

COLLECTIVE AGREEMENT

between

WAFERBOARD CORPORATION LIMITED
(hereinafter referred to as the "Company")

and

CANADIAN PAPERWORKERS UNION LOCAL 37
(hereinafter referred to as the "Union")

SOURCE	Company		
EFF.	01	06	82
TERM.	31	05	84
No. OF EMPLOYEES NOMBRE D'EMPLOYÉS	300		

ARTICLE 1 - Purpose

The purpose of this Agreement, is to secure for the Company and the Union, the full benefits of orderly and legal collective bargaining in respect to hours, wages, working conditions and to ensure to the utmost extent possible, the safety and physical welfare of the employees, economy of operation, **quality** and quantity of output and the protection of property. This Agreement, moreover, seeks to provide for fair and peaceful adjustments of all disputes that may arise between the parties. It is **recognized** as a duty of the parties hereto and of all employees to abide to all the terms and conditions of this Agreement and to cooperate fully, individually and collectively, **for** advancement of the condition set forth herein.

ARTICLE 11 - RECOGNITION

2.01 a) The Company **recognizes** the Union as the sole collective bargaining agent of all employees in the Waferboard plant located in Ogden Twp. Sr. Al. 937 save and except: foremen, those above the rank of foremen, office staff, laboratory staff,, scaler, students not affecting the work force, contractors and employees of contractors who are engaged to perform occasional special services, as per past established practices Said services performed by contractors shall not result in any reduction of the work force covered by this collective agreement.

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ARTICLE 11 - Recognition (cont'd)

2.01 b) In cases of construction work for the Company, employees who are on lay-off will be given preference of employment provided they are able to perform the work required.

2.02 Supervisory personnel shall not perform work which would normally be a function of an employee in the job classifications covered by this Agreement, except when instructing employees' or cases which' **involve** physical danger to employees or danger to property,, and except in the form of casual assistance and spell-off at coffee break or lunch period.

ARTICLE 111 - Period

3.01 The Company and the Union agree one with the other that they will abide by the Articles of this Agreement from June 1, 1982 to May 31, 1984 inclusive, and **from year** to year thereafter unless either **party desires** to change or terminate this Agreement, in which case the party desiring the change or. termination shall notify the other party in writing, 'at least sixty **(60)** days prior to May 31st of that particular year that **such is** its desire. Either party opening the Agreement in the manner provided above **shall notify** the other party, in writing, as to the changes desired.

ARTICLE 1V - Wage Schedule

4.01 The wage schedule is attached hereto and forms a part of this Agreement.

4.02 If during the life of this Agreement, a significant change in job content in physical or mental requirements occurs in any job classification listed in the attached wage schedule the rate thereto shall be adjusted by **negotiations** between the parties. Upon failure to reach agreement the matter may be referred to Section **8.03**, stage **111** of the grievance procedure.

ARTICLE IV - Wage schedule (cont'd)

4.03 For classified jobs not listed in this wage **schedule** the Company may set estimated or temporary **rates**. Any such rates will be based on comparison with prevailing rates for a similar and/or related occupation in the attached wage schedule. After a trial period of thirty **(30)** days any such rate or rates shall be **negotiated** with the Local Union and upon agreement **shall become** part of the wage schedule, and payment made retro-active, and after the thirty **(30)** day trial and following **negotiations** for such rates with the Local Union, if no agreement, is reached on the rate, the matter shall become subject to the grievance procedure beginning at Section 8.03, stage 111.

ARTICLE V - Union Membership

5.01 All present employees who are members of the Union and those who may become members of the Union shall maintain such membership in good standing as a condition of continued employment.

5.02 Employees shall make application to join the Union when first approached to do so by a duly **authorized** Union official or representatives. The Company shall upon hiring advise all new employees by letter, with a copy to the local Union, to report to the Local Union within **(10)** days of commencing work. Failure of an employee to comply with the conditions herein shall be cause for immediate **termination** of employment.

5.03 For each individual employee, who is a member of the Union or applies to become a member the Company agrees that it will, on his behalf and upon his written request, pay Union initiation fees and/or monthly membership dues from monies due him.

5.04 Remittance of all deductions shall be sent to the Financial Secretary of Local **37**, said remittances to be accompanied by **itemized lists.in** alphabetical order, in duplicate, showing full names and amounts, The Company shall deliver the above not later than the end of the following month.

ARTICLE V - Union Membership (cont'd)

5.05 The local Union shall furnish the Company with a list of Local Officers and Representatives, and shall amend these lists as changes occur.

5.06 The Company will furnish a list of supervisory personnel to the Union Office at the start of the contract year and amend it, if required, at the end of each month; the amended list will show the effective date of the changes. Failure to advise the Union of such changes **will not** in any way affect the authority of supervisors.

ARTICLE VI - Vacation with Pay

6.01 Vacation with pay credits shall be paid on the following basis and each **2%** increment of vacation pay entitles an employee to one week in time off:

- a) 4% of gross earnings for employees who have less than four (4) years service with the Company.
- b) 6% of gross earnings for employees who have four (4) years or **more but less** than eleven (11) years service with the Company.
- c) 8% of gross earnings for employees who have eleven (11) years or more but less than twenty (20) years. service **with the** Company.
- d) **10%** of gross earnings for employees who have twenty (20) years or more service with the Company.
- e) Supplementary Vacation with Pay

Employees who have worked more than fifteen (15) years for the Company shall receive the following additional vacation in the calendar year in which they attain:

Age 60 - 1 week	(2% of gross earnings)
Age 61 - 2 weeks	(4% of gross earnings)
Age 62 - 3 weeks	(6% of gross earnings)
Age 63 - 4 weeks	(8% of gross earnings)
Age 64 - 5 weeks	(10% of gross earnings)

ARTICLE VI - Vacation with Pay (cont'd)

For purposes of this Agreement the vacation year shall begin July **1st** each year, and seniority will be acquired and maintained as defined in Article **XII** of this Agreement.

6.02 An employee who has been continuously employed for one **(1)** year shall take vacation time off in accordance with the provisions of Section **6.04** herein.

6.03 Accrued vacation with **pay** shall be paid to each employee by cheque to be issued at the time of layoff or at the time vacation is taken. Where the **employee is** discharged for cause or quits he shall be paid his accrued **vacation .withpay** at the next regular pay day.

6.04 A plant vacation shutdown of two weeks duration, or any further period as may be mutually agreed to between the Company and the Union, **will** be scheduled each year during the off school summer period.

The Company will notify the Union at least one month in advance of a proposed vacation shutdown in order to allow for consultation between the Company and the Union as to duration **and timing** of such said shutdown.

An **employee** who works during the vacation shutdown and/or who is entitled to vacation time off in **excess** of the duration of the vacation **shutdown** will be allowed to take such time off upon notice in writing to his supervisor. In case too many eligible employees would seek additional time off, thereby **jeopardizing** efficiency of operation, time off will be scheduled in accordance with seniority.

ARTICLE VII - Holidays with Pay

7.01 Employees shall be paid without the performance of work for the following Holidays at their regular rate of pay:

New Year's Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Dominion Day	Labour Day
Civic Holiday	(1st Monday in August)
January 2nd	

In addition, employees with six **(6)** months seniority will be granted **two floating holidays** per year to be taken at a time satisfactory to the employee and his supervisor.

Requests for floaters are to be submitted in writing a least three **(3)** working days in advance of the floater with the exception of emergency situations. Management will confirm within twenty-four **(24)** hours of receiving the request.

All floaters not taken prior to June **1st** each year will be paid by the Company. An employee who by reason of layoff not exceeding twenty-one **(21) working days** is prevented from taking an earned floating holiday, shall be paid for the holiday if it cannot be otherwise scheduled during the calendar year. An employee who by reason of layoff is prevented from taking his floating holidays, shall receive pay in lieu of such holidays. Seniority shall apply in the event floaters are taken in excessive numbers.

7.02 When any of the above holidays fall on Saturday, it shall be observed on the preceding Friday and if the holiday falls on **Sunday, it** will be observed on the following Monday or as otherwise agreed. For purpose of this Agreement a Holiday shall begin at **08:00** hour that day and end at **08:00** hour the following day.

ARTICLE V11 - Holidays with Pay (cont'd)

7.03 a) An employee who has established seniority in accordance **with** Article **X11**, and who works any of the available work days within the thirty **(30)** day period prior to the Holiday, and who **works** the last scheduled shift prior to the Holiday and the first scheduled shift following the **Holiday**, shall receive pay for the Holiday.

7.03 b) Employees who ask and accept to work on a holiday will do so in writing, with a copy to the Local **.Union.** on forms *to* be **supplied** by the Company and will be paid as specified in Article **11.06** (a) of this Agreement. Employees who have accepted to work on a holiday and do not report for work will not be paid for the holiday, except where an employee was unable to report for work for reasons beyond his control.

7.04 An employee who qualifies under Section **12.02** and is on vacation as specified in Article **V1**, shall be entitled to holiday pay and additional time off for any holidays **occurring** within such vacation period.

7.05 An employee who qualifies under Section **12.02** (a) and who is obliged to cease due to a layoff during *the* twenty-one **(21)** day period immediately prior to the holiday, shall receive holiday pay for all the holidays **within** such twenty-one **(21)** day period.

7.06 An employee who qualifies under Section **12.02** (a) and who is obliged to cease work due to sickness or accident certified by a licensed practitioner during the twenty-one **(21)** day period immediately prior to the Holiday, shall receive holiday pay for all holidays within such twenty-one **(21)** day period.

ARTICLE VIII - Adjustments of Grievances

8.01 (a) All disputes between employees and the company shall be settled by the following procedures.

8.01 (b) A grievance under the provisions of this Agreement is defined to be any difference between the parties or between the Company and employees covered by the Agreement involving the interpretation, application, administration or alleged violation of any of the provision of this **Agreement**.

8.02 The company shall **recognize** the Grievance **Committee** which shall consist of the President and two executive officers. The Company shall be notified in writing as to the names of the Union **Committee**.

8.03 Stage 1 - Any grievance arising during the term of this Agreement must be presented for adjustment within fifteen (15) days. A grievance of an employee shall be **taken** by the employee singly or together with the President or Executive Officer of Local Union directly to the employee's **immediate** supervisor and a decision thereon shall be rendered within two days from the presentation of the **grievance**.

Stage 11 - If this decision is not satisfactory to the aggrieved employee, within ten (10) days the matter shall **be** taken up by the Grievance **Committee** and the Plant Manager. Failing a satisfactory adjustment then,

Stage 111 - Within 10 days the matter shall be referred to the General Manager or his representative by the Grievance **Committee** and the National Representative. Failing a settlement within 15 days then,

Stage 1V - Either party may within the following fifteen (15) days, refer the matter to Arbitration. In arbitration, the **Company** and the Union shall each select one man; these two (2) shall select a third party who shall act as **Chairman**, Either party shall appoint its nominee not later than (5) days after the receipt of written notice of the other party's nomination.

ARTICLE Vlll - (cont'd)

In **the event of the failure of the two (2)**

men selected by the respective parties to select a third party as provided above, they shall ask the Provincial Minister of Labour to appoint a third party.

All time limits mentioned in the grievance procedure may be extended by mutual consent of the Company and the Union.

8.04 It is understood that the function of the Arbitration Board shall **be to** interpret and apply the Agreement and that it shall deal only with the specific questions as submitted and shall have no power to alter, add **to**, or amend this agreement, However, the function of the Arbitration Board shall include the power to consider adjustments to individual job classifications under Section 4.02 and rates. for job classifications under Section 4.03 and to revise the rates therefore. The Arbitration Board shall have no power to decide questions involving general wage adjustments.

8.05 Sundays, Statutory and **Legal Holidays** shall not be included in any time limits in **this Article** of Agreement.

8.06 A grievance arising from a claim by an employee that his discharge or suspension by the Company was unjust or contrary to the terms of this Agreement, must be dealt with, in writing, by both parties and must be presented to the Company not later than ten **(10)** days after the discharge or suspension becomes effective. Grievances dealing with suspension shall be processed in the first stage whenever possible. Where such an employee's grievance is not processed from the first stage, it may be processed starting at the second stage of the Grievance Procedure. In the case of suspension by the Company, the Company shall notify the employee, in writing, of the reason for such suspension. Discharge grievances will be processed beginning at Stage **11** of the **grievance** procedure. The **Company** shall notify the employee in writing of the reason for discharge within two **(2)** days of his discharge.

8.07 Each party to this Agreement shall pay all expenses of the member of the Arbitration Board selected by it or by the Minister of Labour and shall share equally in the fees and expenses of the third member of **the Board.**

8.08 Grievances which involve Company policy in respect to the interpretation, application, administration or alleged violation of the Agreement may be processed commencing at Stage **11** of the grievance procedure

8.09 If the Company has a grievance as defined in Section **8.01 (b)**, it shall commence at Stage **11** of this grievance procedure by the General Manager or his representative presenting the matter in writing, to the officers of the Union.

8.10 Employees to be discharged by the Company will be provided with Union representation.

ARTICLE **1X** - No Strike - No Lockout

9.01 There shall be no strike, stoppage of work or slow-down called or **supported by the** Union or its members, and no lockout caused by the Company during the **life of this** Agreement.

ARTICLE **X** - Working Conditions

10.01 (a) It is agreed that the Company and the Union will co-operate collectively in improving safety and first-aid practices. The Company and the Union further **agree to** set up and maintain a joint safety committee to promote safe working conditions and practices. The Company will have a qualified first aid men on each shift.

A complete safety inspection shall be carried out at regular intervals, at least once a month, by a minimum of two members of the joint safety committee (one from the Union and one from Management). Time spent on such safety activities shall be considered as time worked. Such inspections will not interfere with normal mill operations.

ARTICLE X - (cont'd)

10.01 (b) The **.Companywill** provide **.free** of charge **the .following** safety apparel and equipment:, rain suits, coveralls for all maintenance work, welding shields and aprons where required,.

The wearing of safety equipment and apparel will not become a condition of employment unless agreed to by the Company and the Union.

10.02 The Company agrees to discuss with the Union ways and means of improving conditions for all employees covered by this Agreement

10.03 (a) The Company will provide an adequate lunch room and will install a low heat over. Fly control measure shall be carried out in the lunch room and cold water will be supplied at three different locations **in`the** plant.

10.03 (b) Car plug-ins shall be provided for **.employees'** cars at the Company's plant parking lot.

10.04 **During** the term of this Agreement, the Company will in consultation with the Union, take such measures as required to improve ventilation, heating and dust control in the plant as economically and practically feasible, as determined by the **Company.**

10.05 The present vacuum cleaner provided for cleaning the employee's clothing **will** be maintained.

10.06 The present shower room facilities will be maintained.

ARTICLE X - Working Conditions (cont'd)

10.07 Every payday payroll sheets shall be provided to all employees showing the rates of pay, hours worked, earnings and **deductions**.

The Company will pay its employees by cheque with maximum of a one week hold-back every second Thursday.

10.08 The Company agrees that it will provide free coverage against loss by fire or breaking of tradesmen's tools normally required by tradesmen to the actual value of such tools and coverage for theft, should the complete tool chest and contents be stolen, while on **authorized** Company property or work sites. In order to receive this coverage tradesmen shall be required to supply to the Company a list of such tools, so that proper coverage can be provided.

ARTICLE XI - Hours of Work

11.01 The work week shall consist of forty (40) hours.

11.02 (a) For the purpose of this Agreement, a Saturday or a Sunday shall **commence** at **00:01** hour and end at **24:00** hour.

11.02 (b) The work day for employees not on **shift** shall consist of eight (8) consecutive hours between **8:00** hour to **16:30** hour, mealtime excluded, Monday to Friday inclusive.

11.03 Seven (7) days week operation.

a) For employees on one shift, the work day shall be between **8:00** a.m. to **4:30** p.m., mealtime excluded.

ARTICLE XI - Hours of Work (cont'd)

- 11.03 (b) For employees on two shifts, the hours of work shall be in accordance with the following schedule:
- #1 shift **8:00** hour to **16:30** hour,
 - #2 shift **16:30** hour to **1:00** hour, mealtime excluded
- (c) For employees on three shift, the hours of work shall be in accordance with the following schedule:
- #1 shift **00:00** hour to **8:00**
 - #2 shift **8:00** hour to **16:00**
 - #3 shift **16:00** hour to **24:00**, mealtime included.

Such employees will be **.excluded** from the provisions of time and one half for Saturday in **11:06** (a) if such work is part of their regular scheduled hours of work.

- (d) All time **worked in** excess of his scheduled shift and on his scheduled days off shall be paid for at the rate of **time and one** half.
- (e) The above shift schedules shall remain in effect unless otherwise mutually agreed to.
Employees scheduled on day shift and transferred by the Company for a full shift on production day shift will be subject to the same hours of work as specified in (b) and (c) of Section 11:03.
- (f) Employees on two and three shifts shall be paid a shift premium of twenty cents (**.20¢**) per hour for all hours worked on a second and third shift.

ARTICLE X1 - Hours of Work (cont'd)

11.03 g) Employees on **continuous operation** must remain on the job until replaced by their **relief** or replacement (maximum of two **(2)** hours). Employees who *are* required to remain at their work station and have no transportation will be provided with transportation to their residence by the Company.

The Company **will 'give** permission to employees requesting to be **excused ,from** such work for valid reasons.

11.04 (a) All employees will be allowed a fifteen **(15)** minute coffee break at the mid-point of each half shift and one-half **(½)** hour for lunch at the mid-point of **each** shift, however, such coffee breaks may be delayed or advanced by fifteen **(15)** minutes, and the lunch period by **½** hour, to meet production requirements. Timing for coffee breaks and lunch period. will be from leaving the respective work station to returning to it. Lunch and coffee breaks are on Company time unless **otherwise** specified in this Agreement. An employee who **is required** to work more than two hours **or more overtime. will be allowed ½** hour for lunch on Company time upon having worked two hours consecutive to his shift and a choice of hot meal including beverage will be provided and paid **for. by** the Company and a light lunch with beverage for the second half of the shift will also be provided to the employee free of charge,.

Where an employee knows prior to reporting for work that he will be working a double shift he will be expected to provide his own lunch.

11.04 b) Individual employees can elect to spend their lunch breaks either in the lunchroom or outside of the Company's premises, unless otherwise mutually agreed.

ARTICLE XI - Hours of work (cont'd)

11.05 If an employee reports for work and no work is available he will receive four (4) hours pay for reporting to work, if he commences work and no work is available for him to complete his shift, he shall be paid eight (8) hours pay at his regular rate.

To qualify for the above, the employee must remain on job until told by the foreman that he may leave and must accept other than his normal work if it is offered, provided he is adequately dressed to perform such work.

11.06 (a) Time worked in excess of eight (8) hours per day or shift, all hours worked on Saturdays, Sundays and paid holidays, and all hours worked by an employee outside his scheduled shift shall be paid for at the rate of time and one half.

Time worked in excess of eight (8) hours per day or shift on Sundays and Paid Holidays shall be paid for at the rate of double time.

11.06 (b) If an employee, who has completed his scheduled work week accepts to work on Saturday or Sunday, such overtime shall be posted on the preceding Thursday, unless the requirements for such overtime were unpredictable. If he is available for the posted overtime work and is unable to commence work for reasons beyond his control, he shall receive four (4) hours pay at the overtime rate provided he remains available for the four (4) hour period if so requested by the Company and accepts alternate work if it is offered provided he is adequately dressed to perform such said work.

11.06 (c) Employees who are willing to work overtime, will be required to signify by giving their names to their supervisor each week on forms to be supplied by the Company.

ARTICLE X1 - Hours of Work (cont'd)

Employees who apply for overtime must report for work when requested.

Overtime requirements will be distributed as equally as possible among employees who make themselves available and who normally perform the work in the classifications requiring the overtime.

11.06 (d) An employee who **is** called back for work after completing his day or shift shall be paid time and one half for the hours worked, but in no case shall he receive less than four, **(4)** hours pay at straight time rate.

ARTICLE X11 - Seniority

12.01 (a) The Company recognises the principle of seniority. Seniority shall govern in promotion, transfers, layoffs and recalls after layoffs, subject to reasonable consideration of skill, ability and efficiency to perform the work **required**.

An employee's seniority shall be his length of service with the Company dating back to his original hiring date or in case his service was broken, as defined in Section **12.03** his hiring date after his last break in service.

It is agreed that an employee's seniority will be cancelled if there should be conclusive evidence that he would have been capable of performing **his regular** work while absent for medical reasons or that he worked for *wages* elsewhere while on **authorized** leave of absence,

ARTICLE X11 - Seniority (cont'd)

Time off due to sickness or accident must be certified by a licensed physician, dentist or chiropractor. An employee who has accrued seniority and **is on authorized** leave of absence on Union Business shall accrue seniority while on such leave.

An employee who has accrued seniority and is then employed by the Union shall continue to accrue seniority for a period not exceeding one month and retain such accrued seniority for a period not exceeding one year, unless otherwise mutually agreed to. **An** employee who has accrued seniority and is then employed by the Company in a position beyond the scope of this Agreement shall continue to accrue and retain seniority for a period not exceeding one year unless otherwise mutually agreed to. Such employee may upon proof of Union membership in good standing, exercise his seniority to return to the bargaining unit.

12.01 (b) An employee **who has** been absent from work due to accident, sickness, or **authorized** leave of absence has the right to return to the job classification he held prior to such absence.

12.02 A new employee of the Company shall be considered a probationary employee until he has completed forty-five **(45)** days of work in one period of employment except in cases of layoff. During the probationary period the Company may terminate an employee without Union representation.

12.03 An employee shall lose all seniority if he:
a) quits or is discharged and not reinstated through the grievance procedure.

ARTICLE X11 - Seniority (cont'd)

b) fails to report for work following recall as provided in Section 12.04 **(b)** or fails to return from **authorized** absence on the date specified unless in either case his return to **work** on time is prevented by circumstances beyond his control and he has taken the necessary steps to advise the Company,

c) is absent without permission for two consecutive days unless such absence is for reasons beyond his control and he has taken the necessary steps to advise the Company.

12.04 (a) In cases of layoff., the Company will notify in writing, the employees intended to be laid off and the Local Union at least seven **(7)** calendar days in advance except in cases of machinery breakdown or electrical power failure.

12.04 (b) When the date of recall is known or anticipated at the time of layoff, employees leaving will be informed accordingly. In all other cases, notice in writing will be mailed to an employee at his given address with copy to the Union Office, at least ten **(10)** days before he is required to report to work. Employees are required to acknowledge receipt of such notice, four days in advance of the specified return to work date and report for work on the date specified unless other arrangements have been made in writing.

12.04 (c) If as a result of a layoff or for any other reasons, it is necessary to transfer an employee from one job classification to another, senior employees will be given preference. Provided the employee has the aptitude of skill, efficiency and ability, he will be-trained by the Company in order to meet the job requirements. An employee will be allowed five **(5)** working days in which to qualify for the job requirements or such other period as may be mutually agreed to.

ARTICLE X11 - Seniority (cont'd)

12.04 (d) Employees receiving notice of layoff as specified in Section 12.04 (a) must advise the Company at least two working days after receiving such notice as to which classification he wants to be transferred to, Employees failing to advise the Company will be transferred by the Company.

12.05 (a) When an employee is transferred at the request of the Company to, meet production requirements to a lower paying job, the employee will be paid at the rate of the job from which he has been so transferred.

12.05 (b) For a transfer at the request of the employee, payment from the date of transfer will be made at the rate of the new occupation or classification.

12.05 (c) Promotions shall mean advancement to a job which carries a higher rate of pay.

12.06 1. Where a vacancy occurs immediate notice thereof will be posted on the bulletin board for a period of **seven, (7)** calendar days for which the Company may make a temporary **appointment to** such vacant job. However, in case replacement is required for a vacancy of less than seven **(7) calendar** days, such vacancy may be filled by temporary **appointment.**

However, ~~when~~ a vacancy is caused by an employee's absence due to **disability** or **authorized leave** of absence exceeding thirty **(30)** days, such vacancy will be considered and posted as "Temporary".

2. Employees will not be considered for a vacant job, unless they apply in writing during the seven **(7)** calendar day period on forms to be supplied by the Company. A copy of such form will be retained by the applicant and a copy will be given to the Union.. All reasonable effort will be made to advise absent employees or such vacancy.

ARTICLE X11 - Seniority (cont'd)

3. The vacancy will be filled by the **senior** applicant provided he has the aptitudes of skill, ability and efficiency to meet or to be trained by the Company to meet the job requirements. An employee accepting the posted job shall be allowed a minimum of five **(5)** working days in which to **qualify for** the job requirements or any further **time**, as may be mutually agreed to. **Failure** of an employee to qualify, shall entitle him to return to his former job. Name(s) of **successful** applicant(s) will be posted for at least three **(3)** working days by the Company on the bulletin board in all cases.

However, in cases of temporary vacancies, applicants will be accepted for the vacancy only if the open position is a promotion for them.

12.07 An employee who has successfully claimed and filled a job shall be ineligible to further bid for another vacancy before three **(3)** months have elapsed unless such vacancy is a promotion.

12.08 A **seniority list** shall be prepared and posted monthly **on** the bulletin board by the Company, showing the effective date of hiring of each employee. A copy of **such list** shall be given to the Local Union.

ARTICLE X111 - Bulletin Boards

13.01 The Union shall have the right to post notices dealing with Union affairs upon Bulletin Boards of the Company, with proper approval of the Plant Manager.

ARTICLE XIV - Access to Plant

14.01 Representatives carrying proper credentials shall have the right to visit all operations specified in this Agreement in connection with Union Business as it pertains to this Agreement. Credentials carried by the Union Representatives will be signed by the President and the Secretary of the Local Union and shall be presented to a company official upon arrival on the operations. Such visits shall not interfere with the operations of the Company.

ARTICLE XV - Management Rights

15.01 The Union agrees that the Company has the exclusive right and power to manage the plant, to direct the work force and to hire, promote, transfer or layoff employees and to suspend or discharge or otherwise discipline employees for just cause; provided that the Company agrees that any exercise of these rights and powers shall be subject to the express provision of this Agreement.

ARTICLE XVI - Jury Duty

16.01 In the case of an employee who is called for jury service or subpoenaed as a witness by the Crown, the Company shall pay, for each day of such service, an allowance equal to the difference between eight (8) hours of pay based on his regular straight time hourly rate and the payment he received for jury service or Crown witness. The employee will present proof of service and of pay received therefore, when making his claim for such allowance. An employee who is called for jury duty or subpoenaed as a witness by the Crown must notify the Company immediately.

ARTICLE XV11 - Bereavement Pay

17.01 When death occurs to a member of an employee's immediate family, that is an employee's father, mother, wife, husband, mother-in-law, father-in-law, son-in-law, daughter-in-law, children, brother, **sister**, grand-parents, the employee will be granted leave and shall be paid for eight **(8)** hours at **his** regular straight time rate for time lost up to a maximum of three **(3)** days. The day of the funeral must be one of the three **(3)** days.

Any claims for bereavement pay must be submitted by the employee to the Company-in writing along with proof of bereavement in the immediate family. It is understood that for purposes of this Article, step relatives will be considered the same as blood relatives.

ARTICLE XV111 - Health and Welfare

18.01 Each employee who has established seniority in accordance with Article **X11**, shall be entitled to the following benefits paid in full by the Company.

1. A group life insurance benefit in the amount of \$15,000.00 and an accidental death and dismemberment benefit for up to a maximum of \$15,000.00.
2. The Company will maintain and pay, the premium cost of a Weekly Indemnity plan. The plan will provide seventy (70%) percent of weekly wages to a maximum of \$210.00 per week for a period of fifty-two (52) weeks payable on the first day or disability resulting from a non-occupational accident and after three (3) continuous working days from the commencement of disability due to a sickness. Where sickness causes an employee to be hospitalized or to be confined at home receiving daily medical attention, benefits will be paid from the first day of such disability. Weekly indemnity payments shall be paid every two weeks.

ARTICLE XV111 - Health and Welfare (cont'd)

3. Blue Cross drug plan, through the Ontario *Loggers* Trust.
4. A semi-private **hospitalization** benefit.
5. The full cost of O.H.I.P. premiums, married and single rates.
6. The Company's contribution toward 1, 2, 3, 4, 5 & 8 will continue for a period of up twelve **(12) .months** when an employee is off work due to a Workmen's Compensation claim or a short term disability claim.
7. In consideration of the cost for the foregoing benefits each **employee .shall** pay through payroll deduction each month, the following: I

- Married **\$4.00**
- Single **\$2.00**

8. The Company will provide a Long Term Disability Plan. The plan forms part of this Agreement and is attached' hereto. The premium cost of the plan will be borne by the Company.

ARTICLE XIx - Dental Care Plan

19.01 The Company will maintain a **dental .care** plan with participation compulsory for all employees on the following basis:

ARTICLE XIX - Dental Care Plan (cont'd)

Eligibility:

Participation in this plan is limited to employees who have accumulated sixty-five (65) days of seniority with the Company.

It is understood and agreed that **the** Plan will provide for the continuation of coverage for the period and employee is off work due to layoff or leave of absence, but in no case beyond the end of the month following the month in which such absence commences.

Plan Design:

a) Services and benefits as provided in Blue Cross No. 7 Basic Plan and Rider No. 1.

b) Services and benefits as provided in Blue Cross Rider No. 2 (50%). The Plan provided for the application of the 1979 O.D.A. Schedule of Fees.

Maximum of \$1,000.00 per calendar year per person.

The Company agrees to provide the Union **with a copy** of Rules **and Regulations** relating to the Plan.

Administration:

The plan will be administered in accordance with an appropriate contract or set of procedures **reflecting** the, plan design outlined in Item 2 above. The decision as to the choice of administrative **vehicule** from among service carriers, insurance Companies or self-administration will be made by the Company on the basis of appropriate study of these alternatives.

WAGE SCHEDULE EFFECTIVE JAN. 1, 1983

	GRADE #3	GRADE #2 After three (3) months in classi- fication	GRADE #1 After Six (6) months in classi- fication
Labour General	\$ 8.08	\$ 8.32	\$ 8.56
Yard Carry Lift Oper	8.43	8.68	8.94
Hot Pond	8.13	8.37	8.62
Slasher Oper.	8.38	8.63	8.88
Debarker Oper.	8.38	8.63	8.88
Flaker Oper.	8.38	8.63	8.88
Grinder Oper.	8.58	8.84	9.09
Dryer Oper.	8.48	8.73	8.99
Forming Line Oper.	8.48	8.73	8.99
Press Oper.	8.48	8.73	8.99
Fork Lift Oper.	8.28	8.53	8.78
Sander Oper.	8.38	8.63	8.88
Millwright A. Cert.	10.75	11.07	11.40
Millwright 1	10.38	10.69	11.00
Millwright 2	9.39	9.67	9.95
Millwright 3	8.78	9.04	9.31
Millwright 4	8.58	8.84	9.09
Millwright helper	8.33	8.58	8.83
Electrician A. Cert.	10.75	11.07	11.40
Electrician 1	10.38	10.69	11.00

	GRADE #3	GRADE #2 After three (3) months in classi- fication	GRADE #1 After Six (6) months in classi- fication
Electrician 2	\$ 9.39	\$ 9.67	\$ 9.95
Electrician 3	8.78	9.04	9.31
Electrician	8.58		9.09
Electrician helper	8.33	8.58	8.83
Welder A. Cert.	10.75	11.07	11.40
Welder i	10.38	10.69	11.00
Welder 2	9.39	9.67	9.95
Welder 3	8.78	9.04	9.31
Welder 4	8.58	8.84	9.09
Oiler	8.43	8.68	8.94
Warehouse Grader	8.28	8.53	8.78
Spareman Qualified	8.63	8.89	9.15
Stackerman	8.08	8.32	8.56
Warehouse Labour	8.08	8.32	8.56
Yard Labour	8.08	8.32	8.56
H.D. Operator	8.73	8.99	9.25
H.D. Helper	8.18	8.42	8.67
Handi-man	8.68	8.94	9.20

* Leaders will be appointed by the Company and will receive forty cents (\$.40) per hour above their regular hourly rate.

Tradesmen's Tools:

Tradesmen will furnish all hand tools common to the trade, this includes spanners up to and including 1 1/4" opening, adjustable wrenches up to 18" in length, sockets up to and including 1/2" drive, and 1 1/4" opening, hammer, chisels, punches and screw drivers or metric equivalent.

The Company will provide on loan any special tools, including powerdriven tools, testing and measuring instruments and gauges, pullers, sockets over 1/2" drive, spanners over 1 1/4" opening or metric equivalent.

TRADES APPRENTICE PROGRAM

- 1) **Apprenticeship** openings will be filled in accordance with the provisions of Section **12.06** (Job Postings).
- 2) There will be a probationary period of up to three (3) months prior to entering into an apprenticeship Agreement during which time the employee **may** return or failing to display the necessary trade aptitude, be returned to his former department without loss of Seniority.
- 3) Any helper who fails his apprenticeship exams **shall be** required to be **re-examined** within twelve (12) months but no earlier than six (6) months. Failure to pass the **re-examination** will result in the **apprentice being** dropped. from the program and returned to his former department without loss of seniority. The above will not apply to the persons currently employed in any of the categories of Trades in the event that they shall become indentured in the future or are currently **indentured**.
- 4) Once an employee enters an apprenticeship contract, it is expected he will continue to fulfill the obligations of the contract, including the necessary training periods in a vocational school.
- 5) The Company will make up the difference between the Canada Manpower **Training** Program allowances and the employee's normal earnings based on his regular straight time rate, multiplied by 40 hours per week. For purposes of calculation the Canada Manpower at home allowance shall be used.
- 6) Providing a journeyman has completed the **time-in** the trade necessary to write for a Provincial Trade Certificate, he may write for such Certificate and receive the "A" rate immediately upon receipt of his Provincial Trade Certificate.

MAINTENANCE TRADES ANNUAL REVIEW

Annually in the month of March, an evaluation committee consisting of the Plant Manager or his representative and the Maintenance Supervisor, together with a qualified Union Member and /or a Union Representative, will evaluate the performance and progress of each Helper and Tradesman below the category of "1", with a view of upgrading personnel who qualify.

If upgrading is necessary in the interim it will be done by the Plant Manager and the Maintenance Supervisor.

JOB DESCRIPTIONS FOR TRADES AND HELPERS

1. Millwright Trade

Millwright Helper:

Works as a trades helper, will be assigned to and take necessary direction from a Millwright "111", "11", "1", "A" or Supervisor.

A helper must be capable of performing independently wash jobs, greasing and oiling and other duties assigned to him.

Shall be upgraded prior to or at the end of one (1) year period to Millwright "1V".

Millwright "1V":

Shall be qualified to assist and work under the direction and instructions of Millwright "11", "1", "A" or Supervisor.

He will work alone at times performing assignments in keeping with his training. At this stage the person will commence to accumulate common tools required to perform his duties.

During the course of his year, the person must become proficient in good millwrighting practices in the areas of fitting, aligning, lubricating and the operation of all tools and machines. In addition to the foregoing he will be exposed to and begin the process of learning techniques required in trouble shooting key production machinery pipe-fitting, basic welding and machining, but will not be expected to display a high degree of proficiency in these areas at this point.

Millwright "111":

Must be capable of performing the tasks of fitting, aligning lubricating and able to operate all shop tools and machines and other duties assigned to him.

Must under direction become proficient in basic welding and pipefitting as well as dismantling and reassembly of plant equipment.

Job Descriptions (cont'd)

2. Electrician trade

Electrician Helper

Will obtain practical experience at the plant level by working as an assistant to the Electrician as assigned.'

Shall under the direction of **the Electrician** or Supervisors' perform work common to the electrical trade on all types of machines and equipment used in production and other duties assigned to him.

Electrician "1V"

Shall have successfully passed exams following his **1st** year of apprenticeship in the electrical trade, or, shall have completed, at least, one year in the classification of Electrician Helper.

Shall under direction from the electrician or supervisor obtain practical experience at the plant level allied to the **2nd** year theory taught at the Provincial school and will be **expected to** perform work common to the Electrical Trade on all types of machines and ~~equipment~~ used in the , production and other duties assigned to him. At this stage the person will commence to accumulate common tools required to perform his duties.

Electrician "111"

Shall have successfully passed exams following his **2nd** year of apprenticeship in the electrical trade.

Under the direction of an Electrician "**11**", "**1**", and "**A**" install and maintain all electrical equipment in the **plant** and perform other duties assigned to him.

Shall gain, practical experience allied to the third year theory taught in the Provincial School.

Electrician "11"

Shall have successfully passed exams following his **3rd** year of apprenticeship in the electrical trade and perform other duties assigned to him.

Shall continue to gain practical experience allied to subject material taught in the fourth year of apprenticeship.

Job Descriptions (cont'd)

Electrician "1"

Shall have successfully completed the full course for the trade of maintenance electrician and received a **certificate of apprenticeship**. Shall be proficient in the installation and maintenance of all electrical equipment and assume responsibility for all work done by himself and his assistants and perform other duties assigned to him.

Electrician "A"

Shall be **in possession** of a Provincial journeyman trade certificate and be proficient in the installation and maintenance of all **electrical** equipment in the plant and assumed **responsibility** for all work done by himself and his assistants and perform other duties assigned to him.

3. Welder Trade

Welder Helper

Required to work as an assistant to welder or Millwrights as assigned. He shall be upgraded prior to or at the end of one year period to Welder Class **1V**. In the event that he fails to display the necessary aptitude for further training he may at any time during this period be placed in other suitable employment and perform other duties assigned to him.

Welder "1V"

He shall be capable under direction of performing:-the **following**;

Oxyacetylene and electrical welding in flat position with opportunity to work in other positions and perform other duties assigned to him.
Cutting, soldering and brazing.

He may be **assigned** to work as an assistant to Millwright "11", "1", or "A" as the need may arise.

Welder "111"

He shall be capable under direction of performing all jobs assigned to him in an efficient manner in both oxyacetylene and electrical welding in any **position** and perform other duties assigned to him. He shall also have an understanding of types of flames, **oxydizing** and **carbonizing**.

He may be assigned to perform under direction of Millwright "11" "1" or "A", tasks normally assigned to the trade of Millwright.

Job Descriptions (cont'd)

Welder "11"

Shall be capable without direction of performing all jobs assigned to him in an efficient manner in both oxyacetylene **and electrical** welding in any position and perform other duties **assigned to him.**

He shall be capable of performing both types of welding in all positions with all metals used in the Company operations.

He may be assigned to perform under direction of **Millwright "1"** and **"A"** tasks normally assigned to the trade of **Millwright.**

Welder "1"

He shall be capable without direction of performing all jobs assigned to him in an efficient manner in both oxyacetylene **and electrical** welding in any position, and perform other duties assigned to him. He shall have an understanding of types of **flames, oxidizing** and **carbonizing.**

He shall be proficient in both types of welding in all positions with all metals used in the Company operations.

he must be able to fabricate from a blueprint.

He must assume responsibility for all work performed by himself or his assistants.

He must be in possession of the necessary Trade Certificate.

He ~~may~~ **be** assigned to perform tasks normally assigned to the trade of Millwright.

Welder "A"

Must be in possession of a Welder H.P. Certificate and be capable of performing all duties under Welder "1" and other duties assigned to him.

LONG TERM DISABILITY BENEFIT PLAN
FOR WAFERBOARD EMPLOYEES

The Company shall pay the monthly premium cost **of the Long** Term Disability Benefit Plan.

The Long Term Disability Benefit Plan shall be administered in accordance with the **terms of** an insurance policy.

1. Eligibility:

The Long Term Disability Benefit Plan shall be compulsory for all employees who have accumulated 45 days seniority with the Company.

2. Effective Date of Coverage:

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

An eligible employee absent from work due to sickness or accident at the effective date of the Plan, shall only be eligible for Long Term Disability Plan benefits upon the return to continuous active full-time employment for a period of **more** than four consecutive weeks.

The Company shall have the right to **give** medical examinations to employees **returning** from such lay-off to determine their eligibility under the plan.

3. Qualifying Period

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

LONG TERM DISABILITY BENEFIT PLAN (cont'd)

4. Definition of Disability:

"Disability" shall mean an insured employee who has received fifty-two (52) weeks of benefits for the same disability under the Weekly Indemnity Plan and- is thereafter unable because of disease or injury to work at any occupation in the Company for which he is reasonably fitted by education, training or experience.

5. Amount of Benefit:

- a) The disability benefit shall be 50% of monthly earnings as defined in (5b), up to a maximum monthly payment of \$800.00.
- b) "Monthly Earnings" means, in the case of a day or shift worker, 173 x his regular hourly rate:
- c) "Hourly Rate" means the regular rate of the employee effective immediately prior to the date on which the disability occurred, excluding over-time or shift bonus.
- d) The benefits payable under this Plan are reduced by any primary disability payments made under the Canada Pension Plan, or any Company group disability income plan. Benefits are not affected by War pensions, W.C. Disability Pensions, or by any insurance policies he may have purchased himself.

6. Duration of Benefit:

- a) Benefits Will be paid for one month, for each completed month of service prior to commencement of the Long Term Disability Benefits, while the employee is disabled.
- b) Disability benefits will be paid one month in arrears.

7. Termination of Benefits:

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

7. Termination of Benefits: (cont'd)

- a) On the date the employee ceases to be disabled.
(If there is a recurrence of the same disability-
within six (6) months of return to work, a new
qualifying period will not be required, and the
disabled employee will be eligible for any
balance of Long Term Disability Benefit **Payments**.
This provision shall take precedence over -any
recurrent disability provision under the Weekly
Indemnity'Plan), or
- b) On exhaustion of the benefit period, or
- c) Up to normal retirement age, or
- d) On death.

8. Exclusion:

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

LETTER OF UNDERSTANDING

between

WAFERBOARD CORPORATION LIMITED

AND

CANADIAN PAPERWORKERS UNION LOCAL 37

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Disputed W.C.B. Claim

If an employee covered by the W.I. Plan suffers a disability for which payment is in dispute ~~with the W.C.B.~~, W.I. payment will be made retroactively if requested by the employee and provided he has been off work for at least **one** month due to disability without **W.C.B.** having accepted the claim and providing the employee is subject to the rules and regulations covering the W.I. plan. If the **W.C.B. claim** is, subsequently established, the **employee will** then repay the **W.I.** payment(s) received to the appropriate fund or insurance company.

SIGNED AT **TIMMINS**, Ontario, this 5th day of April, 1983.

FOR THE COMPANY

S. Spurrigan
Danny Ryan

Pierre J. Levesque

FOR THE UNION

B. Casson
Shelley Grant

Maurice Ducharme
Jan Guy Feders

LETTER OF UNDERSTANDING,
between
WAFERBOARD CORPORATION LTD.
and
CANADIAN PAPERWORKERS UNION LOCAL 37

RE: ARTICLE 10.07

It is understood that **The Company** will maintain the present practice of distributing pay cheques at midnight every second Wednesday, whenever possible.

Signed at **TIMMINS**, Ontario this 5th day of April, 1983.

FOR THE COMPANY

B. Blais
Danny Ryan
Pierre J. Levesque

FOR THE UNION

R. Casson
Philippe Gauthier
Maurice Beaudin
Jean Guy Leclerc

LETTER OF UNDERSTANDING

between

WAFERBOARD CORPORATION LIMITED

a n d

CANADIAN PAPERWORKERS UNION LOCAL 37

RE: DRUG PLAN

All deductables under the Blue Cross Drug Plan will be paid by the company upon receipt of proof of payment by the employees.

RE: TRADES APPRENTICE PROGRAM

The Company reserves all rights of administration of the apprenticeship program of limiting the number of people on the program at any one time and to schedule places and times for training courses.

It is agreed that the Company's contribution to employees while at Provincial Trades School will be up to a maximum of \$1,600.00 per stage.

SIGNED IN TIMMINS, ONTARIO THIS 5th day of April, 1983

FOR THE COMPANY

S. Blumson
Danny Ryan
Pierre J. Levesque

FOR THE UNION:

B. J. Lussan
Paul D. Daulton
Maurice Fouchamp
Jan Yee Leckie

.LETTER OF UNDERSTANDING

between

WAFERBOARD CORPORATION LTD.

AND

CANADIAN PAPERWORKERS UNION LOCAL 37

RE: WATCHMAN

It is agreed and understood that on hiring of watchman the Company will give consideration to employees of Waferboard on lay off providing they apply for it.

RE: H.D. LINE HELPER

It is agreed and understood that helper on H.D. Liner will have first choice to become H.D. Line operator.

Signed at TIMMINS, Ontario this 5 day of April, 1983

FOR THE COMPANY

[Signature]
[Signature]
[Signature]

FOR THE UNION

[Signature]
[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING

between

WAFERBOARD CORPORATION LIMITED

AND

CANADIAN PAPERWORKERS UNION LOCAL 37

RE: U.I.C. REBATE:

It is understood that the 5/12 rebate to employees under U.I.C. will be retained by the Company.

RE: ARTICLE 11.04 (a)

It is agreed and understood that the 1/2 hour lunch break on overtime as per Article 11.04 (a) may be divided into two (2) fifteen minutes breaks.

Signed at TIMMINS, Ontario this 5th day of April - 1983.

FOR THE COMPANY

Schausman
Danny Ryan
Pierre J. Levesque

FOR THE UNION

Bill Carson
Shirley Gault
Maurice Beaudin
John G. Lester

LETTER OF UNDERSTANDING

between

WAFERBOARD CORPORATION LTD.

and

CANADIAN PAPERWORKERS' UNION LOCAL 37

RE: .EXISTING PRIVILEGES

It is agreed to and understood that the following privileges will be allowed to prevail as long as they do not **adversly** affect production or the operation.

BEVERAGES AT WORK STATION, INCLUDING CANS OF POP
THE RADIO IN THE MAINTENANCE SHOP
COFFEE POT AT THE H.D. PRESS STATION

Signed at Timmins, Ontario this 10th day of December 1982

FOR THE COMPANY

S. Bauman
Danny Ryan
Pierre - Y. Desrosiers

FOR THE UNION

J. G. Gannon
Michael G. Gannon
Maurice Beauchamp
John Guy Leclair

WJ