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1 GENERAL PURPOSE OF AGREEMENT

- 1.01 The general purpose of this agreement is in the mutual interest of the employer and employees, to provide for the profitable operation of the plant under methods which will further to the fullest extent possible, the safety and welfare of the employee and economy of operation, quality and quantity of output, cleanliness of plant, and protection of property.
- 1.02 It is recognized by this agreement to be the duty of the Company and the employees to co-operate fully, individually and collectively, for the advancement of these conditions.

2 RECOGNITION AND JURISDICTION

- 2.01 (1 May 04) Abitibi Consolidated Company of Canada recognizes CEP Local 84 as the sole and exclusive representative for the purpose of collective bargaining for those employees coming under their jurisdiction at the plant at Thorold, Ontario, as set out in the classifications attached in Appendix A from time to time save and except all employees who are part of Management are excluded from this agreement. These are defined as follows:
 - a) Managers
 - b) Superintendents
 - c) Assistant Superintendents
 - d) Supervisors
 - e) Assistant Supervisors
 - f) Office and Technical Staff
 - g) Security Guards
 - h) “also persons covered under other existing agreements”
- 2.02 It is mutually agreed that the Company will not be responsible for any questions of jurisdiction between Unions, and that Company operations shall not be interrupted as the result of any jurisdictional dispute that may arise between the Union and any other Union. Questions of jurisdiction shall conform to the regulations covering such matters in accordance with the Labour Relations Act of Ontario.

- 2.03 With the following exceptions, the Company agrees to the principle that salaried personnel will not perform work normally assigned to hourly-rated personnel and will so instruct its supervisory staff:
- a) Emergencies arising out of unforeseen circumstances which call for immediate action to avoid interruption of operations.
 - b) The instruction or training of employees including demonstrating the proper method to accomplish the task assigned.
 - c) Start-up of new equipment.
- 2.04 When an hourly-rated Millwright has been promoted to foreman on a temporary basis, he will not perform work normally done by an hourly-rated Millwright and will only accept overtime or call-in work on a foreman basis. One-day replacement will be understood to be from 8:00 a.m. until 8:00 a.m. the following day.

3 UNION MEMBERSHIP

- 3.01 All employees covered by this agreement shall maintain membership in good standing in the appropriate Union, and the Company shall assist in bringing this about.
- 3.02 A check-off of Union dues and initiation fees will be maintained for those Locals who request it. Union dues, as determined by the local, will be deducted at a frequency mutually agreed between the local and the Company. Such check-off will be on a voluntary basis irrevocable only for the duration of the contract period.
- 3.03 If requested by the Local, the Company agrees to accept a notice of increase in union dues and to submit to the Local by separate cheque, the increased amount.
- 3.04 The amount of union dues that have been deducted will be shown on employees' T-4 slips.
- 3.05 (1 May 04) It is mutually understood that new employees will serve a probationary period consisting of the first ninety (90) working days. The Company may dismiss a probationary employee for any reason provided it does not act in bad faith and that this constitutes a lesser standard as outlined in Section 43.1 (2) of the Ontario Labour Relations Act. If the employee satisfies this probationary period, the employee's seniority will be retroactive to his date of hire and he will be eligible for all benefits as provided for in the labour agreement. It is further understood that all new employees will be advised of this condition of employment when being interviewed and/or hired by the Company.
- 3.06 New employees, who are not members of the Signatory Union, shall become so within fifteen (15) days from the date they commence work. When a new employee is hired, the Company will notify the President or his representative, of the Local concerned within fifteen (15) days following date of employment, and shall indicate the occupation

of employee and the expected period of employment, so that the necessary action may be taken by the Local.

- 3.07 In hiring new employees, the Company will give preference to members of the Union, who have the necessary ability, skill and experience required to perform the work assigned to them in a manner satisfactory to the Company.

3.08 Promotion to Staff

- 3.08.01 (1 May 04) On a one-time basis only, an employee who is promoted to any position within the Company, outside of the bargaining unit, may return to their previous bargaining unit without loss of seniority rights at the time of the promotion, providing their return to the bargaining unit is within six (6) calendar months from the date they left the bargaining unit. This return to the bargaining unit may be made at the request of the Company or the affected employee, with ten (10) days written notice.
- 3.08.02 (1 May 04) In order to return to the bargaining unit during the six (6) months period cited in 3.08.01 above, individual(s) will be required to maintain membership dues, through payroll deduction, to the concerned union. Failure to make such payments in any given month will automatically nullify the employee's right to return to the Bargaining Unit as set out in 3.08.01 above. It is understood that for such period, the Union shall not represent the individual nor will he participate in any union activities or business.

4 TERM OF AGREEMENT

- 4.01 (1 May 04) This agreement shall remain in force for five (5) years from May 1, 2004, or from the dates otherwise specified in the Collective Agreement, until April 30, 2009 and shall be renewed from year to year thereafter, in its present form unless written notice of desire to amend, modify or cancel any portion of any of the terms hereof is given by either party to the other not more than ninety (90) days and not less than thirty (30) days prior to the expiration of any such annual period. The Company and the Union will discuss before the date of expiration of the contract a date at which to start negotiations, which will be mutually satisfactory to both parties.

5 LOCAL ADJUSTMENTS

- 5.01 Except for jobs covered under the Job Classification Plan, the Union shall have the right to discuss local adjustments with the Management as they arise. It is understood that local adjustments are construed to mean the consideration of individual job rates in cases of gross inequality or major changes in job responsibility or workload. Failure to agree on any such cases shall in no way interfere with the terms of the collective agreement.

6 JOB EVALUATION

6.01 All jobs in the jurisdiction of CEP Local 84-35 and 84 (including oilers) with the exception of mechanical trades and related occupations will be classified using the Pulp and Paper Manufacturers' Job Classification Plan Explanatory Booklet dated May 1, 1990.

6.02 Implementation

6.02.01 The Job Classification Plan is the basis for determining the job class applicable to any existing jobs, any newly created jobs or any jobs which have changed.

6.02.02 The Wage Rate Structure established for the various job classifications is set forth in Table 6.1 – (1 May 04) Job Classification Scale and Appendix A – Wage Schedule which form part of this agreement.

6.02.03 Process

6.02.03-1 In the event that new jobs are created or significant changes occur in existing jobs, the employee or employer may request through the Mill Committee, the preparation of a new job description for submission to the Joint Classification Committee for evaluation.

6.02.03-2 The Joint Classification Committee will evaluate the job and inform the Mill Committee of the applicable job class.

6.02.03-3 In the event that agreement on the evaluation cannot be reached by the Joint Classification Committee, the question shall be referred for final resolution to the Senior Committee.

6.02.03-4 The incumbent of a job will receive the rate applicable to the job class determined as outlined above. An upward rate adjustment, if applicable, will be effective from the date the new job was created or the date that a revised job description was requested pursuant to 6.02.03-1 above. A downward rate adjustment, if applicable, will be effective from the beginning of the next weekly pay period following notification to the Mill Committee by the Joint Classification Committee.

6.02.04 Those employees red-circled in their present classification will continue to receive the red-circled rate until they are promoted or transferred, or rate adjustments referred to in 6.02.06 below take place. New employees or employees transferred or posted to a classification where another employee was red-circled will be paid the rate of the classification and not the red-circled rate.

6.02.05 General increase will apply to all occupations.

6.02.06 Adjustments to the scale will not apply to employees whose rates are red-circled except in the case where the difference between the "red-circled" rate and the "class" rate is less than the total adjustment. In such a case, the difference will be applied and the "red circle" will be discontinued.

- 6.02.07 The Mill Committee will meet as required.
- 6.02.08 The Joint Classification Committee will meet as required.
- 6.02.09 (1 May 04) As a condition of continued participation in the plan by Abitibi Consolidated Company of Canada, and in consideration of the Company's agreement to adhere to the general principles of the Job Classification Plan, the Union agrees that it will not cause or be party to the modification of any essential element of a Job Classification Plan in any other pulp and paper company in the Eastern Canadian industry to which the Union is a party, unless such modification is agreed to by all participating companies.
- 6.02.10 On the principle that, in implementing the Job Evaluation Plan, (Implementation date May 1, 1980) no employee will receive less favourable treatment on any job than he did at any time prior to April 30, 1980, the following will apply:
- If movement occurs downwards through lines of progression because of curtailment, individuals affected will revert to the rates they formerly enjoyed on the lower jobs to which they are transferred or the evaluated rate for the job at that particular time, whichever is higher. Conversely, in the case of reverting to a higher level of operation, when individuals move back up through their lines of progression they will be paid the rates they formerly enjoyed on the higher jobs to which they are transferred or the evaluated rate for the job at that particular time, whichever is the higher.
- 6.02.11 (1 May 04) The following Job Classification Scales will be effective May 1, 2004, May 1, 2005, May 1, 2006, May 1, 2007, and May 1, 2008.

Table 6.1 – (1 May 04) Job Classification Scale

JOB CLASS	May 1 2004	May 1 2005	May 1 2006	May 1 2007	May 1 2008
	0.70	2.5%	0.60	2.0%	0.60
1	22.885	23.46	24.06	24.54	25.14
2	23.13	23.71	24.31	24.80	25.40
3	23.405	23.99	24.59	25.08	25.68
4	23.65	24.24	24.84	25.34	25.94
5	23.97	24.57	25.17	25.67	26.27
6	24.24	24.85	25.45	25.96	26.56
7	24.53	25.14	25.74	26.25	26.85
8	24.82	25.44	26.04	26.56	27.16
9	25.08	25.71	26.31	26.84	27.44
10	25.43	26.07	26.67	27.20	27.80
11	25.77	26.41	27.01	27.55	28.15
12	26.10	26.75	27.35	27.90	28.50
13	26.41	27.07	27.67	28.22	28.82
14	26.76	27.43	28.03	28.59	29.19
15	27.10	27.78	28.38	28.95	29.55
16	27.515	28.20	28.80	29.38	29.98
17	27.86	28.56	29.16	29.74	30.34
18	28.23	28.94	29.54	30.13	30.73
19	28.66	29.38	29.98	30.58	31.18
20	29.025	29.75	30.35	30.96	31.56
21	29.41	30.15	30.75	31.37	31.97
22	29.78	30.52	31.12	31.74	32.34
23	30.18	30.93	31.53	32.16	32.76
24	30.60	31.37	31.97	32.61	33.21
25	30.96	31.73	32.33	32.98	33.58
26	31.35	32.13	32.73	33.38	33.98
27	31.75	32.54	33.14	33.80	34.40
28	32.14	32.94	33.54	34.21	34.81
29	32.49	33.30	33.90	34.58	35.18
30	32.90	33.72	34.32	35.01	35.61
31	33.24	34.07	34.67	35.36	35.96

7 RUNNING SCHEDULE

- 7.01 The regular operation of the mill will be seven (7) days per week. The work week begins on Sunday at 8:00 a.m. and concludes the following Sunday at 8:00 a.m., unless otherwise agreed to between the Union and the Company in a Letter of Intent.

8 WAGE RATES

- 8.01 The schedule of wage rates (Appendix A) as agreed upon by the Company and the Signatory Union shall be part of this agreement and will remain in effect throughout the life of this agreement.
- 8.02 (16 Jul 04) A \$1.20 per hour premium over and above the regular rates for Painters, Millwrights, their Helpers and others will be paid for effecting repairs or special cleaning on the following high structures:
- a) Steel stacks on the Boiler House
 - b) The roofs of the following storage tanks:
 - (i) PM6 and PM7 broke tanks
 - (ii) PM6 and PM7 clear white water tanks
 - (iii) PM6 and PM7 hydro sulphite bleach tanks
 - (iv) Common cloudy white water tank
 - (v) DI-1 and DI-2 blend tanks
 - (vi) DI-1 North & South, and DI-2 storage tanks
 - (vii) Lean broke storage tank
 - (viii) Marine caustic tank
 - (ix) Stainless steel clear white water (APE) storage tank – away from the platform
 - c) Trusses in Machine Rooms
 - d) Scaffolding (not including hydraulic or man lifts) with an open height of 30' or more (when it is necessary, scaffolding will be provided to work on high structures)

Further revisions may be discussed during the life of the agreement.

8.03 Shift Premiums

- 8.03.01 (1 Aug 04) Shift premiums shall be paid for all work performed during the evening shift 4:00 p.m. to 12:00 midnight, and for all work performed during the night shift 12:00 midnight to 8:00 a.m. as follows:

\$0.50 per hour on the 4:00 p.m. to 12:00 midnight shift

\$0.70 per hour on the 12:00 midnight to 8:00 a.m. shift

- 8.03.02 When day workers are assigned to shift work, they shall receive the shift premiums which shall be paid for the full time worked on such shift work, including such extra time in excess of eight (8) hours, for which they are paid at the overtime rate. These shift premiums do not apply to day workers who continue working beyond their regular hours and for which they are paid at the overtime rate. Shift workers who are absent with pay shall not be entitled to these premiums.

- 8.04 When Class "A" tradesmen are scheduled to work on the Sunday day shift they will receive \$0.10 an hour premium beyond their regular rate for all hours worked on Sunday and for the balance of that week (Sunday through Saturday inclusive).

9 HOURS OF WORK AND OVERTIME RULES

DAY WORKERS

- 9.01 The regular hours for day workers shall be from 8:00 a.m. to 4:00 p.m. with one (1) fifteen (15) minute scheduled paid rest period in the morning and a thirty (30) minute scheduled paid lunch break, during which the employee remains on the Company premises.
- 9.02 Day workers shall be in their respective departments ready to commence work promptly at 8:00 a.m. Machinery shall be started promptly and not stopped until three (3) minutes before 4:00 p.m.
- 9.03 When a day worker is required to work beyond his regular work period of eight (8) hours, he shall be paid at the rate of time and one-half (1.5) for all overtime work. However, if required to perform work on any job entirely unrelated to his original overtime task, he shall be paid a call-out for such work.
- 9.04 It is understood that overtime shall not be pyramided nor more than one basis of calculating overtime be used to cover the same hours.
- 9.05 If a day worker whose normal schedule of working hours are from 8:00 a.m. to 4:00 p.m. is assigned work on a shift basis other than 8-4 shift, he will be advised twenty-four (24) hours prior to the time he was originally scheduled to work. If such notice is given, the employee will be paid at straight time rates and will receive the applicable shift

differential. If such notice is not given, the employee will be paid at the rate of time and one-half (1.5) for the first shift following the change.

9.06 Call-in

- 9.06.01 A day worker who has completed his regular day and is called in for repair work during the hours from 4:00 p.m. to 8:00 a.m., shall receive time and one-half (1.5) for all time worked and in no case less than four (4) hours' pay, and shall perform only the emergency work which required the call-in.
- 9.06.02 An employee called in on a Sunday or a Statutory Holiday shall receive a minimum of six (6) hours' pay.
- 9.06.03 An employee called in on a Sunday between the hours of 8:00 a.m. and 10:00 a.m. and who works eight (8) hours or more will be scheduled an additional day off.
- 9.06.04 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.
- 9.06.05 An employee will be considered to be called in whether called in from his home or notified prior to leaving the mill that he will be required to return to the mill later in the same day.
- 9.06.06 A day worker called in on his designated day off shall receive time and one-half (1.5) for the hours worked with a minimum of four (4) hours' pay for each call.

9.07 Rest Period - General

- 9.07.01 A day worker working in excess of sixteen (16) hours, lunchtime included, in a twenty-four (24) hour period, 8:00 a.m. to 8:00 a.m., 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.
- 9.07.02 A day worker who is called into work and works a minimum of two (2) hours on the call-in, shall be entitled to receive time off with pay on the following day, to the extent that the hours worked on the call-in fall between the hours of 12:00 midnight and 6:00 a.m.
- 9.07.03 In the event a day worker on a day off, is called in for work that extends into his next regular scheduled work day for the application of 9.07.01 above, the 24-hour period would begin at the time the employee reports for work.
- 9.07.04 (16 Jul 04) Employees entitled to rest time, still at work at 8:00 a.m., will continue working and will take their rest time immediately prior to the end of the day, unless otherwise mutually agreed between the employee and his supervisor, but no later than the end of his next regularly scheduled shift, or it will be forfeited. Employees entitled to rest time and not at work at 8:00 a.m., will take their rest time prior to reporting to work.

9.07.05 When an employee has his classification changed temporarily from shift worker to day worker he will be entitled to rest time as a day worker.

9.07.06 Rest Period – Shift Workers

9.07.06-1 If a shift maintenance worker works in excess of sixteen (16) hours and is relieved by his mate but required to remain at work, he will be considered a day worker and entitled to rest time.

9.07.06-2 A shift maintenance worker who is called into work and works a minimum of two (2) hours on the call-in, shall be entitled to receive time off with pay provided he is scheduled to work the following day shift, to the extent that the hours worked on the call-in fall between the hours of 12:00 midnight and 6:00 a.m.

9.07.06-3 On Sundays, such rest periods shall be paid at one and one-half (1.5) times an employee's regular rate, provided the employee is scheduled to work on that date.

9.08 The normal work week for day workers shall be a five (5) day, forty (40) hour week. Each worker shall receive two (2) scheduled days off per week. However, when it becomes necessary to change a man's day off and he has not been advised of this change by the Friday of the preceding week, he will be paid time and one-half (1.5) for the time worked on his original day off and given an option of an alternative day off during that week.

9.09 (16 Jul 04) In an effort to equalize overtime, the Company agrees that weekly totals of overtime worked by tradesmen will be made available. It must be recognized that it is not feasible to equalize call-ins for departmental tradesmen. The Company commits to develop a mechanism to equalize overtime, with the Unions' participation.

9.10 If an employee has been absent from work a day or more, he shall give adequate notice to his supervisor of his intention to return. This notice should be given at least in sufficient time before 4:00 p.m. the day preceding his return to work to change replacement 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 such notice to enable him to alter replacement arrangements, the supervisor may send the returning employee home when he reports to work.

SHIFT WORKERS

9.20 Schedule

9.20.01 Normal Work Week

- 9.20.01-1 The schedule of hours for shift workers and hours at which shifts shall change shall be from 8:00 a.m. to 4:00 p.m., 4:00 p.m. to 12:00 midnight, 12:00 midnight to 8:00 a.m., or as mutually agreed to between the Company and the Union. No shift worker will relieve his mate earlier than fifteen (15) minutes before the mutually agreed to shift change time. Shifts shall be arranged to suit the running schedule of the mill and to avoid any interruptions in normal operations.
- 9.20.01-2 A shift worker will be given time to eat his lunch within five (5) hours of starting his shift.
- 9.20.01-3 The normal work week for shift workers excluding shift workers working 37- $\frac{1}{3}$ hour schedule shall be a five (5) day, forty (40) hour week. Each worker shall be scheduled two (2) days off per week.

9.20.02 37- $\frac{1}{3}$ Hour Work Week

- 9.20.02-1 The normal work week for employees on a 6-3 schedule shall average 37- $\frac{1}{3}$ hours worked with an average of forty (40) hours pay (including Sunday premium) over an interim cycle (nine (9) weeks).
- 9.20.02-2 The work period is a period of six (6) consecutive days of work followed by three (3) consecutive days off.
- 9.20.02-3 An interim cycle is a period of nine (9) calendar weeks in which there are seven (7) work periods of six (6) days of work and three (3) days off.
- 9.20.02-4 A complete cycle embraces three (3) intermediate cycles spread over a period of twenty-seven (27) calendar weeks. At the end of this period, a new complete cycle starts in an identical way.

9.21 Work Availability

- 9.21.01 Subject to the availability of work, employees in departmental labour pools will be assigned to work for six (6) consecutive days followed by three (3) consecutive days off. Only in the event of an unforeseen absence, will these days off be altered. Should scheduling problems arise for either party, the Company will meet with the Local to discuss and attempt to resolve them.
- 9.21.02 Subject to the availability of work, other than those employees identified in 9.20.01-3 above, employees in central labour pool will be assigned to one of the particular groupings (1-3-6, 4-5-7, 2-8-9) and will work the allotted days during that particular calendar week. The employee's scheduled days off for that particular week may not be consecutive or on the days dictated. Labour pool

employees will be assigned relief work on the basis of seniority and their capability to be trained.

- 9.21.03 The Company may, provided there is at least eight (8) hours between shifts, schedule departmental pool employees and central pool employees from one shift to another for the purpose of filling in on open jobs.
- 9.22 With 37- $\frac{1}{3}$ hour work week schedules in a department, manning may have to be adjusted to assure that frozen employees are spread equally through the various crews.
- 9.23 For those employees on a 37- $\frac{1}{3}$ hour work week and a 6-3 schedule, a week of vacation will commence the first day of the scheduled six (6) day work period and continue for six (6) consecutive days. Should a Statutory Holiday fall within the vacation period, no additional day will be taken off for the holiday. In the event that two (2) Statutory Holidays fall within the vacation period, then the provisions in the present labour agreements will apply for the second day only. Vacation pay will be based on 2.4% of the previous year's earnings for each week of vacation with the understanding that the weekly vacation pay will not be less than the employee's regular hourly rate in effect at the time of the employee's vacation multiplied by forty (40).
- 9.24 In the case of a permanent promotion or for crew balancing, the Company will make the change only at the start of a new intermediate cycle. In cases of temporary promotion, these will be made on shift.

It is understood that employees who are to be promoted, will have the qualifications required for the new position.

At the beginning of an intermediate cycle, if it is known in advance that a temporary vacancy will be for the entire intermediate cycle, promotions will be made to fill this vacancy. The primary and secondary moves will be by the senior men in each category. If the temporary vacancy is for less than a complete intermediate cycle, promotions will be made on shift. Prior to the beginning of a new intermediate cycle, if it is known by the Company that the long-term replacement will be completed during this new intermediate cycle, the employees affected shall be moved back to his original position and until the other employee returns the move-up will be on a shift basis.

It is understood that the principle of seniority remains and temporary promotions will not be used to acquire seniority on the senior position.

- 9.25 Each worker is required to be in his place when his shift 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.
- 9.26 Should a shift worker be unable to report for work at the beginning of his shift, he shall notify his supervisor at least four hours before his shift begins.
- 9.27 If a shift worker does not report for his regular shift, his mate shall notify the department supervisor. He shall then remain at his post until a substitute is secured, and, if necessary, he shall work an extra shift.

- 9.28 If an employee has been absent from work a day or more, he shall give adequate notice to his supervisor of his intention to return. This notice should be given 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 shift back to the original schedule, the supervisor may send the returning employee home when he reports for work.
- 9.29 If a shift worker who has been assigned to a regular shift is required by the Company to change this shift, he shall be paid at the rate of time and one-half (1.5) for the first shift, provided he has not been given notice of such change sixteen (16) hours in advance of the time he was originally scheduled to begin work.
- 9.30 Shift workers shall be paid at the rate of time and one-half (1.5) 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 worked by special arrangements between a shift 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) (1 May 04) When required to replace an employee for tardiness up to two (2) hours, whatever the cause of tardiness may be, in which event the time worked shall be paid at the straight time rate. Whenever tardiness exceeds two (2) hours, the total time during which the shift worker replaces his mate shall be paid at the rate of time and one-half (1.5). It is agreed that 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 rules and penalties for absenteeism, as set out in 9.46.
- 9.31 If it is necessary for the Company to pay overtime as a result of a temporary vacancy, preference for this overtime will be given to the man or men working on the job that day.
- 9.32 Except as noted, shift workers called on duty after regular working hours or on their scheduled days off, shall receive time and one-half (1.5) 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. An employee called in on a Sunday or a paid holiday shall receive a minimum of six (6) hours' pay.
- 9.33 Overtime shall not be pyramided, nor more than one basis of calculating overtime be used to cover the same hours.

GENERAL

- 9.40 An employee who has been called on duty prior to his regular working hours for emergency work which is not completed when his day or shift begins and for which work he is receiving pay at the rate of time and one-half (1.5), shall continue to receive the overtime rate until the emergency work is completed or until he is allowed to go home or return to his regular work. After an employee has completed eight (8) hours' work as a result of such call-in whether on the emergency or on his regular work, he can be

required to leave either work and go home at the discretion of the supervisor. In no case will he be paid less than four (4) hours for the work performed as a result of the call-in. The foregoing provisions do not apply in the case of those employees who are required to start work before 8:00 a.m. on start-ups.

- 9.41 (16 Jul 04) An employee who reports for duty at the beginning of his normal day or shift, and finds that his work schedule has been changed and reasonable effort has not been made to notify him, shall, if possible, be given an opportunity to do other work for four (4) hours or more and the employee will be expected to accept such work. However, if four (4) hours' work or more is not available, three (3) hours at normal time shall be paid. If the employee is requested to perform any work, he shall not be paid less than four (4) hours.

9.42 **Sundays and Holidays**

- 9.42.01 All workers shall be paid at the rate of time and one-half (1.5) for all work performed between 8:00 a.m. Sunday and 8:00 a.m. Monday, also for all work performed on those days designated elsewhere in this agreement as recognized Statutory Holidays.
- 9.42.02 For those employees who would be scheduled to work on Statutory Holiday, holiday pay will be based on each employee's normal schedule (8 or 12 hour shifts). Those employees not scheduled to work will receive pay as defined in Section 31 - STATUTORY HOLIDAYS.
- 9.42.03 However, double time will be paid to all employees who work beyond eight (8) hours on Sunday, and/or Statutory Holidays. The Statutory Holidays will be those referred to in 31.01.
- 9.43 When an employee wishes to change his scheduled or designated day(s) off, he will notify his supervisor at least twenty-four (24) hours in advance and if such a change is mutually agreed upon by the employee and his supervisor, then the employee will work at straight time rates on the day(s) off originally scheduled as his scheduled or recognized day(s) off. On the other hand, if he is required to work on the alternate day(s) mutually agreed upon as his day(s) off he shall be paid at the overtime rate. An employee's day off from work shall be considered to be from 8:00 a.m. to 8:00 a.m.
- 9.44 When employees request approval for a personal arrangement to exchange shifts or days off, they must specify to their supervisor the shift and/or days to be exchanged.
- 9.45 In the event of a major breakdown, an employee may be required to work on his scheduled or designated day(s) 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 assigned another day(s) off as mutually agreed upon for which he will be paid at the overtime rate if required to work on these day(s).

9.46 (1 May 04) Absenteeism Discipline

- 9.46.01 Should investigation of a case of absenteeism fail to disclose a bona fide reason, Management may discipline the absentee as follows:

First case – warning.

Second case – up to three (3) days' layoff.

Third case – suspension subject to discharge.

- 9.46.02 It is understood that should an employee have a clear record for a twelve (12) month period between the first and second case, or between the second and third case or after the third case, the record shall be considered clear and any disciplinary record will be destroyed. Disciplinary action under these rules shall be subject to the Grievance Procedures.

RULES FOR SHIFT MILLWRIGHTS

- 9.60 **Vacations** - The Company maintains maximum seven (7) in total. If less than six (6) from the day crew, allow maximum two (2) from the shift crew. Vacations have priority over floaters. For vacation purposes, the two groups will be considered separate. Vacations will be allowed, based on mill seniority. Shift relief millwrights will be in the day millwright group for vacation purposes.
- 9.61 **Reliefs** - There will be three (3) millwrights used for shift relief based on department seniority. The Company will attempt to assign the relief equally amongst these three. If there is a long absence, the junior shift relief will be assigned to it. On two-week vacations, etc., the same man will be used for both weeks. Relief Millwrights when replacing regular shift personnel will work a five (5) day forty (40) hour week unless assigned to 6-3. When an absence occurs in the shift group it will be determined, where possible, how long the absence will be:
- 9.61.01 If the absence will be four (4) work cycles or more, the junior relief man will be assigned to replace the absent shift man, as soon as practical, and the relief will follow the 6-3 schedule of the man he is replacing.
- 9.61.02 If the absence period is unknown after one (1) work cycle, the junior relief man will be assigned to replace the absent shift man as soon as practical, and the relief will follow the 6-3 schedule he is replacing.
- 9.61.03 Once the absent employee returns, the relief man will be re-assigned to day work one (1) day extra (straight time) if required to make up lost paid hours due to working the 6-3 schedule (exclusive of overtime).
- 9.62 **General**
- 9.62.01 The reliefs when relieving the shift millwrights will work in accordance with 9.20.02. If a Statutory Holiday falls in a week in which a relief millwright is working as both a shift and day millwright, he will be considered as a day worker for purposes of the Statutory Holiday.

9.62.02 Day shift millwrights will not be replaced. Shift millwrights on the 4-12 and 12-8 shifts will be replaced by either:

- a) straight time
- b) for first absence when short notice is given the shift man will work a double
- c) by splitting shifts

9.62.03 If a senior millwright decides to go on shift, he must notify the Company in writing before the start of a nine (9) week cycle closest to the start of a calendar year. The employee would then stay on shift for a period of not less than fifty-four (54) weeks and will remain on shift until notice is again given in writing indicating his intention to come off shift.

9.62.04 The hours of work for shift millwrights will be 7:30 – 3:30, 3:30 – 11:30, 11:30 – 7:30.

10 PAPER MACHINE BREAKDOWN OR REBUILD

10.01 Breakdown/Rebuild

10.01.01 In the event of a breakdown of a paper machine of three (3) days or less (including the shift on which the breakdown occurs), machine rebuilds 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.

10.01.02 Shift workers may be scheduled to work with day crews during these shutdowns and if so scheduled, will work day hours.

10.02 No protection from layoff is afforded if the machine shutdown is initiated by market conditions (high inventory of finished goods) and the shutdown is five (5) days or more even if maintenance is performed during this outage.

11 WIRE CLAUSE

11.01 All employees called into the mill, or held over at the completion of their shift to assist in changing a wire on one machine will be paid six (6) hours. Two and one-half (2.5) hours will be considered the period required for changing wires, and time worked by these employees on a wire change exceeding this two and one-half hour (2.5) period will be paid at time and one-half (1.5).

- 11.02 If, during a wire change a second or subsequent wire change is initiated before the wire change has reached the stage where all the spacer blocks have been replaced, the crew will be paid six (6) hours plus time and one-half (1.5) for the time worked beyond two and one-half (2.5) hours. If the initial, second or subsequent, wire change(s) have progressed beyond the aforementioned stage(s), the crew will be paid six (6) hours for each wire change initiated.
- 11.03 If the wire crew commences to put a wire on a machine before the end of their regular work period, and continues such work after the end of their work period, they shall be paid for the hours worked plus not less than one (1) hour to cover overtime.
- 11.04 When paper machines operate on a seven (7) day basis the millwright assisting in putting on wires will receive six (6) hours pay and two (2) hours will be deducted from the regular hours of work.

12 MILL RULES

- 12.01 It is agreed and understood that all rules and regulations issued by the Company, including safety regulations, which do not conflict with the provisions of this agreement, are affirmed and will continue in force during the life of this agreement and any extension thereof.

13 DISCIPLINARY ACTION

- 13.01 (16 Jul 04) For disciplinary action which may involve a written warning or greater consequence, the employee must be accompanied by a Union representative, and shall be given two (2) hours notice prior to such meeting.
- 13.02 Except for a discharge due to assault of a fellow worker or supervisor, theft, sabotage, sale of drugs on Company property, arson or refusal to perform assigned work, an employee whom the Company discharges shall be returned to active work once the Union has referred a grievance to arbitration. The employee will then remain at work until such time as the Arbitration Board renders a decision. If arbitration up-holds the discharge of the employee returned to work, the discharge will be instituted after receipt of the arbitration decision.

14 SAFETY SHOES

- 14.01 (16 Jul 04) The Company will pay the following towards the purchase of an employee's protective footwear:

Effective Jul 16, 2004	\$77.50
Effective May 1, 2005	\$85.00
Effective May 1, 2006	\$92.50
Effective May 1, 2007	\$100.00
Effective May 1, 2008	\$107.50

15 CLOTHING REPLACEMENT

- 15.01 (1 May 04) The Company will replace employee's work clothing where this has been destroyed through the fault of the Company and not through normal wear and tear. In case of misunderstanding between the employee and his supervisor, the matter will be brought to the attention of the Superintendent who will settle such misunderstanding.

- 15.02 (1 May 04) Employees who are regularly classified as Painters will be provided with replacement painters coveralls when replacement is required as a result of spray painting.

The Maintenance Superintendents will requisition such clothing through the Stores Department.

16 TOOL REPLACEMENT

- 16.01 The Company will repair or replace broken hand tools with kind that are turned in to the supervisor.
- 16.02 (1 May 04) The Company will provide one (1) pair of coveralls (smock) and an annual tool allowance of \$150.00 will be paid to Class "A" mechanics with three (3) years' seniority as "A" mechanics. The initial payment will be made upon completion of the third year as a Class "A" Mechanic with the Company. Subsequent annual payments will be made during January of each year.

17 TRAINING/EDUCATION COURSES

- 17.01 In the interest of a safe and efficient operation, the Company recognizes the need for adequate training. It is not prepared to commit to a set period of time for each individual. However, every effort will be made to avoid training on the midnight shift and to assure once the training has started, that it will continue uninterrupted until completed.
- 17.02 The Company agrees that when establishing a training program, the Local Union Committee will be consulted and asked for their input.

18 PROVISION OF MEALS

- 18.01 An employee required to work overtime and who works one (1) hour will be entitled to a meal allowance. For each four (4) hours of overtime worked beyond the first hour, he will be entitled to an additional meal allowance. A maximum of twenty (20) minutes is to be allotted in which to obtain a meal.
- 18.02 Employees who are called into the mill in an emergency shall be provided with a meal allowance when required to work past a normal meal time. Circumstances regarding the work being performed will govern whether an employee is granted the twenty (20) minutes maximum allowance or the normal meal time.
- 18.03 (16 Jul 04) For each meal allowance, the employee will be entitled to the amount shown in the table below:

Effective Jul 16, 2004	\$9.25
Effective May 1, 2005	\$9.50
Effective May 1, 2006	\$9.75
Effective May 1, 2007	\$10.00
Effective May 1, 2008	\$10.25

19 JOB SECURITY

- 19.01 **Objective** - The Company and the Union recognize that technological change, while necessary to the industry, may have an impact on employees through a reduction or reorganization of the work force. It is the purpose of the following provisions to assist employees in adjusting to the effects of such change.
- 19.02 **Definition of Technological Change** - Technological change shall include automation, mechanization, process change and the introduction or elimination of equipment.

- 19.03 **Required Notice** - The Company must advise the Union as soon as possible, and in any case not less than one hundred and twenty (120) days before the introduction of any technological change which the Company has decided to introduce. The Company agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to jointly consider practical ways and means of minimizing the adverse effect on employees displaced by such change. Such discussions will be held as soon as possible following notification of the Union of impending technological change, and in any case not less than sixty (60) days prior to the expected date of the change.
- 19.04 **(1 May 04) Seniority Status** - In the event that it is necessary, crews will be reduced in accordance with the Seniority Article of this Agreement (Section 20). If an employee with one (1) 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 his previous job for a period of six (6) months. At the end of the six (6) months period, the rate of the job to which he is assigned will apply. Seasonal or Labour Pool employees are not covered by this clause.
- 19.05 **(1 May 04) Severance** - If an employee with eighteen (18) months or more continuous service is to be laid off due to job elimination, under the conditions set forth above, the provisions of Section 34 - SEVERANCE PAY in this agreement will apply.

20 SENIORITY

20.01 For the purpose of this agreement "seniority" shall be defined as follows:

- a) Mill Seniority – it shall mean the length of continuous service an employee works with the Company.
- b) Department Seniority – it shall mean the length of continuous service an employee works in a particular department once posted to that department.
- c) Job Seniority – for record purposes, it shall mean the length of continuous service an employee works on a particular job gained through a permanent job posting or a permanent promotion in the line of progression. However, in the case of the line of progression, an employee may hold seniority over a frozen employee as a result of a temporary promotion provided he has worked on a higher job classification at some point in time. For Tradesmen, it shall mean the length of continuous service as an "A" Tradesman.

20.02 (1 May 04) Promotions in a line of progression within a department will be made on the basis of the employee with the greatest job seniority, subject to the condition that consideration be given to skill and ability and the employee capability for promotion to higher occupations in the department. The initial decision in such matters to be the responsibility of the management. If necessary, the senior employee concerned, shall be given a ten (10) day trial period on the promotional job. At the end of the trial period, an evaluation will take place if required with the employee, a representative of the Local,

and the Department Superintendent. If unable to qualify for the position, he will be returned to his former position with full seniority.

- 20.03 In the event of a reduction in the work force in a department, employees will be demoted first by reverse job seniority and secondly by reverse department seniority. From that point, they will be sent to the central pool and laid off by mill seniority. Employees will be recalled in order of mill seniority with the Company. In each of the above cases, employees who remain, or are recalled have the skill and ability to satisfactorily perform the available work.
- 20.04 (16 Jul 04) When an employee is laid off due to a lack of work, his service record with the Company will not be broken, and will not be interrupted for up to twelve (12) months or his length of recall, whichever is less, providing he returns to work within seven (7) days of notification. After he accumulates the additional seniority up to twelve (12) months, his service will not be broken but will be interrupted until he is recalled, providing he returns to work within seven (7) days of notification. An employee's recall rights will be for twenty-four (24) months or equal to his seniority whichever is less. It is the responsibility of the laid off employee to keep the employment office advised of his current address and telephone number. An employee's participation in the various benefit plans will be suspended during the period of layoff unless otherwise provided in each individual plan. However, when recalled, the employee will be entitled to continue his participation in these plans without having to submit to the waiting period prescribed in each plan.

21 CONTRACTING OUT

- 21.01 The Company will not contract out maintenance work or repair work on the premises which is regularly performed by employees in the bargaining unit if the Mill is equipped, if crews are available and if employees are capable of doing it and if the work is to be performed on the premises.
- 21.02 The Company is under no obligation to have maintenance or project trades work performed on overtime by mill employees to avoid contracting out.
- 21.03 No employee in the bargaining unit shall be laid off as a direct result of contracting out of bargaining unit work.
- 21.04 Subject to 21.01 above, when it becomes necessary to contract out work, the Company will make every effort to assure that the contractor selected will employ union labour. Only when this is not possible will contractors employing non-union labour be used. This commitment will also apply, where possible, to the use of trucks in the Mill Yard, but will not apply to truckers selected by our customers or suppliers.

22 EFFICIENT ASSIGNMENT CONCEPT

22.01 The Efficient Assignment Concept is designed to improve the efficiency, enhance the skill level of employees, improved productivity and the long-term employment security of plant employees at the Thorold Mill. An employee's primary job duties will be to tasks associated with his classification and department. However, the employee may be required to perform work outside his normal job duties, either in his own department or other departments. The main elements of the Efficient Assignment Concept may be summarized as follows:

22.02 Production Workers

- 22.02.01 Production employees may be assigned to tasks in other departments in the event of the partial or total shutdown of operations of their department. Departmental seniority and skill and ability to perform the task required will be taken into consideration when determining which employees are to be assigned.
- 22.02.02 Employees will be paid at the rate of their permanent hourly job classification rate or at the rate of the job to which they are assigned, whichever is greater.
- 22.02.03 Production employees will assist other production employees as required.
- 22.02.04 When required, a production employee will perform tests and inspections related to the operation of the mill process and associated equipment in their department.
- 22.02.05 A production employee will carry out some maintenance and repair work in his department as well as adjustments to his equipment as part of the normal job duties.

22.03 Maintenance and Project Trades

- 22.03.01 Maintenance and Project Trades employee will carry out all work for which he has the capabilities regardless of his trade. The Company will however continue to recognize the specific skills tradesmen have acquired through provincial certification and practical experience and will apply these skills in a logical manner.
- 22.03.02 A Maintenance and Project Trades employee may be called upon the Company to assist a production employee and vice versa as part of the normal job duties. A Maintenance and Project Trades employee will not be assigned to displace an operating employee and vice versa.

22.04 Permanent and temporary vacant jobs will be filled only when judged necessary by the Company.

22.05 Job Security

- 22.05.01 Only employees named listed in Table 22.1, Table 22.2, and Table 22.3 will not be laid off as a direct result of any improvements caused by the implementation

of the Efficient Assignment Concept. This protection does not apply to any other conditions unless such protection is specifically provided by other provisions of the collective agreement.

- 22.05.02 Employment security as defined for employees name listed in Table 22.1 – (1 May 04) Permanent Employees Posted to a Classified Position will ensure that these employees will continue to work a full schedule without any loss of time resulting from the implementation of the Efficient Assignment document.
- 22.05.03 Employment security as defined for employees name listed in Table 22.2 – (1 May 04) Permanent Employees Posted to a Classified Spare Pool Position will ensure that these employees will continue to work a full schedule without any loss of time resulting from the implementation of the Efficient Assignment document.
- 22.05.04 For clarification of past practice employment security as defined for employees name listed in Table 22.3 – (1 May 04) Employees in Central Labour Pool will not ensure that these employees will work a full schedule.
- 22.05.05 Those employees identified in Table 22.1, Table 22.2, and Table 22.3 will cease to be covered by the said protection when:
 - a) The employee retires or reaches age 65 whichever comes first.
 - b) The employee is terminated for cause.
- 22.05.06 No tradesman will perform work of another trade when a tradesman of that trade name listed in Table 22.1 is laid off.
- 22.05.07 The Company will continue to recognize individual seniority rights for the respective existing primary trades and locals.
- 22.06 The above provisions replace all practices and/or verbal or written agreements which contravene or prevent the application of this Efficient Assignment Concept.
- 22.07 The Unions agree they will not initiate any jurisdictional disputes arising out of the direct results of the above agreement.
- 22.08 “Production employee(s)” is meant to identify those employees in the various collective agreements other than those identified in item 22.03.01 “Maintenance and Project Trades employee(s)”.
- 22.09 **Training** - The Company will identify and supply training required for the above, in order for the Efficient Assignment Concept to take effect progressively and safely.
- 22.10 **Tools** - Tools required by tradesmen and “production employees” in order to perform duties outside of their trade and/or to perform the functions outside their trade, will be made available on an as needed basis.
- 22.11 **Call-Ins** - For call-ins, predominant trade required, will be called.

22.12 (16 Jul 04) The Union may request an update to Table 22.1, Table 22.2, and Table 22.3, as of November 1, 2006.

Table 22.1 – (1 May 04) Permanent Employees Posted to a Classified Position

Finishing and Shipping		
1424 Bernard, Derek	0549 Egerter, Wayne	1676 Orth, David
1752 Bernard, Stephanie	1660 Eller, Rebecca	0211 Pendykoski, Ed
1721 Bernava, Luke	1750 Eymann, Brent	0855 Piech, John
0599 Bland, Allan	0513 Fracasis, Elio	0838 Presutti, Cesare
0593 Caperchione, Pat	0585 Gale, Kevin	0609 Richer, Daniel
0598 Ciancio, Brad	0234 Giancola, Tino	1661 Rietveld, Ted
1671 Coburn-Deguire, Karen	1788 Klodnicki, Jan	1674 Rowdon, Liana
0586 Coplen, Steve	1299 Macoretta, Franco	1759 Williams, James
0846 DiSanto, Nicola	1095 Michel, Albert	1517 Wilson, Jennifer
Yard	Effluent Treatment Plant	Hoist & Locomotive
0437 Ashick, Robert	1422 Carella, Christopher	0887 Hough, Douglas
1126 DiMarco, Stan	1670 Culp, Robert	1287 Huisbrink, Hans
1725 Roberts, Stanley	1151 Krawchuk, Steven	1155 Mancini, Vincent
1320 Sarcino, Thomas	0451 Morris, Peter	0884 Nasato, John
	1548 Sentance, Frank	1235 Savigny, John
		0830 Relic, Nick
Janitors	Core Room	Stores
0849 DiVizio, Danny	0226 Abernathy, Sue	1733 Cotroneo, Joseph
0828 Ferland, David	1758 Landon, Anita	0515 Gronski, Michael
	1677 O'Doherty, John	1691 Jaeger, Brian
Technical	1168 Read, William	1184 Vizzari, Angelo
1330 Covatta, Frank		
0149 Creamer, Bruce		Painter
1763 DiRamio, Allen		1077 Gale, William
0878 Duckett, Leslie		
0816 MacCarthy, David		
1479 Stewart, Robert		
0535 Turner, Mark		

Table 22.1 – (1 May 04) Permanent Employees Posted to a Classified Position

Flotation De-ink Pulping		
0869 Alexander, Dave	0917 Edwardson, Kenneth	0684 Porco, Eugene
1031 Begin, Marcel	1512 Geddes, Tim	1107 Rakus, Gary
1104 Bourque, Jack	1298 Goupil, Pierre	0442 Ranger, Charles
0307 Bourque, Jean-Guy	0898 Hastings, James	1768 Reeds, William
1694 Constant, Richard	1514 Hayes, Matt	1033 Scheers, Ted
1570 Corner, Michael	1743 Hopkins, Justin	1469 Shara, Dennis
0204 Dell 'Omo, Mario	0213 Hoven, Kevin	1286 Upper, Keith
1658 DiFranco, Pete	0881 Johnston, Douglas	1243 VanLaar, John
1784 Durette, Edward	0322 Lienert, Gerry	1756 White, Kerry
	1283 Paone, Frank	0218 Wilson, William
Maintenance		
0237 Baloga, Eric	0716 Horvath, James	1216 McKie, Craig
1419 Barclay, James	0934 Hradsky, Jerry	1219 McMillan, Robert
1772 Ciancio, Anthony	0297 Kauppinen, Andy	1217 McRae, Len
1777 Dandy, Ron	0575 Keighan, Dan	0574 Munderich, George
0714 Davies, Brian	1376 Kenny, John	0553 Plouffe, Andre
1397 Di Biasi, Vince	1215 Kolbuc, Chris	1453 Sagloski, Philip
0562 DelGobbo, Anthony	0870 Kulchar, Steve	0726 Touhey, Michael
1268 Deurloo, Jacobus	1218 Latour, Ed	0543 Villella, Frank
1270 Devitt, Paul	0205 Lepp, Gary	1263 Wawruszczak, Stan
	0717 Mateyk, Bob	0713 Weems, Raymond
Employees on LTD/LTWSIB		Oilers
0880 Bulitz, Raymond	0747 McCabe, George	1014 Bourque, Rene
1709 Kiss, Robert	1762 McKinnon, Terrence	0824 Riddle, Lawrence
1443 Kovacs, John	0525 Tortyna, Edward	1740 Thomas, Jean-Paul
0817 Levasseur, Paul	0845 Woodhouse, Ron	

**Table 22.2 – (1 May 04) Permanent Employees Posted to a
Classified Spare Pool Position**

Finishing and Shipping	Technical	Oilers
0240 Pankoff, John	0421 Mueller, Chris	1011 Klein, Cornelius
0592 Braun, Ursula	0215 Savoia, Vince	
	0286 Cain, Marvin	
	Stores	Effluent Treatment
	1021 Egerter, Ken	1510 Kerr, Stephen
		1716 Sentance, Ken

Table 22.3 – (1 May 04) Employees in Central Labour Pool

Employees in Central Labour Pool		
0491 DiPompeo, Paolo	0235 Kerr, Donald	0948 Stemplowski, Stanley
0222 Faragalli, Anthony	1735 McCook, Donald	0230 Tanko, John
1774 Fulton, Alex	0416 Muir, Glenn	0568 Tirone, John
1781 Ingoldsby, David	0597 Penner, Jae	0287 Vandyk, James
0216 Jenne, Glenn	0243 Saxton, Tanya	0638 Young, William
	0245 Shara, Jeff	
Employees on LTD/LTWSIB		
1059 Bohunicky, Valerian		
1680 Egerter, Jeramy		
0214 Hewko, Peter		
1726 Upper, Dennis		

23 GENERAL EMPLOYMENT SECURITY

23.01 (1 May 04) All employees holding a classified position on May 1, 2004 shall retain their employment at the mill, excepting the event of any of the following situations:

- a) technological change
- b) whole/partial mill or department shutdown
- c) shutdown due to lack of orders and/or market conditions
- d) fortuitous event (Act of God) or situation beyond the Company's control
- e) termination for cause
- f) attrition (death, voluntary resignation, early retirement or reaches age 65 whichever comes first)

23.02 The employees name listed in Table 23.1 and Table 23.2 that are covered by this provision will include employees required for vacation and floater replacements, calculated on annual basis and classified positions currently vacant.

23.03 Employees name listed in Table 23.3 will transfer to Table 23.2 in order of seniority as those employees name listed in Table 23.2:

- a) retire or resignation
- b) death or terminated for cause
- c) accept posting into a classified position or classified spare positions

23.04 This employment security is not a guarantee of a minimum number of hours of work per week.

Table 23.1 – (1 May 04) Permanent Employees Posted to a Classified Position

Finishing and Shipping		
1424 Bernard, Derek	0549 Egerter, Wayne	1676 Orth, David
1752 Bernard, Stephanie	1660 Eller, Rebecca	0211 Pendykoski, Ed
1721 Bernava, Luke	1750 Eymann, Brent	0855 Piech, John
0599 Bland, Allan	0513 Fracasis, Elio	0838 Presutti, Cesare
0593 Caperchione, Pat	0585 Gale, Kevin	0609 Richer, Daniel
0598 Ciancio, Brad	0234 Giancola, Tino	1661 Rietveld, Ted
1671 Coburn-Deguire, Karen	1788 Klodnicki, Jan	1674 Rowdon, Liana
0586 Coplen, Steve	1299 Macoretta, Franco	1759 Williams, James
0846 DiSanto, Nicola	1095 Michel, Albert	1517 Wilson, Jennifer
Yard	Effluent Treatment Plant	Hoist & Locomotive
0437 Ashick, Robert	1422 Carella, Christopher	0887 Hough, Douglas
1126 DiMarco, Stan	1670 Culp, Robert	1287 Huisbrink, Hans
1725 Roberts, Stanley	1151 Krawchuk, Steven	1155 Mancini, Vincent
1320 Sarcino, Thomas	0451 Morris, Peter	0884 Nasato, John
	1548 Sentance, Frank	1235 Savigny, John
		0830 Relic, Nick
Janitors	Core Room	Stores
0849 DiVizio, Danny	0226 Abernathy, Sue	1733 Cotroneo, Joseph
0828 Ferland, David	1758 Landon, Anita	0515 Gronski, Michael
	1677 O'Doherty, John	1691 Jaeger, Brian
Technical	1168 Read, William	1184 Vizzari, Angelo
1330 Covatta, Frank		
0149 Creamer, Bruce		Painter
1763 DiRamio, Allen		1077 Gale, William
0878 Duckett, Leslie		
0816 MacCarthy, David		
1479 Stewart, Robert		
0535 Turner, Mark		

Table 23.1 – (1 May 04) Permanent Employees Posted to a Classified Position

Flotation De-ink Pulping		
0869 Alexander, Dave	0917 Edwardson, Kenneth	0684 Porco, Eugene
1031 Begin, Marcel	1512 Geddes, Tim	1107 Rakus, Gary
1104 Bourque, Jack	1298 Goupil, Pierre	0442 Ranger, Charles
0307 Bourque, Jean-Guy	0898 Hastings, James	1768 Reeds, William
1694 Constant, Richard	1514 Hayes, Matt	1033 Scheers, Ted
1570 Corner, Michael	1743 Hopkins, Justin	1469 Shara, Dennis
0204 Dell 'Omo, Mario	0213 Hoven, Kevin	1286 Upper, Keith
1658 DiFranco, Pete	0881 Johnston, Douglas	1243 VanLaar, John
1784 Durette, Edward	0322 Lienert, Gerry	1756 White, Kerry
	1283 Paone, Frank	0218 Wilson, William
Maintenance		
0237 Baloga, Eric	0716 Horvath, James	1216 McKie, Craig
1419 Barclay, James	0934 Hradsky, Jerry	1219 McMillan, Robert
1772 Ciancio, Anthony	0297 Kauppinen, Andy	1217 McRae, Len
1777 Dandy, Ron	0575 Keighan, Dan	0574 Munderich, George
0714 Davies, Brian	1376 Kenny, John	0553 Plouffe, Andre
1397 Di Biasi, Vince	1215 Kolbuc, Chris	1453 Sagloski, Philip
0562 DelGobbo, Anthony	0870 Kulchar, Steve	0726 Touhey, Michael
1268 Deurloo, Jacobus	1218 Latour, Ed	0543 Villella, Frank
1270 Devitt, Paul	0205 Lepp, Gary	1263 Wawruszczak, Stan
	0717 Mateyk, Bob	0713 Weems, Raymond
Employees on LTD/LTWSIB		Oilers
0880 Bulitz, Raymond	0747 McCabe, George	1014 Bourque, Rene
1709 Kiss, Robert	1762 McKinnon, Terrence	0824 Riddle, Lawrence
1443 Kovacs, John	0525 Tortyna, Edward	1740 Thomas, Jean-Paul
0817 Levasseur, Paul	0845 Woodhouse, Ron	

Table 23.2 – (1 May 04) Employees Posted to Departmental and Central Labour Pools (necessary for vacancy relief)

Employees Posted to CLP/DLP/PM Spares and Steam Plant Spares	
1	1735 McCook, Donald
2	0532 DeNapoli, Vince
3	1011 Klein, Cornelius
4	0915 VanKleef, Jerry
5	1774 Fulton, Alex
6	1781 Ingoldsby, David
7	1021 Egerter, Kenneth
8	1766 Storm, Alan
9	0215 Savoia, Vince
10	0216 Jenne, Glenn
11	0222 Faragalli, Anthony
12	0948 Stemplowski, Stanley
13	0416 Muir, Glenn
14	0287 VanDyk, James
15	0286 Cain, Marvin
16	0421 Mueller, Chris
17	0638 Young, William
18	0491 DiPompeo, Paolo
19	1716 Sentance, Ken
20	1510 Kerr, Stephen
21	0568 Tirone, John
22	0595 Gasbarrino, John
23	0594 Helmink, Rob
24	0591 Kramar, Brady
25	0597 Penner, Jae

Table 23.3 – (1 May 04) Employees Posted to Departmental and Central Labour Pools

Employees Posted to CLP/DLP/PM Spares and Steam Plant Spares			
26	0590 Thin, Rhonda	34	0239 Risi, Lorenzo
27	0592 Braun, Ursula	35	0238 Lacroix, Valerie
28	0588 Continelli, John	36	0240 Pankoff, John
29	1605 Nowicki, Chris	37	0245 Shara, Jeff
30	0608 Stock, Randy	38	0246 Bianchi, John
31	0233 Girgenti, Lisa	39	0235 Kerr, Don
32	0230 Tanko, John	40	0243 Saxton, Tanya
33	0241 Basile, Rob	41	0506 Begin, Robert
	Employees on LTD/LTWSIB		
	1059 Bohunicky, Valerian		
	1680 Egerter, Jeramy		
	0214 Hewko, Peter		
	1726 Upper, Dennis		

24 PROJECT TRADES DEPARTMENT

24.01 (1 May 04) To provide the flexibility to permit the Company to accomplish designated project work in a manner which is efficient and economic and also to perform as much of this work as possible by Abitibi Consolidated Company of Canada - Thorold tradesmen who would otherwise be affected by downsizing, the Company proposes to establish a "Project Trades Department" at the time that downsizing occurs.

24.01.01 This department will work mainly on project work as listed in the Company's Capital Plan. The services of contractors will be required for large and/or specialized projects or to supplement manning for short duration work with high manpower requirements.

24.01.02 Once each year after finalization of the Capital Plan, the Company will meet with the Locals involved to review the Plan and advise them of the work to be done. Other project work not included in the capital plan will be reviewed with the Locals if being contracted out.

24.02 (1 May 04) The Project Trades Department will operate in the following manner:

Crewing – To address the situation created by downsizing, the following employees will be designated as "regular members" of the Project Trades Department. They are in order of department seniority as follows:

The members of the Project Trades Department as of May 1, 2004 are:

IBEW, Local 914:

IAM, Local 268:

UAPS, Local 666:

Because of the variable nature of project type work, the number of employees in the department who are working at any point in time will be determined by the Company. Employees listed above who are on temporary lay off because of lack of work in the Project Trades Department will have recall rights following their date of layoff for a period of time equal to their mill seniority to a maximum of eighteen (18) months.

The total number of employees in the Project Trades Department will be determined by the Company. Over time the number of "regular employees" in the Project Trades Department will be reduced by attrition, as employees in the list above either move into the mill maintenance department to fill vacancies as required or terminate their employment with the Company. The resulting vacancies in the Project Trades Department may be filled by "new employees".

Temporary tradesmen with seniority less than December 31, 1986 currently working in the mill maintenance department will continue in their present assignments as long as the work for which they were temporarily hired is available. When laid off, the recall provision of the Collective Agreement will apply.

24.03 Terms of Employment - When it becomes necessary to fill a permanent position in the Maintenance Department, employees within the Project Trades Department will have first preference by trade jurisdiction to transfer to the vacant position. The selection will be in accordance with the appropriate seniority clause in the applicable Collective Agreement. In the event of a reduction of maintenance crews, affected employees will displace the most junior employees of their trade jurisdiction in the "Project Trades Department", who would then in turn be laid off. The selection will be in accordance with the appropriate seniority clause in the applicable Collective Agreement.

Employees from the Project Trades Department will assist mill maintenance tradesmen for scheduled shut downs, statutory holiday shut downs, and other work as necessary. Employees from the Maintenance Department may be assigned temporarily to the Project Trades Department to gain experience in new installations. The vacancies created in the Maintenance Department may be filled by Project Trades Department personnel. Also from time to time employees from the Project Trades Department may be assigned to work with a Contractor.

When on lay-off, employees on the Project Trades Department recall list will be called back to work in order of seniority within the trade jurisdiction. It is the employee's responsibility to notify the Company of his address and phone number at the time of lay-off and promptly if there is a change. The Company will attempt to contact those employees required from the recall list. Employees are required to report for work as directed, with at least forty-eight (48) hours notice.

Unless the Company is in receipt of a written waiver of recall specifying the unavailability of a laid off employee for a maximum of fifteen (15) working days, failure to report when a minimum of five (5) consecutive days work has been offered will result in the employee being dropped to the bottom of the recall list. Manpower deficiencies may be made up by a contractor. In the event of a layoff in the Project Trades Department, employees will be given notice as per the legislation including the provisions for hiring for a term or task.

All other existing terms and conditions of employment will continue subject to the following modifications:

- 24.03.01 The Company will select hourly rated supervision for the Project Trades Department as required.
- 24.03.02 Employees in the Project Trades Department will not be part of maintenance call-in list. They may be called in for work, which has been assigned to the Project Trades Department. Only in situations where maintenance trades are unavailable would they be called in for maintenance work. If called in, they would be paid as per the appropriate call-in clause in the Collective Agreement.
- 24.03.03 The department will not be subject to the equalization of overtime clause in the Collective Agreements. However, if problems occur on this matter, both parties will seek a procedure to administer the distribution of overtime.
- 24.03.04 All employees not listed in 24.02 will be "new employees".

24.04 New Employees

- 24.04.01 It is mutually understood that new employees will serve a probationary period consisting of the first one hundred and twenty (120) working days. The Company may dismiss a probationary employee for any reason provided it does not act in bad faith and that this constitutes a lesser standard as outlined in Section 43.1 (2) of the Ontario Labour Relations Act.

If the employee satisfies this probationary period, the employee's seniority will be retroactive to his date of hire and he will be eligible for all benefits as provided for in the labour agreement. It is further understood that all new employees will be advised of this condition of employment when being interviewed and/or hired by the Company. A list of the rules applying to this department will be given at time of hiring.

- 24.04.02 "New employees" who have completed their probationary period will have recall rights for a period of time equal to their accumulated seniority to a maximum of eighteen (18) months.

24.05 Work Practices

- 24.05.01 In general, tradesmen will use welding equipment that they have been or will be trained to use and will assist the trade with whom they are working. For tradesmen other than members of IAM Local 268, welding will be considered an associated skill. The Company will provide the necessary training to qualify the required number of tradesmen in each jurisdiction. It is understood that a tradesman will weld as required while performing the normal functions of his trade. Tradesmen in jurisdiction other than Local 268 will not perform welding when "regular" Local 268 welders are on layoff. Members of IAM Local 268 working in the Project Trades Department will weld with all trade jurisdictions. They will assist in the work being done by obtaining and bringing to the job site, material to be welded and assisting in the positioning of fabricated parts or pipe.

- 24.05.02 Tradesmen will perform rigging. It is expected that millwrights, pipefitters and carpenters will do all of the rigging required in their respective trades. Electricians and instrument mechanics will do basic rigging and will assist millwrights for more complicated E&I installations.

- 24.05.03 Other existing work practices will continue subject to the above modifications.

- 24.05.04 Tradesmen will not be required to perform work that they are not qualified to do.

24.06 General

- 24.06.01 The foregoing provisions will not restrict the Company from adding to or deleting the number of employees it requires for the work available.
- 24.06.02 In the event of any conflicts with the provisions of any of the collective agreements, the provision of this agreement will prevail for the Project Trades Department.

25 DEPARTMENT SPARE POOLS

25.01 (1 May 04) Departments for which there is a Departmental Spare Pool:

- a) Paper Mill
- b) Technical and Effluent Treatment
- c) Wrapper Machine
- d) Stores
- e) Core Room
- f) Oiler

25.02 When vacancies occur in a line of progression, the departmental pool employees will move into the bottom position and continue to move up and down the line of progression in a normal fashion in accordance with the collective agreement, without moving through the isolated job positions.

25.03 (1 May 04) For future vacancies, employees applying for departmental pool positions will be awarded the position by mill seniority, subject to the condition that consideration be given to skill and ability and the employee's capability for promotion to higher occupations in the department. The assessment of ability will be based on successfully passing the "qualifying test" where such a test is required and a trial period of one (1) week on the job as stipulated in 26.04.02.

25.04 Procedures to be followed when employees are to be tested for vacant positions:

- 25.04.01 The job posting will indicate that successful passing of the test will be required in accordance with 25.05.
- 25.04.02 Time for taking the test will be arranged so as no employee will be required to write the test when coming off the 12-8 shift.
- 25.04.03 Employees taking the test will be given a copy of three (3) sample questions at least twenty-four (24) hours prior to writing the test.
- 25.04.04 Employees who fail the test by five (5) marks or less, will be allowed to rewrite the test within three (3) calendar days, providing that if he passes the test, his seniority would entitle him to the job.

25.05 (1 May 04) To successfully pass the test, the following minimum marks will be required for acceptance in the respective departments.

Paper Mill	65%
Technical & Effluent Treatment	65%
Wrapper Machine	55%
Stores	55%
Core Room	55%
Oiler	65% (Mechanical Bennett)

25.06 (1 May 04) On an on-going basis, employees remaining in the Central Labour Pool will be assigned available work on the basis of Mill Seniority provided they have the skill and ability to do the job in question. Employees must pass the “qualifying test” to relieve on jobs which require the test. All employees in the Central Labour Pool will relieve in the following isolated positions according to the employee with the greatest mill seniority. For purposes of clarity, these procedures do not guarantee that the senior employee will be assigned to the highest paid position on a day to day basis.

Material Handling

FDI Warehouseman (Note: will become part of FDI line of progression 16 Jul 2005 as per Appendix B)

Newsprint Trucker

Yard Labourers

Head Locomotive Switchman

Locomotive Switchman

Lift Truck Operator (Yard)

Truck Driver

Shunter Driver

Bob Cat Operator

Loader Operator

Administration

Janitors

and any other jobs that may be agreed to between the parties during the life of the collective agreement.

26 JOB POSTING

26.01 (1 May 04) When vacancies occur in a department, the Company shall post within ten (10) working days notices concerning the bottom job in the department affected. The notices will include job description, qualifications required, job classification and the wage rate. Such posting shall be for ten (10) working days and the Company shall have the right to make a temporary appointment without penalty.

Within thirty (30) days of the posting coming down, the Company will make its selection. Selecting the employee for the permanent appointment will be made on the basis of the

senior mill employee, subject to the condition that consideration be given to skill and ability and the employee's capability for promotion to higher occupations in the department.

A copy of the job posting shall be sent to the Union with a list of all applicants and the Company's selection. Employees who are on vacation, leave of absence, sick or accident leave will be given an opportunity to apply for the vacancy, provided they make their intention known to the Company in writing prior to or during their absence.

26.02 Where it is anticipated that the duration of a temporary job vacancy will be three (3) or more months, these jobs (where there is not a recognized incumbent) shall be posted.

26.03 A permanently posted employee who is absent from work on Long Term Disability or Worker's Compensation for more than twelve (12) months shall no longer be considered posted to their particular job position and such position or the bottom job in the line of progression shall be posted on a permanent basis.

Should the employee return to work after the opening has been filled the returning employee shall return to the position he would have held had he not been off in the first place. The employee being bumped shall return to the central pool, or in the case of a line of progression he shall be moved down through the line of progression in accordance with the normal rules and the most junior employee shall return to central pool.

26.04 (16 Jul 04) Process

26.04.01 An employee who is selected through the application of this clause will have three (3) days once contacted to accept or decline. Failure to notify in the allowed time will disqualify the employee and the next senior qualified employee will be asked.

26.04.02 Once a position is accepted, the employee will have a job orientation period of one (1) week [five (5) working days for 5-2 and six (6) working days for 6-3] after which the employee must decide to accept, or decline and return to his former position with full seniority. This one (1) week job orientation period will also apply to Departmental Spare Pool.

26.04.03 With the exception of the Apprenticeship program, which includes the Steam Plant, employees accepting a posting to the ETP Departmental Pool or the FDI Control Room, will be restricted from applying for another posting for 18 months.

26.04.04 An employee will be limited to two (2) job orientations in a calendar year.

27 VACATIONS WITH PAY

27.01 After completion of one (1) year of continuous service, each employee is entitled to a vacation with pay in each calendar year under the following conditions.

27.02 Vacation taken in any calendar year shall be based on the work performed in the preceding calendar year, except in the case of new employees as provided in 27.11.

27.03 Management will give due consideration to accumulation of paid vacation if taken between October 1, and May 31, subject to the other provisions of this section.

27.04 (1 May 04) Length of vacations shall be determined as follows:

All employees who have completed service of:

1 year or more are entitled to 2 weeks vacation

4 years or more are entitled to 3 weeks vacation

9 years or more are entitled to 4 weeks vacation

*18 years or more are entitled to 5 weeks vacation

23 years or more are entitled to 6 weeks vacation

* Starting January 1, 2005 - 17 years or more are entitled to 5 weeks vacation

27.05 All employees in the year they attain the following ages and who have completed twenty-five (25) or more years of continuous service will be entitled to the following week(s) vacation with pay in addition to their regular vacation:

Age 60 – - 1 week

Age 61 – - 2 weeks

Age 62 – - 3 weeks

Age 63 – - 4 weeks

Age 64 – - 5 weeks

27.06 Employees taking vacations during the period January 1, to April 30, will receive along with normal vacation pay, an additional four (4) hours' pay per week at their regular rate.

27.07 Three (3) or more consecutive weeks of vacation may be taken, provided that they fall in the period from January 1, to May 31, or October 1, to December 31, all dates inclusive. Only with the consent of Management can this provision be altered. If any part of the vacation period falls within the period June 1, to September 30, a maximum of two (2) weeks of vacation may be taken during this period. These weeks may be taken separately or as two (2) consecutive weeks. Additional vacation weeks in this time period, if available, must be arranged at a time suitable to Management.

27.08 (1 May 04) Requests for vacation will be posted in each department as they are received. Vacation schedules will be subject to the approval of the Superintendent who will give consideration to seniority of service in case two or more employees conflict as to date of vacation.

27.09 Except in determining the first vacation period for new employees, vacation eligibility for any year shall be computed as of January 1, of that year and shall be determined by the number of hours worked in the preceding calendar year as follows:

27.09.01 To qualify for full vacation, an employee on a forty (40) hour schedule must have worked 1,365 hours in the preceding year. On a 37- $\frac{1}{3}$ hour schedule the

employee must have worked 1,293 hours in the preceding year. If an employee has been working on both 40 and 37- $\frac{1}{3}$ hour schedules in the preceding year, he must have worked a minimum of 1,310 hours.

27.09.02 Time lost by an employee due to illness or occupational injury shall be recognized as time worked for vacation purposes. An employee who has been absent from work as a result of illness or occupational injury for one (1) calendar year or more will receive vacation with pay in the first year of his absence but will not be entitled to further vacation pay until after he has returned to work, at which time the employee will be allowed his full accrued vacation entitlement. Time lost by an employee on leave of absence for a period not exceeding thirty (30) working days shall be considered as time worked.

27.09.03 Vacations shall commence with a Sunday and end with a Saturday for employees on a forty (40) hour work week. For those employees on a 37- $\frac{1}{3}$ hour work week and a 6-3 schedule, a week of vacation will commence the first day of the scheduled six (6) day work period and continue for six (6) consecutive days.

27.10 Vacation pay will be based on 2.4% of the previous year's earnings for each week of vacation with the understanding that the weekly vacation pay will not be less than the employee's regular hourly rate in effect at the time of the employee's vacation, multiplied by forty (40).

27.11 A new employee is not eligible for his first vacation until one (1) full year after his original date of employment, except that an employee hired after December 15, of any year may be permitted to take his first vacation on or after December 15, of the following year.

27.12 Notwithstanding any other provision of this Section, no employee shall receive less vacation time allowance nor less vacation pay than that to which he would be entitled under the Employment Standards Act.

28 BEREAVEMENT LEAVE

28.01 Entitlement

28.01.01 When a death occurs to a parent, step-parent, brother, sister, step-brother, step-sister, father-in-law, mother-in-law, grandparent or grandchild of an employee, the employee will be granted leave of absence and shall be paid for eight (8) hours at his regular straight time rate for three (3) consecutive working days lost in a seven (7) day period beginning with the date of death.

28.01.02 When death occurs to a spouse or child of an employee, the employee will be granted leave of absence and shall be paid for eight (8) hours at his regular straight time rate for five (5) consecutive working days lost in a seven (7) day period beginning with the date of death.

28.01.03 When death occurs to a brother-in-law or sister-in-law of an employee, the employee will be granted leave of absence and shall be paid for eight (8) hours at his regular straight time rate for one (1) working day lost in a seven (7) day period beginning with the date of death.

28.01.04 If the death of one of the relatives specified above occurs while an employee is on vacation, the vacation will be interrupted so that employee gets the benefit.

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

28.03 To be entitled to such leave of absence an employee must have thirty (30) or more days of service with the Company and must make application for this payment within thirty (30) days after the time lost.

29 JURY DUTY PAY

29.01 Employees will be reimbursed for the difference between Jury Duty pay and regular straight time rate for scheduled hours lost exclusive of any premium.

30 SUBPOENAED WITNESS

30.01 Employees will be reimbursed for the difference in pay between that of a subpoenaed witness and their regular straight time rate for scheduled hours lost, exclusive of any premium. In the event that the witness is testifying against the Company this Article will not apply.

31 STATUTORY HOLIDAYS

31.01 The following days are recognized as holidays:

	<u>Hours of Statutory Holiday</u>	<u>Hours of Pay</u>
New Year's Day	24	8
+One (1) Consecutive Day	24	8
Canada Day	24	8
Labour Day	24	8
Christmas Day	24	8
Boxing Day	24	8
Day After Boxing Day	24	8
TOTAL	<u>168</u>	<u>56</u>

The actual times for the Christmas and New Year's plus One (1) Consecutive Day Statutory Holidays will be:

Christmas Day, December 24 – 8:00 a.m. to Day After Boxing Day,
December 27 – 8:00 a.m., New Year's Day plus One (1) Consecutive Day,
December 31 – 8:00 a.m. to January 2 – 8:00 a.m.

The Company will make every effort to ensure that all maintenance work is completed by 4:00 p.m. on December 24. Total amount of Statutory Holiday pay and floating pay will be ninety-six (96) hours.

- 31.02 To be entitled to pay for a Statutory Holiday, an employee must have been on the payroll for fifteen (15) days or more. An employee will receive the regular rate of pay of the job that he would have worked, had he been at work, on the Statutory Holiday. Labour Pool employees will be so paid only when assigned to a department for a full week which includes the Statutory Holiday.
- 31.03 All eligible employees who worked the day previous to any of the above holidays or the last regular shift, which they were required to work before the holidays shall be paid for such holidays.

31.04 Implications for Vacation

- 31.04.01 (16 Jul 04) For employees on a 40-hour work week, when one of these Statutory Holidays falls within an employee's annual vacation period, the following conditions will apply. Vacation period may be extended one (1) day (two (2) days for Christmas and two (2) days for New Year's), the day(s) to be added at the beginning or the end of the vacation period as mutually agreed by the employee and his supervisor, or the employee may elect to accept the holiday pay without taking the day(s) off.
- 31.04.02 For employees on a 37- $\frac{1}{3}$ work week, should a Statutory Holiday fall within the vacation period, no additional day will be taken off for the holiday. In the event that two (2) Statutory Holidays fall within the vacation period, then the option as illustrated in 31.04.01 above may apply to the second day only.
- 31.05 An employee who is required to work on any of these Statutory Holidays may take a day(s) off, on a date mutually satisfactory to the employee and to the supervisor of his department. However, such day(s) off must be taken within a four (4) week period, after the holiday, including the week in which the holiday occurred. Following are exceptions to this Clause:
- a) No day worker shall consider a Statutory Holiday as a day off.
 - b) A shift worker whose day off falls on a Statutory Holiday must consider it a day off.
 - c) Any shift worker whose shift schedule requires him to work on a Statutory Holiday will not be required to take another day off unless he so desires.

32 OPERATION OF THE MILL DURING A STATUTORY HOLIDAY

32.01 Notwithstanding the provisions of the Collective Agreement and in particular those provided for in 31.01, the Company will have the right to operate the mill on a continuous basis unless the Company notifies the local union of its intention to shutdown.

32.02 When production continues during the above Statutory Holidays, crews will be kept to a minimum to ensure efficient manufacturing similar to a Saturday or Sunday.

32.03 Pay

32.03.01 The Statutory Holiday will be paid on the basis of the revised Statutory Holiday schedule in the foregoing.

32.03.02 In addition to the Statutory Holiday pay, the employee who works during a scheduled mill holiday period during which the Company exercises its option to operate the mill will be paid as follows:

- a) double time is paid for hours worked during the scheduled Statutory Holiday
- b) for each hour worked, an additional payment will be made of one (1) hour at the rate of pay of the job at which the employee worked
- c) an employee who works a complete shift during the twenty-four (24) hours of a Statutory Holiday can take a day off without pay. However, such day(s) off must be taken within a five (5) month period, after the holiday, including the week in which the holiday occurred, and must be mutually satisfactory to the employee and to the supervisor of his department.

32.03.03 This agreement does not apply to employees whose regular work must take place during Statutory Holidays while the mill is not in operation. The employees will be paid according to 9.42.

32.03.04 The employee who does not work during his Statutory Holiday will be paid according to the provisions of the various Articles on Statutory Holiday pay.

32.04 Scheduling

32.04.01 Employees required by the Company to work on such Statutory Holidays will be scheduled by following the regular weekly work schedule, the number of employees being limited to the strict minimum required to operate the mill efficiently.

32.04.02 Scheduled employees wishing to be excused from working a Statutory Holiday will apply in writing to their supervisor twenty-one (21) calendar days prior to the commencement of the Statutory Holiday.

- 32.04.03 Vacancies on each shift resulting from these requests will be filled in a manner similar to the manner in which the vacancies created by floating holidays are normally filled, with move-ups conducted on each shift.
- 32.04.04 Vacancies remaining after these shift promotions will be filled by qualified employees on their scheduled day off. The Company will approach those employees in order of seniority with first choice to the senior qualified employee available at the job level of the vacancy.
- 32.04.05 No employee will be scheduled to work for sixteen (16) consecutive hours.
- 32.04.06 No employee will be scheduled to work at a job level which is more than two (2) classifications above his classified job.
- 32.04.07 Failure to identify qualified employees on their day off willing to work the Statutory Holiday will result in the requests of the junior scheduled employees being denied as outlined in 32.04.02 and therefore these employees will be required to work.
- 32.04.08 For operation of the mill during Christmas Statutory Holidays and Labour Day as identified in 31.01 assignments are on a voluntary basis.

32.05 Start-up and Shutdown

- 32.05.01 During the total shutdown of the mill for Statutory Holidays, procedures for shutdown and for start-up of the mill will be carried out during the hours of the designated shutdown.
 - 32.05.02 On Statutory Holidays when the mill is to be shut down, certain employees may be required to work up to four (4) additional hours at the beginning of the Statutory Holiday and four (4) additional hours at the end of the Statutory Holiday to perform shutdown and start-up procedures respectively. These procedures will not be scheduled between 4:00 p.m. December 24, and 12:00 noon December 26. This procedure will not apply to the Labour Day Statutory Holiday.
 - 32.05.03 As in the past, employees may be called in from home to perform certain shutdown and start-up assignments. Departmental call in rules will apply.
- 32.06 During the mill Statutory Holiday shutdowns when the Company does not manufacture end products, the Company will schedule, on a voluntary basis, Maintenance and Project Trades employees necessary to perform the required work. Should the number of qualified volunteers be insufficient to fill the required jobs, the Company will have the right to schedule, in reverse order of seniority, the necessary number of Maintenance and Project Trades employees who possess the required skills and qualifications to efficiently perform the work in question. It is understood that prior to the Company scheduling junior people, the option of utilizing outside trades will be exhausted.
- 32.07 An employee who works during a Statutory Holiday when production is not scheduled as outlined will be paid according to 9.42.

33 FLOATING HOLIDAYS

33.01 Entitlement

- 33.01.01 An employee who completes six (6) months of continuous service with the Company is entitled to five (5) additional holidays with pay calculated at his regular occupational rate. No wages will be paid under this clause unless the employee actually takes the time off. An employee will receive the regular rate of pay of the job that he would have worked, had he been at work, on the floating holiday. Labour Pool employees will be so paid only when assigned to a department for a full week, which includes the day of the floating holiday.
- 33.01.02 Employees recalled from lay-off, who have been employed for less than six (6) months in a calendar year, will be entitled to one (1) floating holiday for each accumulated two (2) months of employment in that year. After accumulating six (6) months employment in the calendar year, they will be entitled to the balance of the floating holidays provided under the terms of this section.
- 33.02 If a shift worker is required to work extra shifts as a result of his mate taking any of these days off, he shall be paid at the rate of time and one-half (1.5) for such extra shifts. These holidays shall be taken on a schedule that will not interfere with the efficiency of operations. If an employee is required to work on any of these holidays after definite dates have been agreed upon, he shall be paid at the rate of time and one-half (1.5) for all work performed on these days.
- 33.03 All requests for a floating holiday will be posted on bulletin boards as received by the department head. At least seven (7) days before the desired day off the employee will have his request granted or an alternative date will be mutually agreed upon. All such holidays must be scheduled on or before October 1, each year. If not scheduled by October 1, the supervisor shall assign the day(s) that this holiday is to be taken.
- 33.04 In each mill department a maximum number of absences for holidays and vacation is set. Requests for Floating Holidays up to this maximum will be approved provided suitable relief is available.
- 33.05 Day workers in the tradesmen classification may be permitted to take two (2) of their floating holidays per year on a half-day basis.

34 SEVERANCE PAY

- 34.01 (1 Aug 04) All persons who are employed on a year-round basis on jobs within the Union's jurisdiction who have eighteen (18) months or more of continuous service will be eligible for severance pay when laid off by Company action because there is no work available to which their seniority entitles them. For the purpose of qualifying for severance pay, adjusted seniority will be considered as continuous service. The

number of continuous years of service shall be calculated from the last lay-off period for which the employee received severance pay.

- 34.01.01 A laid off employee entitled to severance pay will be paid two (2) percent of his total earnings for the last full period of continuous service. One-half (0.5) of his severance pay due will be paid after the employee has been laid off six (6) weeks. The second half of the severance pay due will be paid after the employee has been laid off three (3) months.
- 34.01.02 (1 Aug 04) If the duration of a lay-off exceeds twelve (12) months, one-half (0.5) week of pay will be paid per year of continuous service in addition to 34.01.01 above, subject to 34.02 below.
- 34.01.03 (1 Aug 04) In the event of a permanent paper machine, department, or mill closure, the maximum amount of severance pay will be one and one-half (1.5) weeks of pay per year of continuous service.
- 34.01.04 An employee's recall rights will not be affected in any manner because of the payment of severance pay. He will, however, be expected to accept whatever employment is offered to him. If recall occurs before the time when the severance payment is due, no such payment will be made. If an employee is offered recall according to the applicable recall provision in his case and it is refused, all recall and severance pay rights are automatically cancelled.
- 34.01.05 If an employee is recalled after having received all of his severance pay due him, he will start as of the date of his return to accumulate a new period of time, which will be credited toward any future layoff.
- 34.01.06 If an employee is recalled after having received one-half (0.5) of the severance pay due him, he will, upon return to work, start accumulating a new period of time which will, in addition to the unpaid portion, be credited toward any future layoff.
- 34.02 (1 Aug 04) The total amount of severance pay that an employee may receive will not exceed one and one-half (1.5) weeks of pay per year of continuous service, for any reason, for any time.

35 DIRECT BANKING

- 35.01 An employee's weekly pay will be deposited with a banking institution of the employee's choice. The employee will give to the Company the name of the banking institution and bank account. Pay stubs will be distributed by supervisors or designates at the mill.

36 OCCUPATIONAL HEALTH AND SAFETY

- 36.01 (1 May 04) The composition of the Union-Management Health and Safety Committee will be two (2) representatives each from Local 101 and 84 and one (1) representative each from Locals 84-35, 666, 914, 268. The Local Unions will be responsible to assure that their representative(s) attend all safety meetings.
- 36.02 The Company will, through the Union-Management Health and Safety Committee, keep employees informed on new and existing equipment and chemicals being used. Requests for the monitoring of conditions or substances in the work place should be made through either supervisors or the Health and Safety Committee.
- 36.03 (1 May 04) When as a result of a serious accident, a department manager has been called into the mill, the department manager or the Safety Coordinator will call a Safety Representative.
- 36.04 (1 May 04) If a member of the Health and Safety Committee feels that an interim meeting is required, he will contact the Safety Coordinator or Human Resources Manager and together they will determine if a meeting is necessary.
- 36.05 When safety meetings are called, the Safety Representative, except in an emergency will be released from his job in order to attend the meeting.
- 36.06 When an employee is assigned to a department for the first time the department will be advised so that the supervisor will review with the employee his duties and the safety hazards.
- 36.07 (16 Jul 04) During the term of the agreement, a joint Abitibi Consolidated Company of Canada/CEP Union Health and Safety Conference will be held every two (2) years. This conference will be held in October or November with the date and location being subject to mutual agreement. The purpose of the conference will be to develop and support joint participation in the Health and Safety Program in all mills involved.

Two (2) delegates from each mill CEP Union Local, 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) preparation day. 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 have otherwise worked to a maximum of two (2) additional days. The Company will compensate delegates for transportation expenses and will contribute \$75 per day for incurred living expenses.

In the event there is a mill shutdown during the week in which the Health and Safety Conference occurs, delegates attending the conference from the mill will be compensated in accordance with the above, using a schedule of work which would have applied had the mill been operating.

Conference planning and the agenda will be the responsibility of a joint committee selected by Abitibi Consolidated Company of Canada and the CEP Union. The agenda

will be confined to those policy matters affecting the health and safety of employees at the respective mills. Mill Joint Health and Safety Committees may be asked to submit agenda items to the Joint Planning Committee.

37 UNION BUSINESS

- 37.01 (16 Jul 04) When a Union executive has approval to be absent from work for Union Business of up to a maximum period of two (2) weeks at any one time, the Company will pay his wages for the period of absence. Once per month the Company will invoice the Union for the gross amount of these wages paid and the Union will repay the Company within thirty (30) days. Any outstanding invoices past the due date will be deducted from the monthly union dues remittance, except no deduction shall be made where the amount of the invoice is in dispute. Absences of a longer duration will be treated on an as-requested basis.

38 RETIREMENT AND GROUP INSURANCE PLANS

- 38.01 The following benefit plans which are described in separate documents, form part of this labour agreement: Retirement Plan, Life Insurance Plan, Major Medical Plan, Sickness and Disability Plan, Long Term Disability Plan, Dental Plan and Vision Care Plan.
- 38.02 Subject to the provisions of 38.05 below the Company will pay the premium for Semi-Private Hospital Plan coverage.
- 38.03 Subject to the provisions of 38.04 and 38.05 below, the Company will enroll all pensioners 65 years of age and over and their eligible dependents in the Major Medical Plan (no deductible), and the Semi-Private Hospital Plan.
- 38.04 **Supplemental Health and Semi-Private Plans** - All changes in government benefits, which may result in additional costs being transferred to the Benefit Plans will not be reimbursed by the Plans and will be at the cost of the retiree.

The Benefit Plans will not cover items, which are already covered by provincial or federal laws. If the provincial or federal governments adopt new laws or regulations offering benefits already covered by the Company Benefit Plans, the Plans will be amended to cancel those Benefits. Any financial gain resulting from this will be credited to the Company.

- 38.05 **Retiree Benefits** - The following provisions apply to all retirees past and future subject to the policy of sixty-one (61) years of age or twenty (20) years of service at the time of retirement and subject to 38.05.08:
- 38.05.01 Effective January 1, 1998 and subject to the expiration of the term of this collective agreement.

38.05.02 Semi-Private Hospital Care

100% for the first ten (10) days with the daily room rate cap of \$175.00

50% thereafter with a Company daily room rate cap of \$87.50

Recurrence of hospital stay is considered the same claim/stay if separated by less than two (2) weeks and related to the original cause.

Subject to Out-of-Pocket Expense (38.05.04 below)

38.05.03 Supplementary Health Care

Generic Drugs - 100%

Brand Name - 80%

If no generic equivalent then reimbursement at 80%

Subject to Out-of-Pocket expense (38.05.04 below)

No other changes to present paramedical and nursing care maximums and reimbursement schedule.

38.05.04 Out-of-Pocket Expense

All eligible expenses for hospitalization, drugs and other medical expenses are reimbursed at 100%, after a total annual out-of-pocket expense of \$750 per family has been incurred, up to the limit of any specific annual or lifetime maximums for those expenses.

38.05.05 Maximum Reimbursement combined for Semi-Private Hospital Care and Supplementary Health Care for each insured employee or dependent as defined in the appropriate Group Insurance policies.

38.05.05-1 Employees retired prior to December 31, 1997 and sixty-one (61) years of age or twenty (20) years of service at the time of retirement:

Annual \$10,000

Lifetime \$50,000

Continuation of maximum as a retiree with the inclusion of Semi-Private charges effective January 1, 1998.

38.05.05-2 (1 May 04) Employees hired prior to December 5, 1993 and retiring on or after January 1, 1998:

For the term of the Collective Agreement, lifetime maximum \$20,000 to start at the time of retirement.

38.05.06 Out of Canada coverage to be terminated on January 1, 1998.

38.05.07 Company monthly premiums will not be more than \$110.00 (family) or \$55.00 (single) for combined Semi-Private Hospital Care and Supplementary Health Care Plan. Premium costs above these amounts will be shared equally (50/50) by the Company and the retiree with coverage terminated if retiree does not pay portion.

- 38.05.08 New employees, hired on or after the 1993 date of ratification (November 19, 1993) will not be eligible for any retiree benefits.

39 ADJUSTMENT OF COMPLAINTS AND GRIEVANCES

39.01 Grievance Procedure

- 39.01.01 To prevent minor complaints from becoming grievances, an employee should first discuss his complaint with his immediate supervisor within nine (9) calendar days after the circumstances giving rise to the complaint were known or should have been known. The supervisor shall give his response to the complaint within five (5) calendar days and failing settlement or failing response, it may be then taken up as a grievance within seven (7) calendar days following the advice of the immediate supervisor's decision in the following manner and sequence.

For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.

For the purposes of this Article, reference to "days" relating to Steps in the grievance and arbitration procedure shall exclude Saturdays, Sundays and paid holidays.

- 39.01.02 **First Step** - A grievance shall be presented in writing to the department (salaried) supervisor by the employee and/or his union representative. The department supervisor shall give his reply in writing within three (3) working days of receiving the complaint.
- 39.01.03 **Second Step** - If the department supervisor fails to adjust the grievance in a satisfactory manner, it shall be referred by the Union to the department manager/superintendent in writing within seven (7) calendar days following the reply of the department supervisor. The department manager/superintendent shall give his reply in writing within seven (7) calendar days.
- 39.01.04 **Third Step** - If his reply is not satisfactory, the Union shall submit the grievance in writing to the appropriate manager or designate within ten (10) calendar days from the date of the reply from the department manager. The appropriate manager or designate will give his reply within ten (10) calendar days, and if the reply is not considered satisfactory, the Union shall, within twenty (20) calendar days notify the Company in writing of its intention to submit the matter to a Board of Arbitration.
- 39.01.05 The time limit between steps may be extended by mutual consent.
- 39.01.06 If a discharged employee claims that an injustice has been done him, an appeal shall be made to the appropriate manager or designate within two (2) calendar

days (Saturday, Sunday and holidays excepted) and if it is found that the employee has been unjustly dismissed, he shall be reinstated without loss of seniority and shall be paid for all time he has lost as a result of his dismissal.

- 39.01.07 A policy or group grievance may be initiated by either party at Step 3 of the Grievance Procedure. Such grievance shall be filed within seven (7) calendar days after the circumstances giving rise to the grievance.

39.02 Arbitration

- 39.02.01 When the grieving party requests that a grievance be submitted to arbitration as provided in the foregoing Article, it shall make such requests in writing addressed to the other party to this Agreement, and state the matter at issue in concise terms and shall state in which respect the Agreement has been violated or misinterpreted by the reference to the specific clause or clauses relied upon. The notice shall also stipulate the nature of the relief or remedy sought. At the same time of notice, the party shall appoint a nominee. Within ten (10) days thereafter the other party shall appoint its nominee; provided, however, that if such party fails to appoint a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking arbitration procedure. The two nominees so appointed, shall select a mutually agreed upon Chairman. If the parties fail to reach agreement on the Chairman, then either party may apply to the Minister of Labour for the Province of Ontario, who shall have the authority to appoint a Chairman.
- 39.02.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 39.02.03 No matter may be submitted to arbitration, which has not been properly carried through all requisite steps of the grievance procedure.
- 39.02.04 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 39.02.05 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority, the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.
- 39.02.06 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the expenses, if any, of the chairman of the Arbitration Board.
- 39.02.07 Notwithstanding the foregoing, the parties may agree that any matter submitted by either of them to arbitration shall be dealt with by a single arbitrator.

39.03 Time Limits

- 39.03.01 Saturday, Sunday and Statutory Holidays are to be excluded in calculating the time limits specified in the Grievance and Arbitration Procedure.
- 39.03.02 The time limits specified in the grievance procedure may be extended in accordance with the Ontario Labour Relations Act, Section 44 (6) except that in no case will a grievance be valid nor will Section 44 (6) apply if the grievance was not formally presented to the other party in writing within thirty (30) days of the occurrence grieved or if a grievance is not appealed for arbitration within forty-five (45) days after a written answer is received at the Third Step of the grievance procedure.
- 39.03.03 It is the intent of the parties that 39.03.02 above will be interpreted in respect to the wording of Section 44 (6) in effect as of July 8, 1987.
- 39.03.04 The Board shall have jurisdiction to determine whether a grievance is arbitrable.
- 39.03.05 The Board in respect to a grievance involving discharge and discipline may substitute such other penalty for the discharge and discipline as seems just and reasonable in all the circumstances.

40 INTERRUPTION OF WORK

- 40.01 It is agreed that there shall be no strikes, walk-outs, lock-outs, or other similar interruptions of work during the term of this agreement, and every effort shall be made to adjust grievances through the regular channels established in the Grievance Procedure (Section 39).

41 APPRENTICESHIP PROGRAM

41.01 General

- 41.01.01 (1 May 04) An apprenticeship training program has been established by Abitibi Consolidated Company of Canada - Thorold, to assist employees in becoming skilled tradesmen and to help provide a source of qualified replacements in the trade classification required in the Company's mill in Thorold.
- 41.01.02 The program shall cover a minimum of four (4) years and will be completed in five (5) years.
- 41.01.03 The Company shall determine the number of apprentices required and shall fill these requirements at its discretion.

- 41.01.04 (1 May 04) Abitibi Consolidated Company of Canada - Thorold, will continue to reserve the right to determine the number of journeymen required at the Thorold Mill, therefore cannot guarantee employment upon the apprentices' successful completion.
- 41.01.05 If, when the period of apprenticeship is successfully completed, there is a vacancy for Class "A" Tradesmen in the trade for which the apprentice is qualified, the apprentice will be granted two (2) years' job Seniority as a Class "A" Tradesman.

41.02 Lost Time

- 41.02.01 Apprentices who lose time during the period of their apprenticeship because of accident or illness shall be subject to the lost time clause under the following conditions:
- 41.02.01-1 Lost time of five (5) or more consecutive work days in each apprenticeship year will be recorded as lost time from day one.
 - 41.02.01-2 All time lost shall be allowed to accumulate to a maximum of twenty (20) days over the period of their apprenticeship.
 - 41.02.01-3 Days lost in excess of the twenty (20) days shall then be assessed as make up time.
- 41.02.02 The apprentice* who completes the program first shall be promoted first if and when an opening occurs in the trade they were trained in. In case of more than one graduating at the same time, the apprentice with the greatest mill seniority in any one group shall be promoted first.

* In the case of electrical apprentices, trade certification must also be obtained.

41.03 Qualifications for Apprenticeship

- 41.03.01 Applicants for an apprenticeship course must have completed Grade 12 (or equivalent) to include Maths, Physics at the Grade 12 level.
- 41.03.02 Applicants must successfully pass a Mechanical Aptitude Test, Wonderlic Personnel Test and a Pre-Apprenticeship Examination and complete the 16PF Test.
- 41.03.03 Applicants must be examined by the Company Doctor, and must be declared physically fit (pass a physical fitness test) to perform the duties required for the trade.

41.04 Selection

- 41.04.01 All openings for apprenticeships shall be posted. First consideration shall be given to present employees, however, if in the Company's opinion, there are no suitable applicants among its present employees, the Company shall have the right to hire qualified personnel from outside sources.

- 41.04.02 Applicants meeting the acceptance requirements will be interviewed by a Company representative.
- 41.04.03 The final selection of an apprentice from among the qualified applicants shall be made by the Company, taking into consideration past performance with the Company and seniority of all applicants.

41.05 Period of Apprenticeship

- 41.05.01 The apprenticeship term shall be divided into eight (8) or more periods 1,000 hours each (25 weeks x 40 hours). These periods shall be divided between shop work and classroom instruction as arranged by the Company. For electrical apprentices to receive trade certification, Government regulations require an additional 1,000 hours of training. This may be reduced by the Ministry of Colleges and Universities depending on the education level of the apprentice.
- 41.05.02 The first three (3) months of the first period shall be considered entirely a probationary period and continuance as an apprentice depends upon the ability, progress and attitude demonstrated during this trial period.
- 41.05.03 To be eligible for advancement at any six (6) month period, an apprentice must have completed the assigned work to the satisfaction of the Department head and satisfactorily completed his studies in the related theory. In the case of correspondence courses, the required lessons must have been submitted and satisfactory grades attained.
- 41.05.04 An apprentice who does not qualify for advancement at the end of a six (6) month period shall be considered as re-entering upon a trial period and shall be notified as to the nature of the unsatisfactory performance by his Department head. Should an apprentice fail to qualify after three (3) additional months, the apprentice shall not be allowed to continue in the program.
- 41.05.05 During the period of apprenticeship, the apprentice shall purchase over a reasonable period of time, necessary tools as outlined by the Department head.
- 41.05.06 Termination: Employment of apprentices may be terminated for cause of infractions of Company rules, inaptitude or lack of interest.

- 41.06 **Cancellation of Apprenticeship (Local 84)** - In the event that the apprentice, during the first six (6) months of the apprenticeship, feels unqualified for the work and desires to be released from the contract, the Company, upon written request, may cancel the contract, and return the employee to previous position prior to accepting the apprentice posting.

If, at the end of any subsequent trial period, the employee is not allowed to continue in the apprenticeship, the employee shall be returned to the Central Labour Pool. It is further understood that the Company is under no obligation to maintain employment for apprentices that were new hires, and did not continue with the apprenticeship program.

- 41.07 **Cancellation of Apprenticeship (Trades)** - In the event that the apprentice, during the first six (6) months of the apprenticeship, feels unqualified for the work and desires to be

released from the contract, the Company, upon written request, may cancel the contract, and return the employee to previous position prior to accepting the apprentice posting.

If, at the end of any subsequent trial period, the employee is not allowed to continue in the apprenticeship, the employee shall be returned to the Central Labour Pool. It is further understood that the Company is under no obligation to maintain employment for apprentices that were new hires, and did not continue with the apprenticeship program. In the event of a layoff affecting Local 914 IBEW, the E&I apprenticeship program will be suspended before tradesmen are laid off.

- 41.08 **Wage Schedule for Apprentices** - Apprentices admitted to the program will start at a rate equal to 70% of the "A" Tradesman rate or the Mill base rate, whichever is the greater. After fulfilling all requirements of the Apprenticeship Program and approved by his department head, the apprentice's rate will be increased through eight (8) classes, each requiring 1000 hours* to complete, as indicated in Appendix A.

*Electrical apprentices will remain at Class 1 for a period of up to 2,000 hours depending on the allowance granted for his formal education.

- 41.09 **Overtime** - Overtime worked by an apprentice shall in no way reduce the period of apprenticeship.

- 41.10 **Certificate** - An apprentice who satisfactorily completes the schedule of shop and related classroom work shall be presented with a Certificate of Apprenticeship.

41.11 **Study Course**

- 41.11.01 The Study Course will be such as has been approved by the Ontario Department of Labour Apprenticeship Branch.

- 41.11.02 Apprentices shall attend classes as scheduled at the Community College in which enrolled. While the Company will endeavour to enroll apprentices in day classes at the nearest College, this cannot be guaranteed.

- 41.11.03 Apprentices must successfully complete all subjects in each phase of study before being allowed into the next phase. Should an apprentice fail to complete successfully any of the subjects, those subjects failed must be rewritten at the earliest possible date at his expense. A second failure in any subject may result in cancellation of the apprenticeship.

- 41.11.04 If the study course is by correspondence (I.C.S.) the Apprentice shall pay the fee which will be deducted from his wages in equal amounts of total costs over the four (4) year period. Cost of this course will be reimbursed to the Apprentice upon proof of successful completion.

41.12 **Course Texts**

- 41.12.01 The Company shall supply all prescribed texts. These texts shall remain the property of the Company and shall be given to the Apprentices on loan for the duration of the Apprenticeship course.

- 41.12.02 Upon successful completion of the apprenticeship course, the apprentices shall be given title to the text books supplied.
- 41.12.03 If, however, an apprentice, for whatever reason, should fail to successfully complete the apprenticeship, all text books supplied by the Company must be returned to the Company. Should the apprentice fail to return these texts within one (1) week of notice to do so, the cost of these books shall be deducted from the apprentice's wages. All returned books must be in a usable condition.

41.13 Travel and/or Living Allowance

- 41.13.01 Where an apprentice must travel to classes to a location which is forty-five (45) or more miles distant from normal place of employment, the apprentice will receive a travel allowance as described in the schedule (41.13.03 below). This allowance shall be reduced by the amount of any other allowances given by any source for this purpose.
- 41.13.02 Apprentices who are scheduled for classes at Conestoga, George Brown or Fanshawe Colleges and are obliged because of distance to live away from home will receive \$150.00 per week. This amount will be reduced by the amount of any other allowance given by any source for this purpose.
- 41.13.03 Travel Allowance Schedule – Flat Rate

From Mill and Return Trip:

Toronto - \$85.00

Hamilton - \$45.00

Oakville - \$65.00

London - \$100.00

41.14 Wages While Attending Classes

- 41.14.01 For those apprentices attending day classes, the Company shall pay their regular rate of pay for all time lost while attending classes, up to a maximum of forty (40) hours per week. Unless otherwise excused, apprentices shall not be paid for classes not attended.
- 41.14.02 All compensation paid for attendance at classes shall be reduced by the value of any other attendance grants provided, regardless of the source of these grants.
- 41.14.03 If a Statutory Holiday occurs during a period that an apprentice is attending day release classes, and the government recognizes such a holiday to the extent the apprentice is paid for the day, it will not be necessary for the apprentice to return to work in order to maintain his regular pay for that week.
- 41.14.04 Those apprentices attending approved apprenticeship classes after normal working hours will receive two (2) hours pay for each three (3) hours of classroom attendance.
- 41.14.05 While attending classes, all insurance and pension benefits to which the apprentices are normally entitled shall continue.

42 GENDER

42.01 Whenever the masculine gender is used in this agreement, it shall in all cases refer to and include the feminine gender as well.

43 (16 Jul 04) HUMANITY FUND

43.01 (16 Jul 04) During the term of the agreement, the Company will match each employee contribution to the CEP Humanity Fund up to a maximum of \$20 per year with a company-wide maximum of \$50,000 per year. Upon request of employees, the Company agrees to administer required pay deduction. This deduction will be made in November of each year and transferred to the National Union thirty (30) days following the deduction.

Appendix A – (1 May 04) Wage Schedule Hourly Rates (7-day operation)

Department	Job Code	Job Class	May 1 2004	May 1 2005	May 1 2006	May 1 2007	May 1 2008
FDI Pulping							
#1 Operator	591	21	29.41	30.15	30.75	31.37	31.97
#2 Operator	592	14	26.76	27.43	28.03	28.59	29.19
#3 Operator	593	8	24.82	25.44	26.04	26.56	27.16
#4 Operator/Inspector	594	7	24.53	25.14	25.74	26.25	26.85
#1 Warehouseman	270	6	24.24	24.85	25.45	25.96	26.56
#2 Warehouseman	275	5	23.97	24.57	25.17	25.67	26.27
Warehouse Utility Man	271	3	23.405	23.99	24.59	25.08	25.68
Technical							
Special Day Tester (Lab)	418	11	25.77	26.41	27.01	27.55	28.15
Special Day Tester	420	11	25.77	26.41	27.01	27.55	28.15
Pulp and Paper Tester	421	7	24.53	25.14	25.74	26.25	26.85
Raw Material Tester	409	6	24.24	24.85	25.45	25.96	26.56
ETP Operator	405	14	26.76	27.43	28.03	28.59	29.19
Finishing and Shipping							
Wrapline Operator	262	12	26.10	26.75	27.35	27.90	28.50
Headerman	207	5	23.97	24.57	25.17	25.67	26.27
Utility Man	265	2	23.13	23.71	24.31	24.80	25.40
Lead Coreman	268	9	25.08	25.71	26.31	26.84	27.44
Coreman	267	4	23.65	24.24	24.84	25.34	25.94
Lead Gas Trucker (day)	201	11	25.77	26.41	27.01	27.55	28.15
Lead Gas Trucker (shift)	202	10	25.43	26.07	26.67	27.20	27.80
Gas Trucker	269	6	24.24	24.85	25.45	25.96	26.56
Shunter Driver	632	7	24.53	25.14	25.74	26.25	26.85

Appendix A – (1 May 04) Wage Schedule Hourly Rates (7-day operation)

Department	Job Code	Job Class	May 1 2004	May 1 2005	May 1 2006	May 1 2007	May 1 2008
Yard							
Truck Driver	622	6	24.24	24.85	25.45	25.96	26.56
Lift Truck Operator	623	4	23.65	24.24	24.84	25.34	25.94
Bobcat Operator	620	4	23.65	24.24	24.84	25.34	25.94
Labourer	612	1	22.885	23.46	24.06	24.54	25.14
Hoist and Locomotive							
Locomotive Engineer	701	10	25.43	26.07	26.67	27.20	27.80
Head Switchman	714	11	25.77	26.41	27.01	27.55	28.15
Switchman	704	8	24.82	25.44	26.04	26.56	27.16
Loader Operator	702	7	24.53	25.14	25.74	26.25	26.85
Relief Operator	717		24.98	25.60	26.20	26.72	27.32
General							
Carpenter	982		29.62	30.36	30.96	31.58	32.18
Construction Labourer	989	2	23.13	23.71	24.31	24.80	25.40
Yard Runner/Roustabout			28.45	29.16	29.76	30.36	30.96
Stores							
Receiver	392	11	25.77	26.41	27.01	27.55	28.15
Assistant Receiver	398	8	24.82	25.44	26.04	26.56	27.16
Senior Stockman	391	6	24.24	24.85	25.45	25.96	26.56
Stockman	393	5	23.97	24.57	25.17	25.67	26.27
Utility Man	394	5	23.97	24.57	25.17	25.67	26.27
Administration							
Janitor		1	22.885	23.46	24.06	24.54	25.14

Appendix A – (1 May 04) Wage Schedule Hourly Rates (7-day operation)

Department	Job Code	Job Class	May 1 2004	May 1 2005	May 1 2006	May 1 2007	May 1 2008
Millwrights							
Foreman (Temp.)*	920						
Millwright	923		29.62	30.36	30.96	31.58	32.18
Shift Millwright	922		29.78	30.52	31.12	31.74	32.34
Millwright Helper A	925		24.04	24.64	25.24	25.74	26.34
Apprentice Millwright	932		22.885	23.46	24.06	24.54	25.14
Apprentice Millwright	933		22.885	23.46	24.06	24.54	25.14
Apprentice Millwright	934		22.885	23.46	24.06	24.54	25.14
Apprentice Millwright	935		22.885	23.46	24.06	24.54	25.14
Apprentice Millwright	936		23.70	24.29	24.77	25.26	25.74
Apprentice Millwright	937		25.18	25.81	26.32	26.84	27.35
Apprentice Millwright	938		26.66	27.32	27.86	28.42	28.96
Apprentice Millwright	939		28.14	28.84	29.41	30.00	30.57
Oilers							
Oiler	952	8	24.82	25.44	26.04	26.56	27.16
Painters							
Painter	956		27.79	28.48	29.08	29.66	30.26
Helper	957		23.67	24.26	24.86	25.36	25.96
Brush Hand	958		23.98	24.58	25.18	25.68	26.28
Footnote *		When an hourly-rated employee works as acting foreman he will be paid 4% above the Millwright rate. On the basis that the parties reach an agreement on the Supervisory Criteria process, the acting foreman will be paid 8% above the Millwright rate. For the Lead Hand on the roll rebuild crew the rate is 6% on the above condition.					

When using a jackhammer for a period of 3.5 hours or more, \$0.10 additional per hour will be paid. When using a jackhammer for a period less than 3.5 hours, this \$0.10 premium will be paid for each hour worked to the nearest fraction thereof.

Appendix B – Lines of Progression - TECHNICAL

TESTERS

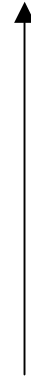
Spec. Day Tester (Lab.)

Spec. Day Tester

Pulp & Paper Tester

Raw Material Tester

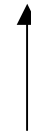
Department Pool



EFFLUENT TREATMENT PLANT

Effluent Treatment Operator

Departmental Pool



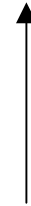
Appendix B – Lines of Progression – FINISHING AND SHIPPING

WRAPPING MACHINE

Wrapper Machine Operator

Header Man

Departmental Pool



CORE ROOM

Lead Coreman

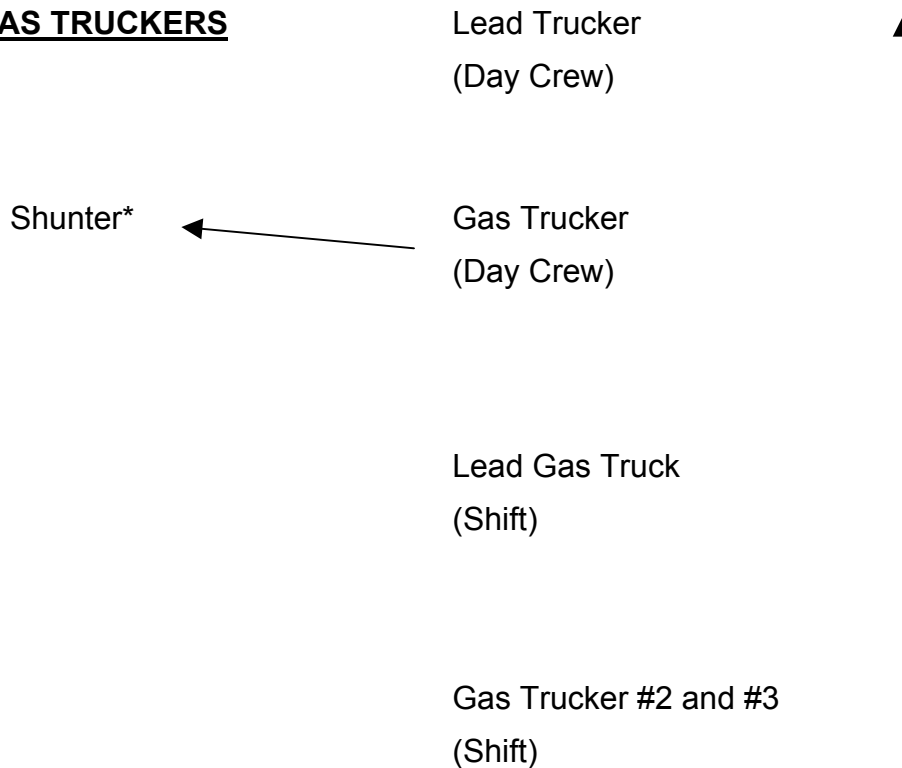
Coreman

Departmental Pool



Appendix B – (16 Jul 04) Lines of Progression – FINISHING AND SHIPPING (cont'd)

GAS TRUCKERS



N.B. As per letter of understanding of September 10, 2003, the Day Crew Gas Trucker will be replaced from the Central Labour Pool for temporary vacancies. Permanent vacancies will proceed according to the line of progression.

* - Temporary relief for the shunter will come from Gas Trucker (day crew). Permanent vacancies on the shunter will be Mill posted.
Permanent or temporary Lead Hand day crew will be filled by Gas Trucker (day crew).

Appendix B – (16 Jul 04) Lines of Progression - PULPING

FDI

#1 Operator

#2 Operator

#3 Operator

#4 Operator / Waste Paper Inspector

De-Ink Warehouseman 1*

De-Ink Warehouseman 2 *



* New Line of Progression effective one (1) year from date of ratification. Until this time, warehouseman #1 and #2 remain together in their own line of progression.

Appendix B – Lines of Progression - GENERAL

STORES

Receiver

Assistant Receiver

Senior Stockman

Utility Man

Stockman

Departmental Pool



HOIST AND LOCOMOTIVE

Locomotive Engineer

Relief Operator

Loader Operator



SWITCH CREW

Head Switchman

Switchman



OILERS

Oiler

Departmental Pool



Appendix C – Letters of Understanding - Seniority

LETTER OF UNDERSTANDING

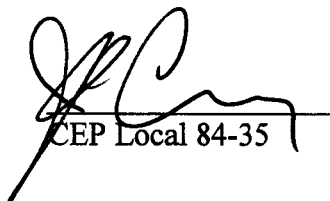
LOCALS 84-35, 84, 101

SENIORITY -

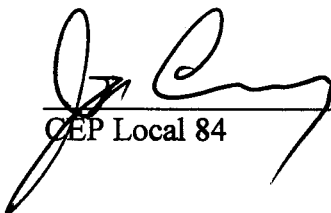
In the event of a reduction in the work force in any department, employees will be demoted first by reverse job seniority and then by reverse departmental seniority. From that point they will be sent to the Central Labour Pool.

Employees will be laid off and recalled by mill seniority with the Company. In each of the above cases, employees who remain, or are recalled will have the skill and ability as outlined in the appropriate sections of this collective agreement to satisfactorily perform the available work. For the purpose of this letter only, layoff and recall will be mill seniority from the Central Labour Pool, composed of the combined jurisdictions of Locals 84-35, 84, 101.

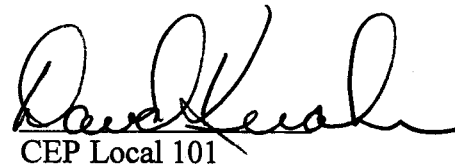
The seniority provisions of the current Collective Agreement will apply.



CEP Local 84-35



CEP Local 84



CEP Local 101



George Gauthier
Abitibi Consolidated Company of Canada Inc.

Appendix C – Letters of Understanding – (16 July 04) Workforce Reduction

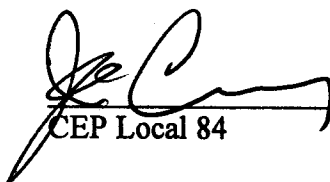
LETTER OF UNDERSTANDING

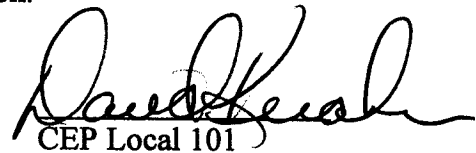
LOCALS 84-35, 84, 101

WORKFORCE REDUCTION – SHORT TERM (9 consecutive days or less)

In the event of a temporary reduction in the workforce (9 days or less) members of Local 84, 84-35 and 101 will work in their respective jurisdiction.


CEP Local 84-35


CEP Local 84


CEP Local 101


George Garbano
Abitibi Consolidated Company of Canada Inc.

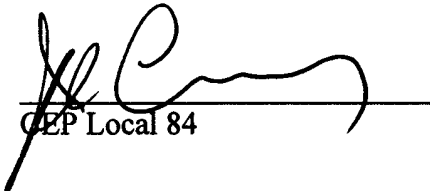
Appendix C – Letters of Understanding - KISS

LETTER OF UNDERSTANDING

The Company will agree to maintain the local arrangements whereby certain employees working on a Statutory Holiday are subsequently allowed to work on a day off at premium pay for the duration of the May 1, 2004 to () Collective Agreement only, on the basis this local arrangement will not apply for those statutory holidays the company exercises their right to operate on.

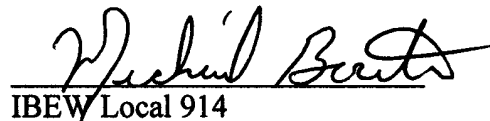
All existing rules for this local arrangement will be maintained with the following exceptions:

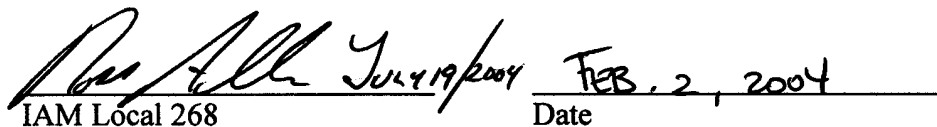
- (1) The arrangement is for Maintenance & Project Trades employees only.
- (2) The day off offered, where the tradesman can exercise his option to work at time and one half, will be Monday to Friday only.

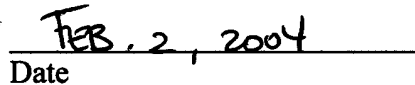

CEP Local 84


Abitibi Consolidated Company of Canada


UAPS Local 666


IBEW Local 914


IAM Local 268


Date

Appendix C – Letters of Understanding – (16 Jul 04) Meeting Time

LETTER OF UNDERSTANDING

MEETING TIME

Communication is a vital ingredient in the successful operation and management of the mill. At the present time, there is no single vehicle through which we can maximize the dissemination of information.

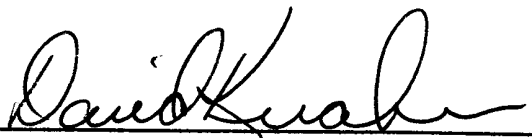
The departments that are able to maintain high attendance rates at communications meetings are those where the meeting is scheduled on shift. With this in mind, the company requests the following for shift workers specifically:

“The Company may schedule employees to remain on their job for up to one hour overtime no more than once per month, for the purpose of conducting communications meetings. This will apply to day shift or night shift workers only, and in each case it will be the on-coming shift employees that will attend the meeting.”


Abitibi-Consolidated Company of Canada



CEP – Local 84

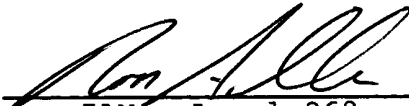

CEP – Local 84-35


CEP – Local 101


UAPS – Local 666


IBEW – Local 914


Date FEB. 2, 2004


IAM – Local 268 JULY 19/2004

Appendix C – Letters of Understanding – (16 Jul 04) Split Vacation

LETTER OF UNDERSTANDING

VACATION SPLITTING – TRADESMEN – DAYWORKERS ONLY


LOCALS (CEP 84, IAM 268, UAPS 666, IBEW 914)

- 1) **Tradesmen (dayworkers) will be allowed to take one (1) week only of their vacation on a split basis.**
- 2) **Present procedures and guidelines on scheduling and taking this week of split vacation will prevail.**
 - a) **Split vacations are to be considered as floaters for their application, and as such, normal rules of floater requests as identified in Section 34.04 for Trades and Section 37.03 for Local 84 will apply and department vacation rules are to be respected.**
- 3) **Payment for this week of split vacation will be based on the formula for vacation pay in the appropriate collective agreement sections.**

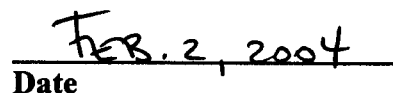

Abitibi Consolidated Company of Canada


CEP Local 84


UAPS Local 666


IBEW Local 914


IAM Local 268 JUL 19 / 2004


Date FEB. 2, 2004

Appendix D – Signatures

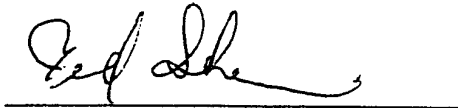
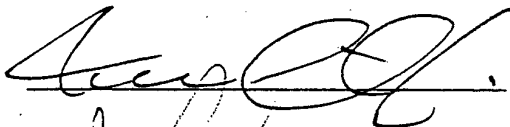
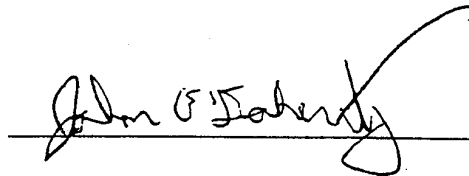
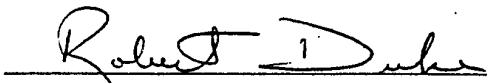
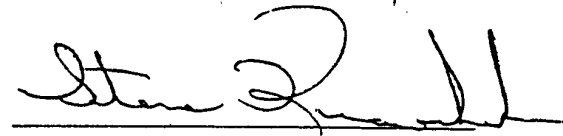
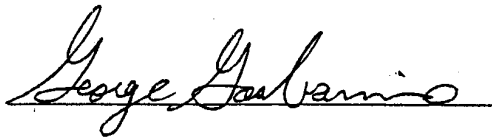
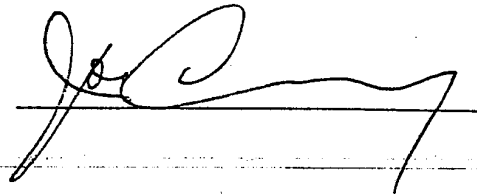
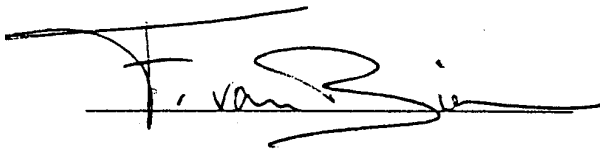
LABOUR CONTRACT NEGOTIATIONS LOCAL ISSUES – 2004

The parties agree that the attached documents represent all local issues agreed to and resolved as a result of 2004 Labour Negotiations completed on January 31, 2004 at 10:00 a.m.

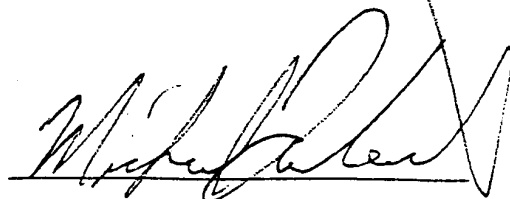
These documents will form part of the Memorandum of Agreement that results from the full labour contract negotiations in 2004.

Abitibi-Consolidated Company of Canada
Thorold Division

Union CEP – Local 84



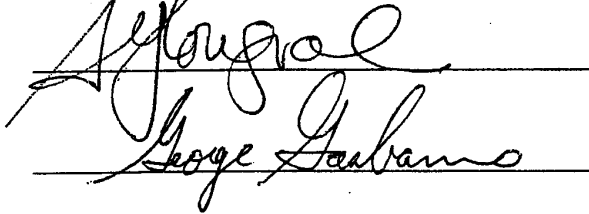
Feb. 2, 2004
Date



**For Abitibi-Consolidated Company
of Canada**

**Pour La Compagnie Abitibi-
Consolidated du Canada**

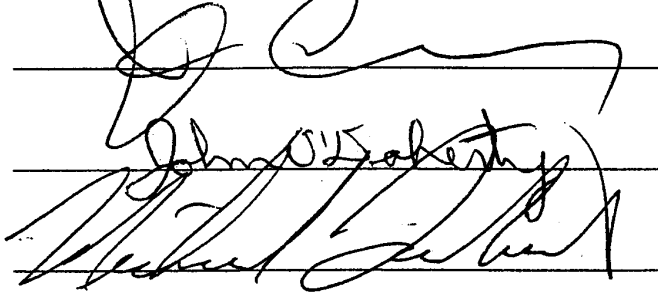
**Thorold Division
Division Thorold**


George Garbano

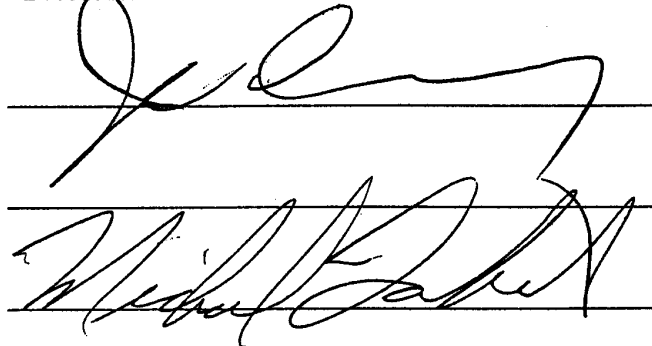
**For the Communications, Energy and
Paperworkers Union of Canada**

**Pour le Syndicat canadien des
communications, de l'énergie et du papier**

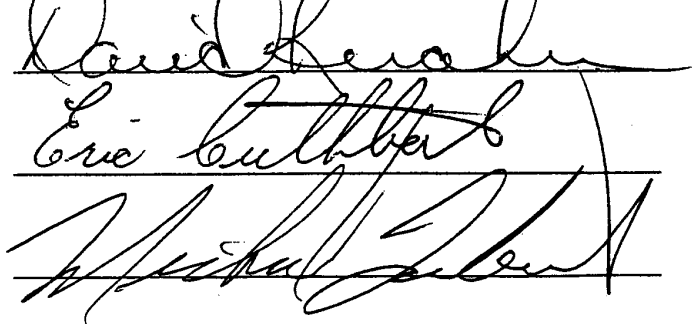
**Thorold Division - Local 84
Division Thorold - Section locale 84**


John O'Sheahan
Michael L. L...

**Thorold Division - Local 84-35
Division Thorold - Section locale 84-35**


John O'Sheahan
Michael L. L...

**Thorold Division - Local 101
Division Thorold - Section locale 101**


David Kervin
Eric Luth...



Subject to ratification, the parties hereto have signed this agreement on this 6th
day of July, 2004 in Montreal, Quebec.

Sous réserve de la ratification, les parties ont signé la présente entente le 6^e
jour de juillet, 2004 à Montréal, Québec.

**For Abitibi-Consolidated
Company of Canada**

**Pour La Compagnie Abitibi-
Consolidated du Canada**

**For the Communications, Energy
and Paperworkers Union of Canada**

**Pour le Syndicat canadien des
communications, de l'énergie et du
papier**

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ABITIBI
CONSOLIDATED

For Abitibi-Consolidated Company
of Canada
Company Representatives

Pour La Compagnie Abitibi-
Consolidated du Canada
Représentants de la Compagnie

Jon Fyfe
Mary Fyfe
Jim Bouché

For the Communications, Energy and
Paperworkers Union of Canada
National Representatives

Pour le Syndicat canadien des
communications, de l'énergie et du papier
Représentants nationaux

Carl Brock
Frank Seguin
Don St. John
Al Hamrick
Don Lewis
Jim Bilson
Philip Galt
Bob Fyfe

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