

Collective Agreement

Between

**Domtar
Vancouver Mill**

and

**Communications, Energy and Paperworkers Union of Canada
Local 789**

Begins:

05/01/2003

Terminates:

04/30/2008

11703(03)

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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) In the event of a change in the employer status, members of Local 789 will retain all of their rights under the Collective Agreement.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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, 2003 to midnight April 30, 2008, 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, 2008 but in any event not later than by midnight April 30, 2008, 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:

15 - 29 days	up to 5 days training
30 - 59 days	up to 9 days training
60 - 89 days	up to 12 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

Section 10 – Wages

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

Step	Base Rate	May 1 2003	May 1 2004	May 1 2005	May 1 2006	May 1 2007
Stock Preparation						
(34)	Beater Engineer	30.175	30.930	31.550	32.180	32.825
(16)	Panel Board Operator	26.485	27.145	27.690	28.245	28.810
(11)	Sizemaker	25.390	26.025	26.545	27.075	27.615
(8)	Stock Preparation Driver	24.225	24.830	25.325	25.830	26.345
(2)	Stock Preparation Helper	23.355	23.940	24.420	24.910	25.410
(Base)	Stock Prep Relief	22.930	23.505	23.975	24.455	24.945
Machine Room - No. 2 M/C						
(55)	Machine Tender	34.520	35.385	36.095	36.815	37.560
(43)	Back Tender	32.025	32.825	33.480	34.150	34.835
(27)	Third Hand	28.745	29.465	30.055	30.655	31.270
(23)	Singel Drum Winder Operator	27.915	28.615	29.185	29.770	30.365
(15)	Fourth Hand	26.270	26.925	27.465	28.015	28.575
[15]	First Assistant to Winder	26.270	26.925	27.465	28.015	28.575
(6)	Operator Assistant to Winder	24.225	24.830	25.325	25.830	26.345
(Base)	Utility Winder	22.930	23.505	23.975	24.455	24.945
(Base)	Paper Machine Relief	22.930	23.505	23.975	24.455	24.945
Machine Room - No. 1 M/C						
(45)	Machine Tender	32.455	33.265	33.930	34.610	35.300
(35)	Back Tender	30.365	31.125	31.750	32.385	33.035
(21)	Third Hand	27.500	28.190	28.755	29.330	29.915
(11)	Fourth Hand	25.390	26.025	26.545	27.075	27.615
Coater						
(38)	Coating Operator	30.995	31.710	32.405	33.055	33.715
(26)	Coater Operations Assistant	28.515	29.230	29.815	30.410	31.020
(13)	Re-Reeler Operator	25.825	26.470	27.000	27.540	28.090
(7)	Coater Utility	24.465	25.075	25.575	26.085	26.605
(3)	Re-Reeler Utility	23.555	24.145	24.630	25.125	25.630
(Base)	Coater Relief	22.930	23.505	23.975	24.455	24.945
(28)	Super Calender Operator	28.955	29.680	30.275	30.880	31.500
(10)	Super Calender Utility	25.145	25.775	26.290	26.815	27.350

(Base) Super Calender Relief	22.930	23.505	23.975	24.455	24.945
Finishing					
(26) #1 Folio Operator	28.515	29.230	29.815	30.410	31.020
(23) #2 Folio Operator	27.915	28.615	29.185	29.770	30.365
(18) Packaging Operator	26.865	27.535	28.085	28.645	29.220
(8) Assistant Folio I	24.690	25.305	25.810	26.325	26.850
(6) Assistant Packaging Operator	24.225	24.830	25.325	25.830	26.345
(5) Folio Utility	24.000	24.600	25.090	25.590	26.100
(3) Assistant Folio II	23.555	24.145	24.630	25.125	25.630
(Base) Folio Relief	22.930	23.505	23.975	24.455	24.945
(12) Rewinder Operator	25.625	26.265	26.790	27.325	27.870
(10) #2 Scaler	25.145	25.775	26.290	26.815	27.350
(9) Trimmer Operator	24.925	25.560	26.060	26.580	27.110
(7) Clamp Driver	24.465	25.075	25.575	26.085	26.605
(5) #1 Scaler	24.000	24.600	25.090	25.590	26.100
(4) Coreman	23.765	24.360	24.845	25.340	25.845
(2) Baler	23.355	23.940	24.420	24.910	25.410
(1) Utility	23.120	23.700	24.175	24.660	25.155
(Base) Scale Relief	22.930	23.505	23.975	24.455	24.945
Shipping					
(15) Senior Shipper Warehouseman	26.270	26.925	27.465	28.015	28.575
(12) Shipper Warehouseman	25.625	26.265	26.790	27.325	27.870
(9) Warehouseman	24.925	25.550	26.060	26.580	27.110
(2) Utility Lift Truck Operator	23.355	23.940	24.420	24.910	25.410
(Base) Shipping Relief	22.930	23.505	23.975	24.455	24.945
Yard Crew					
(8) Yard Leadhand	24.690	25.305	25.810	26.325	26.850
(5) Forklift Driver	24.000	24.600	25.090	25.590	26.100
Mill Stores					
(2) Recycle Utility Driver	23.355	23.940	24.420	24.910	25.410
(Base) Day Relief	22.930	23.505	23.975	24.455	24.945
(9) Suppliesman	24.925	25.550	26.060	26.580	27.110
(8) Counterman	24.690	25.305	25.810	26.325	26.850
(6) Stores Clerk - after 1 year	24.225	24.830	25.325	25.830	26.345
(4) Stores Clerk - 2nd 6 months	23.765	24.360	24.845	25.340	25.845
(2) Stores Clerk - 1st 6 months	23.355	23.940	24.420	24.910	25.410
(4) Supplies Helper	23.765	24.360	24.845	25.340	25.845
Mechanical					
Chief Electrician	31.830	32.625	33.280	33.945	34.625
Head Millwright	31.535	32.325	32.970	33.630	34.305
Head Instrument Mechanic	31.535	32.325	32.970	33.630	34.305
Head Pipefitter	31.535	32.325	32.970	33.630	34.305
Roll Grinder	30.355	31.115	31.735	32.370	33.015

Leadhand	31,110	31,890	32,630	33,180	33,848
Trades Journeyman	30,355	31,115	31,735	32,370	33,015
Shift Engineer 2nd Class	31,110	31,890	32,630	33,180	33,848
* Shift Engineer 3rd Class	30,355	31,115	31,735	32,370	33,015
Assist. Shift Engineer 3rd Class	30,355	31,115	31,735	32,370	33,015
Class					
Services Helper	23,120	23,700	24,175	24,660	25,155
4 th Year Apprentice	28,135	28,840	29,415	30,005	30,605
3 rd Year Apprentice	25,850	26,495	27,025	27,565	28,115
2 nd Year Apprentice	24,775	25,395	25,905	26,425	26,955
1 st Year Apprentice	24,360	24,970	25,470	25,980	26,500
* + 20 cents per hour if 2nd Class					
Technical					
(16) Senior Paper Tester	26,485	27,145	27,690	28,245	28,810
(13) Lab Technician	25,825	26,470	27,000	27,540	28,090
(10) Paper Tester	25,145	25,775	26,290	26,815	27,350

First Aid

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

	May 1/03	May 1/04	May 1/05	May 1/06	May 1/07
Level III	25.290	25.925	26.440	26.970	27.510
Level II	24.900	25.525	26.035	26.555	27.085

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 a 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

(a) 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 straight time 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:

	(% of base rate)
8:00 a.m. to 8:00 p.m.	2.50%
8:00 p.m. to 8:00 a.m.	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**:

(% of base rate)

8:00 a.m. to 4:00 p.m.	2.00%
4:00 p.m. to 12:00 a.m.	3.55%
12:00 a.m. to 8:00 a.m.	4.50%

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

(% of base rate)

4:00 p.m. to 12:00 a.m.	2.25%
12:00 a.m. to 8:00 a.m.	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:

(% of base rate)

4:00 p.m. to 12:00 a.m.	2.25%
12:00 a.m. to 8:00 a.m.	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.

(e) **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 arrange their day or days off by mutual arrangement with the Union and the Shift Schedule if it is a part-time employee. A penalty to the employer.
- (e) Where a system of day off is now in effect, same shall remain in effect as long as mutually satisfactory to the Union and the Company. It is understood that the Company has the right to change the system of days off at any time without notice.
- (f) If an employee's scheduled day off falls on a day not recognized by this Agreement, he/she shall have the right of deferring the day off with the Statutory holiday pay.

The employee shall notify the Company in writing (7) days prior to the Statutory Holiday of his/her intent and the day off in substitution 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 employee's day off in lieu will be at a time mutually agreeable to the employee and Company.

- (g) When the Company changes an employee's shift schedule after the start of a week with notification being given during the first eight (8) hours of his shift according to the contract, the employee shall be entitled to a (2) hours penalty payment at the straight time day rate for the first shift worked resulting from the change.

If the change in shift schedule for the week is temporary, the penalty payment is not payable for the week of change if the employee works 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 hour 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. at least 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

sactionlo – 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 e Cell 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 Union Shop Steward is mandatory 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:

New Year's Day40 hours
(4:00 p.m. December 31 to 8:00 a.m. January 2)

Easter Monday 24 hours
(8:00 a.m. Monday to 8:00 a.m. Tuesday)

Canada Day24 hours
(8:00 a.m. July 1 to 8:00 a.m. July 2)

Labour Day24 hours
(8:00 a.m. Monday to 8:00 a.m. Tuesday)

Christmas Eve 24 hours
(8:00 a.m. December 24 to 8:00 a.m. December 25)

Christmas Day 24 hours
(8:00 a.m. December 25 to 8:00 a.m. December 26)

Boxing Day 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 Holidays 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 that shift.

(d) Pay for Holiday Work

1. An employee shall be paid for all work performed on holidays at the rates hereinafter specified.
2. An employee who works on such a day shall receive equivalent time off with pay at his straight time hourly rate. Such time off shall be treated in the same manner as a Statutory Holiday.
3. An employee who works at Christmas shall be paid overtime for work during that holiday as provided 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 Statutory Holidays will be granted eight (8) hours' pay at the straight time rate of the employee's regular shift, subject to the terms and conditions of the conditions set forth below:

1. The employee must have been on the payroll for not less than 60 days immediately preceding the holiday and must have been on the payroll on

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 falls 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 em- ployee during the preceding Vacation period; or hours pay at the hourly rate of the employee's regular job
1. 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;	
<p>been employed for less than one year but has worked not less than 1,500 hours during the preceding vacation period. OR</p> <p>been employed for not less than one year and who has not less than 1,200 hours during the preceding vacation period, including</p>	2 weeks	4 1/2% or 80 hours

<p>hours paid for Vacations, Supplementary vacations; statutory Holidays; Special (Personal) Floating Holidays; Jury or Bereavement Leave; Contractual Steam Plant Apprenticeship and First Aid Leaves; Banked Days Off and Days Off in lieu of work performed on a Statutory Holiday;</p>		
2. qualified for his 2nd vacation Under this agreement	3 weeks	6 1/2% or 120 8 1/2% or 120
3. qualified for his 7th vacation under this agreement	4 weeks	8 1/2 % or 160 hours
4. qualified for his 14th vacation under this agreement	5 weeks	10 1/2% or 200 hours
5. qualified for his 23rd vacation under this agreement	5 weeks	12 1/2% or 240 hours
6. qualified for his 29th vacation under this agreement	7 weeks	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)
Alter 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 live (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, stepchildren, 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

1. 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.
2. Contributions

The contribution levels will be as follows:

January 1 2002	Employer 10%	Employee 3.0%
January 1 2004	Employer 10%	Employee 4.5%
January 1 2005	Employer 10%	Employee 6.0%
January 1 2006	Employer 10%	Employee 7.0%
January 1 2007	Employer 10%	Employee 8.0%

3. Governance
 - (a) The union agrees to provide the Company with audited financial statements and actuarial valuations as per the Plan.
 - (b) The Company agrees to the revised governance of the plan as follows:

- **3 Trustees** appointed by the member employers
- **3 Trustees** elected or appointed by the **CEP**
- **3 Trustees** elected or appointed by the **PPWC**

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	Weeks/ Year* or	% of Earnings
1st Ten Years	2	4%
Subsequent Years	1	2%
Maximum Severance Allowance	45 Weeks	1800 Hours

* Computed on the basis of forty (40) straight time hours at the employees regular rate.

For employees with a minimum of one (1) year 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.

Where the right of recall and seniority 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 permitted his/her severance allowance to be paid forthwith and all seniority and recall rights forfeited.

There will be no payment of severance allowance if the employee has already received severance allowance under Section 31 - Job Security or Section 32 - Permanent Plant Closure.

Section 31 - Job Security

In the event of an interest or concern of the participants in the impact on wages and conditions of employment resulting from a change in the company's business, 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 Subsection (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	Weeks/ Year* or	% of Earnings
1 st Ten Years	2	4%
Subsequent Years	1	2%
Maximum Severance Allowance	45 Weeks	1800 Hours

* Computed on the basis of forty (40) straight time hours at the employees regular rate

For an employee with a period of one (1) year or more of continuous service, the severance allowance shall not be less than four (4) weeks' pay.

2. Such severance allowance for an employee who is unable to work shall be at least thirty (30) days' pay of separation.

3. At the time of termination, the employee shall have the option of receiving the severance allowance in a lump sum or by periodic payments. The severance allowance shall be in full at the time of termination or up to one (1) year from the date of termination.

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 of two (2) weeks per year of service to a

maximum of fifty - two (52) weeks based on the employee's years of employment during the employee's last period of continuous service computed on the basis of forty (40) straight time hours per week at the employee's regular rate.

For employees with a minimum of one (1) year 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.

- (b) 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".

Signatories to the 2004 M.O.A.

In witness whereof, we the undersigned have as the accredited representatives of the respective parties to this Agreement, hereunto set our signatures.

Dated at Surrey, British Columbia, this 25th day of January, 2004.

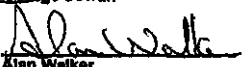
For the Company,



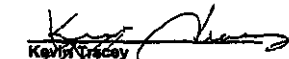
Ghislain Morin



George Cowan



Alan Walker



Kevin Tracey




Ron Gillies



Charles Dickens



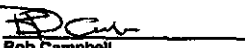
For the Union,



Mike Fenton



Ross MacPherson



Rob Campbell



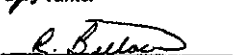
Jim Eddy



Vince Lukacs



Gary Turner



Randy Billow

EXHIBIT "A"

Welfare Plan

This Exhibit "A", including Schedule 1, which is attached hereto and forms part 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
BENEFIT

Company100%

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

me 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 **twelve (12)** 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 Weakly 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.

The Company will reimburse employees for the costs of medical forms and specialist reports when required by the WI and LTD carriers. This is agreed on the basis that the company will be reimbursed by the insurance carrier.

Group Term Life and A.D.&D. Insurance Coverage

Effective Date	Group Term Life	A.D.&D.
May 1, 2002		
May 1, 2003		
May 1, 2004		
May 1, 2005	\$85,750	\$85,750
May 1, 2006		\$87,450
May 1, 2007	\$89,200	\$89,200

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

Effective May 1, 2003 Base Rate \$22.930

Hourly Job Rate	Insurance
22.75 but less than 23.00	\$565
23.00 but less than 23.25	\$570
23.25 but less than 23.50	\$575
23.50 but less than 23.75	\$580
23.75 but less than 24.00	\$585
24.00 but less than 24.25	\$590
24.25 but less than 24.50	\$595
24.50 but less than 24.75	\$600
24.75 but less than 25.00	\$605
25.00 but less than 25.25	\$610
25.25 but less than 25.50	\$615
25.50 but less than 25.75	\$620
25.75 but less than 26.00	\$625
26.00 but less than 26.25	\$630
26.25 but less than 26.50	\$635
26.50 or over	\$640
2.5% wage adjustment [2.5% x 625] + 625 = \$640.63	

Effective May 1, 2004 Base Rate \$23.505

Hourly Job Rate	Insurance
23.50 but less than 23.75	\$580
23.75 but less than 24.00	\$585
24.00 but less than 24.25	\$590
24.25 but less than 24.50	\$595
24.50 but less than 24.75	\$600
24.75 but less than 25.00	\$605
25.00 but less than 25.25	\$610
25.25 but less than 25.50	\$615
25.50 but less than 25.75	\$620
25.75 but less than 26.00	\$625
26.00 but less than 26.25	\$630
26.25 but less than 26.50	\$635
26.50 but less than 26.75	\$640
26.75 but less than 27.00	\$645
27.00 but less than 27.25	\$650
27.25 or over	\$655
2.5%wage adjustment [2.5% x 640] + 640 = \$656.00	

Effective Y ay 1, 2005 Base Rate \$23.975

Hourly Job Rate	Insurance
23.75 but less than 24.00	\$585
24.00 but less than 24.25	\$590
24.25 but less than 24.50	\$595
24.50 but less than 24.75	\$600
24.75 but less than 25.00	\$605
25.00 but less than 25.25	\$610
25.25 but less than 25.50	\$615
25.50 but less than 25.75	\$620
25.75 but less than 26.00	\$625
26.00 but less than 26.25	\$630
26.25 but less than 26.50	\$635
26.50 but less than 26.75	\$640
26.75 but less than 27.00	\$645
27.00 but less than 27.25	\$650
27.25 but less than 27.50	\$655
27.50 but less than 27.75	\$660
27.75 but less than 28.00	\$665
28.00 or over	\$670

2.0% wage adjustment [2.0% x 655] + 655 = \$668.10

Effective May 1, 2006 Base Rate \$24.455

Hourly Job Rate	Insurance
24.25 but less than 24.50	\$595
24.50 but less than 24.75	\$600
24.75 but less than 25.00	\$605
25.00 but less than 25.25	\$610
25.25 but less than 25.50	\$615
25.50 but less than 25.75	\$620
25.75 but less than 26.00	\$625
26.00 but less than 26.25	\$630
26.25 but less than 26.50	\$635
26.50 but less than 26.75	\$640
26.75 but less than 27.00	\$645
27.00 but less than 27.25	\$650
27.25 but less than 27.50	\$655
27.50 but less than 27.75	\$660
27.75 but less than 28.00	\$665
28.00 but less than 28.25	\$670
28.25 but less than 28.50	\$675
28.50 but less than 28.75	\$680
28.75 or over	\$685
2.0% wage adjustment [2.0% x 670] + 670 = \$683.40	

Effective May 1, 2007 Base Rate \$24.945

Hourly Job Rate	Insurance
24.75 but less than 25.00	\$605
25.00 but less than 25.25	\$610
25.25 but less than 25.50	\$615
25.50 but less than 25.75	\$620
25.75 but less than 26.00	\$625
26.00 but less than 26.25	\$630
26.25 but less than 26.50	\$635
26.50 but less than 26.75	\$640
26.75 but less than 27.00	\$645
27.00 but less than 27.25	\$650
27.25 but less than 27.50	\$655
27.50 but less than 27.75	\$660
27.75 but less than 28.00	\$665
28.00 but less than 28.25	\$670
28.25 but less than 28.50	\$675
28.50 but less than 28.75	\$680
28.75 but less than 29.00	\$685
29.00 but less than 29.25	\$690
29.25 but less than 29.50	\$695
29.50 or over	\$700

2.0% wage adjustment $[2.0\% \times 685] \pm 685 = \698.70

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, 2003 is \$640; May 1, 2004 is \$655; May 1, 2005 is \$670; May 1, 2006 is \$685, and May 1, 2007 is \$700.

Medical-Surgical Coverage

The **W** Plan will include **Med** coverage as **eqd** by the **B.C.** **I Co**

The Standard Extended Health Benefit Plan

The Standard Extended Health Benefit Plan will also form part of this Agreement.

(a) **f**

The co-insurance rate for **liz** **ior** will be incorporated into **the** Extended **H** **lth** **efit** coverage to a **ir** of **y**.

(b) Vision Care for Employees and Dependents

The Standard Extended **r Be** **lan** will **clude a** vision care program **subject to the** co-**surance** and deductible of the **plan as follows:**

Payment, up to a maximum of \$ **p p** in any two (24) consecutive **on p** **ric** for charges incurred relative to the purchase of lenses and frames or contact lenses when prescribed by a **l** **on** legally **qualified** to make such prescription; provided, however that if **tr** **il** **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 stack 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) There will be a minimum of **sixty (60)** months of benefit payment for persons with sixty (60) or less months of service.
- c) 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.

- d) 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.

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

The Company will reimburse employees for the costs of medical forms and specialist reports when required by the WI and LTD carriers. This is agreed on the basis that the company will be reimbursed by the insurance carrier.

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

- (a) 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'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 Occurrenceof 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 reline fixed or removable appliances.

(f) Endontics

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, Crowns, and Bridge Procedures

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

(i) 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 \$3500 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 90% of eligible expenses.
- (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 occur. 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

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. It 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.

E H I " "

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 accepted to the Vocational School authorities, employees all be granted three (3) months of absence with pay to attend the Vocational School to complete the course and write the examination for the Fourth Class Power Engineering Certificate.

During his first week at the school, an employee will be evaluated by the school authorities to determine his degree of advancement in the evaluation is based on his progress at the school. If the employee does not write the prescribed examination, in the event that the evaluation is not favorable, the employee will be returned to the mill areas where further study is needed and he will return to the mill and continue his recommended home studies. Upon completion of this additional study, the employee will be granted three (3) months of absence with pay and one month of absence 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 (6) **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 textbook 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-2ndClass
 - Head InstrumentMechanic
 - Shift Engineer-3rdClass
 - HeadPipefitter Welder
 - Chief Electrician
 - Roll Lathe Operator
 - Head Millwright
 - Lead Hand (Mechanical)
 - Trades -Journeyman
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
Welder	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 practice 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 sewed.

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 net 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)~~ **eight (8)** 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) **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.

2. **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. **ShM 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) Floater 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 am, 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 ail times. Employees on scheduled time off will **return** to their predetermined position.

9. **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**.

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

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.

12. Definitions

- The twelve (12) hour shift times of 6:00 am. 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 am. and a week as a period of seven (7) calendar days beginning at 6:00 am. Sunday.
- Recognized **Statutory Holidays** that are 24 hours in duration will commence end 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 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 - 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.

13. **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].

14. **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 shin tradesmen in each trade to cover for sickness, vacation, etc.
- c) Shift tradesmen will be selected within each trade by annual **postings** in April **with** implementation May 1" each year. 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 shin 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 Jury 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 Jury 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 continuous schedule, as outlined in (1) below:

1. Definitions

The (12) hour shifts, in a non-continuous schedule shall consist of twelve (12) hour shift schedule, which in two crews working six (6) shifts in ten (10) 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 receipt (7) days in writing, to the Departmental Director with the Standing Committee of the Board for the proposed change, the employee's education and training and areas to be affected, the Department may schedule the employee to work on any twelve (12) hour shift as provided in this agreement. The employees may elect to work eight (8) hour shifts, if the schedule is a five (5) day per week schedule

b) Any change to a twelve (12) hour shift schedule shall be scheduled according to the Department's "I" shift schedule. The "I" shift schedule is a non-continuous schedule and shall be reviewed 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 alter 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 undue 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 live 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.

8. **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.

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.

EX I “ ”

DEPARTMENTAL RELIEF MANNING

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

- Paper Machines
- Stock Preparation
- Coater
- Supercalender
- Scales
- Shipping
- Technical
- **Day Work**
- Folio
- Trimmer

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 based on a four (4) shift schedule in each area are:

Paper Machines	4	Folio	4
Stock Prep	4	Coater	4
Supercalender	2	Trimmer	2
Scale	2	Day Work Relief	2
Shipping	2		
Technical	4		

All permanent vacancies in a line of progression will be filled by move-ups in **accorcance** with departmental seniority.

The bottom full time position in the line of progression will be filled by the **most** senior department relief **pool** employee unless a senior transfer is exercised.

The bottom position (*junior* relief) in the line of progression will be filled as per the Posting for Jobs section of the Local Agreement Book. If there is no applicant for the posting, it will be filled on the basis of *juniority*.

It is the Union's and Management's objective to have as many posted departmental reliefs as practically possible, taking into consideration changing conditions and the need for relief employees on a call list.

Senior Transfer Policy

To provide the opportunity for senior **employees** 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** for a senior transfer.

An employee interested in a senior transfer will notify Human Resources of the **department(s)** **he/she** wishes to transfer to.

Employees must have their senior transfer request with Human Resources for thirty (**30**) days prior to a vacancy occurring before they will be considered eligible for a transfer into that department.

When a vacancy occurs in a department, it will be posted in accordance **with** the "Posting for Jobs Section" of the **Local Agreements Book**.

An employee wishing to exercise a senior transfer must have more mill seniority than the employees who have signed the posting.

The employee exercising a senior transfer will enter the department in the most junior full time **position** providing **he/she** has more mill seniority than the current

departmental reliefs. If the employee has less mill seniority than one or more of the current departmental reliefs he/she will enter the department just behind the more senior employee(s).

There is no "Trial and Evaluation Period" with a senior transfer.

Once an employee has exercised a senior transfer, any other senior transfer requests on record for that employee will be forfeited. The employee must also wait 12 months to be eligible to apply for another senior transfer or any job posting unless an apprenticeship or a new job classification is created.

A senior transfer may occur for any full time permanent vacancy in any department other than Mill Stores or The Yard Crew.

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 on the employee's designated shift, the employee will revert to the Labour Relief Pool (LRP) and be scheduled to vacancies for which they are qualified to. 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.

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 department 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 01/03	MAY 01/04	YAY 01/05	MAY 01/06	MAY 01/07
BASE	22.930	23.505	23.975	24.455	24.945
1/2	23.005	23.580	24.050	24.530	25.020
1	23.120	23.700	24.175	24.660	25.155
2	23.355	23.940	24.420	24.910	25.410
3	23.555	24.145	24.630	25.125	25.630
4	23.765	24.360	24.845	25.340	25.845
5	24.000	24.600	25.090	25.590	26.100
6	24.225	24.830	25.325	25.830	26.345
7	24.465	25.075	25.575	26.085	26.605
8	24.690	25.305	25.810	26.325	26.850
9	24.925	25.550	26.060	26.580	27.110
10	25.145	25.775	26.290	26.815	27.350
11	25.390	26.025	26.545	27.075	27.615
12	25.625	26.265	26.790	27.325	27.870
13	25.825	26.470	27.000	27.540	28.090
14	26.045	26.695	27.230	27.775	28.330
15	26.270	26.925	27.465	28.015	28.575
16	26.485	27.145	27.690	28.245	28.810
17	26.690	27.355	27.900	28.460	29.030
18	26.865	27.535	28.085	28.645	29.220
19	27.070	27.745	28.300	28.865	29.440
20	27.295	27.975	28.535	29.105	29.685
21	27.500	28.190	28.755	29.330	29.915
22	27.695	28.385	28.955	29.535	30.125
23	27.915	28.615	29.185	29.770	30.365
24	28.110	28.815	29.390	29.980	30.580
25	28.300	29.010	29.590	30.180	30.785
26	28.515	29.230	29.815	30.410	31.020
27	28.745	29.465	30.055	30.655	31.270
28	28.955	29.680	30.275	30.880	31.500
29	29.145	29.875	30.475	31.085	31.705
30	29.350	30.085	30.685	31.300	31.925

31	29.550	30.290	30.895	31.515	32.145
32	29.765	30.510	31.120	31.740	32.375
33	29.960	30.710	31.325	31.950	32.590
34	30.175	30.930	31.550	32.180	32.825
35	30.365	31.125	31.750	32.365	33.035
36	30.580	31.345	31.970	32.610	33.260
37	30.765	31.535	32.165	32.810	33.465
38	30.995	31.770	32.405	33.055	33.715
39	31.205	31.985	32.625	33.280	33.945
40	31.415	32.200	32.845	33.500	34.170
41	31.615	32.405	33.055	33.715	34.390
42	31.830	32.625	33.280	33.945	34.625
43	32.025	32.825	33.480	34.150	34.835
44	32.240	33.045	33.705	34.380	35.070
45	32.455	33.265	33.930	34.610	35.300
46	32.650	33.465	34.135	34.820	35.515
47	32.860	33.680	34.355	35.040	35.740
48	33.055	33.890	34.560	35.250	35.955
49	33.265	34.095	34.775	35.470	36.180
50	33.465	34.300	34.985	35.685	36.400
51	33.685	34.525	35.215	35.920	36.640
52	33.875	34.720	35.415	36.125	36.845
53	34.095	34.945	35.645	36.360	37.085
54	34.310	35.170	35.875	36.595	37.325
55	34.520	35.385	36.095	36.815	37.550
56	34.725	35.595	36.305	37.030	37.770
57	34.955	35.830	36.545	37.275	38.020
58	35.165	36.045	36.765	37.500	38.250
59	35.375	36.260	36.985	37.725	38.480
60	35.600	36.490	37.220	37.965	38.725
61	35.815	36.710	37.445	38.195	38.960
62	36.020	36.920	37.660	38.415	39.185
63	36.230	37.135	37.880	38.640	39.415
64	36.450	37.360	38.105	38.865	39.640
65	36.650	37.565	38.315	39.080	39.860

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Local **Agreements**

Between

**Domtar
Vancouver Mill**

and

Communications, Energy and Paperworkers Union of Canada
Local 789

Begins:
05/01/2003

Terminates:
04/30/2008

11703(03)

The following is not considered to be
Part of the Collective Agreement

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Introduction

Contents

This booklet contains the main agreements between the Company (Domtar Vancouver Mill) and the Union (Communications, Energy and Paperworkers Union of Canada, Local 789) not contained in the Labour Agreement booklet. Certain Company policies are also included for information. This booklet will be updated as necessary with the agreement of both parties.

Framework

The Memorandum of Agreement between the Company and Union remains the framework for the agreements in this booklet and shall prevail in any case of conflict. The agreements listed in this booklet, as edited and updated, shall prevail over other versions in past Standing Committee minutes directly relating to the same topic.

Grievability

The agreements listed in this booklet and in Standing Committee minutes are grievable on the same basis as the contents of the Memorandum of Agreement.

Ratification

Agreements reached in Standing Committee are subject to ratification by the Union Membership and Senior Management. The parties will inform each

of such ratification. The agreements in this booklet shall be considered ratified by both parties.

Cancellation

The items in this booklet shall remain in effect unless:

- i) One or the other party gives notice of cancellation of an item during collective bargaining for a new labour agreement or,
- ii) Both parties agree to cancel or otherwise alter an item in Standing Committee.
- iii) Otherwise stated within

Part A

UNION - MANAGEMENT AGREEMENTS

Breaks - Continuous Operation

There are not regular scheduled break times for employees working in continuous operations, but the supervisor should ensure each employee is able to take breaks within a reasonable period.

Call In Procedure

(S/C. March 18/1997)

1. When a vacancy occurs on shift, and there are trained employees available, move up on shift and call

an employee in or replace from another department on the entry-level position at straight time.

2. If a complete move up on shift cannot be achieved, employees on days off and available, listed on the current crew standards on the same job being vacated, will be called, by seniority to fill the position. If no employee is available then,
3. Call the senior qualified employee in the appropriate line of progression on his/her days off and who is available to cover. The employee will be paid his/her card rate or the rate of the job, whichever is greater.
 - i) If the employee called in is junior to the employee on the job below the vacant job. the senior employee will move up and the junior employee will fill the vacated job.
 - ii) If an employee is called to fill a vacancy where the position above is filled by a junior person the senior person will fill the vacancy that he/she was originally called in for.
4. If no employee is available, then other means necessary to fill the vacancy. Availability means being able to cover the shift without interfering with one's regular shift or not being on authorized leave.
5. Relief for an Absence with Notice
 - i) If a vacancy is known more than eight hours in advance and a relief is not available, as in (1) above, then the supervisor will make a reasonable attempt to contact the senior available employee in (2) above until 8 hours

prior to the start of the shift the vacancy has occurred on.

- ii) If attempts up to **8** hours prior to the start of the shift fail to secure the senior employee in (2) above or the vacancy is known **less** than **8** hours in advance, the supervisor will call in according to the call in procedures above.

6. Remedy for Failure to Call in (at Step 1 or 3)

- i) It is agreed by Union and Management that when an employee is called in to perform an **overtime** shift to which another employee was **entitled** (except as outlined in paragraph 2); Management will supply the senior legitimately wronged employee with an additional overtime shift. This shift will have full overtime benefits, i.e. premium time, call time and meals. The work performed on the **additional** shift must not displace or replace another union **employee**.
- ii) The **additional** shift will be performed at a mutually agreeable time, which is to be arranged, by the employee and the Departmental Superintendent.

7. Remedy for Failure to Call in (at Step 2)

- i) If an error is made, as outlined in paragraph 2, the qualified, available employee who should have been called will be **paid** the equivalent wages **he/she** would have **earned** had they been called.

- ii) To remain eligible for equivalent pay the employee must have declined no more than three of the last six call ins described in paragraph 2.
8. Employees who do not wish to receive overtime calls may opt out by signing an overtime call exclusion list with the scheduler. In doing so, they will not receive calls to ~~work~~ overtime unless coverage is not secured by all other means.

Where an employee has signed the ~~exclusion~~ list and later ~~decides he/she~~ wants to receive ~~overtime~~ calls, the employee will sign to get off the exclusion list with the scheduler.

Call in Procedure - Maintenance

When it ~~is~~ necessary to call a Journeyman, seniority will be followed except where specialized skills are required, e.g. a millwright with machinist ~~abilities~~, specialized knowledge in finishing equipment, lift trucks or other similar instances.

Where call-ins are made by seniority any ~~provisions~~ of an Overtime Equalization Plan in the effected department will be respected. (MOA 1998)

Call Time

(S/C Oct. 2004)

Nightshift workers who report for work early to allow the ~~days~~ shift worker legislated time off to vote in an election will be paid call time.

Contracting Notice

The Company will notify the union one week in advance of contractor work to permit review before the work commences, except in emergency situations.

Coveralls

1. Employees will be supplied with coveralls in accordance with job evaluation. (MOA 1978)
2. One spare pair of coveralls will be supplied to all Millwrights and Pipefitters. (S/C Dec.16/1988)

Crossing Finishing Room Lines

(S/C Oct 16 1985, S/C Dec 16 1988)

It is not the position of Management to cross lines of progression unless the situation is of an emergency situation and it is required to **keep** the equipment running.

Day Work Posted Relief Agreement

1. Purpose

The purpose of this agreement is to:

- i) relieve day workers with posted relief employees who prefer to work days when passible and,
- ii) reduce the number of employees required to be trained for relief for day jobs.

2. Day Jobs

The jobs to be relieved under this Agreement are:

- Yard Leadhand
- Yard Driver
- Yard Cleanup
- Core Person
- Paper Machine Cleanup
- Supplies Person
- Supplies Helper
- Stores Counterperson
- Stores Clerk

3. Permanent Vacancies

As provided in the Postings Agreement, permanent vacancies in the above positions are filled by mill wide postings, except that it is agreed here that the senior qualified yard driver may move into a permanent yard leadhand vacancy and the yard driver job will then be posted.

4. Temporary Vacancies

- i) The senior qualified yard driver will relieve the yard leadhand and the stores positions will be relieved by move ups in the stores area.
- ii) The remaining positions above will be relieved first by the posted day relief employees (described below), by seniority, if trained. When not required for day work relief, these posted reliefs will be assigned work from the labour relief pool by mill seniority.

- ii) Additional relief will be assigned as required from the labour relief pool employees. When possible, the Company will train and assign labour relief pool employees who prefer day work, or by the principle of Juniority.

5. Day Work Relief Postings

- i) Two permanent day relief positions will be posted by mill seniority. The Company may change the number of posted reliefs, as necessary.
- ii) These posted relief employees do not hold or build seniority for filling permanent vacancies in the regular day jobs listed above. They apply for postings for such permanent vacancies on the basis of mill seniority. They are eligible to post for other vacancies and to apply for a senior transfer (if they have five (5) years of mill seniority).
- iii) If a day work posted relief employee resigns this position, they will **revert** to their mill seniority position in the labour relief pool. They will then be eligible to enter a posted relief position in a line of progression when a vacancy occurs, according to their mill seniority.

Employee and Family Assistance Program

(S/C Jan 13 1981)

The Employee and Family Assistance Program (EFAP) provides completely confidential and voluntary professional assistance to all active and retired employees and their families to help them resolve personal difficulties.

The EFAP assessment, referral and follow-up services are at no cost to employees. Other recommended care or counselling is generally covered in whole or in part by the employee's regular health insurance. If recommended care is not covered, the Assessment and Referral Service will attempt to secure an Interest free loan for this employee.

The EFAP is jointly developed, administered and supported by Domtar Vancouver Mill and Local 789 of the Communications, Energy and Paperworkers Union of Canada. Brochures are available from the Human Resources department. They provide further information, including names of the Company and Union representatives in the mill.

Expedited Arbitration for Discharge

(1998 M.O.A)

1. A panel of six (6) arbitrators, each of whom shall be appointed for a two (2) year term, shall be selected by mutual agreement of the parties to this agreement. Grievances processed under this section shall be assigned to the arbitrators on a rotational basis.

2. An Arbitrator must meet and hear the evidence of both parties within fifteen (15) days after assignment. If an Arbitrator is unable to commit himself to do so, the grievance shall immediately be assigned to the next Arbitrator in order of rotation.
3. The unavailability of counsel shall not be a reason to delay arbitration under this section.
4. The parties will endeavour to agree on a statement of material facts, which may be submitted to the Arbitrator in advance of the hearing.
5. The arbitrator will give his decision and his written reasons within one week after the hearing. The reasons need not accompany the decision. Neither the decision nor the reasons will form precedent.
6. The provisions of the Collective Agreement - Section 21 Adjustment of Complaints, paragraphs d, e, f, and g, as it applies to discharge shall apply to this agreement.

Fire Crew

(M.O.A 1991)

Designated fire crew employees will be paid a bonus of \$15.00 for each regularly scheduled practice they attend. In addition they will be given the option of:

- i) Receiving one-hour pay at the straight time rate of their job rate plus banking one hour at the straight time rate for every one hour of designated fire fighting training.

- ii) For every one hour of fire training, banking two hours at the straight time rate of their regular job rate and receiving no pay other than the two hours banked.
- iii) Receiving one hour at rate and one-half of their regular job rates for every one hour of designated fire-fighting training.

Training sessions held outside regular working hours are voluntary.

First Aid Attendants

(SIC Feb. 10 1987 / 1986 M.O.A.)

1. Selection

When a vacancy occurs for a Designated First Aid Attendant, there will be an immediate mill wide posting. The most senior candidate holding a valid (WCB) First Aid Certificate shall be awarded the designation.

2. Numbers

The number of Designated First Aid Attendants shall be 25.

Floater

- i) Floaters are to be requested before 8:00 AM. Wednesday of the week before the date of the floater. Floaters requested after the deadline are to be considered by the Supervisor or Superintendent.

- ii) The Company shall **post** a list of employees with outstanding floaters as of the last pay period of the calendar year in December.
- iii) Floaters not requested by employees within 14 days of the list being posted shall be scheduled by the Company.
- iv) Once scheduled, floaters may not be cancelled but may **be** rescheduled by mutual consent.
- v) Up until May 1st, Floaters within a department will be approved according to Mill Seniority. After May 1st, Floaters will be approved on a first come first served basis. (M.O.A 2004)

Grievance Procedure - Intermediate Step

The Company and Union agree to an informal, intermediate step in the grievance procedure after Step 1 and prior to Step 2 at Standing Committee, or if the grievance is at Standing Committee and further details are necessary, the grievance may be sent back to the department on the following basis:

- i) Those present will be the **Grievor**, Supervisor involved, the departmental Superintendent and Union Standing Committee representative.
- ii) The purpose of the meeting will **be** to resolve the grievance or collect further information to allow the parties to deal with the grievance at Step 2.

Letters of Consultation

M.O.A 2004)

Letters of consultation issued to employees will not be used in any disciplinary action after twelve (12) months from the date of issue.

However, the letter of consultation may be retained in the employee's file for the purpose of validating the Company's due diligence process.

Maintenance -10 Hour Shift Schedule

1. Hours of Work

10 hours straight time. Overtime on the 5th, 6th and 7th day. Hours over 10 in one day are at overtime rates of pay

2. Lunch Break

Management agrees to waive the principle of day work hours and in lieu establish the lunch period between 11 A.M. and 1 P.M.

3. Meal Allowance

Should apply after the 10th hour and not after the 8th hour.

4. Vacations

A week's vacation becomes 7 calendar days - Sunday to Saturday.

5. Bereavement Leave

A days pay is 10 hours.

6. Probationary Period

Adjust the days to reflect the **working hours**.

7. Cancellation of **Agreement**

It should be **clearly** understood that either Union or Management may withdraw from the agreement with 30 days written notice.

8. **Unusual** Conditione

In cases **of** unforeseen circumstances that **effect** crew strength, management reserves the right to schedule back to a 5 day 40 hour week until such time as crew strength returns to normal.

Notice of Discipline

(M.O.A 2004)

Management will **notify** the Local Union in writing, of verbal warnings, written warnings, and suspensions.

Overtime Meals

- i) In order to assist the cafeteria operation in the mill, Overtime meals will be ordered from the cafeteria during the hours it is open. **Overtime** meals outside the cafeteria hours **will come** from other sources.

- ii) If an employee elects a Meal Ticket in lieu of a hot meal he shall be paid \$10. (M.O.A 1995)

Overtime Policy

(M.O.A. 1998)

Both parties agree that no employee should work more than sixteen consecutive hours. When it appears the job will extend beyond sixteen consecutive hours. Every effort will be made to secure another employee for relief.

Paper Machines Line of Progression

The Paper Machines (No. 1 and No. 2) will have one line of progression Seniority moves will be made as follows:

- i) Vacancies for sickness of up to four (4) tours will be filled by moving up the crew on the machine where the vacancy occurs.
- ii) Vacancies for sickness of longer than four (4) tours will be filled by a seniority move across machines.
- iii) Permanent vacancies will be filled on a departmental seniority basis, i.e. across crews and machines as soon as possible, but not longer than one month after the vacancy occurs unless such moves conflict with the "Seniority Moves during May 15 to September 15 period" section of this agreement.

Pension Plan Bridge Benefit

(M.O.A. 1998)

The Company shall provide a pension bridge annuity benefit of \$20.00 per month per year of service to employees aged 61 or older who retire prior to attaining age 65. The pension bridging benefit shall not be payable beyond age 65. The calculation of the pension bridge benefit shall be credited on the same basis as under the terms and conditions of the Pulp and Paper Industry Pension Plan.

Effective May 1st, 2004, the bridge benefit will be payable at 60 years of age.(M.O.A. 2004)

Postings for Jobs

(M.O.A. 1995)

1. Seniority

All job vacancies and new job openings shall be posted and awarded in accordance with Section 8 of the Labour Agreement - Seniority.

2. Eligibility

Vacancies in the junior position in a line of progression and jobs not in a line shall be open to all employees unless the Company and Union have agreed otherwise in writing. Vacancies within a line of progression shall be filled by employees moving up the line in accordance with Section 8 Of the Labour Agreement - Seniority.

3. Posting Period

Postings shall be opened within **14** calendar days of the vacancy and remain open for **14** calendar days, unless the Company and Union agree otherwise in writing.

4. Notices

The Company will post notices of job posting in prominent places in the Mill. An employee off work for longer than **14** days will contact the mill to indicate if he/she would be interested in positions that may arise. The Company will maintain such a list.

5. Records

Employees will apply for, accept and decline positions in writing. Records relating to postings shall be kept for at least **5** years.

6 Trial and **Evaluation** Period(M.O.A 2004)

Employees shall have a trial and evaluation period of three (3) consecutive scheduled tours before the posting is finalized. It is understood that the trial and evaluation period will begin on the first day of the first scheduled tour. It is also understood when an employee's trial and evaluation period is interrupted by management, the employee will be given equivalent time to ensure a full three (3) tour trial and evaluation period.

Vacations or Floaters applied for after the trial and **evaluation** period has been scheduled will not extend the trial and evaluation period.

When an employee in the trial and evaluation period vacates the posting, the **next** employee on the original list will begin **his/her** trial and evaluation period. This process will be repeated until the posting is filled or the original list runs out.

7. Rates of Pay

When an employee **posts** to a vacant position, **he/she** will be **paid the** rate of pay according to **the** Wage Schedule of the Labour Agreement for the vacant position during the Trial and Evaluation Period.

8. Temporary Postings

Long **term** temporary vacancies (e.g. due to **leave**, sickness or consecutive vacations) may be filled through a temporary posting **by written** agreement **between** the Company and Union.

9. 12 Month Restriction(M.O.A 1995)

Employees who have accepted a **job** posting or elected to move to another job for a trial period must wait **12** months to be eligible to apply for another job posting, except as outlined below.

- i) If management removes the employee during the probationary period.
- ii) If an apprenticeship or new **job** classification is created.
- iii) If an employee is posted to a Stores **position** and another Stores vacancy occurs within **12** months.

10. internal Advertising

All job vacancies, including trades journeymen will be posted in the mill before outside advertising is used to see if a suitable candidate within the mill exists. This shall not, however, restrict Management from accepting the best candidate.

11. Expediting Multiple Postings

The Company will post jobs in a timely manner. If a number of postings are outstanding, and an employee has his/her name on more than one posting, the employee will be restricted to one probation period on the outstanding posting and all others will be forfeited.

12. Waiving Probationary Period

The waiving of a probationary period for a new posting is voluntary on the part of any employee.

13. Senior Applicant Selection

Once a posting has closed, those who have signed up will have ten (10) calendar days to remove their name if they wish by contacting the Human Resources Department. Then, in consultation with the superintendent, the senior person remaining on the posting will be scheduled to the job to begin the Trial and Evaluation Period.

14. Posting from within a line of progression

An employee who is in a line of progression and decides to post for a relief position for whatever reason in the same line will forfeit his seniority in that line of progression and take his place behind the last person

posted to that line. He will, if a relief employee, and not required as relief in the line, revert back to the Labour Relief Pool.

Performance Review

(S/C Jan 16 1986)

If an employee is to have his or her performance reviewed by a supervisor and this recorded in their employment record, the employee must be told that this will be recorded and that he/she has the right to be represented by a shop steward.

Probationary Period

1. For the term of this agreement and subsequent agreements, Local 789 agrees to a probationary period of 30 work days instead of 20 work days as outlined in the Memorandum of Agreement, dated August 12, 1988 (i.e. for new employees employed on the Compressed Work Week (Tour Work)).
2. New employees will not begin their Probationary Period under Section 8 - Seniority of the Labour Agreement until they have completed the mill orientation program. It is understood that the orientation period will be continuous and will not exceed one week. It is also understood that any work or training performed outside the scope of the orientation will immediately begin the employees' probationary period. (M.O.A 2004)
3. The Local Union will be given reasonable access to new employees during the Orientation Period. (M.O.A 2004)

Relief

(S/C Dec 16 1988 / Nov 16 1965)

Where an employee is held past his/her shift on overtime, the Company will make every endeavour to obtain the services of another employee within a reasonable time.

Roll Lathe Agreement

1. The incumbents as of June 1, 1992 retain the right to remain as Roll Lathe Machinists regardless of seniority. Charles Bradford (Machinist T.Q.) will remain assigned and fulfil his duties as Roll Lathe Machinist.
2. The Roll Lathe Machinist is a separate job classification of the Millwright/Machinist Department and operators maintain departmental seniority in the Millwright/Machinist Department.
3. When a vacancy occurs for a Roll Lathe Machinist, the position will be posted within the Millwright/Machinist Department and will be filled by the most senior qualified tradesman in the department who applies. If no one applies for the position, then the junior most qualified person in the Millwright/Machinist Department will be assigned to the position, or at Management's discretion a qualified Roll Lathe Machinist will be hired from the outside.
4. For the benefit of continuity and organization, the posting will be of a one year duration at which time the positions will be posted within the Millwright/Machinist Department. An incumbent Roll Lathe operator who,

after one year wishes to leave the Roll Lathe Machinist position will be filled in the Millwright/Machinist Department where his replacement is put in for him.

5. Relief, when required, will come from the Millwright/Machinist Department. For each of two relief positions at these positions will be filled by the Roll Lathe Machinist must remain a relief operator for no more than one calendar year. If no one applies for the relief positions at the junior level, the Millwright/Machinist Department will fill the position until such time as other qualified tradesmen are available. Within 30 days of other qualified tradesmen being available, the incumbent reliefs can expect to move back to the Shop floor and the new persons will fill the relief positions.

6. Tradesmen in the Millwright/Machinist Department working as relief Shift Millwrights will not be eligible for relief Roll Lathe Machinist. That is to say they can be in either area or the other but not both. Shift Millwrights at the relief position will be posted first and take precedence over the relief Roll Lathe Machinist position.

7. Scheduling of relief Roll Lathe Machinist will be at the discretion of the Company, however, if necessary on a shift basis, normal rotation of shifts will occur.

8. If there is a vacancy for a Roll Lathe Machinist will be filled by the senior most qualified person in the Millwright/Machinist Department.

Scheduling

(S/C May 11/1967, Sept. 23/1980, Oct.29/1984, Jan.31/1989)

1. Weekly Schedule

The Company will endeavour to post the weekly crew schedule by Wednesday at 4:30 P.M. the preceding week. Revisions will be clearly marked. An employee whose **shift** schedule for the following week is changed after the last shift they work that week (e.g. last graveyard on Tuesday, schedule is posted Wednesday: or last **shift** Thursday, schedule revised Friday), will be notified by the Company.

2. Seniority

- i) Posted relief employees will be scheduled in their areas according to the Crew Standard schedule.
- ii) Where possible relief employees will be scheduled so that more senior relief employees get full workweeks before junior employees, subject to Section 8 of the Collective Agreement.
- iii) A full workweek is between 36 and 48 hours, depending on the shift schedule.

3. Scheduling Errors and Redress

- i) If scheduling errors, which were brought to **Management's** attention before 4:00 P.M. the Friday of the previous week are not

corrected, the affected employees will be paid for the resulting **loss** of Income.

- ii) Labour relief employees who are assigned less work than junior employees over an 8 or 10 week period may ask the Company for additional **work** to raise their **average** closer to 40 hours per week.

4. Labour Relief Pool Employee's Availability for Work (M.O.A 2004)

Labour relief **pool** employees who have not been scheduled for a full work **week** or have not completed a full work **week** are expected to be available for work during that week.

Labour relief pool employees must inform the Human Resources Department of his/her current residence phone number and/or pager, cellular **phone** number.

Seniority Bumping

(M.O.A 2004)

It is the intent of this agreement to establish a protocol for when **jobs** are eliminated and Section 8 - Seniority of the Labour Agreement is applied when an employee has elected the Recall and Seniority option from Section 30 - Job Elimination or Section 31 - Job Security of the Labour Agreement. It is understood that the mill seniority principle as per Section 8 - Seniority of the Labour Agreement will be **applied**.

When a position is eliminated from a line of progression, the employee who held the eliminated position will bump down in that line with the junior full time person in that line being pushed out of a full time position and thus becoming displaced.

Once an employee has been displaced by job elimination, he/she will have three options:

- a) Bump into his/her departmental relief pool by mill seniority; or
- b) Exercise mill seniority and bump into the bottom full time posted position in a line of progression that is occupied by the most junior full time posted person in the mill; or
- c) Revert to the Labour Relief Pool.

Protocol for Seniority Bumping

- a) **Eligibility for Seniority Bumping:**
Employees will only have the option to bump if they have been displaced from a full time posted position.
- b) **Job Postings:**
Once notice has been given under Section 30 or 31 of the Labour Agreement, all postings that are outstanding will be filled up until fourteen (14) days prior to the date given for the job elimination. At that time, the posting procedure will be suspended until after the bumping process is finished. It is understood

that any vacancies created from the downsizing will be filled during the bumping process.

c) Postings Held in Abeyance

Where an employee has signed a posting and there is a concern he/she will not have the seniority to hold the posting past the bumping process, the position will be held in abeyance for the employee until it is determined whether or not he/she will have enough seniority to hold the position.

d) Displaced Junior Employee

When the most junior full time posted employee has less mill seniority than those below him/her in that line of progression, the displaced employee bumping into that line will take the most junior full time position and the employees currently in that line will move up to fill the vacated position.

If the employee bumping into a line of progression has less mill seniority than one or more of the current departmental reliefs, the senior relief will move into the junior full time position.

At that time, the next junior full time posted position in the mill will be identified and the displaced employee will have the option of bumping into that department in the same manner as above. This process will repeat until the displaced employee is in a full time

posted position or there is no longer a person junior to him/her occupying a full time posted position.

e) Ninety Day Restriction

Once an employee has "bumped" into and trained for the position, he/she must wait ninety (90) calendar days to be eligible to apply for another job posting unless an re-employment or new job classification is available.

In the event that an employee exercising his/her bumping preference has been denied through no fault of his/her own the ninety-day restriction will commence from the date he/she should have been allowed to exercise

Seniority Lists

(S/C Feb. 6 1961, Apr. 18 1966, Dec. 16 1988)

The Company will periodically provide the Union with current lists of all employees by mill and line of progression seniority. Departmental lists will be provided for services areas and other areas as required. Only names and seniority dates will be provided.

Crew Standard and Master Lists

- i) The Company will maintain current Crew Master lists for all areas of the mill, which detail the posted jobs and shifts of all employees posted to each area. The Crew Master will form the basis for the setting of card rates.
- ii) The Company will also maintain current Crew Standard lists for all areas of the mill, which update the Crew Master listings with the changes made for shift seniority moves, e.g. for long term sickness, special assignments, change in the number of crew. etc. This list is the basis for composing the weekly work assignment schedule and Step 2 overtime Cali-ins.
- iii) The Company will provide current copies of these lists to the Union.

Shift Differential for temporary moves

Tour Workers

A *tour* worker who relieves in a position classified as Day Work will not lose his/her Tour Worker shift differential providing his/her regular tour or continuous schedule is not disrupted.

Day Workers

An employee moved from a position classified as Day Work to a position classified as Tour Work will be paid the tour work shift differential for the hours worked.

Shift Seniority Moves

1. A shift seniority move is when an employee is moved by seniority to a different job on another shift (and in the case of a temporary vacancy ending, moved back to their original position).
2. In case of temporary vacancy due to sickness, special assignment and similar reasons (but not vacation), shift seniority moves will be made for employees on the four crew, compressed workweek. This would apply when it is known that the vacancy will exist for four weeks; or when the vacancy has already existed for four weeks and it is not known it will end within two more weeks.

Shift Seniority Moves during May 15 to September 15 period

(MOA 1998)

Shift seniority moves that arise during the period May 15 to Sept. 15 of each year shall be postponed until the end of that period. However, when an employee returns to work and cannot be utilized as an extra person on shift for training, granting additional vacations or any other activity deemed appropriate, the shift seniority moves to put the returning employee into his/her rightful place will be made immediately. In any

case, no employee shall be worked in a job below their card rate.

Short Term Curtailments

1. Seniority - General Application

- i) Curtailments over 14 days: Mill seniority **applies** to layoff, recall and training as outlined in Section 8 of the Collective Agreement.
- ii) Curtailments **less** than 14 days: **Employees** displaced by a layoff or curtailment of work in any area of the mill which lasts less than 14 consecutive days shall be eligible to work in any other **positions** for which **they** have the qualifications and **ability** to **perform** the work, **as** provided in the **clauses** below.
- iii) Unplanned stoppage of operations: **If** there is an unplanned stoppage of operations in a **department** when the schedule is already posted, there **will** be no seniority moves until the **next** schedule is posted
- iv) When observance of mill seniority requires that posted employees in other areas be displaced, to displace from the 'bottom up' (i.e. the least **senior** posted employee) and in the way which **maximizes** overall **observance** of mill seniority.
- v) Employees who are **qualified** and exercising mill seniority **will** be scheduled first for a full

tour vacancy and into the highest rated position available. However, if such a position is the only one for which a next senior employee is trained, the senior employee may be assigned to a different job for which he/she is also trained if this permits a next senior employee to work by mill seniority and the best overall recognition of mill seniority.

- vi) Management will determine the number of employees displaced from one area for each curtailment based on the ability to run the equipment or perform a job effectively and safely.

2. Volunteer List

- i) Employees affected by a curtailment who wish to exercise their seniority to work during a curtailment shall so indicate on a list maintained by the Company, with copies available to the Union upon request.
- ii) Where it has been some time since an employee has performed a job and there is uncertainty by Management that the employee can effectively and safely perform the job, the employee may be required to take a short performance evaluation by a Supervisor or Superintendent. Employees will be afforded an opportunity at their own initiative and on their own time to familiarize themselves with the job in question, prior to such performance evaluation. Such

familiarization will be coordinated through the appropriate department Supervisor. If the employee is successful in taking the short performance evaluation, he or she will be deemed to be trained for the job.

- iii) The Company shall make available to every employee his/her training records on a regular basis, but in no case less than annually.
- iv) Employees who sign the volunteer list to work will not be paid the overtime premium for working during that week on what would have been their days off if the curtailment had not occurred.

3. Consultation

When possible, the Company will review a draft of the schedule for the week of a curtailment period with the Union with the mutual undertaking of minimizing possible errors and changes after it is posted.

4. Scheduling Curtailments

The Company will take into consideration that if operational curtailments are necessary, they will coincide with the start of the scheduled workweek.

5. Minimizing Crew Disruption

Resumption during **week**

When there is a resumption of operations after a curtailment in any department part way through a scheduling week, employees will assume their regular

positions at the start of the schedule in which the resumption occurs.

Areas **continuing** to operate

Regular employees in areas that do operate while other areas are curtailed will be scheduled to their usual **positions** except **if** displaced by senior **qualified** employees from the volunteer work list.

Partial week curtailments

In a given area, the regular employees from shifts that are curtailed for part of a week will not displace the regular employees on the shifts that do operate that **week** (unless they are senior to a posted employee from another area of the mill who could exercise their seniority to work in that area).

Call-Ins - Volunteer **List**

Employees on the volunteer list who are not scheduled to a full weeks work will **be** placed on the call list by seniority and called in to any area of the mill where they are trained for up to a full weeks work. A full **weeks** work in this case is defined as the number of hours the employee lost due to the **curtailment**.

"Regular employee" above refers to those posted employees on the current crew standard lists who fill the complement of regular jobs (i.e. not including additional **unposted** reliefs) on the crew.

6. Twelve Hour Shift Areas

Senior employees will be scheduled for a full tour vacancy of up to **48** hours. If a full tour vacancy is not

available, they shall be assigned **36** hours and the additional work will be assigned to the **next** senior employee.

7. Statutory Holidays

If a statutory holiday falls during the week of a curtailment, the work week is reduced by the eight, ten or **twelve** hours on the regular schedule for that day, for the purposes of scheduling a full weeks work.

8. Discussion

In event of a short-term curtailment, the Company will meet with the Union to inform them on operating plans for the duration of the curtailment. At this time, other suggestions may be discussed, including Interdepartmental shuffling respecting seniority and innovative scheduling that may contradict current practice. Final disposition is to be made at Standing Committee.

Statutory Holiday Manning

(MOA 1998)

In recognizing the principle of operating statutory holidays with as few people as practically possible, it is understood that mill manning on statutory holidays will be **kept** at a minimum level.

Steam Plant

(L.A.B. Discussions 2002/ MOA 2004)

1. Relief for vacations, floaters, etc. will come from the Relief Steam Engineer(s). 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
2. The 2nd and 3rd Class steam Engineers will each have a designated relief providing there is a minimum of two (2) reliefs for the department.
3. Management may adjust the number of relief employees in the Steam Plant as required by changing conditions. Any adjustment will be performed in accordance with the Contract. The minimum number to be assigned to the Steam Plant will be one (1).
4. When there is a minimum of two (2) reliefs all relief duties for the 2nd Class Steam Engineer will fall to the designated 2nd Class Relief. All relief for the 3rd Class Steam Engineers will fall to the designated 3rd Class Relief. All additional relief in the Steam Plant will fall, by seniority, to those with the appropriate qualification level.
5. When more than one of the Relief Steam Engineers are certified 2nd Class Steam Engineers, then the senior relief will be the designated 2nd Class Relief and the junior relief will be the designated 3rd Class Relief.

6. When there is no relief shift(s) for the 2nd Class Relief, he/she will normally revert to the Steam Plant. When there is no relief shift(s) for the 3rd Class Relief, he/she will normally revert to the Maintenance Department unless the 2nd Class relief is relieving a 2nd Class Steam Engineer, at which point the 3rd Class Relief will normally revert to the Steam Plant. However, if not required for relief, ail relief may also assist in other areas of the Maintenance Department.
7. Steam Plant Reliefs when not required on shift will, whenever possible, be scheduled to a four day ten hour shift work week in the same manner as the relief shift maintenance workers. Operational requirements will determine whether the employee will work Monday to Thursday or Tuesday to Friday. It is understood that the employee will be scheduled on a five (5) day, eight (8)-hour shift work Week if the need arises. This item will be administered in accordance with Section 15 - "Days Off and Schedule of Shifts" of the Labour Agreement. (MOA 2004)
8. Unforeseen absences of short duration where overtime is required to cover the shift will be done in accordance with the mill call-in procedure
9. Additional coverage for general maintenance work relating to the Steam Plant, if requiring overtime will be offered by seniority to the available and qualified Steam Engineer(s) as per the Department Seniority list.

10. In the event that a permanent vacancy occurs in the Steam Plant, the position will be posted within the Steam Plant Department and will be filled by the senior qualified applicant. Should no one apply for the position the position shall be posted according to the "Posting for Jobs" section of the Local Agreements Booklet.

Student Hiring

(MOA 1998)

1. Students may be hired for the peak vacation periods. Peak vacation periods, for the purpose of student hiring will be from April 15, to September 15 and from December 15 to January 15.
2. All employees hired as students will be terminated at the end of the peak vacation period for which they were hired.
3. The Union will receive one copy of each signed Student Hiring agreement with dates specified.

Student Hiring Preference

Dependents of DVM employees will receive consideration for summer employment if they meet the requirements. If they were full time students at a recognized Post-Secondary institution in the school year preceding the summer and are returning to full-time studies in September of the same year, they will be considered for an interview.

Supervisors and Bargaining Unit Work

Work normally done by Union members shall not be performed by supervisory personnel except where required by:

- i) Emergencies,
- ii) The necessity for Instruction of Union members,
or
- iii) The need to establish a procedure for the task.

Technical Department Manning and Relief Agreement

The Intent of this agreement is to establish a uniform process for posting, relieving and call-ins for the Technical Department while maintaining a single line of department seniority.

Technical Department

The Technical Department is a single department consisting of three separate labs:

The Quality Lab

The Main Lab

Test Lab

No employee will be allowed to hold a posting in more than one of these labs.

Vacancies - Permanent

When a permanent vacancy occurs in any of the labs it will be posted within the Technical Department.

The posting will be awarded to the senior applicant from the Technical Department in accordance with the

conditions set out in the Local Agreements Book and the Labour Agreement.

If there is no applicant for the posting, the senior Technical Department Relief will fill the posting.

Any permanent Technical Department Relief vacancy will be filled by mill wide posting.

Vacancies – Temporary

Temporary Vacancies will be filled by seniority from Technical Department Reliefs, all other relief will be assumed by the Labour Relief **pool**.

Department Relief

There are four posted Relief positions within the Technical Department.

The reliefs will relieve in the department by their departmental seniority.

Call Ins

Call-ins for the purposes of overtime will be done in accordance with the Call In Procedure outlined in the **Local Agreement Book** with the following amendment in **"3."** of the Call In Procedure:

"Call the senior **qualified** employee in the **appropriate** Lab. If no employee is available from the Lab in question call the senior qualified employee from the Technical Department."

Seniority

Technical Department Employees shall maintain one line of departmental seniority.

Once posted to an individual Lab the employee will accrue seniority in that Lab within the Technical Department.

Any increase or reduction in the technical department manning levels will be done by **department** seniority in accordance with Section 8 of the Labour Agreement - Seniority

Time Off Priority

(S/C - Dec.16 1988)

Employees requesting time off should note that different types of requests are treated with **different** priority. Generally, the order of priority is as follows:

For Full Tour Requests

1. Regular and Supplemental vacations
2. Banked time off

For Single Shift Requests

1. Floating holidays and banked statutory holidays
2. Supplementary Vacation Days
3. Banked time **off**, safety day and day In lieu of **statutory** holiday

Training Period and Seniority

(S/C - Apr.6 1977, Nov.12 1964, Oct.22 1964)

The Union agrees that a person being trained for advancement (e.g. a Back Tender training for Machine Tender) will be allowed to work in the new job for a period of 4 weeks without referenceto seniority.

Trimmer Manning

1. Permanent vacancies on the Trimmers will be posted ~~within~~ the Trimmer Department and will be awarded to the senior applicant from the department by mill seniority. Once the vacancies are filled the ~~final~~ resulting vacancy will be posted mill wide.
2. Relief for vacations and short term absences will be filled by the senior qualified person within the department on shift, then by the department reliefs. Additional relief, when required may be drawn from the Labour Relief Pool.
3. The Trimmer Department, while not a line of progression, ~~is~~ not exempt from the provisions of seniority Bumping.

Union Leave

1. Authorization

The Union will provide the Company with written authorization in advance for union leave, whenever possible.

2. Wage Payment

The Company will pay the regular wages of Union Standing Committee members for time in regular meetings held during their **working** hours.

3. Insufficient Notice

If the Union does not provide reasonable notice (i.e. before the weekly schedule is **composed**) for union leave or there is an unreasonable number requiring leave, the company may charge the one-half time portion to the Union.

Union Office in the Mill

(MOA 1986)

In the **1986** negotiations, Management **agreed** to provide Local **789** with an office on the mill site providing space exits.

Vacations

- i) Employees may elect to receive their vacation pay during their vacation **period** as if they were continuing to work by so indicating on their vacation request **form**.

- ii) A week of vacation overlapping ~~two~~ vacation years (e.g. April 30 - May 3) is considered to be in the year it begins, and as such has priority over vacations beginning after May 1.
- iii) The Company will normally allow a minimum of one union employee per crew off on vacation. At the Company's discretion, more than one off per crew may be allowed under certain circumstances.
- iv) A **week** of vacation for tour workers shall be the **twelve** days from their last scheduled **shift** to their first scheduled day back.
- v) A **week** of vacation for day workers shall be seven calendar days, Sunday to Saturday.

Vacation Pay-outs

(M.O.A. 1988)

The advance annual vacation cheques will be issued under the following conditions:

- i) Employees must apply in writing during the month of April each year.
- ii) Cheques will be available by May 20th each year.
- iii) Cheques will be made up on a percentage basis only. Employees will be entitled to a **subsequent** adjustment when they take their vacations if the hours calculation provides more than the percentage **calculation**.

- iv) 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.
- v) Employees must submit and have approved vacation times before a vacation payout will be approved.
- vi) When a vacation is cancelled, it must be rescheduled for another available time during the same vacation year.
- vii) The Company will consider compassionate reasons for requests to cancel vacations and move them to another available time during the same vacation year.

WCB Claim Disputed

The Company will inform the employee and the Union in writing if they dispute his/her WCB claim.

Welfare Plan

(M.O.A. 2004)

1. The Company will provide the Union with ninety (90) days written notice of any change in the Welfare Benefit Carrier.
2. The Company will provide the local Union with any and all Welfare Benefit Carrier Agreements.
3. The Company will provide direct pay benefit cards to all current employees.

Part B

LETTERS OF UNDERSTANDING

Apprenticeship

(M.O.A. 2004)

On successful completion of the required period of vocational school training, the Company will reimburse out-of-town expenses to a maximum of two (2) hours pay at the first year apprentice rate per day on a seven (7) day basis while in attendance at school. This reimbursement will also apply to Steam Plant personnel.

It will be paid after the employee's return to work and when verification of Vocational school attendance is received from the appropriate agency.

Code of Ethics

(MOA 1995/2004)

This is to confirm the agreement between the Company and the Union respecting the conditions that would apply to contractors coming onto the mill site to perform construction work or perform maintenance and repair work of a nature normally performed by employees in the bargaining unit. This agreement will

prevail for the duration of the Collective agreement. In entering into this agreement the Union acknowledges that, subject to Section 40 - CONTRACTING, the Company retains the right to select contractors, as it deems appropriate.

No aspect of this policy applies to contractors, which are certified to a union recognized by the Local Union, it being clearly understood that a union's affiliation to the Canadian Labour Congress, the B.C. Federation of Labour or the Confederation of Canadian Unions warrants such recognition.

Any other contractor who comes *onto* the **mill** site to perform construction work or to perform maintenance and **repair** work, which is of a nature normally performed by employees in the bargaining unit, shall abide by the following Code of Ethics. This Code defines the terms and conditions under which these contractors and their employees will be **governed** during the term of their contract.

1. Minimum Wages

The contractor's straight time hourly rate of pay for a journeyman will be not **less** than the straight time hourly rate for the equivalent mill journeyman. The **contractor's** straight time hourly rate of pay for all other employees shall not be **less** than the straight time hourly base rate for the mill.

2. Contributions to the Pulp and Paper Industry Pension Plan

Subject to the approval of the plan trustees and the appropriate regulatory authorities, the Company shall **remit** annually to the Pulp and Paper Industry Pension Plan the following:

- a) For contractors performing maintenance and repair work of a nature normally performed by employees of the bargaining unit - the equivalent contributions.
- b) For contractors performing construction work - one-half the equivalent contributions.

3. Remittance to the Local Union

One percent (1%) of all wages earned calculated on the basis of straight time hours worked shall be **remitted** to the Local Union on a yearly basis each January.

4. Adherence to Safety Regulations

Contractors performing construction work are **responsible** for ensuring that their employees comply with the health and safety regulations and policies applicable to the work being performed. When the contractor employees are performing maintenance and repair work, which is of a nature normally performed by employees of the bargaining unit, the contractors and their employees shall adhere to the established **health** and safety regulations and policies in force at **the mill site**. Management **commits** to deal promptly with any **violations** brought to **Its attention** by the Joint Health and Safety Committee.

5. Honouring Picket Lines

Contractor's employees shall honour all legal picket lines at the mill site. Failure to do so shall result in disqualification from future access to the mill site for the term of the contract. A contractor will not be allowed on the mill site if it has a current, demonstrated practice of crossing legal picket lines.

The Company will honour the commitments made in this letter for the duration of the Collective agreement and will ensure that a copy of this letter is provided to any contractor participating in the contract bidding process.

Commitment to Employment

(MOA 2004)

Protecting employment at Domtar Vancouver Mill is a joint commitment of the Company and the Union. The Company and the Union agree that **stable employment** must be based upon economically viable operations, a high level of labour productivity, quality production and *continuous improvement*.

To this end, the parties will continue to discuss means to enhance the economic viability of the Company in

order to **preserve** employment during the term of the Agreement on a cost neutral basis.

1. The joint committee will examine ways to enhance employment opportunities through new work arrangements, including reduced overtime and working time alternatives. The company agrees to provide the Union with relevant information (as determined by the Company) to ensure an informed discussion of the issues.
2. Both parties agree to co-operate and seriously consider the implementations of any arrangements arising out of #1 above.

Eligibility for Twelve (12) Hour Personal Floating Holiday

(MOA 1598)

This letter is intended to clarify how floating holiday pay will be administered in those cases where employees transfer or relieve for one tour or more between eight (8) hour and twelve (12) hour operating schedules.

Compensation for each of the live (5) personal floating holidays, as per Section 23 of the Labour Agreement, will be either 8 or 12 hours pay at the straight time rate of the employees regular job rate. The hours used to calculate the floating holiday pay will be based on the

number of hours he/she would have been scheduled to work on the day in question.

Job Security and Job Elimination

(MOA 1998)

In the event that downsizing occurs under the Job Security or Job Elimination articles of the Labour Agreement the Company undertakes to discuss the application of the severance pay provisions with the Union.

Rehabilitation and Reintegration

(MOA 1995)

The Company and the Union agree to the establishment of a Joint Union Management rehabilitation / Re-integration Committee.

The Committee shall be comprised of up to three (3) representatives from the Company and the Union.

The purpose of the Committee will be to investigate and make recommendations on the implementation of an effective Rehabilitation/Re-integration Program during the term of this agreement.

The goal of the Program will be to assist workers injured either on or off the job to return to the mainstream of employment at the mill.

Rehiring - Letter of Understanding

(MOA 1992)

The following practice will be observed during the 1992-1994 contract:

When hiring new employees, preference will be given to laid-off former employees of Domtar Vancouver Mill in order of their previous mill seniority, providing:

- i) Their recall **rights** under Section 8, Seniority, Part C, Retention of Seniority, have expired;
- ii) They have a current application on file;
- iii) They have the **qualifications** and ability to perform the work properly.

Applications must be made within 30 days of the **expiry** of recall rights and **will remain** in effect for three months unless renewed. An application or renewal may be extended for a period of three months at any time during the third month of its currency. Normal **job** qualifications **must** be met. A former employee **will** no longer have preference if he **fails** to accept an offered position. Those **hired** under this practice will be new employees.

Trades Qualifications

(MOA 2004)

CEP Local 789 and Domtar Vancouver Mill both clearly **recognize** the critical nature of apprenticeship

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Part C

COMPANY POLICIES

After Hours Mill Visits

Other than conducting legitimate business at the offices, participating in accident investigations, coming to courses or scheduled meetings, or attending Union business, employees must not be at the mill without permission after hours or on their days off.

Annual Vacations

(SIC - Mar 12 1986, Jan 31 1988)

- i. Application forms are available from **Supervisors** for employees to use in applying for **their** Annual Vacations.
- ii. **The** vacation period is from May 1st to April 30th the following year for vacations earned the previous year.
- iii. The application forms **should** be filled out and submitted to the **Shift Supervisor**.
- iv. Applications must be made **early** to enable suitable relief to be obtained.
- v. Only when **the** form has been signed and returned to the employee, may the vacation time off be considered **approved**. The original copy is kept by the scheduler for record **purposes**; the pink copy is the employee's approval to take time off.
- vi. Prime time for the **purposes** of vacations will be considered as "the last two full **weeks** in June to the first two weeks in September and Christmas break". Prime time at Christmas is **the** two consecutive **weeks** best corresponding to Vancouver high school breaks.

Up until May 1st, vacations within a department will be approved according to Mill Seniority. This means that **the** most Senior employee has to nominate his time off before

the next senior employee selects his vacation and so on down the seniority list. In this way "bumping" does not occur. After May 1st, vacations will be approved on a first come first served basis. (MOA 2004)

- vii. After September 8th, Management reserves the right to schedule vacations for employees who have not made application for Annual Vacations.
- viii. During Prime Time, if necessary, the maximum vacation time off will be limited to two weeks per employee.
- ix. The scheduling of vacations is controlled by the scheduler and is subject to departmental manpower requirements, which vary throughout the mill.

Employee Review of File

(S/C Dec. 16 1988)

Upon reasonable notice employees may review the complete contents of their personnel file.

Fire Crew

The designated Fire Crew shall be made up of Stock Preparation employees.

(See also Part A for Fire crew issues)

First Aid Attendants

Tuition Fees

The Company will pay the regular tuition fees for Designated First Aid Attendants to qualify or re-qualify as attendants. Employees who are not Designated First Aid Attendants who take the First Aid Course will be reimbursed one half of the First Aid course tuition fee when the course begins and one half upon obtaining a First Aid ticket.

Bonus

To encourage employee participation in First Aid courses, the Company will pay a cash award to each successful participant in any authorized First Aid training course, according to the following scale:

Level 1 - \$25

Level 2 - \$75

Level 3 - \$150

First Aid Shirts

The Company shall reimburse Designated First Aid Attendants for the cost of First Aid shirts to a maximum of \$60.00 per calendar year.

Paper Testers

The Paper Tester job is a Designated First Aid job. (See also Part A for First Aid issues.)

Domtar Vancouver Mill Product

Employees may occasionally request Domtar Vancouver Mill product for their personal use. A supervisor must sign a pass-out slip to approve product requests before the product is removed from the mill.

Re-orientation Period

When an employee has been away from a job for a long period of time, he/she may require a period of re-orientation. The employee has to indicate when he/she feels uncomfortable, and the Supervisor will use his discretion in what type of re-orientation is required.

Domtar Inc. Human Rights Policy

Domtar Inc. Code of Ethics contains the Corporate Human Rights Policy (August 2002 pp 47 - 52). Domtar Vancouver Mill Human Resources services will provide to every employee, upon request, a copy of the policy.

OBJECTIVES

- To provide all employees with clear and concise information regarding Domtar's policy and procedures with respect to human rights.
- To ensure that all complaints are treated uniformly and equitably.

POLICY STATEMENT

Domtar respects the dignity, rights and aspirations of each employee. Therefore, Domtar is committed to provide a work environment free from discrimination and harassment. Domtar embraces the principles of federal, provincial and local/municipal human rights and civil rights legislation that prohibits discrimination and harassment based on any of the following grounds: race, ancestry, colour, creed, ethnic or national origin, citizenship, political convictions, sex, sexual orientation, civil status, veteran status, marital status, religion, age, language, social condition, record of offences or physical or mental disability.

Each and every employee has a responsibility for maintaining and promoting acceptable standards of behaviour in order to ensure that all have the opportunity to conduct their work in an environment free from discrimination and harassment.

All persons engaging in behaviour contrary to this policy and to applicable legislation will be dealt with seriously by Domtar, up to and including disciplinary measure that may include termination of employment.

The scope of the Policy confirms that all Domtar Vancouver Mill employees are covered by the "Human Rights Policy".

At Domtar Vancouver Mill the Company and the local Union are in favour of a harassment free and discrimination free workplace. In consideration of the above every Domtar Vancouver Mill employee is encouraged to read the Human Right Policy, to use the

**Internal Complaint Resolution in case of harassment
and/or discrimination.**



**Families are
FOREVER**

FOR HELP 604-437-4776