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NON-EMPLOYEES	I.V.		

This Agreement made and entered into this

6th day of February, 1997

- between -

TEMBEC INC.

HUNTSVILLE DIVISION

(hereinafter referred to as the "company")

- and -

**INDUSTRIAL, WOOD & ALLIED WORKERS OF CANADA
(I.W.A. - CANADA)**

(hereinafter referred to as the "union")

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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 workers, 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 ~~LEHIGH INC., HUNTSVILLE DIVISION,~~ Huntsville, Ontario save and except supervisors, persons above the rank of supervisors, office and sales staff, Forestry, Flooring and Sawmill clerical assistants, head log scalers, contractors and contractors' employees, and persons regularly employed for less than five days per month, students employed during the school vacation period, except students performing classified jobs.
- 2.02** The company recognizes the I.W.A. Canada, Local 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 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, sit down, 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 offenses, marital status, family status or handicap as outlined in the Human Rights Code.

ARTICLE 5 UNION SECURITY

5.01 Each employee shall, as a condition of employment maintain **his** membership in the Union. Each new employee shall **as** 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 three cents (\$0.03) 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, 1997, the contribution will increase to four cents (\$0.04).
Effective March 11, 1998, the contribution will increase to five cents (\$0.05).

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.

5.06 The Company agrees to pay union dues for hours worked by plant janitorial contractors. Contracts to be offered annually to employees on a **fixed** rate and by seniority.

ARTICLE 6 UNION COMMITTEES

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)** employees.

- (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.
- (d) The Union chairperson will receive one hour per month paid for the purpose of new member orientation.

ARTICLE 7 GRIEVANCEPROCEDURE

- 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 from 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 employee and the immediate supervisor. The employee 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:

STEP1

The aggrieved employee and the steward shall take the matter to the immediate supervisor in writing within seven (7) days from 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.

STEP2

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.

STEP3

If a satisfactory settlement is not reached at STEP2, 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 STEP2. 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 the 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 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 of Ontario.

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

ARTICLE 10 SENIORITY

- 10.01** The company recognizes the principle of 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. The parties agree that in discipline cases for probationary employees the standard of cause will be less than employees with seniority. 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) 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 may return to their previous position in the bargaining unit for the period of up to six **(6)** months.

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. Employee's 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 preference shall be given to employees with seniority.

11.03 If the job is not filled as a 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 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 a 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 re-apply for another job posting for a period of three (3) months. No employee 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 or 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 of pay for the job to which they are transferred.
- 12.04** Any employee who for the convenience for the company, is transferred from the second shift on one 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 AND 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 work hours per day shall be paid as follows:
- a) time and one-half
 - b) doubletime 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 paid 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 employee 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 for days worked for Forestry employees.

ARTICLE 14 VACATIONS

14.01 Every employee of the company shall be entitled to, and may 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) 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 five (5) weeks vacation.

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

14.05 Where an employee is entitled to a period of vacation longer than the annual shutdown, 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 written request is received before May 1st.

14.06 If the day of observance of a paid 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 Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | The day before Christmas Day |
| Canada Day | Christmas Day |
| Civic Holiday | Boxing Day |

In addition to the above each employee shall be entitled to one floating holiday per year.

- 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 on their last full regular scheduled **shift** on the day immediately prior to, and the first regular scheduled **shift** immediately following paid holidays **as** described in Article 15.01.
- 15.04** Where a holiday falls upon a working day, the parties agree to substitute another working day for the holiday. **This** 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 "halfmast" on the date of April 28th of each year.
- 15.06** For the purposes 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 leave 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** Leave 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 an employee on leave has accepted employment elsewhere, either temporary or for trial purposes, the employee will be considered as having quit as of that time, and will have lost all 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 expiration date if 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 AND BEREAVEMENT PAY

- 17.01** When a death occurs in an 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 DUTY

18.01 Upon completion of the probationary period, the company will pay employees who are required to perform jury service, or 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 subpoena duty will not be provided under the following conditions:

- (a) for Saturdays, Sundays and holidays;
- (b) during an employee's vacation if notice of 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 service or subpoena duty on any one 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 an employee is required to stand-by for any reason, such employees 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 the shift, the employee shall receive a **minimum** of three (3) hours pay at regular rates. **To qualify** employees must accept alternative work if available.

ARTICLE 23 BULLETIN BOARDS

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: Vice-president & General Manager
Tembec Inc.
Huntsville Division
46 King William St.
Huntsville, Ontario
P1H 1G3

with a copy to: Employee Services Supervisor
Tembec Inc.
Huntsville Division,
46 King William St.
Huntsville, Ontario
P1H 1G3

(b) To the union: Union Representative
IWA - Canada
20 East Perth Bay
Sault Ste. Marie, Ontario
P6C 5Z9

with a copy to: IWA - Canada
2088 Weston Road
Weston, Ontario
M9N 1X4

ARTICLE 25 HEALTH AND 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 Article 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 seventy dollars (\$70.00) to all active employees who have six (63) 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 "B", is attached hereto and forms part of this Agreement.

26.02 Shift differentials shall be paid at 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 cent (\$0.50) per hour.

An attendance bonus of fifty cents (\$0.50) per hour on non-rotating weekend third shift. The bonus is conditional upon being at work for all scheduled hours, unless the absence is excused by the supervisor.

(c) Shift premium will be added to all regular and overtime hours worked on the second or third shifts,

26.03 Employees in training will receive the rate one (1) level below the classified rate, except employees training in level one (1) positions 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. to 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 chain saw available at the worksite, but not used, a standby allowance of five dollars (\$5.00) per day will be paid.

26.06 Employees performing the Lead Hand classification shall be paid a premium of seventy-five cents (\$0.75) per hour.

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 O.H.I.P. premiums, semi-private hospital coverage;
- (b) one hundred percent (100%) of the premium cost of Group Life Insurance of \$17,500.00. One hundred percent (100%) of the premium cost of A.D.&D. (Accidental Death and Dismemberment).
- (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) one-hundred percent (100%) 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) fifty percent (50%) of the premium cost of a Dental Plan #7, with plan #9 coverage (Two (2) year lag). 100% reimbursement.
- (f) one hundred percent (100%) of the premium cost of a Vision Care Plan (\$175.00 per family member per 24 month period) (Deductible to be included in the Drug Plan deductible).

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 (\$0.10) per employee per hour worked into a group Registered Retirement Savings Plan.
- b) A second R.R.S.P. plan shall be in effect where employees shall contribute one percent (1%) of their gross earnings. Effective August 3, 1997, the employees' contribution shall be increased to 3%, and effective March 11, 1998 such contribution shall be increased to 4%. The company will contribute thirty percent (30%) of the employee's contributions.
- 27.04** a) Tool Allowance: the company will provide a tool allowance of two hundred dollars (\$200.00) per contract year, such allowance will be 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

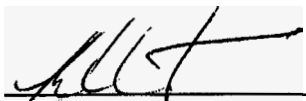
28.01 This Agreement shall be in effect ~~from March~~ ^{*} 11, 1996 to March 10, 1998 inclusively and thereafter ~~from year~~ to year unless either party desires to amend the agreement.

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.

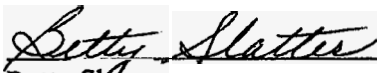
Where notice is given as provided herein the parties will meet within the following fifteen (15) days or within such further time as the parties agree upon.

In Witness whereof each of the parties has caused this Agreement to be signed by duly authorized officers or representatives this 6th day of February, 1997.

FOR THE COMPANY:


Kenton Martin
Vice-president & Gen. Mgr. Huntsville Division

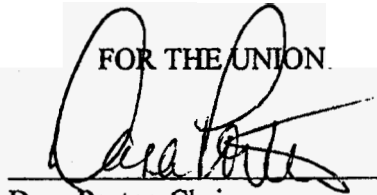

Tim Martin
Superintendent, Flooring Department



Betty Slater,
Sawmill Production Supervisor

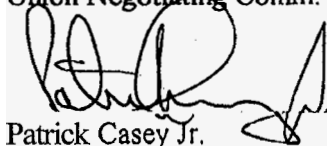

Cathy Wagstaff
Employee Services Supervisor


Conrad Blake
Human Resources Manager

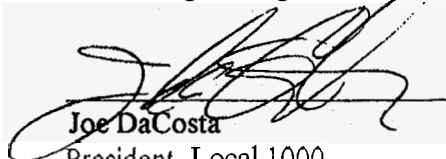
FOR THE UNION.


Dana Porter, Chairperson
Union Negotiating Comm.


Ken Niemi
Union Negotiating Comm.


Patrick Casey Jr.
Union Negotiating Comm.

Steve Saunders
Union Negotiating Comm.


Joe DaCosta
President, Local 1000

Schedule "A"
WAGE RATES
Flooring Plant Job Classifications

Year 1 - Effective March 12, 1996

POSITION	1	2	3	4	5	6	7	8
RATES	12.30	12.62	12.90	13.74	14.10	14.50	15.36	16.10
General Labourer	X							
Feed Matcher		X	>6 mth					
Knot Sawyer - Rough		X						
Residue Shipper		X						
Optimizing Packager		X	>6 mth					
Lug Loader		X	>6 mth					
Trimmer Operator		X						
Knot Sawyer - Finish		X	>6 mth	>12mth				
Rerip Tail/Utility (All Level 2)		X						
Lift Truck Operator			X					
Rip Saw/Hoist Operator			X					
Optimizing Operator/Grader			X	>6 mth				
Grader/Nester			X	>6 mth	>18mth			
Utility				X	All Jobs			
Rerip Operator/Utility				X				
Lift Truck Operator/Shipper				X				
Shipper/Inventory				X	>18mth	>3 yrs		
Matcher				X	>6 mth	>18mth	>3 yrs	
Quality Control					X	>18mth		
Filer						X	>2 yrs	

POSITION	D	C	B	A	CC	BB	AA
RATES	14.10	14.60	15.10	16.10	16.60	17.10	19.60
Industrial Millwright	X	Enrolled	6 mths				
Industrial Electrician	X	Enrolled	6 mths				
Industrial Machinist	X	Enrolled	6 mths	Certified			
Industrial Electrician/Millwright					Enrolled	6 mths	Certified
Industrial Millwright/Machinist					Enrolled	6 mths	Certified

Schedule "A"

WAGE RATES

Sawmill and Forestry Job Classifications

Year 1 • Effective March 12, 1996

POSITION	1	2	3	4	5	6	7	8
RATES	12.30	12.62	12.90	13.74	14.10	14.50	15.36	16.10
General Labourer	X							
Resaw Feed		X						
Security		X						
Chipper Operator/Cleanup		X						
Filer Helper		X						
Stacker Operator		X						
Truck Driver/Cleanup			X					
Grader Operator			X					
Loader Operator			X					
Debarker Operator			X					
Edger Operator			X					
Mobile Equipment Operator			X					
Resaw Operator			X					
Trimmer Grader			X					
Bulldozer Operator			X					
Kiln Helper/Cleanup			X					
Engineer 4th Class				X				
Kiln Operator				X				
Resaw Operator w/o Helper				X				
Shipper/Inventory				X	>18mth	>3 yrs		
Utility					X			
Circular Saw Filer					X			
Bulldozer Operator					X		>2 yrs	
Log Scaler					X		>2 yrs	
Lumber Inspector Uncertified					X			
Lumber Inspector " L A						X	>2 yrs	
Sawyer							X	>2 yrs
Filer							X	>2 yrs

	D		B	A
RATES	14.10	14.60	15.10	16.10
Heavy Industrial Mechanic	X	Enrolled	6 mths	Certified
Industrial Millwright	X	Enrolled	6 mths	Certified

Schedule "B"
WAGE RATES
Flooring Plant Job Classifications

Year 2 - Effective March 12, 1997

POSITION	1	2	3	4	5	6	7	8
RATES	12.60	12.92	13.20	14.04	14.40	14.80	15.66	16.40
General Labourer	X							
Feed Matcher		X	>6 mth					
Knot Sawyer - Rough		X						
Residue Shipper		X						
Optimizing Packager		X	>6 mth					
Lug Loader		X	>6 mth					
Trimmer Operator		X						
Knot Sawyer - Finish		X	>6 mth	>12mth				
Rerip Tail/Utility (All Level 2)		X						
Lift Truck Operator			X					
Rip Saw/Hoist Operator			X					
Optimizing Operator/Grader			X	>6 mth				
Grader/Nester			X	>6 mth	>18mth			
Utility				X	All Jobs			
Rerip Operator/Utility				X				
Lift Truck Operator/Shipper				X				
Shipper/Inventory				X	>18mth	>3 yrs		
Matcher				X	>6 mth	>18mth	>3 yrs	
Quality Control					X	>18mth		
Filer						X	>2 yrs	

POSITION	D	C	B	A		CC	BB	AA
RATES	14.40	14.90	15.40	16.40		16.90	17.40	19.60
Industrial Millwright	X	Enrolled	6 mths	Certified				
Industrial Electrician	X	Enrolled	6 mths	Certified				
Industrial Machinist	X	Enrolled	6 mths	Certified				
Industrial Electrician/Millwright						Enrolled	6 mths	Certified
Industrial Millwright/Machinist						Enrolled	6 mths	Certified

Schedule "B"

WAGE RATES

Sawmill and Forestry Job Classifications

Year 2 - Effective March 12, 1997

POSITION	1	2	3	4	5	6	7	8
RATES	12.60	12.92	13.20	14.04	14.40	14.80	15.66	16.40
General Labourer	X							
Resaw Feed		X						
Security		X						
Chipper Operator/Cleanup		X						
Filer Helper		X						
Stacker Operator		X						
Truck Driver/Cleanup			X					
Grader Operator			X					
Loader Operator			X					
Debarker Operator			X					
Edger Operator			X					
Mobile Equipment Operator			X					
Resaw Operator			X					
Trimmer Grader			X					
Bulldozer Operator			X					
Kiln Helper/Cleanup			X					
Engineer 4th Class				X				
Kiln Operator				X				
Resaw Operator w/o Helper				X				
Shipper/Inventory				X	>18mth	>3 yrs		
Utility					X			
Circular Saw Filer					X			
Bulldozer Operator					X		>2 yrs	
Log Scaler					X		>2 yrs	
Lumber Inspector Uncertified					X			
Lumber Inspector NHLA						X	>2 yrs	
Sawyer							X	>2 yrs
Filer							X	>2 yrs

POSITION	D	C	B	A
RATES	14.40	14.90	15.40	16.40
Heavy Industrial Mechanic	X	Enrolled	6 mths	Certified
Industrial Millwright	X	Enrolled	6 mths	Certified