



SOURCE	22		
EFF.	93	03	11
TERM.	96	03	10
No. OF EMPLOYEES	185		
NO. OF D'EMPLOYÉS	31		

This Agreement made this  
22nd Day of June, 1993

between

**TEMBEC FOREST PRODUCTS (1990) INC.  
HUNTSVILLE DIVISION**

*(hereinafter referred to as the "Company")*

and

**IWA - CANADA**

*(hereinafter referred to as the "Union")*

JUN 22 1994

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## **ARTICLE 1 - PURPOSE**

**1.01** The purpose of this Agreement is to secure for the company, the union and the employees, the full benefits of orderly collective bargaining. It is the intent of the company and the union to operate under methods which will further to the fullest possible extent the safety, welfare and health of the employees, the economy of operation, the quality and quantity of output, cleanliness and protection of property, and to provide fair wage rates and working conditions.

**1.02** It is recognized by this Agreement to be the duty of the company, the union, and the employees to co-operate fully, individually and collectively for the advancement of said conditions.

**1.03** This Agreement provides a procedure for the prompt and orderly settlement of disputes.

## **ARTICLE 2 - SCOPE AND RECOGNITION**

**2.01** This Agreement shall apply to all employees of Tembec Forest Products (1990) Inc., Huntsville Division, Huntsville, Ontario, save and except supervisors, persons above the rank of supervisor, office and sales staff, Forestry, Flooring and sawmill clerical assistants, head log scalers, head lumber inspectors, head shippers, contractors and contractors' employees, and persons regularly employed for less than five days per month, students employed during school vacation period, except students performing a classified job.

**2.02** The company recognizes the IWA - Canada, Local 1-1000 as the sole collective bargaining agent for all employees of the company in the bargaining unit defined in Article 2.01.

**2.03** No employee outside the bargaining unit shall perform work normally performed by employees in the bargaining unit except in cases of emergency, instructing employees on the job, experimentation, testing of machinery or in the absence of an employee. In the case of an absence of an employee, a prompt replacement shall be found, usually within four (4) hours. In the event of absence extending beyond four (4) hours, the time limit may be extended by mutual consent. The Company will inform any available steward of the union as soon as possible of the circumstances. (within three (3) hours).

**2.04** While this Agreement is in effect, neither the union nor any employee shall take part in or encourage directly, or indirectly, any strike, sitdown, slowdown, or any interference with work or production, either wholly or partially against the company.

**2.05** While this agreement is in effect, the company shall not engage in any lockout.

**2.06** The union agrees that it will not solicit membership nor engage in any union activities during the regular working hours except as outlined in this Agreement.

**2.07** This Agreement supersedes all previous Agreements, amendments to Agreements, and Letters of Understanding.

**2.08** In this agreement, words using the masculine gender include the feminine; the singular includes the plural, and the plural, singular where the text so indicates.

**2.09** In the event of any strike or work stoppage, it is agreed by the union that the engineers are to perform essential work necessary to avoid damage to the Company's equipment, specifically the boilers and fire protection system.

**2.10** The company agrees not to contract out work which is regularly performed by its bargaining unit employees and for which the operation is equipped. If circumstances necessitate that the Company deviates from this clause and is in a situation where it was to hire contractors for specific work, it shall be discussed with the union executive prior to the occurrence and shall not exceed a period of one month unless the parties mutually agree to an extension.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

**3.01** The management and administration of the operation and the direction of the working force are fixed by the company. The union recognizes that certain

rights belong solely to the company, prominent among which, but by no means wholly inclusive are the rights to:

**(a)** maintain order and efficiency;

**(b)** hire, discharge, classify, transfer, promote, demote, retire, **select**, lay-off, **re-call**, establish new positions, direct, suspend, discipline and assign;

**(c)** make, alter, and enforce rules, regulations, policies and practices to be observed by employees;

**(d)** determine location, expansion, curtailment or cessation of operations, products to be manufactured, methods, processes and means of manufacturing;

**(e)** have sole and exclusive jurisdiction over all operations, employees, buildings, machinery and equipment;

**(f)** establish number of employees required at any time, schedule production, number of hours to be worked, starting and quitting times for all employees, and overtime:

**(g)** establish job content, quality and quantity standards, qualifications necessary to perform any particular job.

**3.02** The Company agrees that none of the rights in Article 3.01 shall be exercised in a manner inconsistent with the terms of this Agreement and the performance of such rights are subject to the Grievance Procedure as

outlined in Article 7.

#### **ARTICLE 4 - DISCRIMINATION**

**4.01** There shall **be** no discrimination by the company or the union or its members against any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, **sex**, age, record of offences, marital status, family status or handicap as outlined in the Human Rights Code, 1981.

#### **ARTICLE 5 - UNION SECURITY**

**5.01** Each employeeshall, as a condition of employment maintain his membership in the Union. Each new employee shall a a condition of employment, following the completion of his probationary period, acquire and maintain membership in the Union.

**5.02** Employees will pay their Union initiation fees, dues, monies and assessments through payroll deductions which will **be** made by **the** Company and remitted to the Financial Secretary of the Local Union by the end of the month following the month in which deductions are made. With each remittance, the Company will include an itemized statement showing each employee's name in full, (listed in alphabetical order, if possible), individual amounts and totals, with a copy to the sub-local Secretary Treasurer.

**5.03** (a) Union dues will be deducted monthly and

any deduction which is missed will **be made** in the next pay period, or upon notification.

**(b)** The Union will inform the Company in writing of the particulars regarding all applicable deductions and any change in amounts.

**(c)** The Company will insert the total amount of Union dues on each employee's T-4 slip.

**5.04 Education Fund.** The Company will contribute to the Union Education Fund two cents (\$0.02) per monthly payroll hour per employee. Such contributions shall be made monthly by separate cheque **and** statement, along with the checkoff remittance.

Effective March 11, 1996 the contribution will increase to three cents (\$0.03) **per** monthly pay roll hour per **em**-**ployee**.

**5.05 Goodwill Fund.** To compensate the union for its goodwill in allowing the Company flexibility in its controlled use of contractors, the company agrees to pay one cent (\$0.01) per monthly payroll hour per employee, to the union sub-local

## **ARTICLE 6 - UNION COMMITTEE**

**6.01 Union Negotiating Committee:** The Union negotiating committee will consist of not more than four **(4)** employees.

Union Grievance Committee: The union grievance committee shall consist of not more than three (3) employ-



ees.

**(a)** It is clearly understood that stewards and other union officials will not absent themselves from their regular duties to deal with grievances of employees, or with other union business, without approval from their supervisor.

**(b)** The Union will notify the Company in writing of the names of all stewards and committee members, and any changes that may occur.

**(c)** The Company will compensate such committees for fulfilling their functions, payment will be at employee's regular rate of pay and will not apply on such matters outside regular working hours.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

**7.01** A grievance is defined to be any difference between the parties or between an employee and the Company, relating to the interpretation, application, administration or alleged violation of this agreement.

**7.02 a)** To be considered, a grievance must be presented within seven (7) days of the incident occurrence. Saturdays, Sundays and paid holidays as per article 15 are excluded from the time limits in this article.

**b)** Complaints deriving from the interpretation or application of the terms of this Agreement shall be discussed between the employees and the immediate supervisor. The employees may be accompanied by their steward. The time constraints outlined in Article 7.03 will not be affected by this process.

**7.03** The time limits of the grievance procedure referred to below may be modified by mutual consent of the parties. Formal grievances shall be handled in the following manner:

**STEP 1** The aggrieved employee and the steward shall take the matter to the immediate supervisor in writing within seven (7) days of the incident occurrence. The written grievance shall refer to the specific Article(s) of this Agreement that are in question. The supervisor shall render a decision in writing within two (2) days from the date of the initiation of the formal grievance procedure.

**STEP 2** If a satisfactory settlement is not reached, the union chairperson and the steward shall present the matter in writing within two (2) days to the aggrieved employee's supervisor. A decision shall be rendered within three (3) days of receiving the written grievance.

**STEP 3** If a satisfactory settlement is not reached at **STEP 2**, the matter shall be referred by the union grievance committee to the manager of the company in writing within five (5) days of the decision in **STEP 2**. The matter will be discussed at a meeting involving the union grievance committee, and/or the supervisor, and/or the manager, and/or the personnel representative. The aggrieved employee may be present at this meeting if both parties agree.

A written decision shall be rendered within five (5) days following the date of such meeting.

**7.04** The union representative and company labour relations manager or delegate may be present, or provide direction, at any step of the grievance procedure if requested by either party.

**7.05** Group Grievance: A grievance on behalf of more than one employee may be presented directly at Step 1 Listing the names of the grievors.

Policy Grievance: A policy grievance will confine itself to matters relating to the interpretation, administration application or alleged violation of the agreement, which are inappropriate for an employee grievance single or group. Such grievances shall be submitted in writing by the chairperson or secretary treasurer of the union at Step 3 of the grievance procedure, within fifteen (15) days from where the circumstances giving rise to it occurred or originated. The time limits may be extended by mutual agreement.

**7.06** The Company itself may file a grievance with the chairperson of the union grievance committee and shall forward a copy of the grievance to the office of Local 1-1000. Said grievance shall be entered by the manager or general manager of the operation. If a satisfactory settlement has not been reached within five (5) days of receiving the grievance, the matter shall be discussed at a meeting arranged mutually between the union grievance committee and the manager. The union representative and the company labour relations manager or

designate may be **present** at this meeting. **If** a satisfactory settlement is not reached within three (3) days of the meeting, the grievance may **be** referred to arbitration as outlined in **Article 8**.

## **ARTICLE 8 - ARBITRATION**

**8.01** Where a grievance is referred to arbitration the party making the referral will notify the other party in writing within thirty (30) calendar days of its election of proceeding with a single arbitrator "arbitrator" or a tripartite arbitration board "board".

**8.02** Where election is made for an arbitrator, the party making the referral will name one or more persons to act as an arbitrator in its notice of referral. The other party will respond in writing within five (5) days naming its choice of arbitrator. Upon failure by the party receiving notice to name an arbitrator or failure by the parties to agree upon an arbitrator within the time limited, either party may request that an arbitrator **be** appointed by the Minister of Labour for Ontario.

**8.03** Where election is made for a board, the party making the referral will name *it's* appointee to such board in the notice of referral. The other party will respond in writing within five (5) days by naming *it's* appointee.

The two appointees **so** selected will, within five (5) days of the appointment of the second of them, appoint a third person who shall chair the board.

Upon failure by the party receiving notice to name its

appointee or upon failure by the two appointees to agree on a chairperson within the time limited, either party may request that the Minister of Labour for Ontario appoint one or both persons as required.

**8.04** The arbitrator or the board will have no authority to alter, change or modify any of the terms and conditions of this agreement. Any question as to arbitrability will be determined by the arbitrator or board.

**8.05** The decision of the arbitrator or of the board, shall be final and binding.

**8.06** Each party to this agreement will pay the fees and expenses of the member of the board selected by it or by the Minister and will share equally in paying the fees and expenses of the chairperson of the board or of the arbitrator.

**8.07** No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

## **ARTICLE 9 - DISCIPLINE**

**9.01** In all cases of disciplinary measures, except offences that warrant immediate discharge, or suspension, corrective discipline may follow this procedure:

STEP 1 Verbal Warning: Record of this occurrence will be made in the employee's personnel file.

**STEP 2** Written Warning: The second offense requiring disciplinary measure may warrant a written reprimand.

**STEP 3** Written Warning and Suspension: The third offense requiring disciplinary measures may warrant a written reprimand and a suspension from work to a maximum of five (5) working days without pay.

**STEP 4** Dismissal: The fourth offense requiring disciplinary measures may warrant dismissal.

The appropriate steward shall be present at the time said warnings are given.

**9.02** Employees who are suspended or dismissed by the company as outlined in Article 9.01 shall have the right to submit the circumstances to their steward and/or union chairperson within thirty-six (36) hours, and the matter will be dealt with immediately at STEP 2 of the grievance procedure.

**9.03** The union shall be entitled to copies of written reprimands.

**9.04** For the purposes of disciplinary action, any warnings on file will be backed down one (1) step after a period of seven (7) calendar months worked by the employee from the date of the last reprimand.

## **ARTICLE 10 - SENIORITY**

**10.01** The company recognizes the principle of se-

seniority in the bargaining unit, and agrees to grant preference to senior employees in the areas of promotion, transfer, (except temporary transfers), lay-off and recall, subject to the articles below.

**10.02** New employees will serve a probationary period of thirty (30) worked days, to a maximum of 240 regular hours of work before acquiring seniority rights. Seniority will date back thirty (30) working days, to a maximum of 240 regular hours of work prior to the completion of this probationary period, and shall continue except as outlined in Article 10.03. Probationary employees may be dismissed with cause, and without entitlement to recourse to the grievance procedure. The union will be notified of the cause of the discharge. These time limits may be extended by mutual consent of both parties.

**10.03** Seniority shall cease and employment shall be terminated for any employee under any of the following conditions:

- (a) if the employee voluntarily quits;
- (b) if the employee is discharged for just cause and is not reinstated in accordance with the provisions of this Agreement;
- (c) during a lay-off of more than twenty-four (24) months;
- (d) during a leave due to illness for more than twenty-

four (24) months;

**(e)** if an employee with seniority **is off** work and receiving Workers' Compensation benefits for a period of more than twenty-four (24) months;

**(f)** if an employee fails, after a lay-off, to return to work within five (5) working days after the company has given the employee notice of recall by registered **mail** at the employee's last known address, or within five (5) working days when the employee **has** been successfully notified by the company by telephone or in person.

**10.04** Employees who are promoted out of the bargaining unit shall maintain seniority for a period of up to six (6) months. If such employees return to the bargaining unit after six (6) months, they will return as probationary employees as per Article 10.02.

Such employees shall maintain **but** not accumulate seniority after six (**6**) months and as long as they remain out of **the** bargaining unit.

Such employees may return to their previous position in the bargaining unit for the period of up to six (**6**) months. After the six (6) month period, such employees may return to the bargaining unit in accordance with Article 10.

The time limits outlined above may be extended by mutual consent of the parties.



If such employees are discharged from their position outside of the bargaining unit, they shall be deemed discharged from the bargaining unit.

**10.05** In cases of lay-off and recall after lay-off, promotions, work during slowdown periods, the following factors shall be considered:

**(a)** requirements and efficiency of operations, knowledge, training, skill and ability of the employee to perform the required work;

Any training obtained through a temporary transfer would not count as skill and ability for Job Posting purposes. Skill and ability would be acquired through temporary job postings or training postings.

**(b)** seniority.

When qualifications in factor (a) are equal, factor (b) shall govern.

**10.06** Revised seniority lists will be posted by the company every four **(4)** months.

**10.07 (a)** The following will be recognized as separate and distinct seniority groups for purposes of this Article:

(I) Sawmill and Forestry Department

(II) Flooring Department

- (b) Article 10.05 (a) does not apply in the following areas:
- (i) Vacations as outlined in Article 22
  - (ii) Benefits as outlined in Article 24
  - (iii) Postings as outlined in Article 11 or bumping into base rate jobs

**10.08** When jobs are discontinued due to the introduction of new methods and /or equipment or the permanent reduction of operations, affected employees shall be offered employment in accordance with Article 10.05. Employees who require minimal training to perform the alternate employment shall be trained by the company.

## **ARTICLE 11 - JOB POSTINGS**

**11.01 (a)** In the event that vacancies for positions of more than thirty (30) working days duration occur and new positions are created, the company will post such new jobs or vacancies for a period of three (3) working days. Applications for such postings will be made in writing to the company official designated on the job posting notice with a duplicate copy to the union chairperson. Classifications of base rate jobs will not be posted.

(b) In the event a vacancy or training position is not filled from within the seniority group from which the vacancy exists, applications from the other seniority groups will be considered. The successful applicants full seniority will be recognized into the seniority group.

Training positions for apprentices shall be posted division wide.

**11.02** In the event that two (2) or more employees apply, the company will consider the factors outlined in Article 10.05 (a) and (b). Probation employees can apply for job postings, but preferences shall be given to employees with seniority.

**11.03** If the job is not filled as result of the posting, or if no suitable applications are received, the company reserves the right to hire.

**11.04** Three (3) job postings including the original job posting will be posted in accordance with the terms of this Agreement. Thereafter, any vacancy will be filled by the company with consideration to Article 10.05 (a) and (b).

(a) Posted positions will be filled within five (5) working days after the three (3) working day job posting period. The company will post the name of the successful applicant no later than five (5) working days after the decision has been made.

**11.05** The company may, within a trial period of up to ten (10) working days, remove an employee from the job, who, in the opinion of the company, does not possess the necessary skill, or ability, or qualifications, to perform the job available at the company's standard

of efficiency. The trial period may be extended by mutual consent of the union and **the** company.

**11.06** Successful applicants for a posted job will have up to ten (10) working days to return to their original job, which will be classed as temporary for that period. This procedure is considered one job posting for the purposes of Article 11.08.

**11.07** Nothing provided herein shall preclude the company from making a temporary appointment to any such position until the vacancy or new job is filled.

**11.08** It is agreed that the successful applicant of the job posting procedure will not be permitted to reapply for another job posting for a period of three (3) months. No employees shall be allowed to apply for more than two (2) **job** postings during any twelve (12) month period unless the job posting is of higher pay or the employee is transferred by mutual consent.

**11.09** The company agrees to continue **the** training program for specified classifications. These positions will be posted by the company on bulletin boards for three (3) working days in order that all interested employees may apply. Trainees will **be** chosen according to the following factors: seniority, ability, attendance, work performance. The successful applicant cannot sign another Job Training posting for a period of three (3) months, nor more often than two (2) times during any twelve (12) month period. A training period may be from

one (1) to a maximum of thirty (30) working days. The training period may be extended by mutual consent of the parties.

**11.10** A vacancy due to illness, injury or leave of absence for more than thirty (30) working days shall be posted and awarded as per Article 11. These positions will remain in effect until the absent employee returns to work, or the employee's eligibility to return to work expires as per Article 10 after which the vacancy will be posted as a permanent position.

**11.11** Where the Company intends to do major modifications of an existing occupation or introduce a new occupation, the company will notify the union in writing and meet for the purpose of negotiating a rate for the new or modified occupation prior to implementation. At the end of a thirty (30) day trial period following implementation, the parties will meet again to review the matter and the new or modified occupation will become part of the schedule of wages. If a rate increase is justified, the parties agree to retroactive.

**11.12** In the event that a shift, either in whole or in part, is added to any plant or operation, the company will formulate one (1) posting for all new positions to allow existing employees to apply for a maximum of three (3) openings.

## **ARTICLE 12 - TEMPORARY TRANSFERS**

**12.01** For the purposes of this Agreement, temporary

transfers shall mean a transfer not exceeding **thirty (30)** working days unless mutually agreed upon by the company and the union to extend the length of the temporary position.

**12.02** Any employee who, for the convenience of the company, is temporarily transferred to another job shall be paid as follows:

**(a)** if the rate of pay for the job to which the employee is transferred is less than the rate of pay for the employee's regular job, the employee shall receive the higher rate of pay;

**(b)** if the rate of pay for the job to which the employee is transferred is higher than the employee's regular rate of pay, the employee shall receive the higher rate of pay.

**12.03** Employees who, at their own request, are temporarily transferred to another job, shall receive the rate for the job to which they are transferred.

**12.04** Any employee, who, for the convenience of the company, is transferred from the second shift on one (1) calendar day to the first shift on the next calendar day immediately following, shall be paid the full normal hours per day for that shift as outlined in Article 13. This clause will only apply under the following conditions:

**(a)** the employee must work a minimum of five (5) hours of the second shift.

(b) the employee must **report** for the first shift at the normal starting time for that shift.

## **ARTICLE 13 - HOURS OF WORK & OVERTIME**

**13.01** The normal work week shall not exceed forty (40) hours.

**13.02** One ten minute rest period with pay during each half **of each** shift will be provided for all employees. A one half (1/2) hour lunch break will be provided without pay, for all employees.

**13.03** All hours worked in excess of the normal work week or **the** normal hours per day shall be paid as follows:

- a) time and one-half
- b) double time for Sunday unless regularly scheduled

**13.04** When overtime work is required, it will first **be** offered on a voluntary basis to the employees who normally perform the work, then to qualified employees on the basis of seniority.

It is agreed that assigned overtime will be divided as equally as possible among the employees who normally perform **the** work and qualified employees.

**13.05** If the work week is reduced due to a statutory holiday outlined in Article 15, it shall **be** deemed as time worked in Computation of overtime hours.

**13.06** For employees in the Forestry operations, the company will pay employees travel time one (1) way from the Company's designated base gathering place to the place of work at the employee's regular rate of pay. Such hours will not be considered as overtime hours in the computation of overtime pay. A travel time bonus of four dollars (\$4.00) per day will be paid in lieu of return travel time for days worked for Forestry employees.

## **ARTICLE 14 - VACATIONS**

**14.01** Every employee of the company shall be entitled to and shall be required to take, an annual vacation of at least two (2) weeks.

In the event the company decides to shut down plant operation, in whole or in part, the company will notify the employees to be affected of its decision by May 31st of each year. Such shutdown may occur in July or August. Any vacation entitlement shall be taken at this time **except** as otherwise provided for in this Agreement.

**14.02** Vacations will not be permitted to interrupt normal plant operations. The union recognizes the right of the company to stagger vacations for maintenance personnel.

**14.03** The Company agrees to pay the following vacation pay allowances:

**(a)** to employees who have completed **less** than one (1) year of continuous service with the company as of May



31st, a vacation allowance of four percent (4%) of their total yearly earnings over the twelve (12) month period immediately preceding May 31st;

**(b)** to employees who have completed more than one (1) year but **less** than five (5) years of continuous service with the Company as of May 31st, a vacation allowance of four percent (4%) of their total yearly earnings over the twelve (12) month period immediately preceding May 31st and two **(2)** weeks vacation:

**(c)** to employees who have completed more than five (5) years but **less** than twelve (12) years of continuous service with the Company as of May 31st, a vacation allowance of six percent (6%) of their total yearly earnings over the twelve (12) month period immediately preceding May 31st, and three (3) weeks vacation,

**(d)** to employees who have completed more than twelve (12) years of continuous service with the Company as of May 31st, a vacation allowance of eight percent (8%) of their total yearly earnings over **the** twelve (12) month period immediately preceding May 31st, and four (4) weeks vacation.

**(e)** Effective June 1, 1994, to employees who have completed more than twenty-five (25) years of continuous service with the company as of May 31st a vacation allowance of ten percent, (10%) of their total yearly earnings over the twelve (12) month period immediately

preceding **May 31st** and four **(4)** weeks vacation.  
Effective **June 1st, 1996**, five **(5)** weeks vacation.

**14.04** The vacation pay allowances shall be paid **on** or about June 30th.

**14.05** Where an employee is entitled to a period of vacation longer than the annual shut down, the additional vacation may be taken at a time agreed upon by the company and the employee. In the event of conflicting requests for vacation time, preference will be given to the most senior employee, providing their written request is received before May 1st.

**14.06** If the day of observance of a statutory holiday as defined in Article 15 **falls** within the period of approved vacation of any employee, the employee shall be paid for such holiday or the vacation may **be** extended one (1) day, upon the approval by **the** employee's supervisor.

## **ARTICLE 15 - PAID HOLIDAYS**

**15.01** The following holidays shall be paid to employees at their regular rate of pay **if** not worked, and if worked, employees shall be paid at **the** rate of two and **one-half (2 1/2)** times the regular rate of pay:

New Years' Day  
Good Friday  
Victoria Day  
Canada Day  
Civic Holiday

Labour Day  
Thanksgiving Day  
The day before Christmas  
Christmas Day  
Boxing Day

**15.02** Employees must have **completed** their probationary period **to** qualify for payment for the holidays.

**15.03** Payment for the aforesaid holidays shall not be made if an employee does not work their last full regular scheduled shift on the day immediately prior to, and the first regular scheduled shift immediately following paid holidays as outlined in Article 15.01.

**15.04** Where a holiday **fails** on a working day, the parties agree to **substitute** another working day for the holiday. The substituted day shall not be later than two (2) weeks from the date of the holiday, and the day so substituted shall be deemed **to be** the holiday.

**15.05** **Minute of Mourning:** In recognition of workers who have been killed in the workplace, the company agrees to observe a one (1) minute of silence at approximately 11:00 a.m. and lower any flags upon the property to a position of "half mast" on the date of April 28th of each year.

**15.06** For the purpose of payment for the holidays outlined in Article 15.01, employees will **be** paid their regular rate of pay for the number of straight time hours they would normally **work** on that day.

**15.07** Article 15.03 will **not** apply under the following conditions:

(a) absence approved by the supervisor

(b) where an employee was laid-off prior to the holiday and had earned wages on at least twelve (12) days during the four (4) weeks immediately preceding the holiday.

## **ARTICLE 16 - LEAVE OF ABSENCE**

**16.01** The company, in its sole discretion, may grant leaves of absence, or extensions thereof, to employees for personal reasons. Such leaves of absence will not exceed three (3) months. The request shall be provided in writing to the employee's immediate supervisor at least two (2) weeks in advance, if possible, and the reasons for the leave of absence stated. Such leave of absence shall be without pay.

**16.02** Leaves of absence, without pay, will be granted to employees who are required to attend Union business for a period of up to one (1) year or longer if mutually agreed.

**16.03** Leave of absence will **not be** granted for reasons of self employment or seeking alternate employment. If at any time, it is found that employees on leave have accepted employment elsewhere, either temporary or for trial purpose, they will be considered as having quit their job as of that time, and will have lost all of their seniority.

**16.04** Extensions to leaves of absence will be considered by the company if the employee provides:

(a) written notice five (5) working days prior to the expiration date if the leave of absence is less than three (3) months in duration;

(b) written notice two (2) weeks prior to the expiration date if the leave of absence is more than three (3) months.

**16.05** Employees not returning upon the expiration of leave of absence, or extensions thereof, shall be considered to have quit voluntarily.

## **ARTICLE 17 - BEREAVEMENT LEAVE & BEREAVEMENT PAY**

**17.01** When a death occurs in the employee's immediate family, the company shall grant the following time off with pay:

(a) in the case of mother, father, current spouse, children, sister, brother, grandparents, grandchildren, mother-in-law, father-in-law, current step-parents and current step-children, three (3) consecutive days, the last of which must be the day of the funeral;

(b) in the case of a current spouse's grandparents, current brother in-law, current sister-in-law one (1) day which must be the day of the funeral.

**17.02** Employees will **be** paid only for the actual working **day(s)** they will have **missed**. Employees must have completed their probationary period to qualify for payment of bereavement leave.

**17.03** Where it is necessary because of distance, the employee may apply for a personal leave of absence in addition to the bereavement leave. The additional leave will be without pay. Permission for such leave shall not **be** unreasonably withheld.

## **ARTICLE 18 - JURY D U N**

**18.01** Upon completion of the probationary period, the company will pay employees who are required to perform jury service, or are subpoenaed as a witness, the difference between their regular hourly rate for the number of hours normally worked in their regular shift, and the payment received for the **above** service. Employees will present proof of service and the amount of pay received.

**18.02** Payment for jury duty or witness will not be provided under the following conditions:

**(a)** for Saturdays, Sundays and holidays;

**(b)** during an employee's vacation if notice for jury duty or subpoenaed as a witness is received during the vacation. **If** notice is received prior to the vacation, the company shall reschedule the vacation time and grant

jury duty or witness pay according to the provisions of this Agreement;

(c) during a lay-off;

(d) for more than the number of hours regularly scheduled for the employee's job;

(e) in the event that jury or witness service on any **one** (1) day is one-half (1/2) day or less, employees will **be** required to devote the remainder of the day to their regular duties with the company;

(f) for a period in excess of ten (10) days of jury service or witness duty for any one (1) case.

## **ARTICLE 19 - STAND-BY PAY**

**19.01** In the event that employees are required to stand-by for any reason, such employee shall be paid their regular rate of pay for such hours or two (2) hours pay, whichever is greater.

## **ARTICLE 20 - REPORTING ALLOWANCE**

**20.01** Employees reporting for work on a regular shift without having been notified by telephone previously not to report, shall be given four (4) hours pay at their regular rate. This clause will not apply in cases of power failure, fire, flood, or other conditions outside of the control of the company.

**20.02** If required by the company, employees may be asked to perform work during the said four (4) hours, in

any part of the operation at their regular rate of pay.

## **ARTICLE 21 - CALL-IN PAY**

**21.01** Employees who are called back to work, after having left the company premises at the end of their regular shift, shall receive three (3) hours pay at their regular rate of pay, or time and one-half for hours worked, whichever is greater.

**21.02** Call-in pay shall only apply if such call in was not pre-arranged before the employee left the company premises.

## **ARTICLE 22 - MINIMUM RECOMPENSE**

**22.01** If employees commence work on their shift, and the operation stops prior to the completion of their shift, the employees shall receive a minimum of three (3) hours pay at regular rates. To qualify, the employee must accept alternative work if available.

## **ARTICLE 23 - BULLETINBOARDS**

**23.01** The employees shall have the use of bulletin boards in the plant premises for the purpose of posting notices of union activity. All such notices must be signed by the proper officers of the union and approved by the company before being posted.

## **ARTICLE 24 - NOTICES**

**24.01** Any notices required to be made to one party or the other shall be addressed as follows:

(a) To the Company: General Manager



Tembec Forest Products (1990) Inc.  
Huntsville Division  
Box 367,  
Huntsville, Ontario  
P0A 1K0

With a Copy to: Human Resources Representative  
Tembec Forest Products (1990) Inc.  
Box 367 Huntsville, Ontario  
P0A 1K0

(b) To the Union: Union Representative IWA - Canada  
589 Wellington Street West  
Sault Ste. Marie, Ontario  
P6C 3T8

With a Copy to: IWA - Canada  
2088 Weston Road  
Weston, Ontario  
M9N 1X4

## **ARTICLE 25 - HEALTH & SAFETY**

**25.01** The Company shall make all reasonable provisions for the safety and health of its employees. The safety committee, consisting of equal representation from the union and the company shall have the right to make recommendations to the company respecting the safety and health of the employees.

**25.02** The union agrees to co-operate with the company in the enforcement of the approved and posted safety rules.

**25.03** The company may require a medical examination of an employee, at any time, at the company's expense. The employee will be compensated for any regular scheduled hours lost while attending such an examination.

**25.04** The company will supply employees with ear protection, hard hats, eye protection, dust masks and work gloves. The company will supply aprons and rubber boots to employees who require them to perform their jobs. Upon returning any of the above mentioned safety apparel that has **been** damaged or worn out during regular duties, the employee shall receive new apparel from the company at no cost.

**25.05** **New** employees shall sign for the safety apparel outlined in 25.04. **If** the safety apparel is not returned upon termination of employment, the cost will be deducted from the employee's final pay.

**25.06** The company will provide a safety boot allowance of fifty dollars (\$50.00) to all active employees who have six (**6**) months seniority at November 30. The boot allowance will be paid annually on or about December 1st.

**25.07** The company agrees to allow employees to purchase safety footwear by a maximum of two (2) payroll deductions.

## ARTICLE 26-WAGES

### 26.01

The schedule of wage rates, Schedule "A" and schedule "A-1" are attached here to and form part of this Agreement.

**26.02** Shift differentials shall be paid to all employees on shift work as follows:

**(a) Second (2nd) shift:** as long as rotating shifts remain, a shift premium of twenty five cents (\$0.25) per hour.

if non-rotating shifts occur, a shift premium of forty cents (\$ 0.40) per hour.

**(b) Third (3rd) shift:** as long as rotating shifts, a shift premium of thirty five cents (\$0.35) per hour.

if non-rotating shifts occur, a shift premium of fifty cents (\$0.50) per hour.

**26.03** Employees in training will receive the rate one (1) level below the classified rate, except employees training in level one (1) who shall receive the classified rate.

**26.04** Employees will be readily available to work when on pager duty and will be compensated as follows:  
One (1) hour at their regular rate per weekday  
Four (4) hours at their regular rate per weekend  
Two (2) hours at their regular rate on a statutory holiday.

For the purpose of this article, a weekday will be:

Monday to Thursday 4:00 p.m. to 7:00 a.m. of the following day

Friday 1:20 p.m., 12:00 midnight

A weekend will be :

Friday 12:00 midnight to Monday 7:00 a.m.

**26.05** To compensate Forestry employees for the use of their personal chain saw, the company will pay a chain saw and chain saw pant allowance of seventeen dollars (\$17.00) per day. If requested by the Company to make the chainsaw available at the worksite, but not used, a standby allowance of five dollars (\$5.00) per day will be paid.

## **ARTICLE 27 - BENEFITS**

**27.01** The company agrees to provide the following benefits as outlined in the benefit booklets:

(a) one hundred percent (100%) of the cost of OHIP premiums, semi-private coverage;

(b) one hundred percent (100%) of the premium cost of Group Life Insurance of \$15,000.00. One hundred percent (100%) of the premium cost of **AD & D** (accidental death and dismemberment).

Effective March 11, 1995, \$17,500.00.

(c) one hundred percent (100%) of the premium cost of Drug Plan with twenty-five dollars (\$25.00) deductible for family coverage, fifteen dollars (\$15.00) for single coverage.

(d) seventy-five percent (75%) of the premium cost of Weekly Indemnity Plan consisting of two hundred and forty dollars (\$240.00) per week integrated with U.I.C. for illness and accident.

(e) 50% of the premium cost of Dental Plan #7, with plan # 9 coverage (two year lag) .

(f) one hundred percent (100%) of the premium cost of a Vision Care Plan (\$100.00 per family member per 24 month period) ( Deductible to be included in the drug plan deductible) Effective March 11, 1994 ( 125.00 per family member per 24 month period )

**27.02** The coverage outlined above will be administered in accordance with the terms and conditions established by the respective carrier.

**27.03** (a) Group R.R.S.P. The company agrees to contribute ten cents (.10) per employee per hour worked into a group Registered Retirement Savings Plan.

(b) A second R.R.S.P. plan will be introduced at one percent (1%) of gross earnings employee contribution,. The company will contribute thirty percent (30%) of the employees one percent (1%) contribution.

**27.04** (a) Tool Allowance: the company will provide a tool allowance of one hundred and sixty- five dollars (\$165.00) per contract year, paid on the anniversary of the contract, to all employees required by the company to supply their own tools.

(b) Tools broken on the job may be replaced at the

supervisor's discretion.



## **ARTICLE 28 - DURATION OF AGREEMENT**

**28.01** This agreement shall be in effect ~~from March 11, 1993 to March 10, 1996~~ inclusively and thereafter from year to year unless either party desires to amend this Agreement.

The party desiring the change will notify the other party in writing within the period of ninety (90) days before the expiry date of the agreement or before any subsequent anniversary.

**Where** notice is given as provided herein the parties will meet within the following fifteen (15) days or within such further time as the parties agree upon.

In witness whereof each of the parties has caused this Agreement to be signed by duly authorized officers or representatives this 13th day of September 1993.

**SCHEDULE "A"  
WAGE RATES**

	<b>MAR 11/93</b>	<b>MAR 11/94</b>	<b>MAR 11/95</b>
<b>LEVEL 1</b>	<b>\$11.05</b>	<b>\$11.35</b>	<b>\$11.80</b>
<b>LEVEL 2</b>	<b>11.35</b>	<b>11.65</b>	<b>12.12</b>
<b>LEVEL 3</b>	<b>11.62</b>	<b>11.92</b>	<b>12.40</b>
<b>LEVEL 4</b>	<b>12.43</b>	<b>12.73</b>	<b>13.24</b>
<b>LEVEL 5 "A"</b>	<b>12.70</b>	<b>13.00</b>	<b>13.60</b>
<b>"B"</b>	<b>13.06</b>	<b>13.36</b>	<b>13.90</b>
<b>"C"</b>	<b>13.12</b>	<b>13.42</b>	<b>13.96</b>
<b>"D"</b>	<b>13.20</b>	<b>13.50</b>	<b>14.10</b>
<b>"E"</b>	<b>13.52</b>	<b>13.82</b>	<b>14.38</b>
<b>"F"</b>	<b>13.70</b>	<b>14.00</b>	<b>14.60</b>
<b>"G"</b>	<b>13.79</b>	<b>14.09</b>	<b>14.66</b>
<b>"H"</b>	<b>13.98</b>	<b>14.28</b>	<b>14.86</b>
<b>"I"</b>	<b>14.70</b>	<b>15.00</b>	<b>15.60</b>
<b>"J"</b>	<b>15.20</b>	<b>15.50</b>	<b>16.10</b>
<b>"K"</b>	<b>15.70</b>	<b>16.00</b>	<b>16.60</b>
<b>"L"</b>	<b>18.70</b>	<b>19.00</b>	<b>19.60</b>

## **JOB CLASSIFICATIONS**

### **Level 1**

#### **FORESTRY/SAWMILL**

General Labour  
Bulldozer Tail (non rotating)  
Green Chain Piler  
Lumber Handier  
Resaw Tail  
Stacker Pickets  
Tally Person

#### **FLOORING**

General Labour  
Packager  
Pickets  
Rip Saw Hoist  
Strapper  
Warehouse Labour  
Cart Hoist

### **Level 2**

#### **FORESTRY SAWMILL**

D4 operator  
Bulldozer Tail (rotating)  
Bulldozer Operator  
Chipper Operator/Clean Up  
Filer Helper  
Resaw Feed  
Stacker Operator  
Security

#### **FLOORING**

Feed matcher  
Grader (less than 3 mths)  
Knot Sawyer -Finish  
Knot Sawyer -Rough  
Racker/ Grader  
Residue Shipper  
security  
Cut up Sawyer

### **Level 3**

#### **FORESTRY/SAWMILL**

D6 Operator-trail  
Grader Operator  
Loader Operator  
Debarker Operator  
Edgar Operator  
Kiln Operator

#### **FLOORING**

End Matcher Operator  
Grader ( after 3 Months)  
Lift Truck Operator  
Matcher Operator (less than 3 months)  
Quality Control 1 (less than 3 months)  
Rip Saw Operator



## **JOB CLASSIFICATIONS**

Mobile Equipment Operator  
Resaw Operatorw/cant turner  
Resaw Operatorw/o turner helper  
Trimmer Grader  
Trimmer 1  
Truck Driver" D License"

### **Level 4**

#### **FORESTRY / SAWMILL**

D7 Operator-trail  
D6 Operator-roads  
Log Scaler  
Utility  
Engineer 4th class  
Green Chain Grader  
ResawOperator w/o turner & helper  
Lumber Grader -uncertified  
Sawyer (less than 6 mths)

#### **FLOORING**

Utility  
Engineer 4th class  
Matcher Operator(after 3 mth  
Quality Control(after 3 mths)  
Shipper

## Job Classifications **Con't**

### **Level 5**

- A Industrial Millwright Uncertified  
Industrial Heavy Duty Mechanic Uncertified  
Industrial Electrician
- B Filer / Grinder • Flooring
- C Sawyer ( less than 2 yrs)
- D Industrial Millwright Enrollment in Apprenticeship  
Industrial Heavy Duty Mechanic ( 6 mths after enrollment)  
Industrial Electrician ( 6 mths after enrollment)
- E D 7 Operator-roads • Forestry/Sawmill
- F Industrial Millwright ( 6 mths after enrollment)  
Industrial Heavy Duty Mechanic (6mths after enrollment)  
Industrial Electrician (6mths after enrollment)
- G Sawyer
- H Filer ( less than 2 yrs)
- I Industrial Millwright Certified  
Industrial Heavy duty Mechanic Certified  
Industrial Electrician Certified  
Filer  
Industrial Millwright Electrician Uncertified
- J Industrial Millwright Electrician Enrollment in Apprenticeship
- K Industrial Millwright Electrician (6mths after enrollment)
- L Industrial Millwright Electrician Certified