunday, or any Holiday as specified in Section 22 of this Agreement.

- (c) Time and one-half **shall** be paid only once on any time actually worked, and the one basis which results in payment of **the** largest amount of overtime shall be used; except as provided in Exhibit B.

- (d) All employees who work in excess of eight (8) consecutive hours shall have the option of receiving the overtime premium on the basis of this Section or of receiving straight time for hours in excess of eight (8) consecutive hours and taking equivalent time off in units of not less than four (4) hours at the hourly rate for the job when the work was performed, at a time **suitable** to the employee and the Company during the contract year. Any overtime remaining at the end of the contract year in which it is banked may be carried over to the next contract year for purposes of taking equivalent time off. if equivalent time off is not taken by the end of the contract year, following the contract year in

which it is earned, the Company shall pay the deferred one-half premium pay. Employees who choose to bank overtime may later re-elect to receive the deferred one-half premium pay.

When the banked time off is requested in writing seven (7) days in advance, employees shall receive written notice of the disposition of their request a minimum of seventy-two (72) hours prior to the requested time off. The payment of overtime shall not be a factor in cancelling approved time Off.

- (e) A day worker who prior to 6:00 a.m. is called back to work on a breakdown or emergency clothing or wire change after completion of eight (8) hours work shall be paid according to the Labour Agreement for those hours up to 8:00 a.m. However, if the employee continues to work through into the next day after 8:00 a.m. the overtime payment will continue to the completion of the specific job that necessitated the call-in. It is understood that **should** the breakdown continue, the above clause **would** only apply for the **first day**.

If the original employee who was called in is replaced by another employee, and the **original** employee is placed on another job. he will still receive the overtime payment until the specific job that he was called in to do is completed.

It is further understood that when there is a team of employees called in, the continuation of overtime is **only** to the point when the employee has completed his portion of the job.

- (f) The Company agrees that employees may carry over Sunday Letter and Statutory Holiday time earned when

sufficient straight time hours are unavailable that week. The hours may be carried over after the week in which they are earned, provided a regular work schedule is being followed.

## Section 12 – Shift Differential

(a) Tour Workers:

- i. Tour workers following compressed work week schedules shall be paid the following shift differential in addition to the hourly rate for all work performed as follows:

	<b>1998</b> (% of base rate)	<b>2000</b> (% of base rate)
8:00 a.m. to 8:00 p.m.	2.25%	2.50%
8:00 p.m. to 8:00 a.m.	4.00%	4.25%

- ii. Where tour work is scheduled 8-4, 4-12 and 12-8, the following shift differentials will be paid in addition to the hourly rate on all work performed:

	<b>1998</b> (% of base rate)	<b>2000</b> (% of base rate)
8:00 a.m. to 4:00 p.m.	1.75%	2.00%
4:00 p.m. to 12:00 a.m.	3.30%	3.55%
12:00 a.m. to 8:00 a.m.	4.25%	4.50%

- iii. Tour workers not employed on a 20 or 21 shifts per week schedule:

	<b>1998</b> (% of base rate)	<b>2000</b> (% of base rate)
4:00 p.m. to 12:00 a.m.	2.00%	2.25%

**12:00 a.m. to 8:00 a.m.**      3.00%      **3.25%**

(b) Day Workers:

Day workers scheduled in advance to work on other than their normal day shift will receive shift differential in addition to the hourly rate for all work performed as follows:

	<b>1998</b>	<b>2000</b>
	(% of base rate)	(% of base rate)
4:00 p.m. to 12:00 a.m.	2.00%	2.25%
12:00 a.m. to 8:00 a.m.	3.00%	3.25%

Note: Day workers normally scheduled in excess of eight (8) hours in a day will receive the appropriate shift differential for all hours in excess of eight (8) hours as outlined above.

(c) All Employees:

The company shall not include the shift differential in any employee's wage rate for the calculation of overtime.

### Section 13 – Allowance For Failure To Provide Work

(a) **No Work**

An employee who is required to report and does report for work shall, if no work is provided, be paid two (2) hours for reporting.

(b) **Where Shift Commenced**

An employee who has commenced his regular scheduled shift shall be paid a minimum of four (4) hours pay, except in cases of accident, breakdown, interruption of power, or acts of God, in which cases he shall be paid a minimum of

two **(2)** hours pay, and except in cases where Call Time is payable, as provided in Section 14 hereof.

- (c)
1. In the event of either (a) or (b) above, if the employee requests other work and work is available he will be paid the job rate for the work performed in lieu of the pay to which he is entitled under (a) or (b) above.
  2. If, however, the Company directs the employee to do other work, the employee will be paid the job rate for the work performed or his regular rate, whichever is the "higher", in lieu of the pay to which he is entitled under (a) or (b) above.

#### Section 14 – Call Time

- (a) Qualifying Conditions:

An employee shall receive two **(2)** hours Call Time at the straight time rate in addition to pay for time actually worked under the following conditions:

1. Call to **Work Following a Shift**

When required to report for work after completing his designated shift.

2. **Call to Work on a Designated Day Off**

When required to report for work on a designated day Off.

3. **Statutory Holiday Work**

For any work performed on a holiday as specified in Section 22 - Holidays.

4. **Assignment of Work Not Connected with Initial Call-In**

When a Day Worker is required to report for work in accordance with 1. or 2. above, he shall receive one (1) additional Call Time payment if the initial call-in was to perform emergency work and he is then required to perform work other than that which necessitated the call-in.

5. Call List Employee Called **in** on Overtime

When a "call list" employee is required to report for work on an overtime shift.

(b) Payment:

1. The employee shall receive a minimum payment of four (4) straight time hours' pay including payment for Call Time and time worked but not the payment provided in (a) 4.
2. Not more than one (1) basis shall be used to cover the same period of work except as provided in (a) 4.
3. The Call Time payment will not be added to or paid in lieu of allowances payable under Sections 9, 13 and 16.

**Section 15 – Days Off And Schedule Of Shifts**

(a) Relief employees, employed to provide relief of employees who **follow** regular schedules, will be scheduled when required for coverage. The Company **will** designate regular periodic days off for all other employees and **will** not change such designation without notice except in the case of breakdown. The Company shall use **its best efforts**

1. to schedule days off for relief employees on a consecutive basis; and



2. to provide established schedules for relief employees.

- (b) In the event the day or days off are changed to follow the original designated day or days off, then forty-eight (48) hours' notice will be given in advance of the original day or days off. In the event the day or days off are changed to precede the original designated day or days off, then forty (40) hours' notice must be given in advance of the new day or days off.
- (c) It is agreed that when **sufficient** notice is not given, then overtime will be paid for work **performed** on the original day or days off.
- (d) The employees may change their day or days off by mutual arrangement with the Supervisor and the Shop Steward of the department concerned without penalty to the **employer**.
- (e) Where a system of days off is now in effect, same **shall** remain in effect as **long** as mutually satisfactory to the Union and the Company. It being understood that this has reference to a mill system of days off **and** not to the individual employee's days off.
- (f) If an employee's scheduled day off falls on a Statutory Holiday recognized by **this** Agreement, **he/she** shall have the option of deferring the equivalent **time** off with the Statutory Holiday pay.

The employee shall notify the Company ~~seven~~ (7) days prior to the Statutory Holiday of **his/her** intent and the day off in lieu shall be taken within ninety (90) days of the Statutory Holiday, or the Statutory Holiday pay **will** be paid out and the day forfeited. It is understood that the scheduling of a day off in lieu **will** be at a time suitable to the employee and Company.

- (g) When the Company changes an employee's shift schedule after the start of the week without notification being given during the first eight (8) hours of his last shift preceding the new shift the employee shall receive two (2) hours penalty payment at the straight time day rate for the first shift worked resulting from the change.

If the change in shifts during the week is temporary, the penalty payment is not payable for the second change in shifts when the employee returns to his previously established shift schedule.

When an employee's established shift schedule is changed, the Company will, whenever practicable, notify the employee personally of the change.

#### **Section 16 – Fourdrinier Wire Allowance For Tour Workers**

- (a) Tour Workers called to put on Fourdrinier wires at a time other than their regular tour and who are dismissed before their tour is scheduled to begin, shall be paid for the time worked plus three (3) hours but not less than a total of six (6) hours on any one wire.
- (b) If Tour Workers are called to put on a Fourdrinier wire before their shift is scheduled to begin and work through into their regular shift they shall be paid for the time worked plus three (3) hours. If Tour Workers are asked to remain after their shift is scheduled to end, to put on a Fourdrinier wire, they shall be paid for the time worked plus three (3) hours.

#### **Section 17 – Starting And Stopping Work Of Tour Workers**

- (a) When a tour begins, each Tour Worker is required to be in his place, At the end of a shift no Tour Worker shall leave

his place to wash up and dress until his mate has changed his clothes and reported to take on responsibility of the position. If a Tour Worker does not report for his regular shift, his mate shall notify the Supervisor. The Tour Worker shall remain at his post until a substitute is secured, and if necessary, he shall work one extra shift.

- (b) It is the duty of the worker to report for his regular shift, unless he has already arranged with the Shift Supervisor for a leave of absence. If unavoidably prevented from reporting, he must give notice to the Shift Supervisor as follows:

Day Shifts - at least two (2) hours before shift goes on duty.

Afternoon and Night Shifts - at least four (4) hours before shift goes on duty.

- (c) Where a Tour Worker has been absent from work for one or more shifts, he shall be required to give notice of intention to report for his next regular shift to the Shift Supervisor as follows:

Shift 8 a.m. – 4 p.m. .... at least 14 hours

Shift 4 p.m. – 12 p.m. .... at least 6 hours

Shift 12 p.m. – 8 a.m. ....atleast 12 hours

#### Section 18 – Starting And Stopping Work Of Day Workers

- (a) Day Workers shall be at their respective posts ready to begin work at the time their pay starts and shall not quit work in advance of the time their pay stops.
- (b) It is the duty of the worker to report for his regular shift, unless he has already arranged with his Supervisor for a

leave of absence. **If** unavoidably prevented from reporting, he must give notice to the Shift Supervisor as follows:

**Day Shift** – at least two (2) hours before shift goes on duty.

**Afternoon and Night Shifts** – at least four (4) hours before shift goes on duty.

- (c) Where a Day Worker has been absent from work for one or more shifts he shall be required to give notice of intention to report for his next regular shift to the Shift Supervisor as follows:

Day Shift – at least fourteen (14) hours

**Afternoon Shift** – at least six (6) hours

Night Shift-at least twelve (12) hours

#### **Section 19 – Meals**

- (a) If an employee is required to work more than one (1) hour beyond the end of his regular scheduled shift management will arrange for a meal, hot if possible, to be provided at the expense of the employer and similarly, an additional meal will be furnished for each additional four (4) consecutive hours worked.
- (b) Any regularly scheduled employee called in two (2) hours or less prior to the official change of shift time will be provided meals, hot if possible, at the normal meal hours or as close to that time as can conveniently be arranged.
- (c) Any Call List Employee required to work on an overtime basis will be entitled to meals if he/she qualifies under the time limits of (b) above. In addition, if a Call List Employee is called in to work in an emergency situation as determined by a Supervisor, without time to prepare for a meal, he/she shall be provided meals, hot if possible, at the normal meal

hours or as close to that time as can conveniently be arranged.

## **Section 20 – Disciplinary Action**

The company may discharge or discipline employees for just and reasonable cause.

The presence of a Shop Steward is mandatory, unless waived by the employee, at any meeting during which the employee is disciplined.

The disciplinary record of an employee, including letters of reprimand or warnings, shall not be used against him/her at any time after twelve (12) months.

In cases involving suspension, the disciplinary notice will remain on the employee's file for twenty-four (24) months, and not used after that period provided no other discipline has occurred during that time.

## **Section 21 – Adjustment Of Complaints**

- (a) Standing Committees shall be maintained in the following manner:
1. The Vice President and Resident Manager of the Company (or his representative) shall appoint a Company Standing Committee of three (3) individuals which shall represent the Company.
  2. The Local Union of the Communications, Energy and Paperworkers Union of Canada shall select from its membership a Union Standing Committee of three (3) which shall represent that Local Union For the purposes stated in this Agreement.

- (b) Should there be any dispute or complaint as to the interpretation of any of the clauses of this Agreement, or any grievance arising out of the operation of this Agreement, except in cases of discharge or suspension, the employee shall continue to work as per the conditions existing prior to the time the dispute, complaint or grievance arose, and such dispute, complaint or grievance shall be reviewed in accordance with the following procedure:

### Preamble

It is mutually desired and intended by the parties that any dispute or complaint arising out of the interpretation of this Agreement will be communicated by the employee to his/her Supervisor in order to provide an opportunity for discussion and timely resolution, prior to the issue becoming a grievance.

if an employee is not satisfied with the resolution offered by his/her immediate Supervisor he/she may then initiate a grievance.

### Step 1

The grievance shall first be taken up with his/her Supervisor by the employee with a Shop Steward.

### Step 2

If no satisfactory settlement is made, the employee may, within thirty (30) days, refer the question to the Union Standing Committee. Within three (3) days after written notification by either the Union or Company Standing Committee to the other of the existence and nature of any grievance the Company Standing Committee and the Union Standing Committee shall agree on a mutually

satisfactory date and time for a meeting thereon, but in no case longer than five (5) days after such notice is given. Subjects not listed on the written notice shall nevertheless be dealt with. Grievances other than those involving individual employees may be initiated at Step 2 by either party.

### Step 3

If the two Standing Committees are unable to arrive at a satisfactory settlement within five (5) days, the question may, within thirty (30) days, be taken up directly with the Vice President and Resident Manager of the Company (or his representative).

### Step 4

If the Vice President and Resident Manager of the Company (or his representative) and Local Union are unable to come to a satisfactory settlement, the matter may, within thirty (30) days, be referred to an Arbitrator.

- (c) The Company and the Union will endeavor to agree upon the selection of the Arbitrator. In the event the Company and the Union are unable to agree upon the selection of the Arbitrator, they will apply, within the thirty (30) day period, to have the Arbitrator appointed under the provisions of Section 86 of the Labour Relations Code.
- (d) The Arbitrator shall be restricted to interpreting and applying the provisions of this Agreement and shall have no authority to alter, modify, subtract from or supplement them in any way.
- (e) After the Arbitrator has been chosen by the foregoing procedure, he shall meet and hear evidence of both sides

and render a decision within fifteen (15) days after he has concluded his hearings, said decision to be final and binding upon all parties to this Agreement.

- (f) The parties shall bear in equal portions the fees and expenses of the Arbitrator and rental of any premises used for the hearing.
- (g) In the case of discharge or suspension which the Arbitrator has determined to have been unjust, the Arbitrator shall order the reinstatement of the employee and shall award him back pay. In the case of back pay, should there be any doubt in the opinion of the Arbitrator, the Arbitrator may order all or part back pay as he deems fit
- (h) It is understood that in all discussions concerning grievances, any National Officer may accompany the Union Standing Committee in their meetings and the National Officers shall call upon members of the Union Standing Committee or any other employee to accompany them in their meetings with Company Officials
- (i) In the event a grievance has not advanced to the next step within the time limits set forth in (b) above, then the grievance shall be deemed to be abandoned and all rights of recourse to the Adjustment of Complaints under this Agreement in respect of this grievance shall be at an end. The time limit between steps may be extended by mutual consent.



## Section 22 - Holidays

### (a) Recognized Days

The following shall be recognized Statutory Holidays:

<b>New Year's Day</b> .....	<b>40</b> hours
(4:00 p.m. December 31 to 8:00 a.m. January 2)	
<b>Easter Monday</b> .....	<b>24</b> hours
(8:00 a.m. Monday to 8:00 a.m. Tuesday)	
<b>Canada Day</b> .....	24 hours
(8:00 a.m. July 1 to 8:00 a.m. July 2)	
<b>Labour Day</b> .....	<b>24</b> hours
(8:00 a.m. Monday to 8:00 a.m. Tuesday)	
<b>Christmas Eve</b> .....	<b>24</b> hours
(8:00 a.m. December 24 to 8:00 a.m. December 25)	
<b>Christmas Day</b> .....	<b>24</b> hours
(8:00 a.m. December 25 to 8:00 a.m. December 26)	
<b>Boxing Day</b> .....	24 hours
(8:00 a.m. December 26 to 8:00 a.m. December 27)	

### (b) Adjustment in Hours

The hours or days of commencing and ending specified above, may be varied by mutual agreement of the Management and the Union Standing Committees, and the specified hour of commencing and ending will be adjusted to coincide with the regular hours of changing shifts.

in the event that Canada Day falls on Sunday, the following Monday will be observed and the specified hours correspondingly changed

**(c) Holiday Work**

1. Production and/or maintenance work may be performed on any Statutory Holiday.

Management will provide the Union with not **less** than thirty (30) days notice of the general scope of operating and/or maintenance plans on Statutory Holidays. Unanticipated conditions preventing the company from operating as outlined or carrying out maintenance requirements may reduce the scope of these plans.

2. On Christmas Eve, Christmas Day and Boxing Day operational and maintenance manning required will be identified on a scheduled crew basis. Any employee scheduled to work who wishes to be excused from **working** on a particular Statutory Holiday will be accommodated provided a request for leave is requested seven (7) days in advance of the Statutory Holiday and provided that a trained volunteer can be found to replace **him/her** for the shift. If no trained volunteer is found, the employee **will** be required to work the shift

**(d) Pay for Holiday Work**

1. Overtime **shall** be paid for all work performed during holidays at the rates hereinafter specified.
2. An employee who works on such a holiday shall receive equal time off with pay at his straight time hourly rate. Such time off shall be treated in the same manner as a Special (Personal) Floating Holiday.

3. An employee who works at Christmas shall be paid double time for work during that period identified in Section (c) 2. above.

(e) **Qualifying Conditions**

In addition to any other compensation earned, any employee who is on the payroll of the Company on any of the foregoing recognized Statutory Holidays will be granted eight (8) hours' pay at the straight time rate of the employee's last regularly scheduled shift, subject to compliance with all of the conditions set forth below:

1. The employee must have been on the payroll for not less than sixty (60) days just preceding the holiday and must have previously qualified for a Statutory Holiday as provided in (4) below, and
2. The employee must have worked at least one (1) day during the sixty (60) day qualifying period just preceding the holiday, and
3. The employee must have worked his scheduled workday before, and his scheduled workday after. such holiday, unless failure to work his scheduled workday before or after the holiday was due to any of the following events:
  - i) When the employee is on his regular authorized paid vacation;
  - ii) When the employee is unable to work by reason of an industrial accident as recognized by the Workers' Compensation Board or non-occupational sickness or injury;
  - iii) When the operation in which the employee is engaged is curtailed or discontinued by the decision

of Management and which curtailment or discontinuance changes or eliminates the employee's scheduled workday before, or his scheduled workday after, such holiday;

- iv) When a trade in shifts agreed upon between employees and approved in advance by Management results in a temporary change of the scheduled workday before, or the scheduled work day after, the holiday, provided the employee works the shift agreed upon;
4. The employee who has been on the payroll for at least sixty (60) days but who has not previously qualified for a Statutory Holiday **will** qualify for the holiday if he has worked a minimum of one hundred eighty (180) hours during the sixty (60) day qualifying period just preceding the holiday and meets the requirements of (2) and (3) above.
  5. Time lost as a result of an accident as recognized by the Workers' Compensation Board, suffered during the course of employment, or time lost as a result of non-occupational sickness or injury shall be considered as time worked for the purpose of qualifying for a recognized paid holiday, it being understood that the employee **will** only be entitled to this credit for time while on Workers' Compensation or non-occupational sickness or injury for a period of up to but not exceeding one (1) year from the date of his sickness or injury.
  - 6 It is understood and agreed, however, that an employee shall not receive the above provided holiday pay if he has agreed to work on such holiday and fails or refuses to

work, except in the case where bona fide sickness, or other bona fide reason approved by Management, prevents his working on such holiday.

### Section 23 – Special (Personal) Floating Holidays

The following provisions shall apply to Special (Personal) Floating Holidays:

- (a) There shall be granted annually five (5) Special (Personal) Floating Holidays with pay to regular full-time employees, such special holidays to be arranged at a time suitable to the employee and the Company, during the period May 1 to April 30 so that there will be no loss of production.
- (b) For each Special (Personal) Floating Holiday taken, an employee will be granted eight (8) hours' pay on the straight time rate of the employee's regular job subject to the following:
  - 1. A new employee must have been on the payroll for not less than ninety (90) days to qualify for his first Special (Personal) Floating Holiday and on the payroll for one hundred eighty (180) days to qualify for his subsequent Special (Personal) Floating Holidays.
  - 2. Employees will not qualify for Special (Personal) Floating Holidays if on leave of absence of more than nine (9) months in the Contract year except in the case of sickness or injury.
  - 3. If any employee is required to work on any of these Special (Personal) Floating Holidays, after a definite date has been designated for such holidays, the employee shall be paid overtime for such work at the rate of time and one-half. The employee will then be entitled to take

the said holiday or holidays with pay at a later date to be mutually agreed upon.

4. When the holiday is requested in writing seven (7) days in advance, the payment of overtime shall not be a factor in the granting of Personal Floating Holidays. The employee shall receive written notice of the disposition of his request a minimum of seventy-two (72) hours prior to the requested Personal Floating Holiday.
- (c) Effective May 1, 1998 there shall be granted five (5) twelve hour Special (Personal) Floating Holidays to those employees who are defined as tour workers.
- (d) The entitlement year for Special (Personal) Floating Holidays expires on April 30, each year.

## Section 24 – Vacations

### (a) Entitlement:

Subject to the requirements of this Section, every employee is entitled to a vacation and vacation pay as follows:

An employee who is on the payroll on May 1st, who has been continuously employed during the qualifying period, and who has:

	Length of Vacation	Vacation Pay being the greater of % of the total wages earned by the employee during the preceding vacation period: or hours pay at the hourly rate of the employee's regular job
been employed for less than one year and does not qualify under 2. Below.	1/4 day for each full week of actual work performed during the preceding vacation period. provided no vacation of less than one day will be granted:	
been employed for less than one year but has worked not less than 1,500 hours during the preceding vacation period, OR been employed for not less than one year and who has not less than	2 weeks	4 1/2% or 80 hours

<p>1,200 hours during the preceding vacation period, including hours paid for Vacations. <b>Supplementary Vacations:</b> Statutory Holidays: Special (Personal) Floating Holidays: Jury or Witness Duty: Bereavement Leave: <b>Contractual Steam Plant Apprenticeship and First Aid Leaves; Banked Days Off and Days OH in lieu of won performed on a statutory Holiday:</b></p>		
qualified for his 2nd vacation under this agreement	<b>3 weeks</b>	6 1/2% or 120 hours
qualified for his 7th vacation under this agreement	<b>4 weeks</b>	8 1/2 % or 160 hours
qualified for his 14th vacation under this agreement	<b>5 weeks</b>	10 1/2% or 200 hours
qualified for his 23rd vacation under this	<b>6 weeks</b>	12 1/2% or 240 hours
qualified for his 29th vacation under this agreement	<b>7 weeks</b>	14 1/2% or 280 hours



**(b) Additional Pay**

In addition to the vacation pay to which an employee is entitled under Section (a) above, each employee shall, on qualifying for vacation under categories 2., 3., 4., 5., 6., and 7. above, be entitled to an additional amount of vacation pay equivalent to ten (10) hours' pay at the hourly rate of the employee's regular job in respect of the first week of his vacation.

**(c) Payment on Termination**

In the event an employee's employment terminates either before he becomes entitled to a vacation with pay or, being entitled to it, before he takes it, he shall be paid on termination **4½%**, **6½%**, **8½%**, **10½%**, **12½%** or **14½%** (depending on whether he belongs in the category of employees described in 1., 2., 3., 4., 5., 6., or 7. above respectively) of his wages earned during the period of employment ending with his termination in respect of which no vacation or vacation pay to which he remains entitled has been paid or taken.

**(d) General Rules**

1. The vacation period is May 1 to April 30.
2. Vacations with pay provided in accordance with (a) above for employees in category 1. may not be counted when determining whether an employee has qualified for the vacations provided under (a) for employees in categories 3., 4., 5., 6., or 7.
3. Vacations with pay are not cumulative and must be taken during the vacation period except as provided for below:

4. Vacations earned under Section (d) 4
  - i) At the start of the vacation year, employees may elect to receive all, part or none of their vacation pay in advance in full weekly increments.
  - ii) Employees shall have the option at any time during the vacation year to bank vacation entitlement in excess of the statutory minimum to a maximum of two (2) weeks per year for which the vacation pay in advance has not been paid. Employees may accumulate a maximum of six (6) weeks vacation in the bank.
  - iii) Banked vacations must be taken prior to retirement and **will** be paid at the employee's current rate of vacation pay at the time when taking the banked vacation time off
5. A vacation with pay provided under (a) above for employees in category 1. may be taken during the vacation period in which the entitlement thereto is established, or during the next following vacation period.
6. **No** employee may continue to work and draw vacation pay in lieu of taking the vacation.
7. The allocation of vacation time is to be decided by the Company. However, the Company will endeavor by discussion with the employees or the Union, to arrange vacations to suit the employees' wishes.
8. Time lost as a result of an accident recognized as compensable by the Workers' Compensation Board,

suffered during the course of employment with the Company, shall be considered as time worked for the purpose of calculating vacation entitlement upon return to work.

9. Time not exceeding one year, lost as the result of a non-occupational accident, illness, or approved maternity leave, shall be considered as time worked for the purpose of qualifying for vacation provided that at the time of the accident or illness or commencement of maternity leave, the employee has been on the payroll for not less than one (1) year and returns to employment. It is understood that the employer may require that the employee provide a certificate from a qualified medical practitioner.
10. Time exceeding one (1) year shall be recognized as uninterrupted service for the purpose of establishing vacation time off, upon return to work.
11. Time lost as the result of lay-off shall not be considered as time worked for the purpose of qualifying for a vacation.
12. When operating conditions permit, the Company agrees in principle to granting two (2) days' leave of absence to allow Shift Workers on a seven (7) day schedule a full seven (7) day tour off, for one (1) week's vacation - five (5) days with pay and two (2) days without pay.

(e) **Computation of Vacation Pay**

Where an employee's vacation pay for the current year is to be computed as a percentage of his "total wages earned" in the previous year, such "total wages earned" shall include

the amount of vacation pay the employee received in the previous year.

## Section 25 – Supplementary Vacation

- (a) After completing five (5) or more years of continuous service with the Company, an employee shall, in addition to the regular vacation to which he is entitled, become eligible to receive a Supplementary Vacation with pay each five (5) years as set forth below:

Years of Completed Continuous Service	Weeks of Supplementary Vacation
After Five (5)	One (1)
After Ten (10)	Two (2)
After Fifteen (15)	Two (2)
After Twenty (20)	Three (3)
After Twenty-Five (25)	Three (3)
After Thirty (30)	Four (4)
After Thirty-Five (35)	Four (4)
After Forty (40)	Five (5)

- (b) The Supplementary Vacation may be taken in conjunction with the regular vacation to which the employee is entitled provided such regular vacation is not scheduled to be taken during the months of July or August. In which event the Supplementary Vacation shall be taken at a time to be agreed upon by the Company and the employee.
- (c) The Supplementary Vacation must be taken prior to the employee becoming eligible for his next earned period of Supplementary Vacation as provided for in Section (a) above.

- (d) One (1) week supplementary Vacation pay shall be equal to forty (40) hours at the straight time hourly rate of the employee's regular job.
- (e) For the purpose of determining eligibility for Supplementary Vacation, an employee's service shall be calculated from the date of his joining the Company
- (f) At retirement or termination from the Company an employee who has completed five (5) or more years of *service* shall be entitled to that portion of Supplementary Vacation Pay proportionate to number of years of *service* completed subsequent to his last five-year entitlement period.
- (g) An employee may elect to take the above supplementary Vacation one or more days at a time in accordance with the above schedule and provisions.

If the employee wishes to elect this option he **must** advise the Company in writing of his election within three (3) months of the eligible date of each five (5) year period as outlined in (e) above. However, employees may revoke this option at any time during the five (5) year period and take any remaining supplementary Vacation days as weeks. Any remaining Supplementary Vacation days that cannot be taken in multiples of five (5) will be taken in one block.

## Section 26 – Bulletin Board

The Company shall supply adequately enclosed official bulletin boards for the use of the Union in posting of officially signed Union Bulletins.

## Section 27 – Welfare Plan

The Company shall make available to its employees a Welfare Plan, pursuant to the terms and conditions of Exhibit "A", which is attached hereto and forms part of this Agreement

## Section 28 – Bereavement Leave

- (a) When death occurs to a member of a regular full-time employee's immediate family, the employee will be granted an appropriate leave of absence and he shall be compensated at his regular straight-time hourly rate for hours lost from his regular schedule for a maximum of three (3) days.
- (b) Members of the employee's immediate family are ~~defined~~ as the employee's spouse, mother, father, brothers, sisters, sons, daughters, step-children, mother-in-law, father-in-law, son-in-law and daughter-in-law, step-parents, grandparents and grandchildren.
- (c) Compensable hours under the terms of this section will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but **will** not be counted as hours worked for the purpose of computing overtime.

## Section 29 – Pension Plan

The members of Local 789 of the Communications, Energy and Paperworkers Union of Canada covered by this Agreement are included in the Pulp and Paper Industry Pension Plan. The Company agrees to contribute to the Plan in accordance to the contribution rates established under the Plan.

## Section 30 – Job Elimination

### (a) Definition

Job elimination means permanent loss of employment as the result of Company decisions to eliminate positions, excluding those in item (b) below.

### (b) Exclusions

No payment will be made under (e) in cases:

1. of **curtailment** of a temporary or indefinite duration;
2. of employees hired for work of known or temporary duration;
3. where the employee has already qualified under technological change or permanent mill closure provisions.

### (c) Notice

The Company will advise the Standing Committee at least forty-five (45) days prior to such job elimination. Crew reduction will be in accordance with Section 8 - Seniority.

### (d) Elimination Options

An employee who qualifies under (a) above may elect one of the following options:

1. Recall and seniority retention as per Section 8 - Seniority or

2. Severance allowance as per (e) below.

Such an employee must elect his options within thirty (30) days of notification that his loss of employment is permanent. If Option 2, is selected, the employee will be deemed to have terminated, effective the last day worked. Where a temporary curtailment becomes permanent, severance eligibility will be determined by the status of the employee at the time of the temporary curtailment.

(e) Severance Allowance

Severance Allowance will be calculated by one of the two following methods based on the last period of continuous service, it being the choice of the affected employee as to which of such methods of calculation is used.

Years of Employment	Severance Allowance	
earnings	Weeks/Yr*	% of
1st Ten Years	2	4%
Subsequent Years	1	2%
<b>MAXIMUM SEVERANCE ALLOWANCE</b>		<b>45 weeks</b>
1,800 hours		

\*Computed on the basis of forty (40) straight time hours at the employee's regular rate.

For employees with a minimum of *one (1) year's* employment during their last period of continuous service, severance allowance shall not be less than four (4) weeks' pay.

The severance allowance will not be more than the employee would normally receive if he remained at work at forty (40) hours per week to his normal retirement date.



At the time of separation, the employee shall have the option of receiving his severance allowance on termination, or he may elect to have his severance allowance held in abeyance for up to one year from the date of termination. He may apply in writing at any time during the year, at which time his full severance allowance will be paid forthwith.

There will be no payment under this clause if the employee has already qualified for severance payment under Section 31 - *Job Security* or Section 32 - *Permanent Plant Closure*.

### **Section 31 – Job Security**

- (a) In view of the interest and concern by the parties in the impact on manpower and conditions of employment resulting from mechanization, technological changes and automation, it is recommended that the parties utilize to the best advantage of the Company and of the employees all scientific improvements.
- (b) Technological change, which term shall include automation, mechanization, and process change, means the introduction of equipment or material of a different nature or kind than that previously utilized, or a change in the operation that is directly related to the introduction of that equipment or material.
- (c) The Plant Standing Committees will constitute a joint committee on automation. It shall be the function of the Committee to study the effect of mechanization, technological changes and automation on employment in the mill, and to make such recommendations as are agreed upon to the Vice President and Resident Manager (or his representative) to ensure that the interests of the Company and of the employees are fairly and effectively protected.

- (d) The Company will advise the Committee as soon as possible, and in any case, not less than one hundred eighty (180) days before the introduction thereof, of mechanization, technological changes and/or automation, which the Company has decided to introduce and which will result in termination or other significant changes in the employment status of employees,

The Company will advise the appropriate committee or committees as soon as possible and in any case, not less than thirty (30) days before the expected date of the change of the anticipated time sequence of final installation and production start-up and the anticipated effect on the job status of individual employees.

(e)

1. In the event that it is necessary, crews will be reduced in accordance with the Seniority Section of this Agreement.
2. An employee who is set back to a lower paid job because of mechanization, technological change or automation, will receive the rate of his regular job at the time of the set back, for a period of six (6) months, and for a further period of six (6) months, he will be paid an adjusted rate which will be midway between the rate of his regular job at the time of the set back and the rate of his new regular job. At the end of this twelve (12) month period, the rate of his new regular job will apply. However, such employee will have the option of terminating his employment and accepting severance pay as outlined in Sub-Section (f) 1. below, provided he exercises this option within the above referred to twelve (12) month period. In order to be entitled to claim severance pay, the employee must have actually been assigned to a lower paid job as a result of the mechanization, technological change or automation.

- 3 An employee assigned to an equal or higher rated job because of mechanization. technological change or automation **will** have the option of terminating his employment and accepting severance pay as outlined in Sub-Section (f) 1. below if the job should be proved to be unsuitable, provided he exercises his option within six (6) months of starting on the job. The term "proved to be unsuitable" means the employee must show that there is an objective basis for concluding the job is unsuitable for him.

(f)

- 1 An employee with one (1) or more years of continuous service for whom no job is available because of mechanization. technological change or automation **will**, upon termination, receive a severance allowance calculated by one of the two following methods based on his last period of continuous service. it being the choice of the affected employee as to which of such methods of calculation is used.

Years of Employment	Severance Allowance	
	Weeks/Yr*	% of
earnings		
1st Ten Years	2	4%
Subsequent Years	1	2%
<b>MAXIMUM SEVERANCE ALLOWANCE</b>		45 Weeks
	1,800 Hours	

\* Computed on the basis of forty (40) straight time hours at the employee's regular rate.

For employees with a **minimum** of one (1) year's employment during their last period of Continuous service, severance allowance shall not be less than four (4) weeks' pay.

2. Such employees for whom no employment is available will be given at least thirty (30) days' notice of separation.
3. At the time of separation, the employee shall have the option of receiving the severance allowance on termination, or he/she may elect to have his/her severance allowance held in abeyance for up to one (1) year from the date of termination. He/She may apply in writing at any time during the year, at which time his/her full severance allowance will be paid forthwith.

Where the right of recall and seniority retention under Section 8 is elected, the employee's severance allowance will be held in abeyance for the duration of his/her recall rights at which time the employee will be terminated and his/her severance allowance paid forthwith.

Where the employee renounces the right of recall during this period, the employee will be terminated and his/her severance allowance paid forthwith with all seniority and recall rights being forfeited.

- (g) The Company agrees to participate in a program of training or retraining for another job within the operation for those employees who are displaced under the circumstances set forth in this section.
- (h) There will be no payment under this clause if the employee has already qualified for severance payment under Section 30 - Job Elimination or Section 32 - Permanent Plant Closure.

## **Section 32 – Permanent Plant Closure**

### **(a) Notice**

An employee terminated as a result of a permanent planned closure of the Mill shall be given a minimum of sixty (60) days' notice of closure.

### **(b) Severance Allowance**

Such employees shall be entitled to a severance allowance based on his/her years of employment during their last period of continuous service computed on the basis of forty (40) straight time hours at the employee's regular rate on the following basis:

For the first 10 years of employment – 2 weeks pay per year.

For subsequent years of employment – 1 weeks pay per year.

For employees with a minimum of one (1) year's employment during their last period of continuous service, the severance allowance shall not be less than four (4) weeks pay.

There will be no payment under this clause, if the employee has already qualified for severance payment under Section 30 -Job Elimination or Section 31 -Job Security.

## **Section 33 – Mutual Responsibilities**

It is recognized by this Agreement to be the duty of the Company to explain fully the terms of this Agreement to all its Officers, Supervisors and others engaged in a supervisory capacity and it is recognized to be the duty of the Union to explain fully to its members, its and their responsibilities and obligations under this Agreement.

### **Section 34 – Job Evaluation Plan**

It is agreed that there shall be a Job Evaluation Plan, the provisions of which are set forth in Exhibit "F", which is attached hereto and forms part of this Agreement.

It is understood that the Job Evaluation Plan shall not be subject to the Grievance Procedure as set forth in Section 21 -Adjustment of Complaints. Any dispute which may arise thereunder, shall be dealt with as provided in the Job Evaluation Plan.

### **Section 35 – Environmental Protection**

If the Local Union requests, a joint Environmental Protection Committee will be established at the Mill. The purpose of the Committee will be to function as a communications group to receive information, review problem areas, and make appropriate suggestions.

### **Section 36 – Leave Of Absence**

- (a) The Company agrees that it is proper to grant leave to employees who have been elected or appointed to office in the Union, or who have been nominated, elected or appointed to the Federal, Provincial, Municipal or Aboriginal office. However, it is not the intention of the Company to grant life-time leaves of absence.

An employee appointed or elected to full time office in his Union, or to Federal, Provincial, Municipal or Aboriginal office. shall be granted as much leave as is necessary during the term of such office.

- (b) The Company will grant extended maternity leave without pay to female employees to a maximum of six (6) weeks in excess of that provided in the Employment Standards Act where there

is a valid and documented medical reason applicable to the health or well-being of the mother and/or child.

- (c) Granting of leave is a matter between the employee and Management. The Company will consider length of service and will endeavor to arrange leave of absence to suit the employee's wishes. Employees with ten (10) or more years of service and employees over sixty (60) years of age will be given special consideration

### **Section 37 – Metric Tools**

The Company will make available tradesmen's tools required upon the introduction of the metric system.

### **Section 38 – Jury Duty**

- (a) Wage Compensation

Any regular full-time employee who is required to report for Jury selection. Jury Duty, Coroner's Inquest or who is subpoenaed to serve as a witness in a court action, save and except actions involving the Company or Trade Union, unless subpoenaed by the Crown, on a day when he/she would normally have worked, will be reimbursed by the Company for the difference between the pay received in such duty and his/her regular straight time hourly rate of pay for his/her regularly Scheduled hours of work necessarily lost. It is understood that employees will be reimbursed by the Company for the difference between the pay received for such duty and his/her straight time rate of pay for his/her regularly scheduled hours of work in that week. The employee will be required to furnish proof of performing such Service and Such duty pay received.

b) Holidays and Overtime

Hours paid for such duty will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.

**Section 39 – Apprenticeship Training Program**

(a) Training Program

It is agreed that there shall be an Apprenticeship Training Program, the provisions of which are set forth in Exhibit "G", which is attached hereto and forms part of this Agreement.

(b) Apprenticeship Act

it is understood, however, that the Grievance Procedure, as set forth in Section 21 -Adjustment of Complaints. shall not be applicable to those matters covered by the Apprenticeship and Tradesmen's Qualification Act which, by said Act, are deemed to be outside the jurisdiction of the Union

**Section 40 – Contracting**

- (a) The Company will notify the Union of their intention to have work performed by contractors in the mill and will, emergencies excepted, afford the Union the opportunity to review it with the Company prior to a final decision being made. For this purpose, a Joint Contracting Committee will be established and it will be used as a forum to discuss the Company's contracting decisions.

in keeping with a joint commitment of the Company and the Union to provide as much maintenance and repair work as possible to the regular maintenance workforce, the Committee will also meet quarterly to make recommendations regarding



the utilization of the mill maintenance workforce to minimize the use of contractors, both inside and out of the mill.

- (b) The Company will not bring a contractor into the Mill:
1. Which directly results in the layoff of employees, or
  2. To do the job of employees on layoff, or
  3. To do the job of a displaced employee working outside his/her job category.
- (c) It is not the intent of the Company to replace its regular work force through the use of contract firms..

For greater clarity, it is agreed that:

1. The changes which provide that it is not the intent of the Company to replace its regular work force through the use of contract firms will not set aside existing external work arrangements and practices.
2. Working under the flexible work practice provisions does not mean that an employee has been displaced and is working outside his/her job category

## Section 41 - Flexible Work Practices

Flexible work practices will be implemented consistent with the Letter of Understanding attached to this Agreement as Exhibit "D".

IN WITNESS WHEREOF, we the undersigned have as the accredited representatives of the respective parties to this Agreement, hereunto set our signatures this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

COMMUNICATIONS, ENERGY  
AND PAPERWORKERS  
UNION OF CANADA

ISLAND PAPER MILLS  
DIVISION OF E.B. EDDY FOREST  
PRODUCTS LTD.

\_\_\_\_\_  
D. SCHAUB  
National Representative

\_\_\_\_\_  
R.S. McFADDEN  
Manager, Human Resources

\_\_\_\_\_  
V. LUKACS  
President, Local 789

\_\_\_\_\_  
R.G. SIMMER  
Vice-President & Resident Manager

\_\_\_\_\_  
A.R. MacPHERSON

\_\_\_\_\_  
B.B. ROBINSON  
E.B. Eddy

\_\_\_\_\_  
M. BYERS

\_\_\_\_\_  
G.R. WOODS

\_\_\_\_\_  
F COLQUHOUN

\_\_\_\_\_  
A J WALKER

\_\_\_\_\_  
R CAMPBELL

\_\_\_\_\_  
A CRESCENZO

\_\_\_\_\_  
J EDDY

**EXHIBIT "A"**  
**Welfare Plan**

This Exhibit "A", including Schedule 1, which is attached hereto and forms pari hereof, sets forth the respective rights and obligations of the Company and its employees, effective January 1, 1962 under Section 27 of the Labour Agreement between Island Paper Mills and Communications, Energy and Paperworkers Union of Canada, Local 789.

**1. Compliance**

- (a) It is agreed that as of January 1, 1962, the Company will comply with the terms and conditions as set forth in Exhibit "A".
- (b) The coverages shall be subject to the limitations in the contracts of the selected carrier or carriers. It is understood that all employees upon completion of thirty (30) days of employment shall become party to the Welfare Plan.

**2. Waiting Period**

All full-time employees who are actively working and have completed thirty (30) days' service are eligible for the coverages and benefits set forth in Schedule 1 of this Exhibit, except that eligibility for Medical-Surgical Coverage commences on the first day of the month following commencement of employment.

**3. Changes in Classification**

The regular wage rate of the employee in effect on July 1 and January 1, will determine his/her entitlement to Group Life and Accidental Death and Dismemberment and Weekly Indemnity coverages as outlined in the schedule contained

in Exhibit "A". Where an employee's regular duties consist of more than one job, his regular rate shall be deemed to be the average of the rates applicable to such jobs.

4. costs

Net costs of the coverages and benefits made available to participating employees under the Welfare Plan will be shared between the Company and the said employees in accordance with the following:

**GROUP TERM LIFE INSURANCE. ACCIDENTAL DEATH OR DISMEMBERMENT INSURANCE. MEDICAL SURGICAL COVERAGE AND EXTENDED HEALTH**

Company .....	100%
Employee.....	Nil

**DENTAL PLAN**

Company .....	100%
Employee.....	Nil

**NON-OCCUPATIONAL ACCIDENT AND SICKNESS INSURANCE. LONG-TERM DISABILITY BENEFIT**

Company .....	70%
Employee.....	30%

5. Changes in Premiums and Employee Contribution

It is understood that any change in respect of either the premium rate charged by the carrier or the basis of employer-employee sharing thereof may only be made effective as of July 1 in any year.

## **6. Distribution of Surplus**

It is understood that surplus accumulations, if any, will be used only for the purpose of reducing premium costs. Surplus accumulations must be disposed of within reasonable time limits.

## **7. Disputes**

No dispute arising out of the operation, administration or interpretation of any coverage contract between the Company and the carrier shall be subject to the Adjustment of Complaints procedure of the Labour Agreement between Island Paper Mills and Communications, Energy and Paperworkers Union of Canada, Local 789. Any such dispute shall be adjudicated under the terms of such coverage contract.

## **8. Disputed Workers' Compensation Board Weekly Indemnity Claims**

If an employee covered by the Welfare Plan suffers a disability, payment for which is in dispute with the Workers' Compensation Board, Weekly Indemnity Payments under the Plan will be paid retroactively if requested by the employee and provided he has been off work for at least two weeks, due to the disability without the Workers' Compensation Board having accepted the claim. If the Workers' Compensation Board claim is subsequently established, the employee would then repay the weekly disability payment received to the appropriate Fund or Insurance Company.

**9. Changes In Benefits**

In the case of an employee who is on active claim arising from a disability which occurred before a negotiated change in benefits and which continues thereafter, the said employee shall, as from the effective date of the negotiated change, be paid the changed weekly indemnity benefit, be covered for the changed Group Term Life Insurance and Accidental Death and Dismemberment Insurance, and make the changed contributions.

**10. Coverage During Leave of Absence**

The following coverage will be provided up to a total of three (3) months in any one calendar year:

- (a) The Welfare Plan for employees on authorized leave of absence on Local Union business;
- (b) Group Term Life Insurance, Accidental Death and Dismemberment Insurance, and Medical-Surgical coverage for employees on authorized leave of absence for extended vacation purposes.

**11. Surviving Spouse and Dependent Coverage**

Where a surviving spouse and dependents of a deceased employee are not covered by such plans by reason of their own employment, the Company will extend the coverage under Medical-Surgical Plan, the Extended Health Benefit Plan and the Dental Plan for a period of six (6) months, commencing on the first of the month following the month in which the death occurs.

## Schedule 1 – Welfare Plan

This Schedule 1 sets forth the coverages and benefits of the Welfare Plan.

### Group Term Life insurance

The Welfare Plan **will** include Group Term Life insurance in accordance with the following Schedule of Benefits. Benefits **will** be payable as a result of death, from any cause on a twenty-four (24) hour coverage basis.

### Accidental Death or Dismemberment Insurance

in addition to the above Group Term Life insurance coverage, the Welfare Plan **will** include Accidental Death insurance as outlined in the table on a twenty-four (24) hour coverage basis.

Dismemberment insurance benefits of the Welfare Plan **will** be in accordance with the schedules offered by the particular carrier involved, such coverage to be on a twenty-four (24) hour basis.

### Non-Occupational Accident and Sickness insurance

The Welfare Plan **will** include Non-Occupational Accident and Sickness insurance in accordance with the Table. Weekly indemnity benefits **will** be payable beginning with the first day of disability caused by non-occupational accident and beginning with the fourth day of disability caused by non-occupational sickness, except that in those cases of non-occupational sickness which have resulted in the claimant being hospitalized as a bed patient, and in those cases where surgery is performed which necessitates loss of time from work, the said Weekly indemnity benefits **will** be payable beginning with the first day of sickness. Only one (1) waiting period **will** be required for serious illness which require kidney dialysis, chemotherapy, radiation or other similar recurring treatments. This **will** provide benefits.

after the initial waiting period, for any subsequent lost time. Benefits will be payable for a maximum of fifty-two (52) weeks during any one period of disability.

Weekly indemnity benefits which begin prior to age 65 will continue until the employee has received at least fifteen (15) weeks of benefits, or until the employee is no longer disabled or retires, whichever comes first. Where the employee recovers an amount from a liable third party for loss of income as a result of the same accident or illness, they must reimburse the Plan once they receive 100% of their loss. One hundred percent (100%) of their loss includes gross wages lost.

The premium structure for coverage of an employee over the age of 64 will be as follows:

First three months	75% of Normal Premium
Second three months	50% of Normal Premium
Third three months	25% of Normal Premium
Last three months	No Premium

The Weekly Indemnity Plan will assume all costs for completion of forms required by the carrier.

It is agreed that the cost for completion of the forms will not exceed \$25.00 for each form.



**Table of Hourly Job Rate Brackets  
and Corresponding Coverage**

<b>Effective</b>	<b><u>Group Term Life</u></b>	<b><u>AD &amp; D</u></b>
<b>May 1, 1997</b>	<b>\$68,000</b>	<b>\$68,000</b>
<b>May 1, 1998</b>	<b>\$71,000</b>	<b>\$71,000</b>
<b>May 1, 1999</b>	<b>\$74,000</b>	<b>\$74,000</b>
<b>May 1, 2000</b>	<b>\$76,000</b>	<b>\$76,000</b>
<b>May 1, 2001</b>	<b>\$78,000</b>	<b>\$78,000</b>
<b>May 1, 2002</b>	<b>\$80,000</b>	<b>\$80,000</b>

**Non-Occupational Weekly Accident & Hourly Job Rate  
Sickness Insurance**

	<b>May 1, <u>1998</u></b>	<b>May 1, <u>1999</u></b>	<b>May 1, <u>2000</u></b>	<b>May 1, <u>2001</u></b>	<b>May 1, <u>2002</u></b>
Less than 20.00	505	505	505	505	505
20.00 but less than 20.25	510	510	510	510	510
20.25 but less than 20.50	515	515	515	515	515
20.50 but less than 20.75	520	520	520	520	520
20.75 but less than 21.00	525	525	525	525	525
21.00 but less than 21.25	530	530	530	530	530
21.25 but less than 21.50	535	535	535	535	535
21.50 but less than 21.75	540	540	540	540	540
21.75 but less than 22.00	545	545	545	545	545
22.00 but less than 22.25	550	550	550	550	550
22.25 but less than 22.50	555	555	555	555	555
22.50 but less than 22.75	560	560	560	560	560
22.75 but less than 23.00	565	565	565	565	565
23.00 but less than 23.25	570	570	570	570	570
23.25 but less than 23.50	575	575	575	575	575
23.50 but less than 23.75	580	580	580	580	580
23.75 but less than 24.00	585	585	585	585	585
24.00 but less than 24.25	590	590	590	590	590
24.25 but less than 24.50	--	595	595	595	595
24.50 but less than 24.75	--	--	600	600	600
24.75 but less than 25.00	--	--	605	605	605
25.00 but less than 25.25	--	--	--	610	610
25.25 but less than 25.50	--	--	--	615	615
25.50 but less than 25.75	--	--	--	--	620
25.75 or over	--	--	--	--	625

**Note:**

- 1. Each of the hourly job rates in the above table is defined as the straight time rate of the employee's regular job, exclusive of all premiums and fringes**
- 2. The maximum weekly insurance payable as of May 1, 1998 is 5590: May 1, 1999 is \$595; May 1, 2000 is \$605; May 1, 2001 is \$615, and May 1, 2002 is \$625.**

## Medical-Surgical Coverage

The Welfare Plan will include Medical-Surgical coverage as required by the B.C. Medical Commission.

## The Standard Extended Health Benefit Plan

The Standard Extended Health Benefit Plan as provided by Pacific Blue Cross will also form part of this Agreement.

### **(a) Hospitalization**

The co-insurance rate for hospitalization will be incorporated into the Extended Health Benefit coverage to a maximum of \$8.50/day.

### **(b) Vision Care for Employees and Dependents**

The Standard Extended Health Benefit Plan will include a vision care program subject to the co-insurance and deductible of the plan as follows:

Payment, up to a maximum of \$300.00 effective January 1, 1998 (5350.00 effective January 1, 2000) per person in any twenty (24) consecutive month period, for charges incurred relative to the purchase of lenses and frames or contact lenses when prescribed by a person legally qualified to make such prescription: provided, however, that if the eyeglasses are for an employee for use while working in the Mill they must be safety lenses and frames.

### Out of Province Travel Plan

The Welfare Plan will include an Out-of-Province Travel Plan, as follows:

When, in the opinion of the attending physician and attending specialist, a medical procedure is required that is not available in B.C., and is one for which the Medical Services Plan of B.C. will accept financial responsibility, the cost of travel and accommodation to the limits specified below will be paid for by the Plan. Where the attending physician specifies that an attendant is required, the travel and accommodation expenses for such person will be paid to the limit specified.

The maximum **limit** under any one claim will be the return economy airfare or equivalent for patient and attendant, plus accommodation expenses up to a maximum of **\$1,500**. Receipts will be required and forwarded on the claim form prescribed by the Carrier.

This benefit **will not slack** on top of or duplicate existing provisions under local Medical Travel Benefit or government plans.

### Long Term Disability Plan

The Welfare Plan will include a Long Term Disability Plan summarized below.

#### 1. Eligibility

- (a) All hourly employees who are working full time for full pay will be eligible for coverage. Minimum hours worked must be no less than **thirty (30)** per week.
- (b) Coverage will commence after thirty (30) days of service.
- (c) Employees must be actively at work, full time and for full pay on the date coverage commences.

## 2. Level of **Benefits**

50% of regular weekly earnings calculated at forty (40) times the disabled employee's hourly straight time job rate at the date of onset of disability plus any negotiated increases to that hourly straight time job rate which would take place during the elimination period.

## 3. **Elimination Period**

Benefits commence after the employee has been totally and continuously disabled for fifty-two (52) weeks or has exhausted his Weekly Indemnity benefits whichever occurs last.

## 4. **L.T.D. Benefit Payments**

- a) Benefits will be paid to age sixty (60) as a minimum. If the employee does not have sufficient service to carry him further under (b) below, when he runs out of L.T.D. benefit, he will retire.

Benefit payment will not be paid beyond age sixty-five (65) and in all cases will cease on recovery.

- b) Additional benefits will be paid on the basis of one (1) month for each two (2) months of continuous service beyond sixty (60) months' service with the Company up to the date of onset of disability.
- c) " Effective May 1, 1997, an employee who is under 60 years of age and has previously reached his/her 5 year anniversary on long term disability, will have his/her future disability benefit recalculated using the greater of his/her existing long term disability benefit or a recalculation using the base rate effective on **May 1, 1997**.

An employee who reaches a subsequent 5 year anniversary (i.e. 10 years, 15 years etc.) on long term disability and is under 60 years of age will have his/her future disability benefit recalculated using the greater of his/her existing long term disability benefit or a recalculation using the base rate that is in place at that time.

The recalculated **weekly** benefit, when combined with all other disability income to which the disabled employee is receiving, will not exceed 70% of 40 hours multiplied by the base rate in effect at the time of the recalculation.

- d) Long Term Disability Plan will assume all costs for completion of forms required by the carrier.

It is agreed the cost for completion of the forms will not exceed \$25.00 for each form.

## 5. Definition of Total Disability

- (a) The disabled employee's inability to perform the duties of his own occupation for the first 18 months of L.T.D. disability payments and thereafter his inability to perform the duties of any occupation for which he is qualified by education, training or experience.
- (b) During a period of disability the disabled employee must be under the regular care and attention of a medical doctor, or in cases of disability arising from a mental or nervous condition, a psychiatrist.

## 6. Integration with Other Disability Income

- (a) The benefit from this plan combined with all other disability income to which the disabled employee is entitled will not exceed 70% of the employee's basic wage at date of disability.

All other disability income **will** include: C.P.P./Q.P.P. primary disability pension benefits. Workers' Compensation, disability income from a group or association plan, disability income arising out of any law or legislation, and wage continuation or pension plan of any employer including the Pulp and Paper Industry Pension Plan. Private or individual disability plan benefits of the disabled employee will not reduce the benefit from this Plan.

- (b) Increases in C.P.P./Q.P.P. disability pensions or Workers' Compensation disability pensions that result from increases in the Canadian Consumer Price Index and which occur after the date disability payments from this Plan commence will not further reduce the benefits from this Plan.

## 7. Rehabilitative Employment

- fa) During a period of total disability under this Plan, a disabled employee may engage in rehabilitative employment in which case the benefit from this Plan **will** be reduced by 50% of the employee's rehabilitative employment income that exceeds \$50 per month. The benefit from this Plan will be further reduced by the amount that remuneration from rehabilitative employment plus the benefit from the L.T.D. Plan exceeds 75% of the employee's basic wage at date of disability.
- (b) Rehabilitative employment shall mean any occupation or employment for wage or profit or any course or training that entitles the disabled employee to an allowance, provided such rehabilitative employment has the approval of the employee, and his doctor in consultation with the underwriter of the L.T.D. Plan.



(c) Rehabilitative employment will be deemed to continue until such time as the employee's earnings from rehabilitative employment exceeds 75% of his straight time earnings at date of disability but in no event for more than twenty-four (24) months from the date rehabilitative employment commences.

## 8. Exclusions

Disabilities resulting from the following are not covered:

- a) War, insurrection, rebellion or service in the armed forces of any country.
- b) Participation in a riot or civil commotion.
- c) Intentionally self-inflicted injuries.
- d) Pregnancy, childbirth, miscarriage or abortion. Severe complications following termination of pregnancy will, however, be covered.

## 9. Pre-Existing Conditions

A disability that results from an accident, illness, mental or nervous disorder for which the employee received treatment or medical supplies within the ninety (90) day period prior to joining the plan **will** not be covered unless the employee has completed twelve (12) consecutive months of employment during which he was not absent from work from the aforementioned accident, sickness or mental disorder.

## 10. Successive Disabilities

A subsequent disability that is related to a previous disability and occurs within six (6) months of an employee's return to work will be considered a continuation of the previous L.T.D. disability and the employee will **not** be eligible for **Weekly**

Indemnity benefits. The employee under these circumstances will be eligible to receive benefits without the necessity of completing another elimination period.

## 11. Terminations

Coverage will cease:

- a) On termination of employment.
- b) On a date fifty-two (52) weeks prior to an employee's sixty-fifth (65th) birth date.
- c) On the date leave of absence commences except as provided for in the Labour Agreement.
- d) On the date an employee is laid off except when an employee has requested continuation of coverage in accordance with Section 8(f) of this Agreement, in which case coverage under the plan will continue only for the periods specified in the aforementioned sections of the agreements. In the event an employee becomes totally disabled while covered by this plan under this provision, the elimination period will commence on the date such an employee is scheduled to return to active full time employment.

Employees who have sufficient seniority and who request continuation of coverage under this plan during a period of lay off will be required to pay their portion of the plan premium.

## 12. Contribution Waiver

Contributions are to be waived when an employee is in receipt of L.T.D. payments.

### 13. Conditions for Implementing the Plan

- (a) The Long Term Disability Plan is payment in kind of the employee's share of the reduction in the Employment Insurance Premium resulting from the qualification of the Weekly Indemnity Plan under the Employment Insurance Regulations. The **full** E.I. premium reduction including the employee **5/12th's** share will be retained by the employer.
- (b) When an employee becomes **totally** disabled under this plan he or she will be paid any outstanding entitlement with respect to vacations, supplementary vacations, statutory holidays, special (personal) floating holidays, and any half time portion of banked overtime.
- (c) Upon commencement of **L.T.D. benefits** all terms and conditions of the Collective Agreements will become inoperative except where provided for in **d(ii), (iii) and (iv)** below
- (d)
  - (i) Negotiated wage increases will apply as per **Item 2** of the Plan Summary but subsequent increases in plan benefits will not affect employees on **L.T.D.** benefits.
  - (ii) Employees in receipt of **L.T.D. benefits** from this plan will continue to accrue credit under the Pulp and Paper industry Pension Plan provided such employees are not in receipt of a disability pension under the **Pulp and Paper** industry Pension Plan.
  - (iii) Employees in receipt of disability payments from this plan will continue to be covered under his employer's Medical, Extended Health and **Dental** plans. Coverage under the employer's Group Life and **A.D. & D.** plans will also continue in accordance with the conditions of those **plans**.

- (iv) An employee returning to work from an L.T.D. claim will return to a job his seniority, qualifications and ability to perform the work properly entitle him to.
- (v) Active claims as referred to in Section 9 of Exhibit "A" of this Agreement will be defined as that period of time during which an employee is in receipt of Weekly Indemnity payments only.

### Dental Care Plan

The Welfare plan will include a Dental Care plan which will reimburse members for expenses incurred in respect of the coverages summarized below:

#### **1. Benefits**

##### **(a) Diagnostic Services**

All necessary procedures to assist the dentist in evaluating the existing conditions to determine the required dental treatment, including

- Oral examinations
- Consultations
- X-Rays (complete mouth X-Rays will be covered only once in a three (3) year period)

##### **(b) Preventive Services**

All necessary procedures to prevent the occurrence of oral disease. including

- Cleaning and scaling
- Topical application of fluoride
- Space maintainers

**(c) Surgical Services**

All necessary procedures for extractions and other surgical procedures normally performed by a dentist.

**(d) Restorative Services**

All necessary procedures for filling teeth with amalgam, synthetic porcelain, and stainless steel crowns. Gold inlays or onlays will be provided as a filling material only when teeth, in the professional opinion of a dentist, cannot be restored with any of the above materials. Gold foil will be provided only in cases of repair to pre-existing gold restorations.

**(e) Prosthetic Repairs**

All necessary procedures required to repair or relin fixed or removable appliances.

**(f) Endodontics**

All necessary procedures required for pulpal therapy and root canal filling.

**(g) Periodontics**

All necessary procedures for the treatment of tissues supporting the teeth.

**(h) Prosthetic Appliances and Crown and Bridge Procedures**

- Crowns and Bridges
- Partial and/or complete dentures, but not more than once in five (5) years.

### **(l) Orthodontics**

The services of a certified Orthodontist registered as such by the College of Dental Surgeons of British Columbia only after the patient has been covered continuously for twelve (12) months. Appliances lost, broken or stolen will not be replaced.

These services are only available for dependent children up to their nineteenth (19th) birthday. The maximum lifetime benefit is \$3000 (effective May 1, 1998) and \$3500 (effective May 1, 2000) per person for all services provided by an Orthodontist.

## **2. Co-Insurance**

(a) In respect to Benefits (a) to (g), the plan will provide reimbursement of:

- 85% of eligible expenses May 1, 1998
- 90% of eligible expenses May 1, 2000

(b) Benefits (h) and (i) will be subject to 50% co-insurance.

## EXHIBIT "B"

### Overtime

- (i) The hours worked on Sundays and on the recognized paid holidays (Section 22) provided for in the Labour Agreement **will** be used in the computation of the forty (40) hour work week.
- (ii) it is understood and agreed that the foregoing arrangement applies only to Sunday and recognized paid holiday hours and that no other hours on which time and one-half has been paid, nor hours paid for Call Time, may be used for the purpose of calculating the forty (40) hour week.
- (iii) For the purpose of calculating overtime, the basic **forty** (40) hour work week **shall** be reduced by eight (8) hours in any week in which a recognized paid holiday occurs. Should more than one recognized paid holiday occur in any week, the basic forty (40) hour work week **shall** that week be reduced by eight (8) hours for each such recognized paid holiday.

For example, in a week in which one recognized paid holiday occurs, overtime **will** be paid for hours worked in excess of thirty-two (32). **Should** it happen that two (2) recognized paid holidays occur in one week, then overtime **will** be paid for hours worked in excess of twenty-four (24) that particular week.

## EXHIBIT "C"

### Conditions of Work in Finishing Room in Effect on Two-Shift Operation

1. Equipment to operate on a continuous basis throughout the shift.
2. Guaranteed time for lunch  
8-4 shift 11:00 a.m. and not later than 12:30 p.m.  
4-12 shift 7:00 p.m. and not later than 8:30 p.m.
3. Steady day workers in the Finishing Room will remain on a regular day work hours schedule.



## **EXHIBIT "D"**

### Letter of Understanding- Flexible Work Practices

1. The introduction of flexible work practices is designed to improve productivity, improve product quality, reduce down time and lower costs while ensuring that the work is completed in a safe manner. The efficiencies that result from flexible work practices are also intended to assist in **fulfilling** the intention of Section **40** of the Labour Agreement.
2. The parties agree that this letter on flexible work practices recognizes that the **primary** responsibility for the operation of the mill will remain with operators and the primary responsibility for maintaining the mill will remain with trades persons and steam plant maintenance employees.
3. **if** is understood that the intent of this letter **will** supersede **local** practices, and verbal and written agreements which would impair the implementation of flexible work practices.
4. All work **will** be performed in a manner consistent with safety articles of the labour agreement as **well** as the company's safety rules and the regulations issued by the Worker's Compensation Board of BC. **It** is recognized that some tasks can only be performed by employees who possess certain government certifications and in that instance. the work will only be performed **by** employees who possess the required government certificate.
5. The intent of this agreement is to provide that all employees will safely utilize all of their existing skills and maximize their productivity and learn and use new skills to enhance their effectiveness.

6. The Company and the Union will meet to discuss a module based training program that will enhance the existing skills of employees. They **will** also discuss the option of using trainers from the bargaining unit to assist in the design and delivery of the training modules. The Company will design and introduce new training programs to facilitate the implementation of and evolution of flexible work practices.
7. All employees will be required to complete training programs as prescribed by the Company and utilize new **skills** acquired as a result of training. Training will be consistent for all employees in each job classification.
8. The parties recognize that the acquisition of new skills that facilitate the implementation of flexible work practices is an ongoing process and will continue over time to support the changing needs of the business.
9. The following payments **will** be made for flexible work practices:
  - Maintenance employees \$0.95 per hour
  - Operations employees \$0.40 per hour

To be implemented as follows:

- Upon ratification of the collective agreement, \$0.45 per hour for maintenance employees and \$0.20 for operating employees.
- immediate utilization of existing skills that may not have been previously used due to restrictive work practices.
- Employees assisting each other regardless of department or occupation.

- **\$0.25** per hour for Maintenance employees and **\$0.20** per hour for operators upon successful completion of each modular training program and utilization of skills acquired as a result of this training. There will be two training modules for Maintenance employees and one training **module** for operations employees.
- Apprentices will be paid the maintenance premiums in the usual proportion.
- The same delineation which defines who is an operator and who is a maintenance employee shall apply to the payment ~~of~~ premiums. Maintenance employees will include all job categories under the "Mechanical" section of the Wage Schedule.
- The parties agree that there will be no pyramiding of credits **under** the job evaluation plan for duties that are being compensated for under the **flexible** work practices agreement, unless the changes constitute new regular job duties added to their classification as defined by the job evaluation plan. These new regular job duties must result from either new or changed **procedures/equipment** or from the permanent reassignment of duties from another job classification.

10. Training programs Implemented under point (6) are not intended to force qualification in another trade.

11. The Company agrees that no employee will lose their employment with the company as a direct **result** of the implementation of flexibility initiatives under this letter. This provision applies to only those employees employed at the date of ratification of **this** agreement.

12. No trades person or apprentice will be involuntarily displaced from their respective trade on a permanent basis as a result of the implementation of flexible work practices.
13. it is not intended that flexible work practices shall result in a trades person being assigned to a non-trades classification when someone outside of his trade is performing his trade core duties
14. The company agrees that no employee's regular job rate **will** be reduced when he is assigned to perform work under this work place flexibility agreement. This does not apply to an employee who is laid off or whose job is temporarily curtailed and is recalled or works in a different job category on the basis of **mill** seniority.
15. The Company commits to maintain apprenticeship agreements.
16. For the term of the renewed Collective Agreement, the Company and the Union agree to establish and participate in a Joint Committee which **will** meet at the request of either party not more than quarterly to discuss issues related to productivity, morale, profitability, work opportunities, market conditions, any alleged discrimination, the ongoing effectiveness of flexible work practices and any other problems related to flexible work practices.
17. The Committee shall consist of:
  - The president of the Local Union or his/her designate
  - The Mill Manager or his/her designate
  - 3 members of the local union
  - 3 members of management
  - CEP National Representative

18. The parties agree that disputes relating to the implementation of this letter shall be reviewed by the Joint Committee which will make every effort to resolve these disputes in accordance with the spirit and terms of this letter.

## EXHIBIT "E"

### Steam Plant Vocational Leave

#### 1. Fourth Class Certificate

Upon successful completion of a recognized Correspondence Course for a FOURTH CLASS POWER ENGINEERING CERTIFICATE, or possessing equivalent qualifications acceptable to the Vocational School authorities, employees shall be granted three (3) weeks' leave of absence with pay to attend the Vancouver Vocational School to complete the course and write the examination for the Fourth Class Power Engineering Certificate

During his first week at the school the employee **will** be evaluated by the school authorities to determine his knowledge of the subject. and if the evaluation is favorable he will continue his studies at the school during the two weeks and write the prescribed examination. In the event that the evaluation is not favorable, the school authorities will indicate to the employee those areas where further study is needed and he **will** return to the mill and carry out the recommended home studies. Upon completion of this additional studying, the employee will be granted three (3) weeks' leave of absence, two (2) weeks with pay and one (1) without, to return to the Vocational School to complete the course and write the prescribed Fourth Class Certificate examination.

## 2. Third Class Certificate

Upon successful completion of a recognized Correspondence Course for a THIRD CLASS POWER ENGINEERING CERTIFICATE, or possessing equivalent qualifications acceptable to the Vocational School authorities, employees shall be granted six (6) weeks' leave of absence with pay to attend the Vancouver Vocational School to complete the course and write the examination for the Third Class Power Engineering Certificate.

During his first week at the school the employee will be evaluated by the school authorities to determine his knowledge of the subject, and if the evaluation is favorable he will continue his studies at the school during the following five (5) weeks and write the prescribed examination. In the event that the evaluation is not favorable, the school authorities will indicate to the employee those areas where further study is needed and he will return to the mill and carry out the recommended home studies. Upon completion of this additional studying, the employee will be granted six (6) weeks' leave of absence, five (5) weeks with pay and one (1) without, to return to the Vocational School to complete the course and write the prescribed Third Class Certificate examination.

## 3. Second Class Certificate

Upon successful completion of a recognized Correspondence Course for SECOND CLASS POWER ENGINEERING CERTIFICATE, or possessing equivalent qualifications acceptable to the Vocational School authorities, employees shall be granted ten (10) weeks' leave of absence with pay, on the basis set forth hereunder, to attend the Vancouver Vocational School to complete the two-part course and write

the examination for the Second Class Power Engineering Certificate:

- (I) Five (5) weeks' leave of absence with pay to complete Part "A" (Mathematics & Physics).
- (II) Five (5) weeks' leave of absence with pay to complete Part "B" (Basic Engineering).

During his first week at the school in each of the above mentioned cases (i) and (ii), the employee will be evaluated by the school authorities to determine his knowledge of the subject, and if the evaluation is favorable he will continue his studies at the school during the following four (4) weeks and write the examination prescribed for Part "A" or "B", whichever is applicable. In the event that the evaluation is not favorable, the school authorities will indicate to the employee those areas where further study is needed and he will return to the mill and carry out the recommended home studies. Upon completion of this additional studying, the employee will be granted five (5) weeks' leave of absence, four (4) weeks with pay and one (1) without, to return to the Vocational School to complete the course and write the examination prescribed for Part "A" or "B", whichever is applicable.

#### 4. **Basis of Pay**

One (1) week's pay shall be compensation for lost wages for the employee's regular schedule.



5. Additional Leave

Leaves of absence with pay will be granted to Steam Plant personnel on the basis as set forth in 1, 2 and 3 above. Any further vocational training required to pass each respective certificate shall be at the employee's expense and such additional leave of absence will be granted.

6. Books

The Company will bear one hundred percent (100%) of the cost of the textbooks specified by the Vocational Training School as a requirement for those writing for Power Engineering Certificates. Employees will be able to retain those books as their personal property.

7. Examination and Tuition Fees

The Company will bear the cost of the prescribed Examination and Tuition Fees, if any, required of candidates writing for Power Engineering Certificates.

8. Transportation Allowance

The Company will grant transportation allowance to Steam Plant personnel attending Vocational School on the same basis that transportation allowance is being granted at the time by the Apprenticeship Branch to apprentices attending an approved Vocational School.

9. Timing of Leave

Leaves of absence will be granted at a time suitable to the Company, bearing in mind the vocational School curriculum.

10. Number of Leave

Normally it will not be possible to grant leave of absence to more than one Steam Plant employee at a time. However, if relief is available this limit may, at the discretion of the Company, be exceeded.

11. Government Allowances

If, at any time provision is made whereby transportation and/or other allowances are granted by the Government to Steam Plant personnel attending an approved Vocational School to write for Power Engineering Certificates, the provisions set forth above will then be amended to take into account such Government allowances.

## EXHIBIT "F"

### JOB EVALUATION PLAN. ISLAND PAPER MILLS COMPANY

#### I. THE JOB EVALUATION PLAN

The Job Evaluation Plan is a plan developed for the purpose of uniformly evaluating and appraising job Categories according to the skill, working conditions and responsibility factors required in the establishment of a uniform method of wage rate determination based upon job conditions which will provide job rates equitable and proper in their *relationship* with each other and with the base rate.

#### II. THE SCOPE AND LIMITATIONS OF THE PLAN

1. The Job Evaluation Plan shall not be applied to the following job categories:

##### Mechanical Trades

Shift Engineer-2nd Class

Shift Engineer-3rd Class

Chief Electrician

Head Millwright

Trades - Journeyman

Head Instrument Mechanic

Head Pipefitter Welder

Roll Lathe Operator

Lead Hand (Mechanical)

2. Except as provided in Section II - 1 *above*, all job categories covered by the Labour Agreement which are new jobs or jobs which have materially changed shall be considered eligible for evaluation when presented in the manner prescribed herein to the Joint Job Evaluation Board.

### **III. ADMINISTRATION AND PROCEDURE**

#### **1. Job Evaluation Directors**

- (i)** The Job Evaluation Directors shall be composed of one (1) representative for the Union and one (1) representative for the Company.
- (ii)** It shall be the duty of the Job Evaluation Directors:
  - (a)** to direct and supervise the functioning of the Job Evaluation Plan in accordance with the policies and procedures adopted by the parties to the Labour Agreement through wage negotiations.
  - (b)** to receive reports from the Plant Evaluation Committees.
  - (c)** to review cases of evaluation upon request of either Union or Company members of the Plant Evaluation Committees.
  - (d)** the Directors shall neither negotiate rates nor exercise any of the collective bargaining functions of the National Union or the Company.

#### **2. Joint Job Evaluation Board**

- (i)** The Joint Job Evaluation Board shall consist of one (1) representative for the Union and one (1) representative for the Company.
- (ii)** It shall be the duty of the Joint Evaluation Board to evaluate and set the rate for any job presented for evaluation in accordance with the Plan.

### 3. Plant Evaluation **Committee**

- (i) The Vice President and Resident Manager and the Union shall create a Plant Evaluation Committee which shall consist of not less than **two** (2) nor more than four (4) members representing the Union and not less than **two** (2) nor more than four (4) members representing the Company.
- (ii) It shall be the duty of the Plant Evaluation Committee:
  - (a) to act upon all requests for job evaluation within the scope and limitations of the Plan as stipulated in Section II above, if in their opinion such evaluation would result in a rate change. Any decision to submit a job to the Joint Evaluation Board for evaluation must be unanimously agreed upon by all members of the Plant Evaluation Committee representing both the Company and the Union involved.
  - (b) to make investigations of job categories to be submitted for evaluation, prepare job descriptions and process application forms, arrange schedule of interviews required, determine and arrange for the attendance of those job representatives who desire to be present at the explanation of the evaluation computations, as provided in Section IV-3, and to assist in pointing out factual and pertinent information relative to the job to the Joint Job Evaluation Board at the time of evaluation.
  - (c) to make written reports to the Job Evaluation Directors, which **will** include an annual report outlining the number of jobs the Plant Evaluation

Committee has submitted to the Joint Job Evaluation Board for evaluation, and a report, when necessary, outlining jobs on which the Union and Company members of the Committee have been unable to agree as to whether an evaluation should be made, with a statement of the facts on which the disagreement was based,

- (iii) Either the Union or the Company members of the Plant Evaluation Committee may request a review by the Job Evaluation Directors of any case of evaluation where, in their opinion, proper application of the job evaluation standards has not been followed. A request for review must be initiated within (sixty) 60 days of the date on the Rate Change Memorandum with a detailed explanation of the reason a review is being requested.

#### **IV. GENERAL POLICIES**

1. The evaluated job rate arrived at through official evaluation by the Joint Job Evaluation Board will be final and binding upon both parties to the Labour Agreement unless review has been requested as provided in Section III-1 (ii) (c). In case of such review the decision of the Job Evaluation Directors shall be final and binding upon both parties.
2. Evaluation of Job **Categories**
  - (a) In cases where the official evaluation of an existing job category based on a plant production change indicates an upward adjustment in the rate, the

adjustment will be retroactive to the preceding July 1 or January 1

- (b) In cases where the official evaluation of an existing job category based on a change of job content indicates an upward adjustment in the rate, the adjustment will be retroactive to the date agreed upon by the Plant Evaluation Committee which is noted on the application for evaluation.
- (c) In any case where a new job category has been created, the Plant Evaluation Committee will make application to the Joint Job Evaluation Board for a temporary rate for the new job. The temporary rate assigned will remain in effect until the official evaluation is made. It will be the duty of the Plant Evaluation Committee to agree on a date on which the job became sufficiently stabilized to permit evaluation, and any increase resulting from the evaluated rate will be paid retroactively to the agreed upon start-up date of the new equipment or the commencement of the job.

Unless deferment is given as a result of a specific request by the Plant Evaluation Committee to the Job Evaluation Directors, a temporary rate shall be effective for a period of no longer than six (6) months after the start of the new job.

3. The Joint Job Evaluation Board will complete its evaluation of all jobs at the Mill. The Joint Job Evaluation Board will explain the evaluation computations to the Plant Evaluation Committee and to those job representatives present, before leaving the Mill.

4. The Joint Job Evaluation Board shall furnish to the Plant Evaluation Committee a copy of the job description and evaluation computation forms pertaining to any job category that has been evaluated. The copies of the form furnished are to be retained in the files at a suitable place, and will be open to members of the Plant Evaluation Committee for study or review.
5. Members of the Plant Evaluation Committee or other employees in the Mill who are relieved from their jobs during working hours to assist in carrying out the functions of the Job Evaluation Plan will be paid by the Company at their regular job rates for the time during their regular shifts, thereby preventing any loss in regular income. Time put in on evaluation work outside the employee's regular shift will not be paid for by the Company.
6. The Company agrees to pay members of the Plant Evaluation Committee and up to eight (8) other employees in the Mill per year who are relieved from their job during working hours to receive training in Job Evaluation. Payment will be at their regular job rate for the time lost during their regular schedule, thereby preventing any loss in regular income.
7. Any changes made to the Pulp and Paper Industry Job Evaluation Plan (B.C.S.L.A.) resulting from the 1981 Negotiation or that may result from the Consultants finding will, where appropriate, be incorporated in Exhibit "F".



## EXHIBIT "G"

### APPRENTICESHIP TRAINING PROGRAM

1. The purpose of the Program is to provide tradesmen of the highest calibre.
2. The Apprenticeship Training Program will cover the trade where applicable for the mill as set forth below:

Electrician	Mason
Machinist	Automotive Mechanic
Pipefitter	Carpenter
Instrument Mechanic	Sheet Metal Worker
<b>Welder</b>	Millwright
Painter	Moulder
Pattern Maker	Refrigeration Mechanic
Bricklayer	Heavy Duty Mechanic
Heat and Frost Insulator	

### GENERAL PRINCIPLES

3. The period of Apprenticeship Training will be as defined by the Apprenticeship Branch for each trade. The Apprentice will receive the Journeyman rate on **successful** completion of his Apprenticeship or after successful completion of four (4) years, whichever happens sooner, only on the understanding that he completes his full term of training. If the Apprentice refuses to continue his training, he **will** be removed **from** the Program with no standing as a Journeyman in his trade
4. Training syllabus for each trade to be designed to meet the requirements of the **particular** trade involved.
5. All provisions of the Labour Agreement **shall** be applicable to Apprentices in the Program.

6. Apprentices hired with previous training may be placed into the Training Program at a level determined by the Joint Apprenticeship Committee, with advice from the Apprenticeship Branch.
7. Under the Program, Apprentices will receive rates as per Section 10 of the Labour Agreement.

Progression through the schedule of rates is subject to successful completion of prescribed theoretical training, practical training and tests. The schedule of rates applies on date of qualification or as otherwise provided for in Item 11

### **JOINT UNION-MANAGEMENT APPRENTICESHIP COMMITTEE**

8. This Committee will be comprised of an equal number of Union and Management representatives not to exceed, in total, three (3) from each group.

The purposes of the Committee will be to develop and supervise the procedures required to carry out the intent of the Program as agreed to. The Committee will also carry out the following duties:

- a) The Company to establish in-plant training programs to support the training syllabus as developed by the Apprenticeship Branch of the Department of Labour for each trade involved, Supervision of the established Program shall be the responsibility of the Joint Committee.
- b) Set standards for entry into the Apprenticeship Program that are not inconsistent with the standards recommended by the Apprenticeship Branch.
- c) Carry out periodic reviews of the training programs at intervals of not more than three (3) months.

- d) See that the required practical tests are carried out in cooperation with the Apprenticeship Branch.
- e) Determine the tool requirements by years of training.
- f) Joint Committee to review any case of lost time from the Program because of sickness, accident, etc. and to determine the amount of additional time necessary before an employee meets his requirements of time served

### **ENTRY TO PROGRAM. NEW APPRENTICES**

- 9. Selection for entry into the Program of persons who have no previous training in the trade will be made by the Company provided that the standards for acceptance established by the Joint Union-Management Apprenticeship Committee and the Apprenticeship Branch are applied and that **first** consideration is given to mill employees.

### **SCHEDULE OF TRAINING FOR APPRENTICES**

- 10. Upon completion of each period of training in an approved Vocational School an Apprentice will be required to pass examinations set by the Apprenticeship Branch. Practical examinations shall be confined to the area of training received. In the event of failure to pass examinations, the Apprentice shall be required to undergo a period of retraining on subject material specified by the Apprenticeship Branch authorities and **will** be required to be re-examined within twelve (12) months. Failure to pass the second examination **will** result in a review of **his** position by the Joint Apprenticeship **Committee** and could result in his removal from the Program. Employees who are removed from the Program will be offered an entry job in keeping with their plant seniority

11. a) Successful applicants will be assigned to a specific trade as a probationer for a two (2) month period. During the probationary period he shall receive the first year Apprentice rate.
- b) During each year of Apprenticeship, he shall work at the trade and attend Vocational School as required by the regulations pursuant to the Apprenticeship Act.
- c) Upon the successful completion of his term of Apprenticeship and receipt of his Certificate of Apprenticeship, issued by the Provincial Apprenticeship Committee, the Apprentice shall be designated as a certified Journeyman at the regular hourly rate for "A Mechanics.
- d) If any of the aforementioned work periods are exceeded due to the unavailability of Vocational School facilities, such extra time **will** be credited to the Apprentice in succeeding training requirements. Also, the Apprentice's rate shall be adjusted retroactively to the commencement of the scheduled year providing he successfully passes the examinations. Retroactivity will not apply where retesting is necessary
- e) For trades exceeding four (4) years, the following shall be in addition to the above. On successful completion of the fourth period of training at the Vocational School. and having spent twelve (12) months as a fourth year Apprentice, he shall be reclassified and paid the **fifth** year Apprentice rate which is equivalent to the "A" Mechanic rate for the following twelve (12) months. On completion of the **final** period at the Vocational School the fifth year Apprentice shall write his final examination set by the Apprenticeship Branch and, upon becoming certified. shall

be designated as a **certified** Journeyman at the regular hourly rate for " A Mechanics.

f) **Departmental** seniority will commence *for* Apprentices on the third anniversary of their indenture.

12. Wherever reference is made to a year (or 12 months) as an Apprentice, it shall mean a period of not less than 1600 hours worked, the said period to **include** time spent at the Vocational School.

### **COST OF BOOKS**

13. The Company will pay 100% of the cost of textbooks specified by the Apprenticeship Branch. The Apprentice will keep these books as his personal property.

### **ALLOWANCES AND WAGE MAKE-UP**

14. While attending an approved Vocational School, the Apprentice will receive from the Government allowances and school expenses in accordance with the Government's schedule of grants pertaining to Apprenticeship Training. In addition, the employee shall receive from his employer, an allowance comprised of the difference between his regular straight time rate, based on a **forty** (40) hour week, and the weekly living allowance granted by the appropriate Government authorities. Allowances provided by the employer shall not apply to the periods of retraining as specified in Item 10.

### **GENERAL**

15. a) The Company agrees to develop and provide a program of on-the-job training for each trade, which shall include doing jobs of gradually increasing skills consistent with the Apprentice's training and ability.

- b) Apprentices will be required to acquire and build a kit of tools progressively throughout the Program, as specified by the Apprenticeship Branch and the Joint Union-Management Apprenticeship Committee,
- c) A category known as "Trade Utility" may be established in the Mechanical Department and complement for such category will be determined at Plant level.

Employees in this category will be employed to assist Tradesmen and Apprentices with labour and similar work but will not be used in a manner that will interfere with the application of the Training Program. Trade Utility rates will be paid in accordance with Section 10.

#### **CERTIFICATION OF PRESENT "A" AND "A+" TRADESMEN**

16. Testing of existing "A" and "A+" Mechanics for Certificate of Competency shall be at the employee's option. Failure to have obtained a Trade Qualification Certificate shall not prejudice the status of a Journeyman within the Pulp and Paper Industry. Should he desire to enter the Program, it will be for the purpose of additional training only, without reduction in rate of pay.

The first time an existing "A" or "A+" Mechanic elects to take the test for a Tradesmen's Qualification Certificate he shall receive pay, not to exceed four (4) hours, for time lost from work, if he is required to take the test during his regular work schedule. The Company will pay the fee cost of this first Tradesmen's Qualification Certificate examination.

## EXHIBIT "H"

### COMPRESSED WORK WEEK

- A. In order to implement a compressed work week schedule, the parties agree to the following terms and conditions:
1. When a compressed work week is implemented in any area of the Mill, there will be a one (1) year trial period from the date of implementation.
  2. This Agreement may be cancelled by either party with seven (7) days written notice, except as in Paragraph 5 below.
  3. The implementation of the compressed work week will be on the condition that there will be no extra cost to the Company and ~~that~~ the operating efficiency of any department or departments will not decrease.
  4. Should problems occur during the ~~trial~~ period, the Joint Union/Management Standing Committee will discuss the ~~problem~~ and endeavor to reach a ~~satisfactory~~ solution.
  5. The securing of adequate relief will be first from Mill Relief employees, and then from employees in the area concerned on their scheduled days off. In the event of relief not being available for the continuation of operations, the Company will have to revert to an eight (8) hour ~~shift~~ Schedule as soon as possible and will remain on eight (8) hour shifts until the next schedule is posted.
  6. Employees will give as much notice as they possibly can on requests for leave, so that ~~they~~ can be replaced at straight time. ~~Otherwise~~, the necessity to work employees on their days off will effectively negate the benefits gained from the

additional days free from work in the twelve (12) hour shift schedule (see No. 8 (a) below).

## **B. Conditions Specific to 12 Hour Shifts**

### **1. Overtime**

- a) Overtime will not be paid if incurred as a result of initial implementation or final discontinuance of the twelve (12) hour shift schedule.

Any employee entering the twelve (12) hour shift schedule will be paid rate and one-half for hours worked in excess of eight (8) hours on the first twelve (12) hour shift, unless notification of entry was given during the first eight (8) hours of his last shift preceding the new twelve (12) hour shift

Employees entering the twelve (12) hour shift schedule on a temporary relief basis from an eight (8) hour per day, forty (40) hour per week schedule, will be paid overtime at the rate of time and one-half for hours worked in excess of forty (40) for the first week upon entering the schedule and for the last week upon leaving the schedule; providing proper notice has not been given and the change occurs after the start of the work week.

- b) No employee on a twelve (12) hour shift schedule shall work in excess of twenty-eight (28) hours in any forty-eight (48) hour period [e.g., one sixteen (16) hour shift plus one twelve (12) hour shift]. If this situation arises, Management will schedule as in A (5) above until the investigation for the cause of excess time at work is determined.



- c) Overtime at the rate of time and one-half will be paid for all work in excess of twelve (12) hours in any one day and for all work in excess of forty-four (44) hours in a one (1) week period.
- d) Tour workers who work in excess of twelve (12) consecutive hours on a regularly scheduled shift, or in excess of eight (8) consecutive hours on a scheduled day off shall have the option of receiving the overtime premium on the basis of Section 11 of the Labour Agreement or of receiving straight time for these excess hours and taking equivalent time off in units of not less than four (4) hours at the hourly rate for the job when the work was performed, at a time suitable to the employee and the Company during the contract year. Any overtime remaining at the end of the contract year in which it is banked may be carried over to the next contract year for the purpose of taking equivalent time off. If equivalent time off is not taken by the end of the contract year following the contract year in which it is earned, the Company shall pay the deferred one-half premium pay. Tour workers who choose to bank overtime may later re-elect to receive the deferred one-half premium.

### **Change of Shift Schedule**

When the Company changes an employee's shift schedule after the start of the week without notification being given during the first twelve (12) hours of his last shift preceding the new shift, the employee shall receive two (2) hours penalty payment at the straight time day rate for the first shift worked resulting from the change.

If the change in **shifts** during the week is temporary the penalty payment is not payable for the second change in shifts when the employee returns to his previously established shift schedule.

#### 3. **Shift Differential**

For the purposes of the twelve (12) hour shift schedule the payment of shift differential will be based on the total shift differential paid according to Section 12, Paragraph (a).

#### 4. **Vacations**

- a) An employee who has been employed for less than one (1) year and does not qualify under 1 (b) of Section **24 - Vacations** of the Labour Agreement, will receive a vacation of two (2) hours for each full week of actual work performed during the preceding vacation period. No vacation of less than one (1) day will be granted.
- b) Employees will be allowed to take vacation on a tour basis. For purposes of the twelve (12) hour shift schedule a tour will be the number of consecutive working days without a scheduled day off, i.e., for a forty-eight (48) hour tour, an employee will take forty (40) hours annual or supplemental vacation and eight (8) hours banked time or leave of absence.

5. **Floater**

- a) Floaters will be scheduled in advance (see No. 8 (a) below).
- b) Employees will receive five (5) 12 hour shifts off as floating holidays.

6. **Banked Time**

- a) Banked time will be taken in non-prime time vacation period.
- b) Banked time **will** be taken in conjunction with vacations in units of eight (8) hours. Banked time by itself **will** be taken in units of twelve (12) hours.

7. **42 Hour Special Leave**

The provisions of the 42 Hour Special Leave Plan are applicable to this twelve (12) Hour Shift Agreement providing the time off in each qualifying period is taken as one **tour** (e.g., 4 X 12 hours). **No** time off of **less** than one (1) **tour** **will** be granted.

8. **Scheduling of Time Off**

- a) **All** requests for holidays, vacations and banked time off must be submitted by **8:00** a.m., Wednesday in **the** week preceding the week in which the time off is requested. This will enable time off to be scheduled without undo disruption.
- b) A Master Schedule **of all** twelve (12) hour **shift** employees in the area will be established according to seniority. This will enable all concerned to know where employees are scheduled at all times. Employees on

scheduled time off **will** return to their predetermined position.

2. **Short Term Absences**

In the case of unforeseen circumstances. when agreed upon procedures for relief of employees on twelve (12) hour shifts have been exhausted, Management reserves the right to schedule subsequent shifts according to the available manpower for up to ten (10) days in order to maintain the efficient operation of the mill.

3. **Bereavement Leave**

When death occurs to a member of a regular full time employee's immediate family. the employee will be granted an appropriate leave of absence and he shall be compensated at his regular straight time hourly rate for hours lost from his regular schedule for a maximum of twenty-four (24) hours.

4. **Jury Duty**

a) **Wage Compensation**

Any regular full time employee who is required to report for Jury selection, Jury Duty, Coroner's Inquest or who is subpoenaed to serve as a witness in a court action. save and except actions involving the Company or Trade Union, unless subpoenaed by the Crown, on a day when he/she would normally have worked, will be reimbursed by the Company for the difference between the pay received in such duty and his/her regular straight time hourly rate of pay for his/her regularly scheduled hours of work necessarily lost. It is understood that employees **will** be reimbursed by the Company for the difference

between the pay received for such duty and his/her straight time rate of pay for his/her regularly scheduled hours of work in that week. The employee will be required to furnish proof of performing such service and such duty pay received.

b) Holidays and Overtime

Hours paid for such duty will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.

5. **Definitions**

- The twelve (12) hour shift times of 6:00 a.m. to 6:00 p.m. and 6:00 p.m. to 6:00 a.m. will define a day as a period of twenty-four (24) hours beginning at 6:00 a.m. and a week as a period of seven (7) calendar days beginning at 6:00 a.m. Sunday.
- Recognized Statutory Holidays that are 24 hours in duration will commence and end at 6:00 a.m. and New Years will commence at 2:00 p.m., December 31 and end at 6:00 a.m., January 2.
- Weekly Indemnity Benefits will continue to be calculated on the basis of seven (7) calendar days and that loss of income has occurred.

- Where a Tour Worker has been absent from work for one or more shins, he shall be required to give notice of intention to report for his next regular shin to the Shift Supervisor as follows:

**Day Shift - 6:00 a.m. - 6:00 p.m.....at least 14 hours**

**Night Shift - 6:00 p.m. - 6:00 a.m....at least 8 hours**

- Except as outlined in this exhibit, the terms and conditions of the existing Labour Agreement remain unchanged.

#### 6. Conditions Specific to the Steam Plant

- a) Relief for vacations, floaters, etc., will come from the Relief Steam Engineer. In the event of inadequate relief for the continuous operation of the Steam Plant, the Steam Plant will have to revert to an eight (8) hour schedule within a twenty-four (24) hour period.
- b) Unforeseen absences of short duration (one day) will be **filled** by the Relief Steam Engineer.
- c) If the Relief Steam Engineer is not available, it is expected that an Engineer on days off will cooperate by providing necessary coverage at overtime rates [for relief requirements beyond one day the Steam Plant will revert to an eight (8) **hour/day shift** coverage].

#### 7. Conditions Specific to **Shift** Maintenance Coverage

- a) Each trade that provides **shift** maintenance coverage will have four (4) tradesmen assigned to cover the **shifts**.
- b) There will be two (2) relief **shift** tradesmen in each trade to cover for sickness, vacation, etc.

- c) Shin tradesmen **will** be selected by annual posting (April) within each trade. The selection will be on a seniority basis with consideration given to ability to perform shift duties. The shift position and the relief positions will be posted separately. Applicants may sign either, or both postings.
- d) If there are insufficient applicants for the shift and relief positions, the most junior competent tradesmen will fill the remaining vacancies and provide additional shift relief when required.
- e) New journeyman tradespeople in the affected departments will be deemed trained and competent for shift purposes within 18 months of their date of hire. Shift training must be started within 6 months of hire and completed within the 18 months, unless delayed by circumstances beyond management's control.
- f) Unforeseen absences of short duration (one day) will be filled by the Relief Millwrights/Electricians, whichever applies.
- g) If the designated Relief Millwrights/Electricians are not available to provide shift coverage for short term absences, the most junior competent Day Millwright/Electrician will co-operate by providing necessary coverage.
- h) Where no Relief Millwright/Electrician is available from the Day Millwright/Electrical complement, it is expected that the Shift Millwright/Electrician on days off, when required, will co-operate by providing necessary coverage at overtime rates of pay.

i) Jury Duty

In the event one of the regular Shift **Millwrights/Electricians** is called for July Duty, the Relief **Millwright/Electrician** will take over the vacant shift and the next senior day **Millwright/Electrician** will become the second Relief Shift **Millwright/Electrician**. If during the term of his July Duty, the Shift **Millwright/Electrician** returns to work for short periods, he will be employed on day shift.



## EXHIBIT "I"

### 12 HOUR SHIFTS NON-CONTINUOUS

This agreement is specific to twelve (12) hour shifts, on a non-continuous schedule, as outlined in (1) below:

#### 1. Definitions

**Twelve** (12) hour shifts, on a non-continuous schedule, are defined as a twelve (12) hour **shift** schedule, involving two (2) crews working six (6) shifts in three (3) consecutive days or eight (8) shifts in four (4) consecutive days or three (3) crews working ten (10) shifts in five (5) consecutive days.

#### 2. Change of Department Schedule

a) Upon seven (7) days' notice, in writing, to the Union and after discussion with the Standing Committee of the reasons for the proposed change, the anticipated duration and the employees and areas to be affected, the Company may schedule employees to work on any twelve (12) hour shift schedule provided in this agreement or in Exhibit **H** of the Labour Agreement. The employees may elect to work eight (8) hour shifts, if the schedule is a five (5) day per week schedule.

b) Any department that moves to a twelve (12) hour **shift** schedule on a five (5) day week will be scheduled according to the "Mill" schedule. The "Mill" schedule is a schedule agreed to by Union and Management in Standing committee.

### 3. Reliefs

The securing of adequate relief **will** be first from qualified **Mill** relief employees and then from employees **in** the area concerned on their scheduled days off. In the event of relief not being available for the continuation of operations, the Company will have to **revert** to an eight (8) hour **shift** schedule as soon as possible and will remain on eight (8) hour shifts until the situation is corrected.

### 4. Overtime

- a) Overtime at the rate of time and one-half will be paid for all work in excess of twelve (12) hours, in any one (1) day and for all work in excess of forty-four (44) hours in one (1) week.
- b) Overtime will not be paid if incurred as a result of initial implementation or final discontinuance of the **twelve** (12) hour shift schedule.
- c) Any employee entering the twelve (12) hour **shift** schedule will be paid rate and one-half for hours worked in excess of eight (8) hours on the first twelve (12) hour shift, unless notification of entry was given during the first eight (8) hours of his last **shift** preceding the new twelve (12) hour **shift**.
- d) Employees entering the twelve (12) hour **shift** schedule on a temporary **relief** basis from an eight (8) hour per day, forty (40) hour per week schedule, will be paid overtime at the rate of time and one-half for hours worked in excess of forty (40) for the first week upon entering the schedule and for the last week upon leaving the schedule, providing proper notice has not

been given and the change occurs **after** the **start** of the work week.

- e) Tour workers who work in excess of twelve (12) consecutive hours on a regularly scheduled **shift** or in excess of eight (8) consecutive hours on a scheduled day off, shall have the option of receiving the overtime premium on the basis of Section 11 of the Labour Agreement or of receiving straight time for these excess hours and taking equivalent time off in units of not less than four (4) hours at the hourly rate for the job when the work was performed, at a time suitable to the employee and the Company during the contract year. Any overtime remaining at the end of the contract year in which it is banked may be carried over to the next contract year for the purpose of taking equivalent time off if equivalent time off is **not** taken by the end of the contract year following the contract year in which it is earned, the Company shall pay the deferred one-half premium pay. Tour workers who choose to bank overtime may later re-elect to receive the deferred one-half premium.

## 5. Schedules

- a) No employee on a twelve (12) hour shift schedule shall work in excess of twenty-eight (28) hours in any forty-eight (48) hour period [e.g., one sixteen (16) hour shift **plus** one twelve (12) hour shift]. if this situation arises, Management will schedule as in 3. above, until the investigation for the cause of excess time at work is determined.
- b) Employees **will** give as much notice as they possibly can **on** requests for leave, so that they can be

replaced at straight time. Otherwise, the necessity to work employees on their days off will effectively negate the benefits gained from the additional days free from work in twelve (12) hour shift schedule (see No. 5(e) below).

- c) When the Company changes an employee's shift schedule after the start of the week, without notification being given during the ~~first~~ twelve (12) hours of his last shift preceding the new shift, the employee shall receive two (2) hours penalty payment at the straight time day rate for the first shift worked resulting from the change.
- d) If the change in shifts during the week is temporary, the penalty payment is not payable for the second change in shifts when the employee returns to his previously established shift schedule.
- e) All requests for holidays, vacations and banked time off must be submitted by 8:00 a.m., Wednesday in the week preceding the week in which the time off is requested. This will enable time off to be scheduled without undo disruption.
- f) In the case of unforeseen circumstances, when agreed upon procedures for relief of employees on twelve (12) hour shifts have been exhausted. Management reserves the right to schedule subsequent shifts according to the available manpower for up to ten (10) days in order to maintain the efficient operation of the Mill.

6. **Shift Differential**

For the purpose of the twelve (12) hour shift schedule the payment of Shift Differential will be based on the shift differential according to Section 12, Paragraph (a) of the Labour Agreement.

7. **Vacations**

a) An employee who has been employed for less than one (1) year and does not qualify under 1. (b) of Section 24 - Vacations of the Labour Agreement, will receive a vacation of two (2) hours for each full week of actual work performed during the preceding vacation period. No vacation of less than one (1) day will be granted.

b) Employees will be allowed to take vacation on a tour basis. For purposes of the twelve (12) hour five day schedule, a tour will be considered a five day week from Monday to Friday. For a five day week an employee will take 40 hours' annual or supplemental vacation. For the purposes of the twelve (12) hour two (2) shift schedule a tour will be considered one scheduled week in which the employee will take forty (40) hours' annual or supplemental vacation.

a. **Floater**

a) Floaters will be scheduled in advance (see No. 5(e) above).

b) Employees will receive five (5) shifts off as floating holidays.

9. Banked Time

Remaining banked time will be taken in non-prime time vacation period.

10. Bereavement Leave

When death occurs to a member of a regular full-time employee's immediate family, the employee **will** be granted an appropriate leave of absence and he **shall** be compensated at his regular straight time hourly rate for hours lost from his regular schedule for a maximum of twenty-four (24) hours.

11. Jury Duty

a) **Wage Compensation**

Any regular full time employee who is required to report for Jury selection, Jury Duty, Coroner's Inquest or who is subpoenaed to serve as a witness in a court action, save and except actions involving the Company or Trade Union, unless subpoenaed by the Crown, on a day when **he/she would** normally have worked, will be reimbursed by the Company for the difference between the pay received in such duty and **his/her** regular straight time **hourly** rate of pay for **his/her** regularly scheduled hours of work necessarily **lost**. It is understood that employees will be reimbursed by the Company for the difference between the pay received for such duty and **his/her** straight time rate of pay for **his/her** regularly scheduled hours of work in that week. The employee will be required to furnish proof of performing such service and such duty pay received.

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b) **Holidays and Overtime**

**Hours paid for such duty will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.**

## EXHIBIT J

### DEPARTMENTAL RELIEF MANNING

There will be Departmental Relief Manning Pools for the following areas:

- Paper Machines
- Stock Preparation
- Coater and Supercalender
- Scales
- Shipping
- Technical
- Day Work Relief
- Folio
- will

#### Initial Manning

The number of Relief employees in each Departmental Relief Pool may be adjusted by Management as required by changing conditions. The minimum number to be assigned to each Pool are [based on a four (4) shift operation in each area]:

Paper Machines	4	Folio	4
Stock Prep	4	will	4
Coater	4	(the following is based on day	
work only)			
Supercalender	2	Day Work Relief	2
Scale	2		
Shipping	2		
Technical	4		

These jobs will be filled as per the Job Posting Agreement.

It is the Union's and Management's objective to have as many Departmental Relief (posted) as practically possible, taking into



consideration changing conditions and the need for Relief on a Call List.

In addition to the minimum number of posted Relief assigned to each department. there will be a Pool of other posted Relief, the number to be determined by Management.

These additional posted Relief will accumulate departmental seniority upon entering the department and will move up according to "Departmental Relief Pool Vacancies" outlined below. These additional posted Relief will be primarily for the department they are posted to. but when not required in that department, will be trained in other **secondary** areas to **allow** them to work on their shift if vacancies occur.

### Ongoing Departmental Manning

After the initial establishment of the Departmental Relief Pools, departmental manning will be carried out by the following procedure:

#### Permanent Vacancies In the **Line** of Progression

1. All permanent vacancies in a department will be filled by move-ups in accordance with departmental seniority.
2. The bottom job in **the** line of progression will be filled by the most senior department Relief Pool employee.

When there is a vacancy in a Departmental Relief Pool it will be filled as per the Posting Agreement. except as outlined below:

## Senior Transfer Policy:

In order to provide the opportunity for senior employees in production to transfer from one department to another, the following Senior Transfer Policy will apply:

- An employee must have a minimum of five (5) years' seniority to qualify
- An employee must be card rated in a job category other than Relief
- An employee interested in a Senior Transfer **will** notify the Human Resources department of the department he/she wishes to transfer to. An employee may elect to transfer to only one department at any time but may change his/her designation with thirty (30) days' written notice.
- Employees must have a transfer request with the Human Resources department thirty (30) days prior to a vacancy before they will be considered eligible for a transfer to that department.
- A Senior Transfer will occur:
  - ~ when a vacancy is created in a department by an employee permanently leaving the department. it will not occur when additional shifts or new equipment are added.

- ~ a Senior Transfer will enter the department at the Relief position outlined below:

Paper Machines	4th Relief position
Stock Prep	4th Relief position
Coater	4th Relief position
Supercalender	2nd Relief position
Scales	2nd Relief position
Shipping	2nd Relief position
Technical	4th Relief position
Folio	4th Relief position
Will	4th Relief position

- ~ one out of every two attrition type vacancies in any one department can potentially be filled by a Senior Transfer. The alternate vacancies will be filled by move-ups, and post for an entry level Relief employee.

#### Labour Relief Pool Employees:

Employees in the Labour Relief Pool (unposted) **will** not be eligible for job postings but will move into departmental Relief Pool vacancies not filled by job posting, by virtue of seniority, i.e.. the senior Labour Relief Pool employee **will** fill the first vacancy available. The first move **will** not prevent the employee from posting to another vacancy within one year.

#### Schedules of Work

##### Departmental Relief Pools

1. Departmental Relief Pool employees will be scheduled as required in their own department and on their designated shift on a week-to-week basis.

2. If not required in their own department for a full week, the employee will be scheduled for a full week on their designated shift if a vacancy and training allow.
3. If no vacancy exists for a full week on the displaced employee's shift for which he/she could be considered, the employee will revert to the Labour Relief Pool (LRP) and be scheduled to vacancies for which they are qualified to do. They may not displace any other posted Relief employee who is in his/her regular position while other vacancies exist. If no vacancies exist a senior employee who has no work may displace the most junior employee for whose job the senior employee is qualified to do.

### **Additional Departmental Manpower**

If additional temporary manpower over and above established departmental Relief Pool levels is required, they will be secured from the Labour Relief Pool in accordance with Mill seniority

#### **Maintenance**

Helpers in the Maintenance area for temporary assignments will be drawn from the Labour Relief Pool as required.

#### **Technical Department**

Technical department Relief Pool employees will be required to hold and maintain a valid Industrial First Aid Ticket.

## JOB EVALUATION PLAN

### CONVERSION TABLE BY STEPS

STEP	MAY 01/87	MAY 01/88	AUG. 31/88	MAY 01/89	JULY 01/89	MAY 01/90	MAY 01/01	MAY 01/02
BASE	19.855	<b>20.250</b>	20.455	20.865	21.065	21.485	21.915	22.355
1/2	19.920	20.320	20.525	<b>20.935</b>	21.135	21.580	<b>21.990</b>	<b>22.430</b>
1	20.020	20.420	<b>20.625</b>	21.040	21.240	21.665	22.100	<b>22.540</b>
2	20.225	20.630	20.835	21.250	21.450	<b>21.880</b>	<b>22.320</b>	22.765
3	20.405	20.815	21.020	21.440	21.640	22.075	22.515	22.965
4	20.595	21.005	21.210	21.635	21.835	22.270	22.715	23.170
5	20.800	21.215	21.420	<b>21.850</b>	<b>22.050</b>	22.490	22.940	23.400
6	21.000	21.420	21.625	22.060	22.260	22.705	23.160	<b>23.625</b>
7	21.210	21.635	21.840	22.275	22.475	22.925	<b>23.385</b>	23.855
8	21.410	21.840	<b>22.045</b>	22.485	22.685	23.140	<b>23.605</b>	24.075
9	21.615	22.045	22.250	22.695	22.895	<b>23.355</b>	<b>23.820</b>	24.295
10	21.810	22.245	22.450	22.900	23.100	23.560	<b>24.030</b>	24.510
11	22.025	22.465	22.670	23.125	23.325	23.790	24.265	24.750
12	22.235	22.680	22.885	<b>23.345</b>	<b>23.545</b>	24.015	24.495	24.985
13	22.415	22.865	<b>23.070</b>	<b>23.530</b>	23.730	<b>24.205</b>	24.690	25.185
14	22.610	<b>23.060</b>	23.265	23.730	23.930	24.410	<b>24.900</b>	25.400
15	<b>22.805</b>	23.260	<b>23.465</b>	23.935	<b>24.135</b>	24.620	25.110	<b>25.610</b>
16	22.990	23.450	23.655	24.130	<b>24.330</b>	<b>24.815</b>	<b>25.310</b>	<b>25.815</b>
17	<b>23.180</b>	23.645	23.850	<b>24.325</b>	24.525	25.015	25.515	26.025
18	23.335	<b>23.800</b>	24.005	<b>24.485</b>	24.685	<b>25.180</b>	25.685	26.200
19	23.510	23.980	<b>24.185</b>	24.670	24.870	25.365	25.870	<b>26.385</b>
20	23.705	24.180	24.365	24.875	25.075	25.575	<b>26.085</b>	<b>26.605</b>
21	<b>23.895</b>	24.375	24.580	<b>25.070</b>	<b>25.270</b>	25.775	26.290	<b>26.815</b>
22	24.070	24.550	24.755	25.250	25.450	25.960	26.480	27.010
23	24.260	24.745	24.950	<b>25.450</b>	25.650	26.165	<b>26.690</b>	27.225
24	24.425	24.915	25.120	25.620	<b>25.820</b>	26.335	<b>26.860</b>	27.395
25	24.605	25.095	<b>25.300</b>	<b>25.805</b>	26.005	26.525	<b>27.055</b>	<b>27.595</b>
26	24.795	25.290	25.495	26.005	26.205	26.730	27.265	27.810
27	24.995	25.495	25.700	<b>26.215</b>	<b>26.415</b>	26.945	27.485	28.035
28	25.175	<b>25.680</b>	<b>25.885</b>	<b>26.405</b>	<b>26.605</b>	27.135	27.690	<b>28.235</b>
29	25.350	25.855	26.060	<b>26.580</b>	26.780	27.315	27.860	28.415
30	<b>25.530</b>	26.040	<b>26.245</b>	26.770	26.970	27.510	<b>28.060</b>	<b>28.620</b>

STEP	MAY 01/97	MAY 01/98	AUG. 31/98	MAY 01/99	JULY 01/99	MAY 01/00	MAY 01/01	MAY 01/02
31	25.705	26.220	26.425	26.955	27.155	27.700	28.255	28.820
32	25.890	26.410	26.615	27.145	27.345	27.890	28.450	29.020
33	26.070	26.590	26.795	27.330	27.530	28.080	28.640	29.215
34	26.260	26.785	26.990	27.530	27.730	28.285	28.850	29.425
35	26.425	26.955	27.160	27.705	27.905	28.465	29.035	29.615
36	26.615	27.145	27.350	27.895	28.095	28.655	29.230	29.815
37	26.780	27.315	27.520	28.070	28.270	28.835	29.410	30.000
38	26.980	27.520	27.725	28.280	28.480	29.050	29.630	30.225
39	27.165	27.710	27.915	28.475	28.675	29.250	29.835	30.430
40	27.355	27.900	28.105	28.665	28.865	29.440	30.030	30.630
41	27.530	28.080	28.285	28.850	29.050	29.630	30.225	30.830
42	27.720	28.275	28.480	29.050	29.250	29.835	30.430	31.040
43	27.890	28.450	28.655	29.230	29.430	30.020	30.620	31.230
44	28.080	28.640	28.845	29.420	29.620	30.210	30.815	31.430
45	28.275	28.840	29.045	29.625	29.825	30.420	31.030	31.650
46	28.445	29.015	29.220	29.805	30.005	30.605	31.215	31.840
47	28.625	29.200	29.405	29.995	30.195	30.800	31.415	32.045
48	28.800	29.375	29.580	30.170	30.370	30.975	31.595	32.225
49	28.985	29.565	29.770	30.365	30.565	31.175	31.800	32.435
50	29.165	29.750	29.955	30.555	30.755	31.370	31.995	32.635
51	29.360	29.945	30.150	30.755	30.955	31.575	32.205	32.850
52	29.530	30.120	30.325	30.930	31.130	31.755	32.390	33.040
53	29.720	30.315	30.520	31.130	31.330	31.955	32.595	33.245
54	29.910	30.510	30.715	31.330	31.530	32.160	32.805	33.460
55	30.100	30.700	30.905	31.525	31.725	32.360	33.005	33.665
56	30.275	30.880	31.085	31.705	31.905	32.545	33.195	33.860
57	30.480	31.090	31.295	31.920	32.120	32.760	33.415	34.085
58	30.660	31.275	31.480	32.110	32.310	32.955	33.615	34.285
59	30.860	31.485	31.670	32.305	32.505	33.155	33.820	34.495
60	31.050	31.670	31.875	32.515	32.715	33.370	34.035	34.715
61	31.240	31.865	32.070	32.710	32.910	33.570	34.240	34.925
62	31.420	32.050	32.255	32.900	33.100	33.760	34.435	35.125
63	31.605	32.235	32.440	33.090	33.290	33.955	34.635	35.330
64	31.800	32.435	32.640	33.295	33.495	34.165	34.850	35.545
65	31.980	32.620	32.825	33.480	33.680	34.355	35.040	35.740