

**COLLECTIVE AGREEMENT**

**BETWEEN**

**PROVINCIAL PAPERS INC.,  
SUBSIDIARY OF ROLLAND INC.**

**AND THE**

**COMMUNICATIONS, ENERGY, AND  
PAPERWORKERS UNION**

**LOCAL 279**

**May 1, 1997 - October 31, 2002**

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**Local 279**

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## **INTRODUCTION**

The general purpose of this agreement is to establish mutually satisfactory relations between the Company and its employees, to provide machinery for the prompt and equitable disposition of grievances, to establish and maintain satisfactory working conditions, hours and wages for the employees who are subject to the provisions of the agreement.

The mutual interest of employer and employee is recognized by this agreement for the operation of the entire plant under methods that will promote, to the fullest extent, safety to the employee, economy of operation and quality and quantity of output, cleanliness of plant and protection of property; and it is recognized by this agreement to be the duty of the parties to this agreement and of all employees to cooperate fully, individually and collectively for the advancement of these conditions.

## **1 PARTIES**

1.1 This Agreement is between Provincial Papers Inc., subsidiary of Rolland Inc. referred to herein as the Company, and the Communications, Energy and Paperworkers Union, C.L.C., and its Local 279, referred to herein as the Union, covering the Provincial Papers Inc., subsidiary of Rolland Inc. mill of the Company located at Thunder Bay, Ontario.

## **2 UNION RECOGNITION**

2.1 Provincial Papers Inc., subsidiary of Rolland Inc. recognizes the Communications, Energy, and Paperworkers Union as the exclusive bargaining agent for the employees under its jurisdiction.

2.2 Provincial Papers Inc. subsidiary of Rolland Inc. recognizes the Communications, Energy, and Paperworkers Union as the sole bargaining agent for all employees under their jurisdiction engaged in the operation, maintenance, repair and installation of electronics and metering equipment. Should any disagreement arise, it will be discussed with Management and the Union concerned.

### **3 UNION SECURITY**

3.1 The Company, when hiring new employees, shall give preference to members of the Union.

3.2 All employees whose rates are fixed by this Agreement shall become members of their respective Local Union within fifteen (15) days after entering the Company's employ and shall be so instructed by the Human Resources Department and shall maintain membership in good standing and shall, upon hiring, sign a Union deduction card for monthly dues at the Human Resources Department for the respective Union concerned.

3.3 The payroll deduction authorization for monthly dues will become effective fifteen (15) days after the employee starts to work.

3.4 In consideration of this deduction and forwarding

service by the Company, the Union agrees to save the Company harmless against any claim or liability arising out of or resulting from the collection and forwarding of these dues.

3.5 All new employees shall serve a probationary period of ninety (90) worked days during which period the Union shall represent such employees in every capacity except as to discharge.

#### **4 JURISDICTION**

4.1 No employee is to be required to become a member of more than one Union. Questions of jurisdiction shall conform to the regulations covering such matters as fixed by the Canadian Labour Congress and the Company will not be asked to act upon any matters of jurisdiction between Unions. However, when the respective Unions are unable to agree on the Union a man is required to join, then the Company will specify the Union in which they will recognize the specific position, and shall consider him a member of that Union until such time as the respective Unions agree.

4.2 The Company recognizes the jurisdiction of individual Local Unions in the mill. For the purposes of the efficient utilization of manpower, the Company can temporarily assign an employee to any mill department.

4.3 Members of C.E.P. Local 279 will have primary responsibility for operating equipment in the Paper Mill, Groundwood Mill and Pulp Mill. It will also have primary responsibility for mechanical maintenance and repair

work throughout the mill, except for work contracted out.

Members of O.&P.E.I.U. Local 236 will have primary responsibility for the clerical and general office functions throughout the mill.

Members of I.U.O.E. Local 865 will have primary responsibility for the installation, operation, maintenance and repair of air compressors, combustion heating, steam generators, water and fuel systems and related equipment.

Members of I.B.E.W. Local 1565 will have primary responsibility for the installation, operation, maintenance and repair of all electrical and electronic equipment and communication equipment which is owned by the Company and operated by mill personnel.

To maintain efficiency of the mill, the company maintains the right to assign any employee to a temporary task provided the employee has the necessary skills to do the job safely.

Operators are permitted to make adjustments to the equipment under their control, which is not considered to be maintenance or repair work. Notwithstanding the above, operating and maintenance employees will assist one another.

The purpose of this agreement is not to make tradesmen production workers and vice versa.

All parties agree in good faith to identify and resolve perceived abuses of the intent of this clause.

The Communications, Energy and Paperworkers Union Local 279 will commit to promote and practice flexibility and polyvalency in regards to jobs.

## **5 CONTRACTING OUT**

5.1 The Company will not contract out work that is regularly performed by the crews for which crews are available and which employees are capable of doing. The Company will advise the Unions of its intention to contract out prior to the final agreement being reached with a contractor.

## **6 INTERRUPTION OF WORK**

6.1 No strikes or lockouts shall occur during the life of this agreement.

6.2 Prior to a legal strike, the parties shall meet to discuss procedures to ensure the essential services and complete security of the mill property and facilities. With implementation and continuance of the above, insurance benefits, excluding Weekly Indemnity and Long Term Disability Benefits, will be maintained subject to the employees or the Union paying the full cost of such coverage upon return to work. Weekly Indemnity and Long Term Disability Benefits being paid at the commencement of a strike, supported by proper medical evidence when requested, will be continued.

## **7 PROMOTIONS & TRANSFERS**



7.1 When vacancies occur in a department, then the Company shall post on bulletin boards throughout the mill a notice concerning the bottom job in the department affected. Such notice shall indicate the qualifications essential to promotion within that department. Such posting shall be for a period of ten (10) working days and the Company shall have the right to make a temporary appointment without penalty. In all cases of promotion, the Company will give consideration to seniority, ability and qualifications. When the last two factors are relatively equal, seniority will govern.

7.2 In cases of promotion where the man to be promoted is not the senior man in the department concerned, the Company will present the alternative name to the Union, who will have the opportunity to discuss with the Company the qualifications of the senior man. The Company shall take such presentation into consideration in making its decision, which decision may be subject to the grievance procedure outlined in Article 35 of this Agreement.

7.3 When transferring employees, either permanently or temporarily, such employees will be paid at the rate that is attached to the position to which they are transferred.

7.4 A successful applicant for a job posting will not be permitted to apply for subsequent job postings for a period of six (6) months, except when there are new postings for the Trades Apprenticeship Plan.

7.5 If a promotion or transfer resulted from a job posting, job seniority will date from the date that the employee was accepted for the posted opening. If he is not capable of performing his new work satisfactorily, or he requests to revert to his former job, for a valid reason, he shall within six (6) months be returned to his former job without loss of seniority. In the event that the successful applicant to a job posting is returned to his former position as described above, the next most qualified applicant on the original job posting will be awarded the job.

7.6 Any employee accepting a promotion to a permanent position within the Company, over which the Union has no jurisdiction, may be returned, by the Company or at his own request, to his former position within six (6) months and shall have all his former standing re-established providing he pays six (6) months of regular established Union dues.

7.7 Job freezing will not be allowed in line of progression except when an employee is not capable of performing the duties of a higher position or for health reasons supported by medical documentation.

7.8 Vacancies that occur after the weekly crew list has been posted will be filled by moving up on shift. However, when this procedure cannot be followed, moves will be made up the line of progression in accordance with departmental seniority.

## **8 LAY-OFFS**

8.1 When laying off help, Union men shall be retained in preference to those not members. Among equally efficient employees, the older in point of service will be given preference of employment.

8.2 In cases of lay-offs, plant wide seniority, with due regard to jurisdiction of each of the signatory unions, shall apply. In making transfers under this rule it is understood and agreed that in moving between departments, the senior man must have the necessary qualifications to enter the department and shall have access only to the bottom job in the line of progression in the department to which he is being transferred.

8.3 If the number of senior employees involved in a permanent lay-off exceeds the number of junior employees holding bottom jobs in the lines of progression, the Company, if requested by the Union, will locate other job openings in jobs held by junior employees above the bottom jobs so as to assure continued employment for senior employees. Training will be given, if necessary, to the senior employees.

8.4 When employees are laid off, they shall be recalled in the reverse order of their lay-off, provided that:

- (a) they report to work within five (5) days of having been contacted by telephone or by registered mail of recall, Saturdays, Sundays and Statutory Holidays named in this Agreement excluded;

- (b) they have not been on layoff for more than two (2) years, and
- (c) they keep the Company notified of their current addresses and telephone numbers.

8.5 An employee will lose his employment status if the employee:

- (a) quits voluntarily;
- (b) is terminated for cause;
- (c) is on layoff in excess of two (2) years;  
and
- (d) is recalled and does not report for work in accordance with Article 8.4(a).

## **9 JOB SECURITY**

9.1 The Company and the Union recognize that technological change, automation, changes in methods of process and reduction of the workforce have an impact on employees.

The Company is, therefore, prepared to make the following commitment. Immediately following a public announcement by the Company of its intention to proceed with a major project or lay-off (for reasons other than market conditions) affecting the employment status of permanent employees, the Company will meet with the Union to discuss:

- (a) Special early retirement provisions;

and will implement;

- (b) Freeze on the hiring of permanent employees;
- (c) Retraining;
- (d) Transfers to other job vacancies;
- (e) Exercise of the bumping provisions of Agreement;
- (f) Attrition (death, retirement, voluntary resignation, discharge for cause).

9.2 In the first six (6) months of the term of the agreement, the Company will reduce the total workforce of the mill by approximately 20%. The Company reserves the right for further reductions, subsequent to capital investments, projects or administrative decisions. Effective January 1, 1998, any reductions in the workforce shall be by attrition only. The foregoing excludes major workforce reduction resulting in a complete department or operating unit shutdown due to new market direction, or changes in the procurement of raw materials.

#### **10 SEVERANCE PAY**

10.1 A permanent employee with at least one year's continuous service who is laid off due to job elimination by Management decision for such causes as more efficient operation, change or elimination of a process, lack of orders, shall be paid Severance Pay.

Severance Pay shall not be paid due to job elimination for such causes as fire, flood, explosion or "Act of God". Severance pay shall be paid in accordance with the following:

- (a) Severance Pay shall be one week's pay for each year of an employee's last full period of service without interruption due to lack of work. Severance Pay will not be paid to employees who resign or are discharged. One-half of this severance pay is payable after the employee has been laid off due to job elimination for a period of six (6) weeks. The second half of the severance pay is payable after the employee has been laid off a total of three (3) months.
- (b) If recalled to work before the Severance Pay payment is payable, no such payment will be made. Any employee refusing a recall shall forfeit his right to Severance Pay.
- (c) If an employee is recalled after having received all of the Severance Pay due him, he will, as of the date of return, commence a new period of accumulation which will be credited toward any future lay-off.
- (d) If an employee is recalled after having received half of the Severance Pay due him, he will, upon return to work, retain the

right to the unpaid portion which will be added to any new accumulation of Severance Pay.

## **11 TECHNOLOGICAL CHANGE**

11.1 The Company undertakes to advise and to discuss with the Union in advance as far as is possible any technological changes which the Company has decided to introduce which will result in significant changes in the employment status of employees.

11.2 The Company agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effect on employees displaced by such changes. Such measures as early retirement, retraining and transfers to other existing jobs will be considered.

11.3 If a permanent employee with one year's continuous employment is set back to a lower paid job due to job elimination under conditions set forth above, he shall retain the rate of the permanent payroll position for an initial period of six (6) months. For an additional period of six (6) months an adjusted rate will be established midway between this rate and the rate for his new job for each work week. At the end of the twelve (12) month period the rate for the job to which he is assigned will apply. Seasonal or temporary employees are not covered by this clause.

11.4 A permanent employee with one year's

continuous service who will be laid off due to job elimination under conditions set forth above will be given notice of the impending change in employment status at the earliest possible time in keeping with the notification of the Union as set forth in 11.1 above.

## **12 PAPER MILL SCHEDULE**

12.1 The normal scheduled operation of the Paper Mill will be continuous for seven (7) days per week except for scheduled shutdowns as considered necessary by the Company. The work week shall commence at 8:00 a.m. Sunday.

## **13 PULP MILL SCHEDULE**

13.1 The normal scheduled operation of the Pulp Mill will be continuous for seven (7) days per week except for scheduled shutdowns as considered necessary by the Company. The work week shall commence at 8:00 a.m. Sunday

13.2 When paper machines are operated less than seven (7) days per week and when deemed necessary by the company to provide stock to keep the paper mill running, or to provide experimental pulps for use in our mills, pulp mills shall operate Sunday. The company will take effective measures to reduce hours required for maintenance and other work on Sundays and paid Statutory Holidays by improved planning and scheduling.

## **14 HOURS OF WORK**



14.1 Normal hours of employment for Day Workers covered in the attached schedule shall be eight (8) hours per day, or such hours that are mutually defined. Day Workers shall be at their respective places to begin work at the hour required for each individual department and shall remain in their places until the corresponding hour for stopping in that particular department.

14.2 When a Day Worker is required to carry on through all or part of his lunch period, he shall take the full lunch period from the time the job is completed.

14.3 The foregoing applies only to Day Workers who occasionally are required to work through their lunch period. The regular hours of work for Day Workers shall be from 8:00 a.m. to 4:00 p.m., with one fifteen (15) minute paid rest period in the morning and a thirty (30) minute paid lunch break.

14.4 Normal hours for Day Workers shall not exceed forty (40) hours per week, or such hours that are mutually defined.

- 14.5 (a) The schedule of hours for Tour Workers and hours when tours shall change shall be 8:00 a.m. to 4:00 p.m.; 4:00 p.m. to 12:00 midnight and 12:00 midnight to 8:00 a.m. or as mutually agreed.
- (b) Shifts shall be arranged to suit the running schedule of the mill and to avoid any interruptions in normal

operations. It is agreed that in some cases it is necessary to effect an "average " work week. The word "average" shall mean the work week schedule to be agreed upon.

14.6 Normal hours of employment for Tour Workers shall not exceed forty (40) hours per week, except as mutually defined.

14.7 For emergency shutdowns of twenty-four (24) hours or less (includes the shift in which the shutdown occurs and the two shifts following) and all normal shutdowns occasioned by normal clean-up, clothing changes and scheduled normal maintenance, operating crews will be provided with work and will be paid at the rate of their regular occupation. Employees will be expected to do work assigned. Tour workers may be scheduled to work with day crews during these shutdowns and if so scheduled will work day work hours.

#### **15 PREMIUM PAY - DAY WORKERS**

15.1 Time and one-half shall be paid for all hours worked between 8:00 a.m. Sunday and 8:00 a.m. Monday. Work done in excess of eight (8) hours on Sunday will be paid for at the rate of double time.

15.2 Work done in excess of eight (8) hours in any weekday shall be paid for at the rate of time and one-half.

15.3 A Day Worker who, on the completion of a shift,

is called in during the hours from 4:00 p.m. to 7:00 a.m., shall be guaranteed a minimum of four (4) hours' pay and shall perform only that emergency work that required the call-in. If, upon completion of the emergency work that necessitated the call-in, the employee is required by the Company to perform any subsequent additional work, it shall be treated as an added call-in. The employee shall clock out and clock back in between such call-ins. When a Day Worker is called in on a breakdown before 7:00 a.m. and continues to work on that breakdown after his normal starting time, the time and one-half rate will apply to the completion of the job. If called in between 7:00 a.m. and 8:00 a.m., he shall receive time and one-half for the period worked.

15.4 A Day Worker called in on his designated day off shall receive time and one-half for the hours worked with a minimum of four (4) hours' pay for each call. If called in on a Sunday or Statutory Holiday a Day Worker shall receive time and one-half for the hours worked with a minimum of six (6) hours' pay for each call.

15.5 A Day Worker who reports for duty at the beginning of his normal day and finds his work schedule has been changed, and if he has not been contacted previously by telephone or messenger, shall receive two (2) hours' pay and will be allowed to return home.

15.6 Overtime shall not be pyramided nor shall more than one basis of calculating overtime be used to cover the same hours.

## **16 PREMIUM PAY - TOUR WORKERS**

16.1 Time and one-half shall be paid for all hours worked between 8:00 a.m. Sunday and 8:00 a.m. Monday. Work done in excess of twelve (12) hours on Sunday will be paid for at the rate of double time.

16.2 Tour workers shall be paid at the rate of time and one-half for all work performed beyond their regular daily hours of work with the following exceptions:

- (a) When such work is caused by the change of shifts;
- (b) Overtime work by special arrangement between a tour worker and his mate to exchange shifts with the approval of his supervisor and when this can be accomplished without additional cost or penalty to the Company.
- (c) When required to replace an employee for tardiness up to two (2) hours.

16.3 Employees who fail to report for work or who in any way penalize their mates or the Company under this overtime arrangement will be subject to the applicable rules as contained in Article 36. Disciplinary action under these rules and regulations shall be subject to grievance procedure.

16.4 Except as noted above tour workers called on duty after regular working hours or prior to the

commencement of a regular shift (except when reporting early as scheduled for start-up), or on their scheduled days off shall receive time and one half for all overtime work and in no case shall they receive less than four (4) hours pay at regular rates for the work performed on each call. If called in on Sundays and Statutory Holidays time and one half will apply, and in no case shall they receive less than six (6) hours at regular rates.

16.5 Overtime shall not be pyramided nor shall more than one basis of calculating overtime be used to cover the same hours.

16.6 A Tour Worker who reports for duty at the beginning of his normal shift or tour and finds his work schedule has been changed, and if he has not been contacted previously by telephone or messenger, shall receive two (2) hours' pay and will be allowed to return home.

**17 HEIGHT PAY - Delete**

**18 WIRE PAY - Delete**

**19 DAYS OFF**

19.1 Schedules shall be posted in each department not later than 3:00 p.m. Friday each week showing the crews for the following week. Where feasible, the Company will post the schedules on Thursday. Such schedules shall show the day or days off for each man in the crew.

19.2 When an employee is required to work on his scheduled or designated day or days off, he shall be paid for all hours worked on such day or days at an overtime rate of one and one-half times the straight time rate. It is also agreed that the following exceptions apply to the above:

- (a) When an employee or the Company wishes to change scheduled or designated days off, the party will notify either the employee, in the case of the Company, or the appropriate supervisor, in the case of the employee, at least twenty-four (24) hours in advance and, if such a change is mutually agreed upon by the parties involved, then the employee will work at straight time rates on the day or days originally scheduled as his scheduled or recognized days off. On the other hand, if he is required to work on the alternate days mutually agreed upon as his days off, he shall be paid at the overtime rate.
  
- (b) In the event of a major breakdown an employee may be required to work on his scheduled or designated day or days off for which he will be paid at straight time rates provided he has been given at least twenty-four (24) hours advance notice and granted another day or days off as mutually agreed upon for which he will be paid at the overtime rate if required to work on these days.

- (c) Any worker called in on Sunday who works the equivalent of a normal shift or more and was not scheduled to work on that day, shall not have to take a designated day off during the week or work cycle, and shall work on his last scheduled day in the week or work cycle at time and one-half if he so desires.

19.3 If a Statutory Holiday falls on an employee's scheduled day off, it will not be necessary for the employee to take another day off in lieu of the Statutory Holiday. If, however, the employee requests an additional day off, it will be scheduled at a mutually acceptable time.

## **20 REST PAY**

20.1 A day worker working in excess of sixteen (16) hours, lunch time included, in any twenty-four (24) hour period, provided he is scheduled to work the following day, shall receive time off with pay to the extent that such work exceeds sixteen (16) hours. This will not apply to excessive hours worked as a result of an arrangement between employees.

20.2 Any day worker called in who works two (2) hours or more after midnight, shall receive time off (at straight time) to the extent of all the time worked between midnight and 8:00 a.m. provided he is scheduled to work at 8:00 a.m. the following day and reports at the deferred starting time.

20.3 On a Sunday such rest pay shall be paid at one and one-half times an employee's regular rate provided the employee is scheduled to work that day.

## 21 STATUTORY HOLIDAYS

21.1 The parties agree that, on dates to be determined locally, one shutdown and start up per year will be eliminated by moving one statutory holiday shutdown to combine it with another existing statutory holiday (as per the New Year's holiday below).

Holidays are as follows:

- |              |  |
|--------------|--|
| Victoria Day | - Twenty-four (24) hours   |
| from         | 8:00 a.m. Monday to 8:00 a.m. Tuesday;   |
| Canada Day   | - Twenty-four (24) hours from 8:00 a.m. of the day of the holiday to 8:00 a.m. of the day following the holiday. |
| Labour Day   | - Twenty-four (24) hours from 8:00 a.m. Monday to 8:00 a.m. Tuesday.   |
| Christmas    | - Forty (40) hours from 4:00 p.m. of the day preceding the holiday to 8:00 a.m. of the day                       |



following the holiday.

New Year's Day - Twenty-four (24) hours to be the day preceding Christmas or the day following Boxing Day, which shall be mutually agreed.

Boxing Day - Twenty-four (24) hours from 8:00 a.m. the day of the holiday to 8:00 a.m. of the day following the holiday.

"Sunday excluded" will apply to the following statutory holidays when operating less than seven (7) days: Canada Day, Christmas Day and New Years Day.

21.2 For each of the six Statutory Holidays, namely New Year's Day, Victoria Day, Canada Day, Labour Day, Christmas & Boxing Day eight (8) hours' pay will be allowed to hourly paid workers when they do not work.

21.3 For each of the Holidays (as stated above 21.1) the Company will have the option of scheduling employees to work to meet the needs of the operation on all statutory holidays. This does not alter the agreed method of payment for employees who work on a Statutory Holiday.

21.4 (a) Employees who work on a statutory holiday will receive statutory holiday

pay in accordance with the Collective Agreement.

- (b) In addition to (a) above, employees who work will be paid at the rate of double time.
- (c) For each hour worked, the employee will receive an additional payment of one (1) hour at the rate paid for the job performed.
- (d) An employee who works a complete shift during the twenty-four (24) hours of a statutory holiday can take a compensatory holiday without pay before the following month of May at a date approved by the employee's supervisor.
- (e) This agreement does not apply to employees who must perform regular work during statutory holidays when the mill is not in operation.

21.5 On statutory holidays when the mill is not in operation, the Company will ask for volunteers to do work that the Unions agree is emergency work and which has been discussed with the Local Union Committee, it being understood that emergency work is not accumulated maintenance work.

21.6 Holiday pay shall be calculated at eight (8) times the regular hourly rate paid on the day worked prior to

the holiday or the rate of his permanent payroll position, whichever is greater.

21.7 When an employee is scheduled to work on one of these holidays, he shall be entitled to a day off with pay, calculated as above at some later date when mill operations make such absence possible. However, such day off must be taken within a four (4) week period after the holiday, including the week in which the holiday occurred.

21.8 To be eligible for such paid holidays an employee must:

- (a) have been in the employ of the Company for a minimum of thirty (30) days. Such thirty (30) days may be accumulated within the immediately preceding twelve months provided there is no break in service. A break in service for this purpose shall be defined as:
  - (i) voluntary separation;
  - (ii) discharge for cause;
  - (iii) a lay-off of more than four (4) months' duration (time before and after a lesser lay-off may be counted);
  
- (b) have been at work on the work day preceding the holiday and must return to work as scheduled immediately following the holiday, unless excused

as indicated below.

21.9 Employees may be relieved from the provision of Article 21.8(b) under the following conditions:

- (a) If away on vacation;
- (b) If laid up by accident or illness. Any employee, if absent due to illness or accident, must have been at work at some time within the ninety (90) day period previous to the holiday.
- (c) If work not available due to curtailed operation of the plant;
- (d) If he has applied for and received special official leave;
- (e) If rehired within thirty (30) days of date of termination, employees will be paid for statutory holidays falling within that thirty (30) day period.

21.10 Employees whose annual vacation period includes one of these holidays shall be entitled to an extra day with pay as may be arranged.

21.11 The Company agrees to six (6) further paid holidays for which eight (8) hours' pay each will be given without loss of production.

21.12 (a) When production is maintained during a statutory holiday, work crews will

be kept to a minimum.

- (b) The weekly work schedule will be respected when the mill operates on a statutory holiday.
- (c) During total mill shutdowns for a statutory holiday, mill shutdown and start-up procedures take place during total shutdown hours.

## **22 FLOATING HOLIDAYS**

22.1 Six (6) days holidays with pay shall be allowed at a time suitable to the employee and the Company so that there will be no loss of production.

22.2 The wages will not be paid under this Agreement unless the employee actually takes the time off.

22.3 Holiday Pay shall be calculated at eight (8) times the regular hourly rate paid on the last day worked prior to the holiday or the rate of his permanent payroll position whichever is greater.

22.4 To be eligible an employee must have worked for eighty (80) days or more.

22.5 To be eligible for such paid holidays, an employee must have been at work on the day preceding the holiday and must work as scheduled immediately following the holiday, unless excused as indicated below.

22.6 Employees may be relieved from provisions of Article 22.5 under the following conditions:

- (a) If away on vacation or a Statutory Holiday.
- (b) If laid up by accident or illness. Any employee, if absent due to illness or accident, must have been at work some time within the ninety (90) day period previous to the holiday.
- (c) If work not available due to curtailed operations at the plant.
- (d) If he has applied for and received special official leave.

22.7 If a man is required to work on any one of his holidays after definite dates have been designated, he shall be paid time and one-half.

22.8 If, after the Company has arranged to provide a relief man, these arrangements break down due to the absence of one of the three (3) men scheduled to work, straight time will be paid except when the absence is due to a bona fide sickness.

22.9 A floating Holidays' Day Book will be issued for each department, on the first day of the first full week in January of each year, and the first employee who applies for each day will be guaranteed that day as a floating holiday.

22.10 Any floaters that have not been scheduled or taken by November 1<sup>st</sup> of each year may be scheduled at any time during November and December at the discretion of the Company.

### **23 VACATIONS WITH PAY**

23.1 All employees on permanent payroll positions shall be entitled to two weeks' vacation with pay following the completion of one (1) year of continuous service.

23.2 Employees with four (4) years or more of continuous service shall be entitled to three (3) weeks' vacation with pay in each calendar year.

23.3 Employees with nine (9) years or more of continuous service shall be entitled to four (4) weeks' vacation with pay in each calendar year.

23.4 Employees with twenty (20) years or more of continuous service shall be entitled to five (5) weeks' vacation with pay in each calendar year.

23.5 Employees with twenty-five (25) years or more of continuous service shall be entitled to six (6) weeks' vacation with pay in each calendar year.

23.6 Supplementary Plan Employees with twenty-five (25) years or more of continuous service shall receive the following additional vacation in the calendar year in which they attain:

Age 60 - Additional one weeks' vacation  
Age 61 - Additional two weeks' vacation  
Age 62 - Additional three weeks' vacation  
Age 63 - Additional four weeks' vacation  
Age 64 - Additional five weeks' vacation

- 23.7
- (a) If three, four, five and/or six weeks are taken at one time they must be taken within the period from September 15th to June 15th.
  - (b) Vacations taken during the summer months, June 16th to September 14th, will be limited to two (2) weeks, with the third, fourth, fifth and/or sixth weeks to be taken in the period September 15th to June 15th as agreed between the employee and the Company.
  - (c) During the period of September 15th to June 15th the number of consecutive weeks of vacation that an employee may take shall be limited to four (4).
  - (d) Necessities of operation must be given full consideration. Every effort will be made to maintain existing vacation schedules.
- 23.8
- (a) Each week of vacation pay will be calculated at 2.4% of gross earnings in the previous calendar year, or forty



(40) hours' pay at the employee's regular rate, whichever is the greater.

- (b) An employee shall receive an additional four (4) hours' pay at his regular rate for each week of vacation entitlement taken during the period January 1 to April 30.

23.9 The Union agrees to cooperate with Management in scheduling vacations in such a manner that maximum production may be maintained.

23.10 Vacations with pay are intended to enable each employee to enjoy a respite from routine duty with no financial worry to distract from their benefits. Vacations are in no way considered a bonus.

23.11 The privilege of taking vacations must be confined to permanent employees employed upon standard payroll positions.

23.12 In drawing up the vacation schedule, the management will endeavour to meet the wishes of the individual employee. It must be understood, however, that the necessities of operation must be given full consideration. In cases where vacation periods requested conflict, preference will be given to the older employees in point of service and within departments.

23.13 Working of long shifts while men are away on vacation is to be avoided whenever possible.

23.14 Taking vacations is to be compulsory. Vacations cannot be accumulated but must be taken in the year when they are due.

- 23.15 (a) To be eligible for vacations, employees must have worked at least two thirds of the available time during the qualifying year, except that time lost due to mill accidents or sickness (such sickness to be limited to four (4) months in any one year) does not count against employees' working time credits in the qualifying year.
- (b) If an employee works a minimum of four (4) months in a calendar year and is sick for four (4) months or more in the same year, the employee is considered to have completed the minimum qualifying period to be eligible for vacation in the following year. If an employee works less than four (4) months in any one calendar year in the following year his vacation pay will be calculated on the appropriate percentage of his earnings for the year in which the sickness occurred.
- (c) Service for the purpose of vacation entitlement will continue to accrue for periods of absence while an employee is receiving Workers Safety Insurance Board benefits.

- (d) No employee may draw vacation pay in lieu of taking his vacation. However, if an employee is absent from work because of illness or accident at the end of a calendar year and has not exhausted his total vacation entitlement, the remaining day(s) of vacation will be carried over to the next year. Vacation pay for such days of vacation shall be equal to the pay he would have received had he taken time off before year-end.

23.16 The qualifying year in determining eligibility for vacations in the first year shall be the twelve (12) month period beginning with the date of employment; in subsequent years the qualifying year may be the calendar year. The main purpose in making the calendar year the qualifying year for the employee's second vacation is to enable an employee whose anniversary date of employment comes in the late fall to have his vacation during the desirable vacation period, that is, during the summer months.

- 23.17 (a) Each week of vacation pay will be calculated at 2.4% of the gross earnings in the previous calendar year or forty (40) hours pay at the employee's regular rate, whichever is greater.
- (b) An employee shall receive an additional four (4) hours pay at his regular rate for each week of vacation

entitlement taken during the period  
January 1 to April 30.

23.18 Tour and shift workers shall not be entitled to the night shift differential while absent on vacation.

23.19 Employees with more than one year's service who are laid off due to lack of work, or who leave the Company's employ in good standing, shall be entitled to vacation pay based on the following formula:

- (a) Full vacation credit based on service in the preceding calendar year; plus
- (b) 4.8%, 7.2%, 9.6%, 12% or 14.4% of gross earnings (depending on whether the employee is entitled to 2, 3, 4, 5, or 6 weeks' vacation) calculated from January 1 in the current year to date of leaving. If vacation has been taken in the current year based on the preceding calendar year's employment, (b) only shall apply.

23.20 Employees with less than one year of continuous service who are laid off for lack of work, or who leave the Company's employ in good standing, shall be entitled to vacation pay at the rate of 4.8% of gross earnings from date of employment to date of separation.

23.21 Employees who leave the Company's employ without giving the required notice or who are discharged for cause shall be entitled to vacation pay based only on the formula set out in the Employment Standards Act. Notice of resignation during the last

shift worked is considered adequate.

23.22 When a lay-off due to lack of work is of more than six (6) months' duration, continuity of service is broken until, after rehiring, an employee completes one year of continuous service. After this time his length of service can be restored, counting the time before and after, but not during the lay-off, and his vacation period started from the anniversary date of his returning. Such restoration of service, however, is contingent upon the man keeping the Company posted as to his current address and the man reporting back to work as soon as practical when recalled. His vacation pay would be granted on the basis of his restored length of service.

23.23 Employees may be paid, on leaving for vacation, for earnings to date of leaving plus vacation pay and less usual deductions for the period for which they are being paid.

## **24 BEREAVEMENT LEAVE**

24.1 When death occurs to an employee's spouse, child, adopted child or stepchild, the employee will be granted leave of absence and will be paid for eight (8) hours at his regular straight time rate for up to five (5) consecutive scheduled working days lost in the eight (8) day period beginning with the date of death.

(Spouse shall include common-law spouse as previously declared on the forms provided for health coverage.)

24.2 When death occurs to an employee's mother, father, foster parents, adoptive parents, brothers, sisters, mother-in-law, father-in-law, stepmother, stepfather, stepbrother, stepsister, grandfather, grandmother and grandchild, the employee will be granted leave of absence and will be paid for eight (8) hours at his regular straight time rate for up to three (3) consecutive scheduled working days lost in the eight (8) day period beginning with the date of death.

24.3 When distance prevents the employee from attending the funeral, one day of compassionate leave will be allowed within the six (6) day period beginning with the date of death.

24.4 Pay will be at straight time even though one or more of the days of the bereavement leave occur on Sunday or a paid holiday.

24.5 Pay will not be granted if the employee does not attend the funeral except as outlined above in

Article 24.3.

24.6 The regular straight time rate means the straight time rate of the job at which the employee would have worked had he not been on bereavement leave.

## **25 JURY DUTY**

25.1 An employee who is prevented from working his scheduled shift due to being on Jury Duty, reporting for Jury Roll-call or as a Subpoenaed Witness shall be paid the difference between the pay received for such Jury Duty or Subpoenaed Witness and eight times the straight time hourly rate he would otherwise have received.

25.2 An employee scheduled to work the midnight to 8:00 a.m. shift or tour immediately prior to reporting for Jury Duty, Jury Roll-call or Subpoenaed Witness on that date will be excused, upon request, and the terms of this Article will be applied.

25.3 In making application for such payment, the employee is required to submit supporting documents as to days of service and fee received.

## **26 LEAVE OF ABSENCE**

26.1 (a) Leave of absence without pay, up to a maximum of three (3) months, may be granted at the discretion of Management for the following reasons:

- (i) Legitimate personal reasons;
  - (ii) Official Union business;
  - (iii) Candidacy for public office at the Federal or Provincial level. Such leave may be extended until seven (7) days have elapsed following the date of the election;
  - (iv) Military Service;
  - (v) Duties of an elected Municipal office;
- (b) Any leave of absence granted pursuant to Section (a) will not result in any loss of seniority.
- (c) Leave of absence without pay may be granted, at the discretion of Management, for service as an elected representative in the Federal or Provincial legislature. Such leave, if granted, shall normally expire thirty (30) days following conclusion of the period of elected office, but in no case shall it be in excess of five (5) years.
- (d) Leave of absence granted pursuant to Section (c) will not cause a break in continuity of service but the period of absence shall not be counted in calculating any service related benefit.
- (e) Employees, when granted a leave of absence in excess of one (1) month, will be required to prepay the full



premiums for group life insurance and all other insurance coverage in accordance with the provisions of the respective policies.

- (f) All leaves of absence must be applied for in writing.
  - (g) The Company may require an employee to exhaust his normal vacation entitlement before commencing a leave of absence.
- 26.2 (a) Time off with pay will be provided to an employee writing qualifying examinations during scheduled working hours for certificates required in his occupation.
- (b) Such pay will be at his straight time rate and limited to eight (8) hours.

## **27 BENEFITS**

- 27.1 (a) The Company will pay the prevailing medicare premium rates established by the provincial government up to the rates in effect to Oct. 31, 2002. These payments will be maintained for a twelve (12) month period when an employee is sick or disabled by accident.
- (b) The Company's contribution to

employees' insurance shall be applied first on account of those plans to which the employer's contribution is not taxable in the hands of the employee.

27.2 The Provincial Papers Inc., subsidiary of Rolland Inc. Weekly Indemnity Plan forms part of this Agreement and is attached hereto as Appendix "A". The premium cost will be borne by the Company. The 5/12 of the E.I. premium reduction will continue to be retained by the Company.

27.3 The Provincial Papers Inc., subsidiary of Rolland Inc. Long Term Disability Plan forms part of this Agreement and is attached hereto as Appendix "B". The premium cost will be borne by the Company.

27.4 The Company will pay the prevailing premium costs for the Supplementary Health Care Plan up to the rates in effect to Oct. 31, 2002. This Plan forms part of this agreement and is attached hereto as Appendix "C".

27.5 The Dental Care Plan forms part of this Agreement and is attached hereto as Appendix "D". Employee contributions towards the cost of this Plan are \$1.10 per month for single coverage and \$3.85 per month for family coverage. The Company will absorb the remaining cost of this Plan including additional future premium increases through to Oct. 31, 2002.

27.6 The Group Life Insurance coverage is 2½ times annual earnings with a maximum coverage of \$60,000.

The premium cost will be borne by the Company and the Plan is subject to insurance regulations.

27.7 The Company will maintain \$4,000 Group Life Insurance for retired employees at no cost to the Pensioner provided he was covered by Group Life Insurance during his employment.

27.8 Effective July 1, 1987, optional dependent life insurance at employees' cost will be provided on the following basis:

- (a) Spouse - \$5,000.00
- (b) Each unmarried child:
  - (i) 14 days but less than 1 year of age, \$1,000.00.
  - (ii) 1 year but less than 19 years [twenty-five (25) years when a student full time], wholly dependent on the employee for support, \$2,000.00.

The spouse's life insurance will be reduced to \$1,000.00 upon the employee's retirement and cancelled on his death.

27.9 Changes in the level of an employee's insurance benefits due to the application of the wage increases will become effective on the first of the month following ratification of the Memorandum of Agreement for all employees actively at work on that date. For

employees who are not actively at work on that date the changes will become effective on the date he returns to active employment.

- 27.10 (a) Insured employees who continue to be disabled for longer than twelve (12) months may continue their coverage in the Group Life Insurance and Dental Plans, at their option, until the expiration of the twenty-four (24) month period commencing with the date of disability. Such employees may continue coverage in the Supplementary Health Care Plan, at their option, until the earlier of retirement or age 65. The full premium costs for the above extension of benefits will be borne by the employees.
- (b) The Company will provide optional coverage under the Supplementary Health Care Plan to retirees between the ages of 58 and 65. The cost of such coverage shall be borne by the retiree.
- 27.11 (a) The Provincial Papers Inc., subsidiary of Rolland Inc. Pension Plan, which is registered in the Province of Ontario, forms part of this Collective Agreement. It is understood and agreed that no amendments will be made to this pension plan until the

expiration of this Agreement.

- (b) Information - The Company agrees to furnish the signatory Unions with an annual statement showing for the pension fund:
  - (i) Income from investments;
  - (ii) Company contributions;
  - (iii) Total contributions;
  - (iv) Total paid-up annuities purchased and total pension payments made;
  - (v) Any other information necessary to properly evaluate the Retirement Income Fund (Plan) including a copy of any and all actuarial valuation made of the Plan;
  
- (c) Duration - Written request for changes to this Plan shall be filed no later than four (4) months prior to the expiry date.
  
- (d) Retirement Board - The Company shall be the administrator of the Plan. In order to assist with the administration, the Company shall establish a Retirement Board. The Retirement Board shall consist of 3 persons who shall be appointed by the Company and who shall hold office during the pleasure of the

Company and 3 persons who shall be appointed by the Participating Unions and who shall hold office during the pleasure of the Unions. The Retirement Board shall hold at least two meetings per year. The Retirement Board shall determine all questions of length of service, eligibility, reinstatements, and the rates and amounts of Earnings of Members, Vested Terminated Persons and Retirees for purposes of the Plan and all matters relating to the administration, interpretation or application of the Plan, subject, however, to Applicable Legislation. The Retirement Board may at any time and from time to time establish rules and regulations governing its procedure and its administration of the Plan; which may be amended from time to time by the Retirement Board.

- (e) The Company will arrange and pay transportation and hotel expenses (when necessary) plus \$25.00 a day to cover meals and incidental charges for the Union Retirement Board members who are employees. Scheduled days lost will be paid for on the basis of eight (8) hours per day at the employees' regular rates.

27.12 Fringe benefits to be limited to 40%. The Unions reserve the right to modify the mix.

## **28 MEALS**

28.1 An employee who is required to work more than two (2) hours beyond the end of his regular shift will be provided with a hot meal. Thereafter, an additional hot meal will be supplied at four (4) hour intervals unless the fourth (4th) hour completes his work assignment.

## **29 PUNCH CARDS**

29.1 If the Company changes, amends or alters an employee's punch card for any reason, the employee will be notified before the end of the current pay period.

29.2 Card rates will be updated to reflect the level of operation, permanent promotion or demotion.

## **30 METRICATION**

30.1 The Company will pay the cost of all education related to the metric system if such education is deemed necessary by the Company.

30.2 In those cases where an employee already owns a tool in Imperial measure and the Company requires him to own the equivalent tool in metric measure, the Company will pay for 50% of the cost of the required metric tool.

## **31 SAFETY**

31.1 An employee losing time during his normal day or shift because of an injury occurring on the job will receive his regular pay for that day or shift.

31.2 The Company will pay \$60.00 annually toward the purchase of protective footwear.

31.3 Effective January 1, 1995, for employees requiring outdoor boots, there will be a further allowance of \$60 per year for the second pair, providing proof of purchase is given.

31.4 On application to supervision, individual cases involving accidental contact with corrosive chemicals will be considered. Protective clothing is now provided for planned work with these materials.

## **32 JOINT HEALTH AND SAFETY CONFERENCE**

32.1 During the term of the 1997-2002 Collective Agreement, a joint Provincial Papers Inc., subsidiary of Rolland Inc./Communications, Energy, and Paperworkers Union, Local 279 Safety Conference will be held annually. This conference will be held with the date and location being subject to mutual agreement.

32.2 The purpose of the conference will be to develop and support joint participation in the Health and Safety Program for the mill involved.



- 32.3 (a) Two delegates from each local union, one of whom is a member of the Mill Joint Health and Safety Committee, may attend the conference. These delegates shall be compensated for scheduled hours lost as a result of attending the two (2) day conference and one (1) day advance preparatory session. In addition those delegates required to absent themselves from their regular shifts to travel to and from the conference will be compensated for any loss of scheduled hours they would otherwise have worked to a maximum of two (2) additional days. The Company will compensate delegates for transportation expenses and will contribute \$75.00 per day for incurred living expenses.
- (b) In the event that there is a mill shutdown during the week in which the safety conference occurs, delegates attending the conference from the mill will be compensated in accordance with the above, using a schedule of work that would have applied had the mill been operating.

32.4 Conference planning and the agenda will be the responsibility of a joint committee selected by Provincial Papers Inc., subsidiary of Rolland Inc. and the Communications, Energy, and Paperworkers

Union, Local 279.

32.5 The agenda will be confined to those policy matters affecting the health and safety of employees at the mill. Agenda items must be submitted by the mill joint committee representatives to both the Provincial Papers Inc., subsidiary of Rolland Inc., Human Resources Department and the C.E.P. National Office, not later than August 1st each year.

### **33 TRADES PROMOTION PLAN**

33.1 The Trades Promotion Plan forms part of this agreement and is attached hereto as Appendix 'E'.

### **34 FLEXIBILITY AND POLYVALENCY**

34.1 The Union, its members and the Company are committed to promoting and practicing flexibility and polyvalency in regards to jobs. Full flexibility and polyvalency applies within both operations, and maintenance and also between operations and maintenance.

34.2 Tradesmen and Operating personnel working alone or as part of a group will perform any work for which they have the ability, regardless of their trade. The proposed changes will be implemented progressively and safely.

34.3 The preceding text replaces all existing agreements and/or practices in the mills represented by the signatory Locals that would be in conflict with it. Monetary compensation for the full flexibility and

polyvalency is included in every current rate of pay.

34.4 Should the Company experience a work force surplus resulting from the implementation of Trade flexibility, necessary reductions will be carried out through attrition.

**ELECTRICIANS PROMOTION PLAN**  
(DELETE)

**APPRENTICESHIP PLAN**  
- See Appendix "F"

**35 GRIEVANCE/ARBITRATION**

35.1 In case of a grievance arising in the Mill, it shall be reported to the Manager, preferably in writing. If the Manager and the men are unable to arrive at a satisfactory settlement within forty-eight (48) hours, the question shall be referred to the General Manager of the Company and the Vice-President of the National Union concerned or their accredited representatives, and on failure to agree, shall be left to arbitration; the General Manager of the Company to select one man, the Vice-President of the National Union concerned to select one man and the two thus chosen to select a third party who will confer and render a decision within five (5) days.

35.2 Upon failure to agree upon selection of a third party, the matter shall be referred to the Provincial Minister of Labour with the request that he appoint the third arbitrator. The decision of the Board shall be final and binding upon both parties, it being understood that

the function of the Arbitration Board shall be to interpret and apply this Agreement.

35.3 This Board, however, shall have no authority to add to or subtract from or to modify or extend any of the items of the agreement or any agreement made supplementary hereto, except by mutual consent of the Company and Union. If an employee is unjustly discharged, his case shall be reported to the Manager within forty-eight (48) hours and, if on investigation it is found that he was unjustly discharged, he shall be reinstated without lost time.

35.4 In determining any grievance arising out of discharge or other discipline, the Board may dispose of the claim by affirming the Company's action and dismissing the grievance or by setting aside the disciplinary action involved and restoring the grievor to his former position with or without compensation or in such other manner as may, in the opinion of the Board, be justified. Such decision shall be final and binding on both parties to this Agreement.

## **36 MILL RULES**

### **36.1 Starting and Stopping of Tour Workers**

- (a) Each worker is required to be in his place when his tour begins and shall not leave his post to wash and dress until his mate relieves him and takes over the duties and responsibilities of the job.
- (b) If a tour worker does not report for his

regular shift, his mate shall notify the department superintendent or foreman. He shall then remain at his post until a substitute is secured.

- (c) It is the duty of a tour worker to report for his regular shift unless he has already arranged with his foreman for a leave of absence. If unavoidably prevented from reporting, he must give notice to his foreman or at the office as early as possible before the beginning of his tour, and the person receiving this notice must complete the standard report provided for recording such notice.

36.2 (a) If an employee has been absent from work without arrangement, or without notice under the preceding paragraph, he shall report to his superintendent for instructions before returning to work.

- (b) Should investigation of a case of absenteeism fail to disclose a bona fide reason, management shall discipline the absentee as follows:

- (i) First Case - Instruction and warning;
- (ii) Second Case - Instruction and up to three (3) days lay-off.
- (iii) Third Case - Instruction and lay-off subject to discharge.

- (c) It is understood that should an employee

have a clear record for a full twelve (12) month period between steps 1 and 2 or steps 2 and 3, or after stage 3, his record shall be considered clear.

- (d) Should the unarranged absence of an employee be of sufficient length, or the reasons for the absence be of such a nature to indicate irresponsibility in the individual concerned, management may discipline the offending employee with a lay-off subject to discharge.
- (e) All cases of unarranged absenteeism will be recorded on the employee's record by the employment supervisor who will be given a written report of each case by the superintendent concerned. A copy of this report will be sent to the individual and secretary of the union concerned.
- (f) If an employee has been absent from work a day or more he shall give adequate notice to his foreman or superintendent of his intention to return. This notice should be given twenty-four (24) hours in advance, if possible, but at least in sufficient time to make the necessary arrangements prior to the beginning of the regular work period in which he intends to resume duty. If the employee fails to give the supervisor sufficient notice to enable him to adjust the shifts back to the original schedule, the supervisor may send the

returning employee home when he reports for work.

36.3 (a) Individual Responsibility - Everything in and about the Plant shall be kept clean and in good order, and each employee will be held responsible for the condition of the part of the Plant under his control as far as is humanly possible. He is also required to see that his locker is kept clean and in neat condition.

(b) It is understood and agreed that all records of discipline which date back more than three (3) years and which deal only with minor infractions involving disciplinary measures of less than a three (3) day suspension, will be considered clear from an employee's record. It is understood that the employee's record must be clear of any disciplinary measures for this three (3) year period.

#### 36.4 Causes for Discharge

Incompetency;  
Bringing intoxicants into the mill;  
Smoking while on duty in prohibited areas;  
Refusal to comply with Company rules;  
Giving or taking a bribe of any nature as an inducement to obtaining work or retaining a position.  
Reading of books or newspapers while on duty;  
Reporting for duty under the influence of liquor.

Destruction, removal or waste of Company's property;  
Disorderly conduct;  
Dishonesty;  
Disobedience;  
Neglect of duty;  
Deliberate sleeping on duty;  
The disfigurement of bulletin boards and interference with Company notices.  
Any offence sufficiently grave to warrant discharge.

36.5 Bulletin Boards - Notices shall not be posted in the mill except on the official bulletin boards, and permission of the Director, Human Resources must be obtained before the notice is posted.

#### 36.6 Fire Service

- (a) In case of fire, all employees must assist in preventing destruction of the Company's property. Fire apparatus must not be removed from its place or used except in case of fire.
- (b) The Company will train employees in this area as it deems necessary.

36.7 Leaving the Plant - No employees shall be permitted to leave the plant during working hours without the permission of the head of his department. Employees stopping work and leaving the job are required to punch out on leaving and punch in again on



returning to the job. This does not refer to men who are especially instructed by the Department Head to go out for special reasons having to do with the job.

36.8 Suggestion System - The making of suggestions by all employees is encouraged by the Management under the suggestion system. A Labour Management Committee with equal representation of Employees and Management meets once monthly to discuss mill improvements, safety, quality of products, etc. Any suggestions you may have, when submitted to this Committee, will receive every consideration.

36.9 Time Cards - The punching of any other employee's time card or the punching of your card by anyone other than yourself is strictly forbidden.

#### 36.10 Safety System

- (a) All employees must cooperate to the fullest extent in promoting the safety of the mills in the Company. Safety is part of your job and, under no circumstances, does this Company require of its employees that they shall risk life or limb in carrying on its work.
- (b) For your protection and that of your fellow employees, you must make sure that you fully understand the nature and risk of any work assigned to you before attempting to proceed with it. If the instructions given you by your immediate superior, fellow worker and/or your foreman are not entirely clear, do not hesitate to ask for further information.

- (c) Unseemly conduct, including any form of horseplay or of making unnecessary noises, is dangerous and is positively forbidden.
- (d) Employees must not wear clothing, jewellery or footwear that can readily become tangled in moving equipment. Protective clothing must be worn when conditions necessitate, and all clothing not in use must be kept in lockers provided for this purpose. Protruding rags and loose clothing are a major cause of careless accidents.
- (e) "Hold - Do Not Start" tags are to be used by all mill personnel authorized to perform maintenance work or adjust equipment and, in all instances, before such duties are performed, the tag must be used. Employees using these tags must assure themselves that the proper switch, valve or control has been tagged out and, where possible, double check to be certain. In all cases where push buttons control equipment, said buttons should be pushed at least twice to make sure that the proper switch has been pulled and tagged.
  - (i) A "Hold - Do Not Start" tag shall be hung on any opened electrical switch to indicate that work is being done on equipment controlled by the switch. At no time shall the switch be closed while the tag is on it. Reliance for protection is not to be placed

on tags on push buttons because of the possibility of accidental contact with the button and consequent energizing of equipment. There is also the possibility of control circuits becoming defective through moisture, breaking down of insulation, etc., which would also result in energizing of equipment without warning.

- (ii) Each "Hold - Do Not Start" tag must bear the signature of the men who hung it on the switch. Workmen shall not borrow the "Hold - Do Not Start" tags bearing another person's signature.
- (iii) In case there are several men or crews performing different types of work independently on a motor or machine, each man or crew foreman shall use his own tag. The tag shall only be removed by these men or foremen when the job is completed after each one has assured himself that all of the men under his direction are in safe position. If the Supervisor thinks it necessary, on major repair work, each man may be required to use his own tag and personally remove it when he completes the work assigned to him.
- (iv) In case of long jobs extending from one shift to another, the man who tagged the equipment must, before leaving the mill, go to the control with the man who relieves

him, remove his tag and see that his relief worker hangs his tag on the control. Failure to follow the proper tag removal procedure will result in the man who neglected to remove his tag before leaving the mill being called from home on his own time to remove it before the equipment can be started.

- (v) "Hold - Do Not Start" tags shall be removed only by the person whose name appears on the tag, except in the case of an emergency, in which event the Master Mechanic and Departmental Superintendent, or their appointees, must make an "on the spot" decision as to the tag removal, after all due safety precautions have been taken.
- (f) Safeguards must not be removed except for necessary repairs. If removed, they must positively be replaced as soon as work is completed and to prevent accidents where the job has been only partially completed.
- (g) Employees must not ride on freight elevators except when accompanying a load or otherwise authorized.
- (h) All accidents must be reported promptly to your foreman and all employees, when injured, even to a minor extent, must promptly avail themselves of the First Aid facilities provided at the mill.

- (l) In the interest of safety, every new employee shall be instructed how to stop machinery which he is required to work around regularly.
- (j) Eye injuries can be prevented and all employees using grinding equipment, portable or stationary, chipping hammer, using compressed air to clean machinery, etc., are absolutely forbidden to use such equipment without wearing goggles or face guards always available in mill stores for your protection.
- (k) Report unsafe work conditions at once to your foreman. Safety Committee meetings are held regularly. Raise your problem concerning safe work methods and job hazards at these meetings through the Safety Committee Member in your department.
- (l) Good housekeeping at all times on every job is important and the wearing of safety shoes is strongly recommended.
- (m) All electrical equipment is dangerous. Do not meddle with it. In case of trouble, call an Electrician.
- (n) The use of compressed air for cleaning purposes should be held to a strict minimum. Never use compressed air for blowing off your clothing and never aim a compressed air hose in the direction of anyone.

- (o) Familiarize yourself with the location of the nearest fire fighting equipment in your department and understand how to use it.
- (p) Do not operate any equipment without proper authority to do so.
- (q) Any unsafe work practices are absolutely forbidden.

36.11 Removal of Tools - Anybody leaving the employ of the Company shall not remove any tool from the premises until they are first inspected by the Head of his department or the Master Mechanic.

36.12 Use of Telephones - The mill telephones are primarily for Company business. When personal calls are necessary, a minimum of time should be used. Emergency calls only will be accepted for men on shift.

36.13 Smoking - Smoking is prohibited throughout the Mill Yard. Smoking will be permitted only in approved areas in accordance with Mill smoking policy.

36.14 Permit for Trucks, Inspection of Cars, Etc. - No trucks will be permitted to enter or leave the plant after 5:00 p.m. without a special permit signed by the Manager or his Deputy, and it is the duty of the Watchman to see that this rule is enforced. The Company also reserves the right at any time to examine all or any cars, or containers, leaving the mill in the presence of the owner.

36.15 Lockers - Lockers are supplied to each employee.

36.16 Parking Lots - The Company has provided parking space for cars and bicycles and all such vehicles must be kept in designated space and not taken to other parts of the mill.

36.17 Conference Room - The Conference Room in the office basement is available for the use of employees, and they are expected to use and treat same as if it were their own property. Any employee wishing to entertain guests, other than mill employees, in the room, will have to obtain permission from the Management.

36.18 Drinking Water - Drinking fountains have been installed at various points in the mill for the use of employees. Water from such fountains has been approved by the Department of Health and other sources must be considered contaminated.

36.19 Insurance - All employees are required to enrol for group life insurance before the end of three months from the date of employment. Temporary employees must enrol at the end of six months. This insurance is carried by the Sun Life Insurance Company. On leaving employment, prior to retirement, these policies may be retained without examination by making application direct to the Sun Life Insurance Company but at rates established by them.

36.20 Physical Examination - Physical examination by the Company Doctor must be taken by all new

employees and is optional without cost to all employees.

36.21 Retirement Income Plan - All new employees must become members of the Retirement Income Plan when eligible.

36.22 Discipline - When any disciplinary action is being taken by the Company, the employee will have Union representation, if he so desires.

**37 JOB CLASSIFICATION PLAN -**

- (a) The Job Classification Plan and Papermakers Wage Schedule are deleted. In-house committees will be established in each bargaining unit to address substantial changes that may occur in each job. These committees will be composed of an equal representation of both parties. In the event that the committee cannot reach an agreement, the matter will be referred to normal process as per the collective agreement.
- (b) Papermakers wage schedule: The Company will apply the rates that will reflect the highest class reached in the last twelve months.

No.8P.M>Class38, No.6P.M>Class 40 &  
No. 5 P.M> Class 25

- (c) Special Adjustments: Relating to special adjustments, we are going to recognize the present rates of pay, excluding positions no.121, 122, 156, 157 & 158.



### 38 WAGE SCHEDULE

38.1 The attached wage schedule in Appendix G shall be effective under this Agreement. Effective November 1st of each year of this Collective Agreement, a general wage increase will be granted according to the following criteria:

- a) 2% or
- b) 2.5% if cash flow is between \$10 million and \$15 million, or
- c) 3% if cash flow is between \$15 million and \$20 million, or
- d) 4% if cash flow is over \$20 million.

Cash flow is defined as Earnings Before Interest and Taxes, Depreciation and Amortization (EBIT DA).

38.2 A shift differential of forty cents (40¢) per hour shall be paid for all hours worked on tour or shift occupations between the hours of 4p.m. and 12 midnight and a shift differential of sixty cents (60¢) per hour shall be paid for all hours worked on tour or shift occupations between the hours of 12 midnight and 8 a.m. This shift differential shall not apply to day workers on overtime work.

38.3 Tour and shift workers absent on Vacation, Holidays with pay, paid Sick Leave, Funeral Leave or Jury Duty shall not be entitled to the night shift differential.

38.4 When equipment of a type new to the mill or a major change in the process system results in the creation of a new job or jobs, every effort will be made to determine a permanent rate for the job or jobs within three (3) months of the date at which the duties and responsibilities are definitely established.

38.5 The sole responsibility to decide the necessity of providing replacement for absent superintendents, salaried foremen, or other management personnel is vested with the Company. It is never considered mandatory that supervisors or other management personnel be relieved or replaced when they are absent. Only when an employee is officially designated to carry the responsibility of absent management shall he receive a premium of seventy cents (\$0.70) above their normal rate. In cases where the present policy is more generous than in the wording above, the particular policy will continue.

38.6 When hourly paid foremen are absent for one day or more, the position will be filled. Employees filling these positions will receive the foreman's classified rate.

38.7 When a Journeyman "A" is assigned the responsibility of working Supervisor over five (5) employees or more he will be classified as a Lead Hand.

38.8 When additional supervision is required on a continuous basis a Journeyman "A" will be appointed a Lead Hand.

### **39 GENERAL**

39.1 Superintendents, Assistant Superintendents, Foremen, Watchmen and Office Staff, including General Office, Engineering and Chemical, are considered management under this Agreement.

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

39.3 The Company shall pay lost time for Local Union Officers and Stewards attending meetings called by Divisional Management.

### **40 PREGNANCY LEAVE – See Appendix 'H'**

### **41 LOCAL ISSUES**

- (a) The parties agree that local issues, which may arise during the term of the Collective Agreement, should be identified and discussed prior to commencement of joint bargaining. Accordingly it is agreed that the Union will submit to local management a complete listing of local issues no later than July 15<sup>th</sup> of the final year of the Agreement. It is understood that only those local issues that arise from situations occurring after July 15<sup>th</sup> may be subsequently raised as local issues prior to the commencement of negotiations.
- (b) Management agrees to meet, discuss and attempt to resolve these items no later than September 15<sup>th</sup> in the final year of the

agreement.

- (c) It is understood that:
- (i) Items that may or may not have monetary impact (such as improvements in working conditions), but which are unique to the location in which they are presented, and which would not apply directly to an operation in another location, are local issues.
  - (ii) Items which involve any change to Collective Agreement language are not local issues.

42 All relevant Letters of Understanding agreed to by both parties are to be re-signed within six (6) months from the signature of this Collective Agreement.

43 All employees from old (Abitibi Price) Provincial Papers who are on long Term Disability and/or Workers Compensation that have recall rights will maintain their recall rights with the new Rolland Inc. Group Cascades "Provincial Papers" when they are able to return to work.

44 All employees from New Provincial Papers (Employee-owned) who are on weekly Indemnity, LTD or Workers Compensation will maintain their recall rights with new Rolland Inc. Groups Cascades "Provincial Papers" when they are able to return to work.

#### **45 TERM OF AGREEMENT**

45.1 The Company and the Union agree that they will abide by the articles of this Agreement for the period of May 1, 1997 to October 31, 2002, and from year to year thereafter, subject to not less than thirty (30) days' notice in writing prior to October 31, 2002, and in any succeeding year, by either party desiring a change, and on failure to arrive at a satisfactory settlement, the Agreement will automatically terminate.

45.2 If an amendment, modification or addition to this Agreement should be mutually agreed to by the parties, or if any agreement is reached by the parties, it shall not be effective unless it is reduced to writing and duly signed by the parties signatory to this Agreement. It is understood that "local adjustments" are construed to mean the consideration of individual job rates in cases of major changes in job responsibility.

45.3 The Union and the Company shall have the right to discuss wage adjustments prior to October 31st of each year of this Collective Agreement, ending October 31, 2002. It is understood that "wage adjustments" are defined to mean the consideration of individual job rates in cases of substantial changes that may occur in a job responsibility. All requests for adjustments must be submitted in writing to the joint union-management in-house committee (with equal representation from both parties. In the event that the committee cannot reach an agreement, the matter will be referred to the normal grievance procedure of the

Collective Agreement.

Signed this      day of                      ,                      at Thunder  
Bay, Ontario.

Communications, Energy, and Paperworkers Union of Canada	Provincial Papers Inc., subsidiary of Rolland Inc.
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**APPENDIX 'A'**  
**PROVINCIAL PAPERS INC.,**  
**SUBSIDIARY OF ROLLAND INC.**

**WEEKLY INDEMNITY PLAN**

**1. DEFINITIONS**

In this Plan, unless otherwise specifically provided,

- a. "Accident" is a bodily injury caused by external, violent means;
- b. "Disability" is a disability preventing an employee from pursuing any gainful occupation arising from any mental infirmity, bodily disorder, or bodily injury, verified to the satisfaction of the Company and/or insurer, and not otherwise excluded by this Plan;
- c. "Employee" means an employee in the active employment of the Company who participates in this Plan;
- d. "Insurer" means the insurance company or carrier appointed by the Company;
- e. "Plan" means the Provincial Papers Inc., subsidiary of Rolland Inc. Weekly Indemnity Plan;

- f. "Wage" means an employee's regular weekly wage, based on 40 times his straight time average rate for the 40 hours worked prior to the start of disability, excluding any overtime premium or shift bonus. Employees who are regularly scheduled to work a 42 hour work week will have their benefits calculated on that base.

**2. PARTICIPATION**

- a. All employees of the Company listed on the attached participation schedule shall be eligible to participate in this Plan, in accordance with the provisions listed herein.
- b. Participation in this Plan is limited to eligible employees who have completed three months of continuous employment with the Company.

**3. AMOUNT OF DISABILITY BENEFITS**

- a. The amount of disability benefits shall be seventy percent (70%) of an employee's wage, as defined in Section 1 (f), immediately preceding the date of disability with no maximum.
- b. Change in Benefits  
Any employee not actively at work on the



effective date or dates of the changes in benefits will not be eligible for the increase in benefits until the date of his return to active employment.

- b. A daily rate of payment for each calendar day of absence that qualifies for payment shall be one-seventh the weekly amount of disability benefit under Section (a) hereof.

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

- a.
  - i. Except in the case of disability arising out of an accident or illness requiring hospitalization, an employee shall be eligible to receive an amount of disability benefit in accordance with Section 3 hereof, for a period not exceeding fifty-two (52) weeks for any illness, beginning after three (3) consecutive days of continuance of the disability.
  - ii. In the case of a disability arising out of an accident or illness requiring hospitalization, an employee shall be eligible to receive an amount of disability benefit in accordance with Section 3 hereof, for a period not exceeding fifty-two (52) weeks for any one accident or such sickness commencing from the date of the accident or first day of hospitalization.
- b. An employee absent from work and in receipt of

an amount of disability benefit, shall continue to receive such benefit, even though a work shortage develops which would have resulted in his being laid off had he been at work, provided that the employee remains disabled and continues to furnish evidence satisfactory to the Company and/or insurer, and verifies the continuance of disability.

- c. An employee shall not be eligible for an amount of disability benefit under this Plan unless he is actively employed by the Company at the date that he becomes eligible or until he subsequently returns to active employment.

In the event of a lay-off an employee shall be considered as still employed for purposes of this benefit up to the end of the policy month next following the policy month in which the employee was laid off.

- d. An employee making a claim for an amount of disability benefit after lay-off or termination of employment, for disability established to the satisfaction of the Company and/or insurer as having occurred prior to his lay-off or termination, shall be eligible for an amount of disability benefit provided such disability was accompanied by a continuance of absence that commenced prior to actual lay-off or termination.
- e. Successive periods of disability separated by less than four consecutive weeks shall be considered one period of disability, unless the subsequent disability is due to an accident or

illness entirely unrelated to the previous disability and commences after return to active employment on a full time basis.

- f. An amount of disability benefit under this plan shall not be paid in the event the absence is a result of,
  - i. Any injury arising out of or sustained while doing any act or thing pertaining to any occupation or employment for remuneration or profit, or
  - ii. Any injury or illness entitling the employee to compensation under any Workers' Compensation or similar legislation, or
  - iii. Self-destruction or any self-inflicted injury, while sane or insane, or
  - iv. Any injury or illness resulting from insurrection or war, whether war be declared or not, or from participation in riot or civil commotion, or
  - v. Disability for which the employee is not under the treatment of a physician except that authorization for benefits by a chiropractor shall be permitted for up to four weeks per insured person per calendar year, or
  - vi. Alcoholism or Drug Addiction, unless the

employee is undergoing a recognized course of treatment by a specialist in the care and treatment of alcoholism and drug addiction or the employee is undergoing regular rehabilitative treatment approved by the insurer and a licensed physician.

- g. An amount of disability benefit will not be payable following the normal retirement date of an employee, other than retirement under the total and permanent disability provision of the Company pension plan.
- h. An amount of disability benefit will not be payable following the early retirement date of an employee, if early retirement was approved prior to the onset of disability.
- i. An amount of disability benefit will not be payable for those days for which the employee receives holiday pay, vacation pay, or more than one-half day's regular pay, from the Company.
- j. An employee on Weekly Indemnity, who is determined as being fit for "light duty" by a licensed physician and if no "light duty" work is available, shall remain on Weekly Indemnity Benefits in line with Section 4(a)(i).
- k. i. An amount of disability benefit under the plan shall not be paid in event the absence is a result of pregnancy-related disabilities when an employee is on pregnancy leave of absence or could be placed on such leave

by the Company, in accordance with the pregnancy leave provisions of any relevant provincial or federal legislation.

- ii. For employees who fail to qualify for pregnancy leave of absence because of failure to meet the length of service requirements in the relevant provincial or federal law, any leave of absence agreed upon by the employer and employee will be considered a normal leave of absence for legitimate personal reasons.
- I. i. In computing the amount of disability benefits, disability will be considered as starting from the first day of disability; however, in the event of absence due to illness, an employee must be certified by a physician for the disability within the first three (3) days of disability. In the event that the employee is not certified within the first three days, disability will be considered as starting two (2) complete days prior to the day that the employee is actually certified by a physician.
  - ii. When an employee becomes ill on a Friday, the three (3) day waiting period will be extended to the Monday. However, if the employee in this instance fails to see his doctor on the Monday immediately following the Friday, the grace period will revert to three (3) days only.

## **5. MISCELLANEOUS PROVISIONS**

- a. An employee who is absent due to disability or on an authorized leave of absence, on the date he was to become eligible under this Plan, and is unable to return to active employment when eligible because of a disability, shall, upon the date of his return to active employment, be eligible to participate in this Plan;
- b. An employee absent on an authorized leave of absence on the date he was to become eligible under this Plan, shall, upon the date of his return to active employment, be eligible to participate in this Plan;
- c. If an employee who has been covered under the terms of this Plan is granted an authorized leave of absence, such employee shall be considered as still covered under the terms of this Plan, but not beyond the end of the policy month next following the policy month in which such employee ceased work;
- d. If requested, the Company may make advance payments after receipt of formal claim, at normal pay intervals until the claim is processed.

The Company will be reimbursed by the claimant for any advance payments made prior to the Company's receipt of notification of the adjudication of the claim.

If a claim is denied, advance payments not repaid by the claimant within 30 days following receipt of notification by the Company of such denial, will be

recovered by the Company from the claimant's normal pay.

**6. GOVERNMENT DISABILITY PLANS**

- a. The amount of disability benefit under this Plan will be reduced by the amount for which an employee and/or the employee's dependent up to the age of eighteen is eligible under the disability benefit provision of the Canada or Quebec Pension Plan or similar provisions in any other Government plans for disability, for which the employee is receiving an amount of disability benefit under this Plan, except for War Disability Pensions and Workers' Compensation Disability Pensions.
- b. The Company and/or insurer may require certification or verification of the amount of income from the Canada or Quebec Pension Plan or such other Government Plans.
- c. The amount of disability benefit in excess of the amount which should have been paid may be deducted from the amount of any future disability benefit, or repaid by the employee to the Company and/or insurer, as the case may be, through some other mutually satisfactory arrangement.

**7. COMPANY PENSION PLAN DISABILITY BENEFITS**

The amount of disability benefit under this Plan

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

**8. PHYSICAL EXAMINATIONS**

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

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

In cases where there is a dispute as to the validity of a claim or the continuance of a claim and where the physicians of the employee and employer fail to reach agreement after consultation, the dispute will be referred to a mutually agreed practising specialist who will render a final and binding decision.

Weekly Indemnity payments will continue until a final decision is reached.

**9. ADMINISTRATION**

- a. It shall be the obligation of the employee to notify immediately the Company of his absence due to disability, following which the Company will issue



the necessary initial claim forms to him.

- b. Completed claim forms will be checked by the Company to determine whether or not an employee is a participant in the Plan, and the Company will forward the claim forms to the insurer for adjudication and processing.
  - c. To assist the insurer in the proper adjudication and processing of claims, the Company and/or the insurer may establish claims control procedures.
  - d. A Claims Committee will be established consisting of a union representative of each participating local and representatives of management, having a representative of management as Chairman, the purpose of which will be to discuss any problems relating to the administration of the plan, and to review claims experience. To assist in the function of the Claims committee, a representative of the insurer will attend meetings periodically, and claims experience will be made available.
  - e. The Claims committee may assist in the establishment of claims control procedures which may be required from time to time.
  - f. The claims Committee will not seek, directly or indirectly, to abridge, modify, add to, or subtract from, the terms of this Plan, nor to secure benefits not payable under the terms of this Plan.
10. All of the foregoing provisions of this Plan shall be

subject to the Grievance Procedure.

**APPENDIX 'B'**

**PROVINCIAL PAPERS INC.,  
SUBSIDIARY OF ROLLAND INC.**

**LONG TERM DISABILITY PLAN**

The Long Term Disability Plan shall be administered in accordance with the terms of an insurance policy and shall contain the following governing provisions.

**1. ELIGIBILITY**

The Long Term Disability Benefit Plan shall be compulsory for all employees who are participants in and who are covered under the terms of the Weekly Indemnity Plan.

**2. EFFECTIVE DATE OF COVERAGE**

An eligible employee is entitled to benefits provided he is actively at work on the first day the Long Term Disability Benefit Plan becomes effective.

An eligible employee absent from work due to sickness or accident at the effective date of the Plan, shall only be eligible for Long Term Disability Plan benefits at the return to continuous active full-time employment over a thirty (30) calendar day period. An eligible employee absent from work due to lay-off at the effective date of the Plan, shall be entitled to Long Term Disability Plan benefits upon recall on reporting to work. The Company shall have the right to give

medical examinations to employees returning from such lay-off to determine their eligibility under the plan.

### **3. QUALIFYING PERIOD**

An insured employee shall be eligible to receive an amount of Long Term Disability benefit after fifty-two (52) weeks of benefit entitlement for the same disability under the Weekly Indemnity Plan. A benefit payment shall not commence during a lay-off or strike until the termination of the lay-off or strike.

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

"Disability" shall mean an insured employee who has received fifty-two (52) weeks of benefits under the Weekly Indemnity Plan and who, for up to the next ensuing twelve (12) months, is unable because of disease or injury to work at his regular occupation, and thereafter is unable to perform any and every duty of every occupation in the mill for which he is reasonably fitted by education, training or experience.

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

- a. 55% of regular straight time hourly rate, multiplied by 2,080 and divided by 12, up to a maximum monthly payment of \$2,000. During the term of this agreement, effective November 1st of each year, general wage rate increases will be incorporated into the benefit up to the maximum monthly payment of \$2,000. The regular straight time hourly rate shall be the rate used to calculate Weekly Indemnity benefits.
- b. The amount of benefit shall be reduced by

any payments on behalf of the employee made under any Government disability plan (except increases in such amounts occurring 12 months or more after disablement), Workers' Compensation, or any other non-private disability income plan.

**6. DURATION OF BENEFITS**

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

- a. On the date the employee ceases to be disabled; or

(NOTE If there is a recurrence of the same disability within four (4) months of return to work, a new qualifying period will not be required, and the disabled employee will be eligible for any balance of Long Term Disability benefit payments. This provision shall take precedence over any recurrent disability provision under the Provincial Papers Inc., subsidiary of Rolland Inc. Weekly Indemnity Plan.)

- b. On death; or
- c. On the earlier of retirement or age 65.

**7. CONTINUATION OF GROUP LIFE INSURANCE DURING DISABILITY**

An insured employee receiving Long Term Disability

Plan benefits, who was a participant in the Company Group Life Insurance Plan at the commencement of his disability, will continue to enjoy Group Life Insurance coverage at no premium cost to him.

## **8. EXCLUSIONS**

- a. Benefits under the Long Term Disability Plan will not be payable for claims resulting from:
  - i. Any injury arising out of or sustained while doing any act or thing pertaining to any occupation or employment for remuneration or profit, or
  - ii. Any injury or illness entitling the employee to compensation under any Workers' Compensation or similar legislation, or
  - iii. Self-destruction or any self-inflicted injury, while sane or insane, or
  - iv. Disability for which the employee is not under the treatment of a physician, or
  - v. Alcoholism or drug addiction, unless the employee is undergoing a recognized course of treatment by a specialist in the care and treatment of alcoholism and drug addiction or the employee is undergoing regular rehabilitative treatment approved by the insurer and a licensed physician.
- b. i. An amount of disability benefit under this

Plan shall not be paid in the event the absence is a result of pregnancy-related disabilities when an employee is on pregnancy leave of absence or could be placed on such leave by the Company, in accordance with the pregnancy leave provisions of any relevant provincial or federal legislation.

- ii. For employees who fail to qualify for pregnancy leave of absence because of failure to meet the length of service requirements in the relevant provincial or federal law, any leave of absence agreed upon by the employer and employee will be considered a normal leave of absence for legitimate personal reasons.

## **9. REHABILITATION**

An employee receiving an amount of Long Term Disability Benefit may be asked to undergo reasonable rehabilitation measures which have been the subject of prior consultation with the employee's doctor, at no cost to the employee. If such employee refuses to undertake such rehabilitation, he may be declared not eligible for an amount of disability benefits.



## **APPENDIX 'C'**

### **PROVINCIAL PAPERS INC., SUBSIDIARY OF ROLLAND INC.**

#### **SUPPLEMENTARY HEALTH CARE PLAN**

This description outlines the principal features of the Supplementary Health Care Group Insurance Plan. Insurance policies applicable to this coverage are held for Provincial Papers Inc., subsidiary of Rolland Inc. employees.

#### **1. ELIGIBILITY**

Employees:

All employees are eligible upon completion of ninety (90) working days.

Dependents:

For purposes of dependents' coverage provided under the Plan, eligible dependents include the wife or husband and unmarried children from birth to their 21st birthday; in addition, unmarried children 21 years of age and over who are regularly attending school and depend upon you for support are eligible as dependents until their 25th birthday.

No person may be eligible for benefits both as an employee and as a dependent, or as a dependent of more than one employee.

Dependents become eligible on the same date as you do, or if acquired later, on the date they first become eligible dependents.

## **2. DESCRIPTION OF BENEFIT**

If you incur Class I Covered Expenses, the plan will pay 100% of such expenses with no deductible.

If you incur Class II Covered Expenses in excess of your deductible in any calendar year, this plan pays you 100% of such excess expenses.

The deductible applies only once in any calendar year. The amount of your annual deductible is \$10.00 per insured individual with a maximum family deductible of \$20.00.

The Maximum Lifetime benefit for all Covered Expenses is \$10,000 for each insured family member. On January 1 of each year, up to \$1,000 of the maximum lifetime benefit previously utilized will be automatically restored.

For example, if you receive \$1,700.00 in benefit payments in one calendar year, your maximum benefit will automatically be restored by \$1,000.00 on the next January 1, making your new maximum \$9,300.00. The next January 1, your maximum will be restored to \$10,000 provided benefits paid in that year were \$300.00 or less.

## **3. COVERED EXPENSES**

Covered Expenses included under the Plan are the charges which you are required to pay for the following services and supplies received while you are insured, for the treatment of non-occupational injuries, diseases or for pregnancy.

#### **Class I Expenses**

**Hospital Board and Room and Other Necessary Services and Supplies** up to the difference between the hospital's daily charge for ward and average semi-private accommodations.

**Vision Care** expenses incurred by an employee and/or his covered dependents when recommended by a physician or optometrist as follows:

**Frames, lenses, and the fitting of prescription glasses, including contact lenses** up to a total payment of \$75.00 per family member, in any two consecutive calendar years.

#### **Class II Expenses**

**Note:** Any dollar limits referred to in the list of Class II Expenses are the charges recognized by the Plan and not the benefits payable since these charges are subject to the deductible as stated earlier.

**Drugs and Medicines** obtainable only upon a

physician's prescription and dispensed through a registered pharmacist.

**Professional Ambulance Service** when used to transport the individual from the place where he is injured by an accident or stricken by a disease to the first hospital where treatment is given, or from a hospital to a convalescent hospital. No other expenses in connection with travel are included.

**Out-Patient Hospital Services and Supplies** in connection with:

- use of examination or operating room,
- drugs, dressings or casts
- anaesthesia in connection with the performance of a surgical procedure but not charges made by a resident physician or intern of a hospital.

**Registered Graduate Nurse (R.N.)** other than a nurse who ordinarily resides in your home, or who is a member of you or your spouse's family, provided such services have been ordered by a physician.

**Convalescent Hospital Board and Room and Other Necessary Services and Supplies** up to the difference between the hospital's daily charge for ward and average semi-private accommodations for as many as one hundred twenty (120) days during any one period of disability provided the individual is admitted to the convalescent hospital within fourteen (14) days

following confinement in a hospital. All confinements in a convalescent hospital will be considered as one period of disability unless confinements are separated by at least ninety (90) days.

**Treatment by a Provincially Licensed Osteopath, Naturopath, Podiatrist or Christian Science Practitioner** up to \$7.00 per treatment and up to \$25.00 per disability for x-rays but not more than 30 visits in any calendar year for each type of practitioner. However, no benefit will be paid for any charges in excess of \$7.00 per treatment and no benefit will be paid while the individual is entitled to similar benefits under any Provincial health plan.

**Treatment by a Provincially Licensed Chiropractor** up to \$15.00 per visit and up to \$25.00 per disability for x-rays, subject to a maximum of \$300.00 per calendar year. No benefits will be paid while the individual is entitled to similar benefits under any Provincial health plan.

**Physiotherapy** by a person duly qualified and registered and legally engaged in the practice of physiotherapy, provided such services, by duration and type, have been prescribed by a physician.

**Treatment by a Person Duly Qualified and Registered and Legally Engaged in the Practice of Psychology** on the written

recommendation of a physician up to \$25.00 for the first visit and \$10.00 for each additional visit, but not more than 30 visits in any calendar year.

**Treatment by a Person Duly Qualified and Registered and Legally Engaged in the Practice of Acupuncture** for not more than \$7.00 per visit, and not more than 30 visits per year.

**Treatments by a Masseur** who is duly qualified and registered and legally engaged in the practice of massage provided such services, by duration and type, have been prescribed by a physician but not more than \$7.00 per visit, and not more than 30 visits in any calendar year.

**Speech Therapy** by a person duly qualified and registered and legally engaged in the practice of speech therapy provided such services, by duration and type, have been prescribed by a physician but not more than 30 visits in any calendar year.

**Psychoanalysis** - Physician charges in connection with Psychoanalysis treatment are a covered expense where permitted by law.

**Out-of-Province Emergency Treatment** as described in (1) and (2) below incurred in connection with emergency treatment while the individual is outside the province in which he normally resides or outside the country.

- (1) Charges by a general practitioner or specialist in excess of the amount allowed under the Provincial Hospital and Medical Plans in the individual's normal province of residence, provided such charges are reasonable and customary in the area in which they were incurred.
- (2) Up to \$50.00 per day for charges for hospital confinement in excess of the allowance for ward accommodation payable by the Provincial Hospital Plan in the individual's normal province of residence. No charges will be considered unless all or part of the daily charge is payable under such Provincial Hospital Plan, nor for any type of accommodation for which the individual would not have been covered under this Plan had he been hospitalized in his normal province of residence.

**Rental of Iron Lung, Wheelchair or other Durable Medical or Surgical Equipment.**

**Artificial Limbs and Eyes, Crutches, Splints, Casts, Trusses and Braces** when prescribed or ordered by the attending physician.

**Orthopaedic Shoes** when prescribed by the attending physician, one pair per year, subject to a maximum payment of \$50.00.

**Emergency Dental Work or Cosmetic Surgery** performed by a physician or dentist for the prompt repair of natural teeth or other body tissue and required as a result of a non-occupational accident.

**Anaesthesia, Oxygen, Blood and Blood Products.**

**Ileostomy, Colostomy and Diabetic Supplies.**

**Diagnostic Laboratory and X-Ray Expenses.**

#### **4. GENERAL DEFINITIONS**

Definitions:

Definitions relating to this Plan shall be those set out in Sun Life Insurance Company policy number 50957, effective January 1, 1999.

Continuation of Supplementary Health Care Benefits For Incapacitated Children:

- If your child is incapable of earning his own living because of mental retardation or physical handicap, and is dependent on you for support, coverage may be continued beyond age 21. Proof of incapacity must be submitted to the insurance company within 31 days after the child has reached age 21.

#### **5. EXCLUSIONS**



Your Supplementary Health Care Plan does not cover:

- (1) Medical or other expenses in connection with periodic health check-ups or examinations, travel for health or cosmetic surgery.
- (2) Dental services unless treatment is the result of a non-occupational accident. Service for accidental dental claim must be rendered within 6 months of the accident.
- (3) Any expenses for which a covered individual is not required to pay.
- (4) Any charges which are not permitted to be insured under legislation.
- (5) Any injury or sickness for which the insured is entitled to indemnity or compensation under any Workers' Compensation legislation.
- (6) Charges which are not recommended and approved by the attending physician.
- (7) Any injury or disease which results from an act of war or hostilities of any kind.

Co-ordination of Benefits

This Plan will pay either its regular benefits in full, or a reduced amount which, when added to the benefits available under the other plan, or plans, will equal

100% of covered expenses.

'Plan' means any plan under which medical or dental benefits or services are provided by:

- (1) Group insurance or any other arrangement of coverage for individuals in a group whether or not insured, or
- (2) Any prepayment arrangement, or
- (3) Any coverage for students which is sponsored or provided through a school or other educational institutions.

**Termination of Benefits**

**Termination of Employment:**

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

**Workers' Compensation:**

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

**Weekly Indemnity:**

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

**Leave of Absence :**

If you are on Leave of Absence, your insurance will be continued until the end of the month following the policy month in which the Leave of Absence starts.

**Lay-Off:**

If you are laid off, your insurance will be continued until the end of the policy month following the policy month in which the lay-off starts.

**Changes to Report**

It is necessary to notify your employer of any change in the number of dependents which will result in a change from one to another of the following classifications:

- (1) Employee without dependents.
- (2) Employee with dependents.

This information is necessary so that the Insurance Company can adjust your coverage accordingly.

**Payment of Claims**

Your employer has the forms for submitting proof. When the form has been completed, return it to your employer. Benefits will be paid promptly upon receipt of required proofs.

**APPENDIX 'D'**

**PROVINCIAL PAPERS INC.,  
SUBSIDIARY OF ROLLAND INC.**

**DENTAL CARE PLAN**

**1. ELIGIBILITY**

You, your spouse and your unmarried dependent children from birth to their 21st birthday. Also unmarried children 21 years of age and over, who are regularly attending school and depend upon you for support, are eligible as dependents until their 25th birthday.

Any mentally retarded or physically handicapped child who was covered up to the maximum age shall remain covered beyond such age, provided the child, upon reaching the maximum age and thereafter, is incapable of self-sustaining employment and relies upon the employee for support and maintenance.

**2. EFFECTIVE DATE OF BENEFITS**

Employee:

Your benefits are effective on the day following continuous employment for 90 working days, provided you are not absent from work due to disability, leave of absence or lay-off. If you are away from work because of disability, leave of absence or lay-off on the date that coverage would otherwise become

effective, benefits will not start until you return to work.

Dependent:

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

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

### **3. THE PLAN**

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

- a. 100% of the cost of Class I covered expenses, and
- b. 50% of the cost of Class II and Class III covered expenses based on the Provincial Dental Association Schedule of Fees (effective January 1, 1998: the 1997 Provincial Dental Association Schedule of Fees; effective January 1, 1999, the 1998 Provincial Dental Association Schedule of Fees; effective January 1, 2000, the 1999 Provincial Dental Association Schedule of Fees; effective January 1, 2001, the 2000 Provincial Dental Association Schedule of Fees; effective January 1, 2002, the 2001 Provincial Dental Association Scheduled of Fees).

The maximum benefit per calendar year is \$1,000 per insured family member for Class I and II covered expenses. The lifetime maximum benefit is \$1,000 per insured family member for Class III covered expenses.

#### 4. COVERED EXPENSES

##### Class I Procedures:

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

##### Class II Procedures:

- Initial installation (including adjustments after 3 months following original insertion) of partial or full removable



dentures to replace one or more natural teeth;

- Replacement of an existing partial or full removable denture or the addition of teeth to an existing partial or full removable denture to replace extracted natural teeth, but only if evidence satisfactory to the Insurance Company is presented that the existing denture cannot be made serviceable;
- Repair or relining of dentures.

Class III Procedures:

- Orthodontic treatment, including correction of malocclusion.

Services and supplies, in the case of each dental expense, must have been rendered and dispensed by a legally qualified dentist except that:

- a. cleaning or scaling of teeth may be performed by a licensed dental hygienist if such treatment is rendered under the supervision and direction of such dentist, and
- b. installation, adjustments, repairs and relining of complete dentures may be made by a dental mechanic or denturist legally practising within the scope of his license, but any charges in excess of the amount specified for such services and supplies in the dental mechanics'

or denturists' tariff of the Province where such services and supplies are received will be disregarded.

#### **5. PRE-DETERMINATION OF BENEFITS**

Usually, before starting extensive dental work, your dentist will tell you what he intends to do and the charge. If the cost of a course of treatment planned by the dentist for a covered family member is expected to exceed \$200.00, the proposed course of treatment must be filed with, and approved by, the Insurance Company prior to the commencement of treatment. The necessary forms are available from your Employer. After reviewing the proposed course of treatment, the Insurance Company will notify both you and your dentist of the estimated payment under the Plan.

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

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

#### **6. EXCLUSIONS**

The Plan does not cover:

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

## **7. TERMINATION OF BENEFITS**

### **Termination of Employment:**

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

### **Workers' Compensation:**

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

### **Weekly Indemnity:**

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

### **Leave of Absence:**

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

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

### **Lay-Off:**

Benefits will cease upon lay-off. In the event that an employee has a course of treatment approved by the insurance company prior to the lay-off, that course of treatment will be covered under the plan.

## **8. HOW TO CLAIM**

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

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

**APPENDIX 'E'**

**PROVINCIAL PAPERS INC.**

**TRADES PROMOTION PLAN**

**1. TRADES AND CLASSIFICATIONS**

There shall be two rates of pay for painters, 'A' and 'B'.

There shall be three rates of pay for mechanics' helpers, 'C', 'B' and 'A', except in the case of Painters' Helpers for whom there shall be one rate, 'A'.

It is the sole right and responsibility of management to determine the number of mechanics and mechanics' helpers required to take care of mill repair and maintenance requirements satisfactorily.

The Company agrees to promote qualified personnel from within before consideration is given to hiring tradesmen from the outside.

**2. SCHEDULE OF RATES**

The schedule of rates for journeymen and helpers appears in the main wage schedule.

No differential in rates between skills will be paid. A journeyman machinist will be paid the

same rate as a journeyman electrician. A journeyman electrician will be paid the same rate as a journeyman millwright, etc.

**3. PROMOTION AND DEMOTION**

- a. Helpers who enter the maintenance departments after the signing of this agreement must have a minimum of Grade X technical or academic education and must enter the departments through job posting and must successfully complete the Company's mechanical aptitude tests. Employees who are unsuccessful in their attempt to pass the mechanical aptitude test will not be permitted to rewrite the test until twelve (12) months have elapsed from the date of the initial writing. Only one re-write will be allowed.
  
- b. A helper will remain at the 'C' rate of pay for a period not exceeding six (6) months. During this period, his progress will be reviewed to determine if he can progress satisfactorily in the trade in which he is employed and if his progress is unsatisfactory he will be taken out of the maintenance department. If retained as a helper, he will be paid the 'B' rate of pay for the following eighteen (18) months.
  
- c. i. After serving for eighteen (18) months at the 'B' rate of pay, the mechanic helper will be paid the 'A' rate of pay during the remainder of the time he is employed as a



mechanic helper.

- ii When a helper, who has qualified as a journeyman and is waiting for promotion, is directed to do the work of a journeyman on a temporary basis he will be paid the journeyman rate

Trades Promotion Plan ... continued

while doing such work.

- iii. When a helper, who has not qualified as a journeyman, is directed to do the

work of a journeyman on a temporary basis he will be paid the rate equal to the first half fifth year apprentice rate while doing such work. Helpers will be promoted to 'A' journeyman when qualified and openings exist.

- iv. The Company agrees to promote either the Helper or the Apprentice who has been first to qualify for the promotion in that trade.

- d. Effective the date on which the agreement on the Tradesmen Promotion Plan is signed, the accumulation of service as helper may be built up through temporary employment as helper, counting all periods of temporary employment which are of not less than five (5) consecutive working days. Effective May 1, 1975, all service as a helper will be accumulated.

- e. A helper may become a journeyman by:

- i. Successful completion of the Apprentice Training Program, or

- ii. Proving proficiency in his trade to the satisfaction of the Evaluation Committee after serving a minimum of seven (7) years in his particular trade. All of this service must have been with the Provincial Papers Inc. He must also

Trades Promotion Plan ... continued

have successfully completed a correspondence course equivalent to that presently being taken by apprentices and have passed all examinations set and marked by the correspondence school. The Company will supply a signed Certificate to each helper who meets these requirements. The Company agrees that Helpers who entered the Tradesman Promotion Plan prior to April 30, 1969, will not be required to meet the conditions of the Plan in connection with the I.C.S. Course of Instruction in order to be eligible for promotion to Journeyman classification when vacancies occur, provided they meet all other conditions of the Tradesmen Promotion Plan.

However, when employees are promoted in compliance with the above provision, it is understood that for a 12-month period they will be on probation in a Journeyman "B" classification. During this 12-month period they will be expected to prove their ability to perform all the duties of a Tradesman. Failure on the part of the employee to perform all the duties of a Tradesman within the specified 12-month period will automatically mean that they will be reverted to the 'A' Helper classification.

Where a mill has a Mechanical Bull Gang, the employee's service in the Bull Gang may be credited toward his helper term of service but in no case shall the

Trades Promotion Plan ... continued

credit exceed one year.

- iii. Helpers on the payroll, and those subject to recall as of April 30, 1963, may become journeymen by proving proficiency in their trade after serving a minimum of seven (7) years in that particular trade with Provincial Papers Inc., subject to review by the Evaluation Committee.
- iv. A helper must have accumulated the tools for his trade, at yearly intervals as specified in the "Trade Apprenticeship" Plan, after he reaches the 'A' helper rate of pay. In addition, he must use these tools as necessary to perform his work.
- v. During the last twelve (12) months spent in the helper period the helper shall be periodically assigned jobs in his own trade, for a total time not to exceed ninety (90) working days.
- vi. A Committee consisting of the Mill Manager or his designated representative, the employee's superintendent and foreman will be established to evaluate the performance of each helper who has met the requirements outlined in Section

e. (i.) to e. (v) above.

The Employment Supervisor will be present at Committee meetings to record the minutes of proceedings and to certify that the helper has fulfilled the

Trades Promotion Plan ... continued

time and technical training requirements for his trade, as outlined in Section e. (ii) and e. (iii).

Two representatives of the Union to which the employee belongs may be present during the evaluation meeting and may offer to the Committee any appropriate comments or assistance. In addition, the employee who is being evaluated may be present and may offer comments to the Union representatives.

The function of this Committee will be to assess the helper's performance on the job and to advise him if he is qualified for promotion to journeyman status. If he is not qualified for promotion, the reason will be explained at this time. In the event of disagreement, grievance procedure will apply.

The Committee will meet semi-annually about May 1st and November 1st. It is understood that a helper will be promoted to journeyman only when and if a vacancy exists. Once qualified for promotion a helper will not be evaluated again. Helpers who fail to qualify for promotion will be evaluated



semi-annually.

- vii. Correspondence courses for helpers will be purchased under the Provincial Papers Educational Assistance Plan but in the case of helpers the refund will be 100% of the net cost on successful

Trades Promotion Plan ... continued

completion of the course, providing the helper is enrolled after having completed his probationary period.

viii. The Company will provide study time with pay to Helpers under the following conditions:

- Helpers must be enrolled in the full I.C.S. Apprentice Course approved for their trade;

- Helpers must have satisfactorily completed 50% of the course on their own time and passed I.C.S. progress tests;

- Four (4) hours study time per week with pay will be provided for a maximum of 12 months for each of the last two sections of the course, each section amounting to 25% of the total number of lessons.

f. Upon promotion to journeyman status, a helper will be paid the 'A' journeyman rate of pay. Upon promotion to the Painter classification, a Painter helper will be paid the 'A' Painter rate. Painter Helpers will be paid the 'B' rate when spray painting.

g. Notwithstanding Article 4.4, if the Company

hires a journeyman mechanic, he may be terminated at any time in the first six (6) months of employment as a journeyman if he is not considered sufficiently qualified for advancement in his trade. Journeymen hired from outside the

Trades Promotion Plan ... continued

mill may be paid 'A' journeyman rate or paid probationary rates equal to the fifth year, first or second half, apprentice rates. If hired at the first half, fifth year, probationary rate, they must be promoted to the second half fifth year rate after six (6) months and to the 'A' journeyman rate after one year.

- h. In any case, where a journeyman has not been promoted, for any reason, above the present 'C' or 'B' class, he will remain at a rate equal to either the fifth year, first or second half, apprentice rate, until the reason for his not having been promoted has been removed.

#### **4. HELPERS' QUALIFICATIONS**

The qualifications for Helpers in the mechanical trades shall be as follows:

##### Instrument Helper Class 'C'

The minimum educational requirement for this job shall be High School Graduation or equivalent.

A Helper will be in this class a maximum of six months, on probation, to determine if he has the qualifications for advancement and is a safe worker. If satisfactory, this man will be promoted to a Class 'B' Helper; if not satisfactory, the man will be removed from this

class.

Instrument Helper Class 'B'

Helper Class 'B' must be physically fit to carry out his duties effectively, and shall be expected

Trades Promotion Plan ... continued

to have sufficient mechanical aptitude for his trade and to have sufficient ability and educational background to pursue successfully a program of instruction that will qualify him eventually as a Journeyman Class 'A', 'B' or 'C'. A Class 'B' Helper must be willing to undertake some kind of instruction or training to obtain proficiency in his work and to have started to accumulate a number of tools required for his trade. A Class 'B' Helper shall be expected to carry out routine jobs such as changing charts, cleaning pens, etc.

Instrument Helper Class 'A'

A Helper Class 'A' shall be expected to have a minimum of one year's experience as a Class 'B' Helper; to have followed the requirements of Class 'B' Helper and to have demonstrated to his superiors that he has the potential ability to become a Journey man Class 'A', 'B' or 'C' and must have accumulated a number of tools required for his trade.

He should know nut and bolt sizes, tubing and fitting sizes, be able to check simple level, temperature and pressure recorders.

Mechanic Helper Class 'C'

A Helper will be in this class a maximum of 6 months, on probation, to determine if he has the

qualifications for advancement and is a safe worker. If satisfactory, this man will be promoted to a Class 'B' Helper; if not satisfactory, the man will be removed from this class.

Mechanic Helper Class 'B'

A Helper in Class 'B' must be physically fit to carry out his duties effectively, and shall be expected to have sufficient mechanical aptitude for his trade, and to have sufficient ability and educational background to successfully pursue a program of instruction that will qualify him eventually as a Journeyman Class 'A', 'B' or 'C'. A Class 'B' Helper must be willing to undertake some kind of instruction or training to obtain proficiency in his work and to have started to accumulate a number of tools required for his trade.

Mechanic Helper Class 'A'

A Helper Class 'A' shall be expected to have a minimum of one year's experience as a Class 'B' Helper; to have followed the requirements of Class 'B' Helper and have demonstrated to his superiors that he has the potential ability to become a Journeyman Class 'A', 'B' or 'C' and must have accumulated the number of tools required for his trade.

Painter Helper

A Painter Helper shall be expected to be physically fit, to be able to climb and to work safely high above floors or ground, to use cleaning equipment such as wire brushes, air



hammers, electric hammers, hydro silica gun,  
etc., and to brush on paint as instructed.

**5. MECHANICS' QUALIFICATIONS**

The qualifications for Mechanics shall be as follows:

a. Machinist Class 'C'

A Machinist Class 'C' shall be expected to have served an apprenticeship of at least four years and be capable of semi-accurate machining on lathes, or of operating such machines as shapers, drill presses, slotters, and threading machines; to have some knowledge of working drawings but may need to have a sample of a job in order to obtain the product required, to be familiar with the care and maintenance of the tools he uses; to be able to grind his own tools if instructed in what is required; and to own sufficient tools for his classification; and he must be a safe worker.

b. Machinist Class 'B'

In addition to fulfilling the requirements of a Machinist Class 'C,' a Machinist Class 'B' shall be expected to have had a minimum of four years' general machine shop practice; to be highly skilled on one machine tool, such as a lathe; to understand working drawings after

details have been explained to him; to take accurate measurements; to use and read micrometers; and to have a general working knowledge of all the machine tools in the shop, although he will not be

Trades Promotion Plan ... continued

required to turn out satisfactory work on every machine tool with equal skill. A Machinist Class 'B' is not required to be a Bench Hand, but a fully qualified Bench Hand who does not otherwise qualify as a Machinist Class 'B' will come within this classification.

c. Machinist Class 'A'

In addition to fulfilling the requirements of Machinist Class 'B', a Machinist Class 'A' shall be expected to have had a minimum of six years' practical machine shop experience; to understand and to read drawings without supervision; to turn out satisfactory and efficient work on any standard type of machine shop machine tool; to grind and sharpen all classes of tools; to know from practical experience what fits are required to various uses; and to be a first class Bench Hand.

d. Millwright Class 'C'

A Millwright Class 'C' shall be expected to have had a minimum of four years' practical experience as a Mechanic Helper or Trainee or as a Millwright in an outside organization; to have sufficient ability to undertake the dismantling and reassembly of the general type of paper

mill machinery and the general replacement of parts; to be capable of lining up simple units, such as electric motors on reduction units and pumps; to be able to babbit and scrape ordinary plain bearings, such as conveyor

Trades Promotion Plan ... continued

bearings, and to own sufficient tools for his classification; and he must be a safe worker.

e. Millwright Class 'B'

In addition to fulfilling the requirements of Millwright Class 'C', a Millwright Class 'B' shall be expected to have had a minimum of four years' practical experience; to understand working drawings after the details have been explained to him; to erect, line up and level any machinery normally used in the mill; to undertake the dismantling, repair and reassembly of equipment, including equipment requiring accurate workmanship; to have a general knowledge of the functions of plant machinery and be able to detect and repair defects which develop; and he must understand thoroughly the safe methods of handling heavy objects and be able to use safe types and sizes of slings or other equipment for lifting them.

f. Millwright Class 'A'

In addition to fulfilling the requirements of Millwright Class 'B', a Millwright Class 'A' shall be expected to have had a minimum of six years' practical experience; to have specialized knowledge and experience of

at least one class of equipment which will enable him to detect and locate any incipient and recommend corrections; to read and understand drawings without supervision; to know from practical

experience what fits are required for various uses, including antifriction bearings; to understand and to be responsible for provision of proper oil distribution and sealing in bearings and other moving parts; and to be capable of leading other millwrights in repair or installation work under the general supervision of a Foreman.

g. Carpenter Class 'C'

A Carpenter Class 'C' shall be expected to have had a minimum of four years' experience as a Mechanic Helper or Trainee or as a Carpenter in an outside organization; to use, sharpen, and care for the tools required for rough carpentry; to operate the woodworking machine tools required for rough carpentry; to be able to build simple forms and fabricate simple objects out of wood; to be able to work on the construction of woodyard conveyors; and to own sufficient tools for his classification; and he must be a safe worker.

h. Carpenter Class 'B'

In addition to fulfilling the requirements of Carpenter Class 'C', a Carpenter Class 'B' shall be expected to have had a minimum



of four years' practical experience; to understand working drawings after details have been explained to him; to use, sharpen, and care for all the tools of his trade; to set up and operate woodworking

Trades Promotion Plan ... continued

machine tools in the shop and sharpen the cutters for these tools; to be able to fabricate all forms and any objects made from wood normally required for the paper manufacturing process; to identify the different species of wood and know their normal uses and characteristics; to be able to use ordinary wood substitutes; and to be able to build scaffolds in accordance with the Provincial Labour Code in effect.

i. Carpenter Class 'A'

In addition to fulfilling the requirements of Carpenter Class 'B', a Carpenter Class 'A' shall be expected to know and to be able to use the system of board measure; to be able to do every kind of cabinet making required in the mill; to read and understand drawings without supervision, and to be capable of leading other carpenters in repair or installation work.

j. Tinsmith Class 'C'

A Tinsmith Class 'C' shall be expected to have had a minimum of four years' experience as a Mechanic Helper or Trainee or as a Tinsmith in an outside organization; to use all the tools of his

trade for general work; to solder tin, make seams, lay out and form simple shapes in any type of sheet metal; to own sufficient tools for his classification and he must be a safe worker.

Trades Promotion Plan ... continued

k. Tinsmith Class 'B'

In addition to fulfilling the requirements of Tinsmith Class 'C', a Tinsmith Class 'B' shall be expected to have had a minimum of four years' practical experience; to read and work from drawings; to lay out and develop surfaces and patterns; and to use all the tools of his trade in an efficient and accurate manner.

l. Tinsmith Class 'A'

In addition to fulfilling the requirements of Tinsmith Class 'B', a Tinsmith Class 'A' shall be expected to have had a minimum of six years' practical experience; to have a working knowledge of the principles of design for heating and ventilating duct work; and to be capable of leading other tinsmiths.

m. Pipefitter Class 'C'

A Pipefitter Class 'C' shall be expected to have had a minimum of four years' experience as a Mechanic Helper or Trainee or as a Pipefitter in an outside organization; to use all the tools of his trade for general work; to have a general knowledge of the various types of fittings commonly used in a paper mill; to

measure, cut, assemble and install standard 125 pound pressure screwed pipe fittings; and to own sufficient tools for his classification; and he must be a safe worker.

Trades Promotion Plan ... continued

n. Pipefitter Class 'B'

In addition to fulfilling the requirements of Pipefitter Class 'C', a Pipefitter Class 'B' shall be expected to have had a minimum of four years' practical experience; to use all the tools of his trade in an efficient and effective manner; to perform skilfully all operations required in the installation and maintenance of any pipe system normally required in a paper mill so as to ensure reliability of service and economy of materials; to understand working drawings after the details have been explained to him, to understand and be able to use normal jointing in an effective manner on any service required in a paper mill; to understand methods of supporting or hanging pipe adequately and be able to use them skilfully; to have a working knowledge of pumps, siphons, injectors, automatic valves and gauges; and to understand thoroughly the safe methods of handling heavy objects and be able to use safe types and sizes of slings or other equipment for lifting them.

o. Pipefitter Class 'A'

In addition to fulfilling all the requirements of Pipefitter Class 'B', a Pipefitter Class 'A' shall be expected to have had a minimum

of six years' practical experience; to have a good working knowledge of the services and location of the pipe lines in the mill so as to be able to isolate quickly any broken or leaking pipes; to understand and read

Trades Promotion Plan ... continued

drawings without supervision; to undertake any job himself; and to be capable of leading other pipefitters under the general supervision of a foreman.

p. Painter, Class 'B'

A Painter Class 'B' shall be expected to have had a minimum of two years' experience as a Helper or as a Painter in an outside organization; to be able to rig staging; to have a fair knowledge of ropes, knots and tackle; to use paint guns effectively and do brush work; to care for all the tools of his trade, such as brushes, guns, hoses, hammers, etc., to conserve their life; to understand and be able to use paint removers, primers, fixatives, protective coatings for mill work; and to be able to glaze windows.

q. Painter Class 'A'

In addition to fulfilling all the requirements of Painter Class 'B', a Painter Class 'A' shall be expected to have had a minimum of four years' practical experience; to be able to do all types of interior decorating in offices or houses; to have a working knowledge of pigments, vehicles, oil thinners, dryers, mixing paints and colours, theory of paint colours, formulas



for paint covering, capacities, graining, staining, sanding, painted work, calcimining, fuming, filling, varnishing or wax finishing; and to be capable of leading other painters under the general supervision of a Foreman.

r. Welder Class 'C'

A Welder Class 'C' shall be expected to have completed a recognized training course with two years' experience as a Helper or a total of three years' experience as a Helper; to handle efficiently the cutting of metals with oxyacetylene torch; to do position welding with the torch and electric arc; to carry out simple welding of broken machine parts and other structures which do not require a welder to be certified; to own sufficient tools for his classification; and he must be a safe worker. Workmen who are very proficient in either gas or electric welding but not both will be eligible for this class of welders.

s. Welder, Class 'B'

In addition to fulfilling all the requirements of Welder Class 'C', a Welder Class 'B' shall be expected to have had a minimum of four years' practical experience; to fabricate all classes of welded structures from drawings using all types of metals; to do gas and electric welding skilfully in all positions; to have a working knowledge of the metalizing process and to be able to operate metalizing equipment.

t. Welder, Class 'A'

In addition to fulfilling all the requirements for Welder Class 'B', a Welder Class 'A' shall be expected to have had a minimum of four years' practical experience; to have

a thorough knowledge of the principle of making a good weld; to have a working knowledge of the welding code; to recognize different metals and select the right procedure for welding each of them; to plan and carry out each job with the least possible expenditure of time and material; to secure good fusion and thorough penetration on every weld; to test his own work, recognize defects and overcome them; to read working drawings and work to specifications called for; to do electric arc as well as oxyacetylene welding and burning, lead burning, sweating, brazing, hard-surfacing, etc., vertical, overhead or in any position; and to hold a certificate of license for electric welding under prevailing Provincial Regulations or the equivalent permitting him to carry out welding on pressure vessels and piping up to 150 pounds pressure.

u. Instrument Mechanic Class 'C'

An Instrument Mechanic Class 'C' shall be expected to have completed an Apprenticeship or Helper Training program and be capable of accurate shop maintenance and calibration of pressure gauges, recorders, to make routine minor repairs and adjustments to controllers, to

make brackets and simple instrument set-ups and to read working drawings and simple diagrams after details are explained. He will be expected to continue studying instrument operation; to own such

Trades Promotion Plan ... continued

tools as are required for routine repairs, small piping and tubing assembly and to work safely.

v. Instrument Mechanic Class 'B'

In addition to fulfilling the requirements of an Instrument Mechanic Class 'C' he must have a minimum of one year as a Class 'C' Mechanic. He must be able to dismantle, repair, assemble all common types of instrument, including pneumatic, simple electric and electronic and other such types as may be used for indicating, recording, or controlling process variables with only general supervision; to be reasonably familiar with mill layout and instrument installations, to be able to adjust recording and/or controlling instruments to give optimum results; to study instrumentation fundamentals such as proportional control, reset, derivative and preset; to own such tools as are necessary for this work and to work safely. He will be expected to be able to supervise Class 'C' Instrument Mechanics and Helpers.

w. Instrument Mechanic Class 'A'

In addition to fulfilling the requirements of an Instrument Mechanic, Class 'B', an

Instrument Mechanic, Class 'A', shall be expected to have had a minimum of six years' experience in instrument work. He must be capable of leading other Instrument Mechanics and Helpers in

Trades Promotion Plan ... continued

instrument preventive maintenance, calibration, repair and installation; to read working drawings without supervision and wiring diagrams after details have been explained; to teach junior men the skills and knowledge of the trade, to be familiar with new instruments as installed in the mill; to follow planned schedules of inspection and maintenance of all meters and instruments; to be a safe worker and to perform such other related duties as may be assigned from time to time.



## **APPENDIX 'F'**

### **PROVINCIAL PAPERS INC.**

#### **APPRENTICESHIP PLAN**

1. Provincial Papers Inc., as part of its employee development program, has established an apprenticeship system. In it, an employee with the necessary qualifications, interested in one of the trades practised in our mills, is given work experience by varied shop and mill assignments, and must complete a suitable course of instruction in drafting, blueprint reading and related theory. By so developing tradesmen, Provincial Papers Inc. prepares replacements for future retirement of its skilled older journeymen, while offering to some of its employees an opportunity to develop and increase their skill and knowledge by learning a trade. By being thus assured of an adequate supply of skilled tradesmen, the Company is better enabled to maintain its equipment in proper shape for efficient production.

#### **2. REQUIREMENTS**

- a. An applicant for apprenticeship must be at least 18 years of age. Individuals employed by the Company as Mechanic Helpers will be considered for apprentice training provided they have met all the other requirements.

- b. An applicant for apprenticeship must have a secondary school graduation diploma or equivalent.

Apprenticeship Plan ... continued

- c. A graduate of a four-year Science, Trades and Technology course (who has specialized in the trade in which he is to be apprenticed) shall be granted one year's standing on his term of apprenticeship.
- d. A graduate of a three-year course at a College of Applied Arts and Technology or similar institution (who has specialized in the trade in which he is to be apprenticed) shall be granted two years standing on his term of apprenticeship.
- e. Time allowances for completion of various Government trade school courses or combination of courses will be 6 to 24 months depending on agreements reached with the approval of Provincial Apprenticeship Boards and Trade School authorities.
- f. Preference will be given to present employees who desire to become apprentices and meet the above-listed requirements.

**3. SELECTION**

- a. All applications for apprenticeship are to be sent to the Director, Human Resources or his designate.
- b. Senior applicants meeting the minimum requirement under the provisions of the Plan will

be given preference.

- c. Prior to commencing the trade apprenticeship, the successful applicant will be thoroughly familiarized as to the Terms of Apprenticeship. He will then be required to sign an

Apprenticeship Plan ... continued

Apprenticeship Indenture certifying that he has read, understands and agrees to all the terms and conditions of the Trade Apprenticeship of Provincial Papers Inc.

#### **4. TERMS OF APPRENTICESHIP**

- a. The period of Apprenticeship will be four (4) years, divided into eight (8) periods, each of six (6) months duration. After graduation, if retained, an apprentice will automatically proceed over a one (1) year period to journeyman status, as indicated in the Apprentice "Rates of Pay".
- b. Technical training pertaining to the trade will be provided by:
  - i. Wherever possible, through attendance at government trade schools. In such cases the number of hours of technical training an apprentice receives shall be determined by the authorities in charge of the trade school.
  - ii. If suitable government trade school training is not available, four hours per week of the apprenticeship term will be allowed for classroom instruction or correspondence course study.
- c. The first period shall be considered entirely a

probationary period and his continuance as an apprentice depends upon ability, progress and attitude as demonstrated during this trial period.

- d. Where technical training cannot be taken at a trade school because suitable courses are not available, correspondence courses in the related

Apprenticeship Plan ... continued

subject will be used. Courses will be purchased under our Educational Refund Plan but in the case of an apprentice the refund for this course will be 100% of the net cost on successful completion of the course. The Human Resources Department will review course content for the various trades as provided by the government trade schools and if additional technical training is considered necessary, an apprentice may be required to take a correspondence course as well as attend a trade school.

- e. Except as indicated in sub-section (d) above, when an apprentice receives his technical training at a government trade school, he will not be enrolled for a correspondence course and will not be allowed time for study during his regular hours of work. However, any employee who is already enrolled in a correspondence course shall complete such course under the conditions contained in this agreement.
- f. After an apprentice has completed his required correspondence course, all remaining study time, allowed on the basis of four (4) hours per week, will be available to him for further approved technical training, if he so desires.
- g. To be eligible for advancement at the end of any six (6) month period, an apprentice must have completed his shop work to the satisfaction of

the shop management, his technical training to the satisfaction of the trade school, or in the case of a correspondence course he must have submitted the required number of lesson assignments and have satisfactory grades on those returned.



Apprenticeship Plan ... continued

- h. An apprentice who does not qualify for advancement at the end of any six-month period shall be considered as re-entering upon a trial period, and shall be notified as to the nature of his unsatisfactory work by his immediate supervisor. If he does not qualify after three additional months, he shall be dropped from the apprentice course.
- i. A helper may apply for entry into the apprentice plan. If he is accepted into the plan an assessment of his skill and knowledge shall be made by the Apprenticeship Committee for which he may be given credit towards the apprenticeship time to be served. This credited time shall not exceed fifty percent (50%) of the applicant's service as a helper in the respective trade, and in no case shall it exceed two (2) years. When a helper enters the plan he shall be paid the apprentice rate stipulated for that particular period in which he enters. When a helper on the payroll at April 30, 1963, enters the plan with an hourly rate in excess of that paid for the apprentice period for which he has been accepted, his rate will not be reduced nor will an increase be granted until his apprentice period rate catches up.
- j. Tools are essential for tradesmen. At the 12, 24, 36 and 48 month completion points of the training program the apprentice will be required to submit proof to the Apprentice Committee that

he owns and has in his possession a predetermined list of tools. Before graduation from the training program, complete list of tools will be checked against the tools owned. Tools may be purchased through the Company at cost

Apprenticeship Plan ... continued

using normal Company procedure.

- k. Rotation in the various trades for apprentices must be completed prior to the commencement of the last six months an apprentice spends in the plan.
- l. During the last six months of his apprenticeship period the apprentice will be periodically assigned jobs in his own trade.
- m. Provincial Papers Inc. does not guarantee employment upon completion of apprenticeship, but will endeavour to place the graduates in tradesmen's jobs.
- n. The Company will reimburse apprentices who attend a government trade school for the full cost to the employee (i.e. less any contribution made by a government agency) of required text books, upon successful completion of the course.
- o. For those apprentices who must live away from home to attend a government trade school, the Company will provide a living allowance supplement of \$300.00 per week less any comparable allowance from any government agencies.

**5. GENERAL**

### Helpers

- a. The accepted way to become a tradesman will be by the apprentice route; however, the alternative route outlined in the Tradesmen Promotion Plan may be followed.

Apprenticeship Plan ... continued

- b. Apprentice training does not mean the replacement of helpers, as they will always be needed as such, but it does mean that the main source of our future tradesmen will be through apprenticeship.

#### **6. APPRENTICE COMMITTEE**

- a. An Apprentice Committee will be formed in each mill composed of the Manager or his representative, and appointed representatives from the following: Engineering Department, Electrical Department, Mechanical Department, Human Resources Department and the Unions or Union concerned. This Committee will deal with such things as: checking on course coverage, progress of apprentices and solving of problems that may arise. The Unions will be advised how many management representatives will attend each meeting and the Unions will be entitled to an equal number of representatives in total.
- b. The final selection of an apprentice shall be done by the Apprentice Committee. The Union representatives on this Committee, while it is selecting an apprentice, may offer any appropriate comments or suggestions. The Apprentice Committee will meet at least once every three months.

#### **7. RATIO OF APPRENTICES TO MECHANICS**

During the next ten years, the ratio of apprentices to mechanics retiring will depend on the workload of the mill. Mechanics will continue to come from both helpers and apprentices.

#### **8. WORKING CONDITIONS**

In general, an apprentice will not be asked to work overtime except in exceptional cases and then he will not be left on the job alone; a journeyman will work along with him. An apprentice must comply with all the rules and regulations applicable to the department in which he serves.

#### **9. SPECIAL WORKS**

When a special job comes up, the apprentice in the department concerned will be given an opportunity to work wherever possible with the crew on the job.

#### **10. CERTIFICATE**

The Company will supply a signed certificate to each apprentice on completion of his apprenticeship. In addition, where applicable, a Certificate of Apprenticeship shall be presented by the Provincial Department of Labour to each apprentice who is registered with the Department and who completes his apprenticeship.

#### **11. SENIORITY**

When a man transfers from some other job to the status of an apprentice in one of the mechanical trades, he shall maintain his seniority in the job from which he transferred for a period of six (6) months.

Following such probationary period, his seniority shall develop exclusively within the mechanical group to which he transferred. If, when the period of apprenticeship (4 years) is served there is a



Apprenticeship Plan ... continued

vacancy for a journeyman in the trade for which the apprentice is qualified, he will be retained and will be granted 2 years' seniority as a journeyman and will become eligible for promotion in accordance with the Tradesmen Promotion Plan.

## **12. RATES OF PAY**

- a. The schedule of rates for apprentices appears in the main wage schedule.
- b. When an apprentice is attending a trade training course at a Government Trade School, the following pay arrangements will apply:
  - i. The apprentice may receive a weekly training allowance from the Provincial Department of Labour or the Federal Manpower Office while attending school. The Company will supplement this allowance to provide the apprentice with a total weekly income equal to forty (40) times his regular hourly rate of pay. Calculation of the Company's portion will be based on the Government allowance for an apprentice who is able to live at home while attending the Trade School.
  - ii. If the apprentice is required to live away from home in order to attend a trade training course, he will receive the Company pay supplement referred to

above, in addition to any increased allowance paid by the Department of Labour to a trade trainee living away from home.

Apprenticeship Plan ... continued

- iii. Payment of supplementary pay will be made on regular pay days. To receive this pay the apprentice must maintain satisfactory attendance and performance records at school during his trade training course.
- iv. The Company will provide the foregoing weekly pay supplement for the number of weeks normally required to complete trades training courses. Should an apprentice be required to spend more than the normal number of weeks to complete a course he will not receive Company pay during the additional time in school.
- v. An apprentice's entitlement to Vacation with Pay, Statutory Holiday Pay, Sick Leave and Bereavement will not be affected by his attendance at a Trade School, nor will his participation in any employee welfare plans in which he is enrolled. Permission of the school authorities must be obtained for all absences.

**13. LOSS OF WORKING TIME**

An apprentice may lose up to a maximum of thirty (30) scheduled working days due to Sickness or accident, during his four (4) year term of apprenticeship, without having to serve additional time. Extension of the term of apprenticeship will be

considered by the Apprenticeship Committee in the event that an apprentice loses more than thirty (30) working days.

**APPENDIX 'G'**  
**PROVINCIAL PAPERS INC.,**  
**SUBSIDIARY OF ROLLAND INC.**

**WAGE SCHEDULE**

<u>Classifications</u>	March 17, 1997
<u>Woodyard and Yard Operations</u>	
Lead Hand	17.3500
Trackman	16.0120
General Labourer	14.8960
Bulldozer Operator	15.6200
Front End Loader Operator	15.8200
Carry Lift Operator	16.0120
Truck Driver	15.4360
Tandem Truck Driver	15.6200
<u>Slasher</u>	
Slasher Lead Hand	16.6480
Slasher Sorter	15.2480
<u>Groundwood Mill</u>	
Lead Hand	17.7950
Stock Runner	15.6200
Grinderman	14.8960
Pond Man	14.8950
<u>Bleach Plant &amp; Pulper Operation</u>	
Bleaching & Pulping Lead Hand	18.2880
Bleach Plant Operator	17.0720
#3 Pulper Loader and Trucker	15.8200
#2 Pulper Loader & Trucker	15.4360
<u>Material Handling</u>	
Material Handling Lead Hand	16.6480
Material Trucker	15.6200
Material Handler	14.9000

Chemical Control

Quality Assurance Tester		18.5640
Effluent Tester	16.8480	
Sampler Trimmer		16.6480
Paper Tester A		16.1760
Stock Preparation Tester		15.6200

Quality Control

Quality Control Trainer		19.2640
ISO 9000 Coordinator		18.2880

Coating Preparation Department

Starch Cooker		18.2880
Mixer Man		17.0720
First Helper		16.0120

Furnish Preparation Department

Beater Engineer		20.9200
Panel Board Operator		17.3000
Chemical Man		15.6200
#8 Paper Machine Pulper Loader		15.4360
Roll Splitter		15.4360

No. 5 Paper Machine

Machine Tender		19.5000
Back Tender		18.5800
Third Hand		17.2500
Fourth Hand		16.2300
Fifth Hand		15.8400

No. 6 Paper Machine

Machine Tender		20.9200
Back Tender		19.9100
Third Hand		18.1300
Fourth Hand		16.6000

No. 8 Paper Machine

Machine Tender		20.6600
Back Tender		19.6900
Third Hand		18.0400
Coater Man		17.8400

Fourth Hand  
Fifth Hand

16.5200  
16.1200

No. 2 Off Machine Coater

Operator	19.3360
Re-Reeler Operator	17.5200
Paster Man	17.0700
Utility Helper	15.6200

Supercalender

#8 Machine Width Supercalender Operator	18.5640
#8 Machine Width Supercalender Helper 16.1760	
#9 Machine Width Supercalender Operator	18.8160
#9 Machine Width Supercalender Helper 16.1760	
#10 Machine Width Supercalender Operator	18.8160
#10 Machine Width Supercalender Helper 16.1760	

Rewinder

#8 Machine Width Rewinder Operator	17.3000
#8 Machine Width Rewinder Helper	15.6200
#9 Machine Width Rewinder Operator	17.3000
#9 Machine Width Rewinder Helper	15.6200
#9 Machine Width Rewinder Utility Helper 15.0840	
#10 Machine Width Rewinder Operator	17.3000
#10 Machine Width Rewinder Helper	15.6200

Material and Roll Handling

Broke Trucker	15.6200
No. 1 Roll Handler	15.6200

Roll Wrap and Shipping

Loading Lead Hand/Shipper	17.0720
Inventory Controller	16.4150
Roll Wrap Operator	16.1760

Sheeters

Sheeter Loader	14.8960
Jagenberg Sheeter Operator (Precision Cut)	17.5200
Jagenberg Sheeter Helper (Precision Cut)	15.8200

Trimming and Finishing

#3 Trimmer Operator	16.4160
Carton Packing Operator	16.6480
#3 Table Trimmer Finisher	15.2480



Carton Packaging Helper #1	15.0840
Carton Packaging Helper #2	15.0840
Carton Packaging & Finishing Trucker	15.0840
Carton Maker	14.8960

Sheet Finishing General

Head Sheet Trucker 16.1760

Sheet Processing General

Carton Stenciller 14.8950  
Clerk Stenciller 15.6200

Schedule of Mechanical Rates

Applying to such journeyman positions as Millwright, Pipefitter, Machinist, Welder, Instrument Mechanic:

Classification

Journeyman A Lead Hand 19.9000  
Journeyman A 19.5600  
Journeyman Helper A 15.2720  
Journeyman Helper B 15.0160  
Journeyman Helper C 14.7600

Lead Hands

Will receive a premium of thirty-four cents (\$0.34) above the "A" Mechanic rate.

Mechanical Material Handling

Mechanical Material Handling A 16.0120

Apprenticeship Rates

1st Year	First Half	14.4400
1st Year	Second Half	14.4400
2nd Year	First Half	15.0200
2nd Year	Second Half	15.6100
3rd Year	First Half	16.1900
3rd Year	Second Half	16.7800
4th Year	First Half	17.3600
4th Year	Second Half	17.9500
5th Year	First Half	18.5300
5th Year	Second Half	19.1200
6th Year	100% Journeyman A Rate	

General

Clothing Crew Lead Hand	18.3800
Clothing Helper A	16.5400
Clothing Helper B	16.3900
Core Maker	15.4360
Head Oiler	17.7960
Oiler	16.4160
Pulp Mill Oiler	16.1700
Student Rate	12.0000

BEATER ENGINEERS

Beater Engineers, or by whatever name they might be called, shall receive either Class "A" or Class "B" rate.

Class "A" - In a mill where coloured paper (**NOT** shades of Standard White Newsprint) is manufactured, the hourly rate for the Beater Engineer, or by whichever name he might be called, shall equal the highest Machine Tender rate on the machine(s) to which he furnishes stock.

Class "B" - In a mill where any other paper, except coloured paper is manufactured, the hourly rate for the Beater Engineer, or by whatever name he might be called, shall equal the highest Back Tender rate on the machine(s) to which he furnishes stock.

HEAD CLOTHING MAN

The Head Clothing Man shall receive a rate not less than the highest Third Hand.

## **APPENDIX 'H'**

### **PROVINCIAL PAPERS INC., SUBSIDIARY OF ROLLAND INC.**

#### **PREGNANCY LEAVE**

1. On presentation of a medical certificate, an employee with at least one (1) year of service may be granted parental leave at any time within eleven (11) weeks of the expected date of birth. The Company may initiate the leave of absence at an earlier date if, in the judgment of the Company and her doctor, she cannot perform her normal duties adequately.
2. The employee must give two (2) weeks' notice in writing of the date she intends to begin her leave and such notice must include a medical certificate indicating the expected date of birth. The two (2) weeks' notice period is a minimum time. It is agreed that the mutual interest of the Company and the employee would be better served where the employee provides as much advance notice as is possible and practical considering the circumstances.
3. The employee is entitled to a fixed minimum post-natal leave of six (6) weeks after the actual date of the birth or ending after no more than seventeen (17) weeks from the beginning of the leave, whichever is the later.

4. If the employee wishes to return to work less than six (6) weeks after the birth, she must provide the company with a medical certificate stating that she is fit to resume work, along with one (1) week's notice of her intention to return.
5. An employee who has stated her intention of returning to work after her pregnancy leave and who does not do so within a flexible seventeen (17) week period shall be terminated. However, post-natal leave may be extended if arrangements satisfactory to the Company are made.
6. Pregnancy leave will be without pay and the following will apply:
  - (a) Participation in Group Medical and Life Insurance plans will be maintained provided the employee was covered by these plans prior to application for pregnancy leave and further provided that the employee continues her premium contribution where applicable.
  - (b) Seniority will accrue during the normal pregnancy leave.
  - (c) Upon her return to work after pregnancy leave, the employee will be reinstated in her former position or a comparable one in terms of salary class and remuneration.
7. An employee who is pregnant and is regularly

scheduled to work with video terminals, (CRT's) has the right to express, in writing, her desire for reassignment from her normal duties associated with the said terminals under the following conditions:

- (a) Her position vacancy will be posted at the time of expressed concern;
  - (b) Should there be an existing (or resultant) opening of equal or lower salary class and she is qualified to perform the duties without formal training, then the Company will consent to a transfer of the pregnant employee to that position;
  - (c) Should there be no such alternative position available for the pregnant employee, then the employee has the option to advance the commencement of her pregnancy leave without pay.
8. The terms of Article 6 will apply to any employee who exercises a right to a seventeen (17) week adoptive leave under the Employment Standards Act.

**APPENDIX 'I'**

**PROVINCIAL PAPERS INC.,  
SUBSIDIARY OF ROLLAND INC.**

**MERGER AGREEMENT**

Memorandum of Agreement

BETWEEN:

Communications, Energy and Paperworkers Union  
Local 40

- and -

Communication, Energy and Paperworkers Union  
Local 239

WHEREAS by virtue of a document entitled *Appendix A* the parties have agreed to submit the issue of seniority rights within a merged local union (the "issue") to a process of mediation; and

WHEREAS the parties have participated in a process of mediation on 24 and 25 November 1997; and

WHEREAS the parties have worked in good faith to represent the interests of each Local and as well to recognize the value of cooperation to create a merged local; and

WHEREAS the parties have reached agreement through the process of mediation,

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. For the purposes of this agreement, and for the purposes of interpreting and applying the collective agreement between the merged local and the employer,

“permanent lay-off” means a lay-off of thirteen weeks or more, or the elimination of a job (whether the position held is permanent or not) caused by a major work force reduction resulting in a complete department or operating unit shutdown;

**“temporary lay-off” means any lay-off other than a permanent lay-off;**

“indefinite lay-off” means a temporary lay-off without a certain date of recall.

2. For the purpose of a permanent lay-off, separate Local 40 and Local 239 bargaining unit seniority, as established as at the merger date, shall apply until 31 October 2002, such that lay-offs, bumping rights, and recall rights, will be exercised solely within the previous respective Local jurisdictions.



3. On or after 1 November 2002, and subject to any collective agreement negotiated with the employer, full dovetailed seniority will apply for permanent lay-offs, such that lay-offs, bumping rights, and recall rights, will be exercised within the jurisdiction of the merged local.

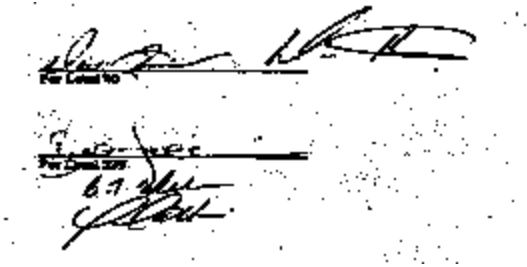
4. It is understood and agreed that any permanently laid-off employee with recall rights as of 1 November 2002 will not be able to displace ("bump") an employee filling a position as of that day solely by virtue of the change to dovetailed seniority.

5. For all other purposes, such as job postings and temporary lay-offs, separate Local 40 and Local 239 bargaining unit seniority shall apply until 1 February 1998, and thereafter dovetailed seniority within the merged local shall apply.

6. Prior to 1 November 2002, where an indefinite lay-off exceeds or is expected to exceed four weeks, the merged local will meet not later than within thirty days of the lay-off with the employer to discuss the circumstances relating to the lay-off, and the employer will attempt to fix a date of recall at the meeting. If the date of recall means that the lay-off will be for fewer than thirteen weeks, the lay-off will be considered temporary. If the date of recall means that the lay-off will be for thirteen weeks or more, or if the employer is unable to fix a date of recall, the lay-off will be deemed to be permanent, and any laid-off employee who would not otherwise have been laid-off if the lay-off had originally been declared permanent will be reinstated immediately.

7. The parties agree that this agreement will be binding on the merged local and that both parties and the merged local will exercise their best efforts to reach agreement with the employer to have this agreement become attached to and form part of the collective agreement.

DATED this 25<sup>th</sup> day of November 1997.



The image shows two sets of handwritten signatures and printed text. The top set consists of a signature above a horizontal line, with the printed text "For Local 50" below it. The bottom set consists of a signature above a horizontal line, with the printed text "For Local 50" below it. The entire area is surrounded by a cloud of small black dots, likely from a scanner or photocopy.

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**CHERNIACK ALLEN**  
Barristers and Solicitors

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4 December 1997

Mr. Dave Frost  
President  
CEP Local 40  
496 Darwin Crescent  
Thunder Bay, Ontario  
P7B 5S4

Mr. Bill Joblin  
President  
CEP Local 239  
96 Burriss Street  
Thunder Bay, Ontario  
P7A 3E4

Greetings:

**Re: Mediation-Arbitration respecting merged  
seniority rights at Provincial Papers**

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**As discussed at our last meeting on 25  
November 1997, and pursuant to paragraph 12  
of the *Mediation-Arbitration Agreement*, this  
letter, with the attached Exhibits, will constitute  
the *Award* in the matter.**

Following the execution of the *Mediation-  
Arbitration Agreement*, attached hereto as Exhibit 1,  
representatives of both Local 40 and Local 239,

including legal counsel, met with us on 24 and 25 November 1997. The parties fully canvassed a history of each local, and the practical ramifications of merging seniority rights. Each side presented its particular perspective, and vigorously advanced the interests of its members.

It was clear, in addition, that each side recognized the value of an agreed-to rather than imposed resolution in the interests of the new merged local. Each side was willing to attempt to meet the stated interests of the other side. Ultimately, through mediation, the two locals were able to agree on a method of merging seniority that accommodated and met, at least in part, the interests of both locals and their members. Attached as Exhibit 2 is the *Memorandum of Agreement*, executed by the parties on 25 November 1997, that incorporated that agreement, and which we deem to be part of this *Award* and so order.

In order to assist the parties in the future, we wish to place on the record the clear understandings of the parties when they agreed to Exhibit 2. The following comments detail those understandings as discussed and acknowledged by each side during our meetings:

1. Because the parties eventually agreed that there would be dovetailed seniority based on years of service within each local<sup>1</sup> for all purposes other than permanent lay-offs (including an indefinite lay-off that turns into a permanent one), it was necessary to define the kinds of lay-off that might occur. These

definitions apply not only to Exhibit 1, but also to the collective agreement between the merged local and the employer.

<sup>1</sup>The parties agreed that those employees who had seniority within both locals would be credited with the longer of the two seniorities. Thus a person with ten years of seniority in Local 239 and four years of seniority in Local 40 would be considered to have ten years of seniority in a dovetailed list.

The definition of *permanent lay-off* is based on the *Employment Standards Act* and takes into account the commitment by the employer that it would not reduce the work force other than by attrition or through a major reduction resulting in a complete department or operating unit shutdown. A permanent lay-off can include the elimination of a job for a person who does not hold a permanent position.

2. Until the stated expiry date of the collective agreement—31 October 2002—the parties agreed that separate Local 40 and Local 239 bargaining unit seniority would be used for permanent lay-offs, including bumping rights and recall rights.

For example, if on 1 June 1998 a department in Local 40's historic jurisdiction is shut down, the employees in that department will be able to bump only into other Local 40 jobs, and those ultimately laid-off will be able to be recalled only into Local 40 jobs when and if work becomes available.

3. As of 1 November 2002 there will be complete dovetailed seniority. This is naturally subject to any

collective agreement that may be negotiated.

For example, if on 5 November 2002 there is a shut down in a department in Local 40's historic jurisdiction, the employees in that department will be able to bump throughout the merged local's jurisdiction, and those ultimately laid-off will be able to be recalled into any job within that merged local's jurisdiction when and if work becomes available.

4. This paragraph deals with the right of recall of an employee permanently laid off before 31 October 2002. That employee cannot solely by virtue of the dovetailing of the lists for permanent lay-offs as of 1 November 2002 displace or "bump" a junior employee who was kept on.

For example, in the case of a Local 239 employee permanently laid off on 1 June 2001: because it was a permanent lay-off, that employee-according to paragraph 2-would have been laid-of according to the Local 239 seniority list only. On 1 November 2002 that employee would not have the right to displace a junior Local 40 member who is working. After 1 November 2002, however, if that junior Local 40 employee is laid-off, then the Local 239 employee would have the right to be recalled in priority over the junior Local 40 employee, since the lists would by then be dovetailed.

In other words, although the recall rights after 1 November 2002 will be broadened because of a dovetailed seniority list, the mere fact of that dovetailing does not trigger a right to displace a junior person on that day.

5. This paragraph means that for other than permanent lay-offs, in other words for all other purposes, the dovetailing of the seniority lists will begin on 1 February 1998. Before that time temporary lay-offs and job postings will be conducted on the basis of separate seniority lists; and after that time on the basis of dovetailed seniority lists.

6. This paragraph is designed to deal with the infrequent occasion in which a lay-off appearing to be short-term at the beginning (and thus based on *dovetailed* seniority) continues beyond thirteen weeks (thus based on *separate* seniority). It is designed to require the employer to address its mind to the length of lay-off within thirty days after the lay-off.

For example, if an employee in Local 40's historic jurisdiction is laid off in what appears to be a temporary lay-off, dovetailed seniority would apply, and a Local 239 employee might be displaced by the Local 40 employee. If, after four weeks, that Local 239 employee is still laid-off, the employer will be required to meet with the merged local and fix a date for recall. If the employer cannot fix a date for recall, or if the date of recall results in the total lay-off being greater than thirteen weeks, then the lay-off will be considered to be permanent such that the Local 239 employee would not have been laid-off, since for permanent lay-offs separate seniority should have applied. The Local 239 employee would be immediately reinstated. The Local 40 employee will have whatever rights he or she would have had to bump within Local 40.

7. This paragraph deals with two issues. The first is to make certain that the *Agreement* respecting merged seniority rights is binding on Locals 40 and 239, as well as on the new merged local. This was considered to be important in order to provide for enforcement of this agreement when the executive of the new merged local is elected. The new merged local executive will have the clear obligation to ensure that the understandings set out herein are enforced.

The second is to require the two locals and the merged local to exercise their best efforts to reach agreement with the employer to have Exhibit 2 attached to and form part of the collective agreement. Since having a merged local and ultimately merged seniority rights is in the best interests of the employer, and given that only paragraph 6 creates minimal obligations on the part of the employer, and that dovetailing the lists for temporary lay-offs and job postings gives the employer flexibility in the day-to-day operations, the parties agreed that Exhibit 2 would likely be acceptable to the employer.

We trust that with the clear wording of Exhibit 2, and with the further understandings detailed in this *Award*, there will be no problem implementing the *Award*, but we retain jurisdiction to deal with any problems or issues that might arise in this regard.

We want to thank the parties and their counsel for their contribution in providing background information, elucidating the issues, vigorously advancing their respective members' interests, and



working hard to effect a resolution.

We enclose our *Statement of Account* for fees and disbursements, one-half of which is payable by each Local.

Yours truly,



Lawrie Cherniack



David M. Shrom

Attachments

CHERNIACK ALLEN  
Barristers and Solicitors

Second Floor 100 Osborne Street Winnipeg Manitoba R3L 1Y5

Lawrie Cherniack Laurie P. Allen, QC Marta J. Smith

**APPENDIX 'J'**

**PROVINCIAL PAPERS INC.,  
SUBSIDIARY OF ROLLAND INC.**

**MEMORANDUM**

**OF**

**AGREEMENT**

**BETWEEN**

**ROLLAND INC.  
GROUPE CASCADES**

**AND**

**PROVINCIAL PAPERS MILL UNIONS**

**LOCAL 40  
COMMUNICATIONS, ENERGY AND PAPERWORKERS  
UNION**

**LOCAL 239  
COMMUNICATIONS, ENERGY AND PAPERWORKERS  
UNION**

**LOCAL 1565  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS**

**LOCAL 236  
OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION**

**LOCAL 865  
INTERNATIONAL UNION OF OPERATING ENGINEERS**

**March 13, 1997**

1. Reduce the number of bargaining units to four (4)
  - One bargaining unit: C.E.P. Local 239 & C.E.P. Local 40  
CEP Local 239 & CEP Local 40 commit to merge the two Locals, merger to be completed no later than October 31, 1997
  - One bargaining unit: I.U.O.E. Local 865
  - One bargaining unit: I.B.E.W. Local 1565
  - One bargaining unit: O.P.E.I.U. Local 236
2. Collective agreement beginning on "Closing Date" and expiring October 31, 2002.
3. Delete the following provisions:
  - a) Job Classification Plan scale (JCP)  
Job Evaluation Plan (JEP)  
Wage Schedule

**The JCP JEP and wage schedule are to be deleted. Classifications will be replaced by rates of pay for each job. In-house committees will be established in each bargaining unit to address substantial changes that may occur in each job. These committees will be composed of an equal representation of both parties. In the event that the committees cannot reach an agreement, the matter will be referred to normal process as per the collective agreement.**

**Job Evaluation Plan**

**The progressions of (6-12-Max) will apply for the people presently at work.**

**b) 1. Paperworkers wage schedule**

**The Company will apply the rates that will reflect the highest class reached in the last twelve months.**

**No. 8 P.M. > Class 38    No. 6 P.M. > Class 40  
No. 5 P.M. > Class 25**

**b) 2. Special adjustments**

**Relating to special adjustments, we are going to recognize the present rates of pay, excluding position no. 121, 122, 156, 157, 158.**

**c) Eliminate the following;  
    "height pay", "wire pay", "deckle edge", "shipping rolls", "boss machine tenders"**

**4. Envelope for rate adjustments (\$200,000.00)**

**Note; After the 20% work force reduction is completed, the company and the unions agree to discuss the rates of pay to be adjusted in order to correct existing inequities and to address the major changes in the jobs due to the reduction.**

5. Fringe benefits to be limited to 40%  
The Unions reserve the right to modify the mix.
6. Collective agreement to be modified to reflect a seven (7) day operation.
7. The union will commit to promote and practice flexibility and polyvalency in regards to jobs.
8. Introduce a "student" rate of \$12.00/hour regardless of the job performed while employed by the company.
9. Eliminate the mandatory total mill shutdown provisions for the Christmas and Labour Day holidays.
10. We agree to have one millwright on shift.
11. Eliminate the mandatory provisions concerning the replacement of supervisors or superintendents when they are absent.
12. During the period between September 15th and June 15th the number of consecutive weeks of vacation that an employee may take will be limited to four (4).
13. GENERAL WAGE INCREASE  
Effective November 1st of each year;
  - a) 2% or

- b) 2.5% if cash flow is between \$10 million and \$15 million or
- c) 3% if cash flow is between \$15 million and \$20 million or
- d) 4% if cash flow is over \$20 million

Cash Flow is defined as Earnings Before Interest and Taxes, Depreciation and Amortization (EBIT DA).

#### 14. WORKFORCE REDUCTIONS

In the first six (6) months, approximately 20% of the workforce. Potential for further reductions subsequent to capital investments, projects or administrative decisions.

- a) A window in the pension plan with unreduced benefits will be open from March 31, 1997 to September 30, 1997 for employees who meet the following criteria:

- Age plus years of service equals 80

- Qualifiers receive - full unreduced pension

- unreduced bridging at \$30.00 per month times years of service (maximum 30 years) from retirement date to age 60 then \$15.00 per month times years of service (maximum 30 years) to age 65

b) Voluntary severance;

- Employees may elect to take a voluntary severance package of 1.5 weeks pay for each year of service or any part thereof.

**Note:** For these employees, normal rules of the pension plan will apply when they decide to take their retirement.

c) Involuntary severance;

- Employees who are laid off as a result of the action taken in "1) Expected job reductions above will receive a severance package of 1.5 weeks pay for each year of service or any part thereof.

- Two years tuition paid at any local recognized learning institution up to a maximum of \$1000.00 per year. Tuition fees will be reimbursed upon completion of each year of schooling.

15. PENSION

Formula

Change pension formula to;

1.65% X F.A.E. X Years of Pensionable Service –  
(7/35 C.P.P.)

Effective January 1st 2000 (Separate Amendment)

**1.65% X F.A.E. X Years of Pensionable Service**

**Early Retirement**

- (a) Effective date of ratification, any member in service who elects to retire early upon his attainment of age 58 or after, provided he has accumulated at least 20 year continuous service, will receive commencing on his early retirement date, a retirement income benefit equal to the retirement income benefit he had accumulated to such early retirement date without actuarial reduction subject to minimum reductions required by Revenue Canada. Such employee will also be provided with a bridging supplement, commencing on his retirement date equal to thirty dollars (\$30.00) per month for each full year of continuous service (to a maximum of 30 years), reducing to fifteen dollars (\$15.00) per month for each year of continuous service (to a maximum of 30 years) on the first of the month next following the employee's 60th birthday. If such employee retires early on or after age 60 with at least 20 years of service, the bridging supplement will equal fifteen dollars (\$15.00) per month for each year of continuous service to a maximum of 30 years. The bridging supplement will reduce to zero on the first day of the month following the member's 65th birthday or on his prior death.
- (b) A member who has not attained age 58 or over, but who has accumulated at least 20 years of



continuous service may, with consent of the Company, retire on the first day of any month during the 10 year period immediately preceding his normal retirement day and will receive, commencing on his early retirement date, a retirement income benefit equal to the normal retirement income benefit he had accumulated to such retirement date, adjusted by applications thereto of an appropriate factor based on his attained age in accordance with the following table:

<u>Attained Age</u> <u>Factor</u>	<u>Adjustment</u>
57	94%
56	88%
55	82%

Such member will also be provided with a bridging supplement commencing on his early retirement date equal to thirty dollars (\$30.00) per month for each full year of continuous service with the Company to a maximum of 30 years, reducing to fifteen dollars (\$15.00) per month for each full year of continuous service (to a maximum of 30 years) on the first of the month next following the employee's 60th birthday. The bridging supplement will reduce to zero on the first day of the month next following the member's 65th birthday, or on his prior death.

The bridging supplements referred to above will

be reduced by 2/3 of 1% for each month (8% per annum) by which such early retirement precedes the attainment of age 58.

Post Retirement Adjustment (Indexing)

Fixed indexation of 1% per year for the duration of the collective agreement.

The indexing will apply on each anniversary of the members retirement until October 31, 2002.

Required Contributions By The Members

Each member shall contribute to the Plan, by payroll deduction, 3.5% of his Earnings up to the YMPE, and 5% of his Earnings in excess of the YMPE.

Date of Implementation

All changes will be effective date of ratification unless otherwise specified.

16. JOB SECURITY

Effective January 1<sup>st</sup> 1998, any reduction in the work force shall be by attrition only.

Attrition means death, retirement, quit, discharge for cause.

Note; This agreement excludes major work force reduction resulting in a complete

department or operating unit shut down due to new market direction, or changes in the procurement of raw materials.

**Local Issues CEP 239**

17. Pregnancy Leave: Local 236 OPEIU pages 40-42 Union requests equality for Local 239 female members to Local 236 OPEIU female members. This to be added as an "Appendix" to local 239 CEP collective agreement.
18. All relevant letters of understanding agreed by both parties, are to be re-signed.
19. All employees from old (Abitibi Price) Provincial Papers who are on Long Term Disability and/or Workers Compensation that have recall rights will maintain their recall rights with the new Rolland Inc. Groups Cascades "Provincial Papers", when they are able to return to work.

**ISSUE TRANSFERRED TO SALE AGREEMENT**

20. All employees from New Provincial Papers (Employee owned) who are on Weekly Indemnity, Long Term Disability, or Workers Compensation will maintain their recall rights with the new Rolland Inc. Groups Cascades "Provincial Papers", when they are able to return to work.

**ISSUE TRANSFERRED TO SALE AGREEMENT**

The parties here to are in full agreement of the  
aforementioned changes and provisions of the current  
collective agreements.

Signed this 13th day of March in the city of Thunder Bay, Ontario.

John D. ...  
Executive Vice-President & COO  
National Inc.

Elise ...  
Senior Vice-President  
Corporate

Michael ...  
Vice-President Finance & Administration  
National Papers Inc.

For  
The Unions

 Matthew ... National Representative	 John ... Local 699 UAW
 Dennis ... Local 20 UAW	 Kevin ... Local 699 UAW
 Paul ... Local 21 UAW	 John ... Local 40 UAW
 John ... Local 200 UAW	 John ... Local 200 UAW
 John ... Local 200 UAW	 John ... Local 200 UAW
 John ... Local 200 UAW	 John ... Local 200 UAW
 John ... Local 200 UAW	 John ... Local 200 UAW

# **COLLECTIVE AGREEMENT**

**Between**

**PROVINCIAL PAPERS INC.,  
SUBSIDIARY OF ROLLAND  
INC.**

**and**

**COMMUNICATIONS,  
ENERGY,  
AND PAPERWORKERS  
UNION**

**Local 279**

**May 1, 1997 - October 31, 2002**

