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MEMORANDUM OF AGREEMENT BETWEEN

UNIONIZED JOINT BARGAINING COALITION
AND

SPRUCE FALLS INC.

OCTOBER 1, 1991 - OCTOBER 1, 1994

BETWEEN

UNIONIZED JOINT BARGAINING COALITION

LOCALS

89 - C. P. U.

256 - C. P. U.

1149 - I. B. E. W.

166 - O. P. E. I., U.

1-2995 - I. W. A.

AND

SPRUCE FALLS INC.

OCTOBER 1, 1991 - OCTOBER 1, 1994

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AGREEMENT IN PRINCIPLE COVERING NON-MONETARY ITEMS

AUGUST 12, 1991

PURPOSE AND PERIOD OF AGREEMENT



1. PURPOSE

- **1.01** The general purpose of the Agreement is to define the working relationship between the Company and the respective Local Unions and its employees to ensure the safe, orderly and efficient operation of the Company as well as the long term viability of the company for the mutual benefit of all concerned.
- **1.02** It is intended that every employee will have the opportunity to make maximum contribution to the success of the business. To this end, open lines of communication will be maintained whereby there is a continuous sharing of information about the plans and needs of the Company and needs of the employees.
- 1.03 During the life of this Agreement, it is agreed that there will be continuous negotiations as the need arises in order to satisfy the needs of the employees and Management.
- **1.04** It is understood that the Company operate in the most efficient manner possible and the Management has the responsibility to determine how this can best be achieved, subject to the terms and conditions of this collective agreement.
- 1.05 There shall be no discrimination against any bargaining unit employee on account of race, colour, creed, sex, age or national origin. Any provision of this agreement or practice or custom to the contrary shall be null and void, and further, no discrimination shall be imposed upon any employee for participation or non-participation either past, present or future in the organizing or maintenance of the 'Union.
- **1.06** The use of the masculine gender in this Agreement shall be considered also to include the feminine.

2. PERIOD

- **2.01** This Agreement shall be in effect from October 1, 1991 to and including October 1, 1994, and from year to year thereafter unless termination or changes are desired by either party, in which event the party desiring the change shall serve written notice upon the other party, at least sixty (60) days prior to the termination date. The said written notice must state the reason or reasons for opening up negotiations.
- 2.02 This Agreement remains in effect until a new Agreement has been negotiated and signed but when the new Agreement has been signed, this Agreement becomes null and void.

2.03 - There shall be no suspension or stoppage of work upon the termination of this Agreement or failure of renewal, except with the approval of the respective Executive Board of the signatory unions, as provided for in its constitution and bylaws.

3. STRIKES AND LOCKOUTS

- **3.01** It is agreed that there shall be no strikes, lockouts, walkouts, other similar interruption or work slowdowns during the life of this Agreement.
- **3.02** While the foregoing general provision is intended to prevent interruption of work from any and all such cases, the following enumeration of work is made to cover specific causes that commonly occur, but this enumeration shall not be deemed to exclude similar causes not enumerated:
- (a) Work shall not be interrupted because of any disputes or disagreements among any of the signatory parties or between any one of them and a third party.
- (b) Work shall not be interrupted because of any disputes or disagreements among persons, corporations, unions or associations which are not signatories to the Agreement.

4. RECOGNITION, JURISDICTION, MEMBERSHIP

- **4.01** In order to accomplish the: purpose of this Agreement, the Company recognizes the respective Local Unions as the agents representing all of its employees who are eligible for union membership for the purpose of collective bargaining.
- **4.02** Any employee who is now a member or who, after this date, becomes a member or is reinstated. as a member of a respective signatory Local Union shall, as a condition of continued employment maintain such membership in good standing.



- **4.03** New employees being eligible for membership in the respective signatory Local Unions shall apply for membership within fifteen (15) days and shall join such union within the thirty (30) day probationary period. Failure to apply for membership within fifteen (15) days of employment will constitute grounds for dismissal.
- **4.04** Any employee promoted or transferred to a position with the Company outside the bargaining unit may retain his seniority for a period not exceeding twelve (12) months from the date of promotion or transfer, and shall have the right to exercise his seniority in accordance with all the provisions of this agreement upon proof of union membership in good standing. This may be extended by mutual agreement with the respective Local Union.

4.05 - The Company agrees to deduct the appropriate dues as designated by the respective Local Union and forward same to the designated Financial Secretary of the Local Union, accompanied by a list of the members on whose behalf the dues were deducted. In consideration of this deduction and forwarding service by the Company, the Union agrees to save the Company harmless against any claim or liability arising out of or resulting from the collection and forwarding of these dues.

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4.06 - All employees who are employed on occupations which have the rate of wages fixed for the term of this agreement shall be eligible for membership in the union. However the Company's right to assign work in an efficient and economical manner to any employee irrespective: of any trade union concerned shall not be limited by bargaining unit descriptions or jurisdiction. All employees will work without restrictions to the full extent of their ability and qualifications in a manner that best utilizes their full range of skills.

The Unions undertake to settle between themselves questions as to which of the signatory Local Unions an individual employee shall belong.

SUBJECT TO I.B.E.W LOCAL 1149 APPENDIX.

4.07 - Under normal circumstances supervisory personnel should not perform work which would normally be a function of an employee in the job classifications covered by this Agreement, except when instructing employees and in cases of emergency which involve physical danger to employees, danger to property or economic loss to the Company. However, such work will not displace: Union employees.

5. EMPLOYMENT

- **5.01** a) A hiring committee composed of two representatives from Management and two designated from the Union shall screen all applications. The Committee's decision will remain confidential until the candidate receives his/her offer of employment.
 - b) Preference will be given to residents of the immediate area.
- c) When hiring summer students, preference will be given to immediate area residents.
- d) All new employees must be medically fit, undergo all tests as determined by a medical examination set. by the company; and meet the employment standards established by the company.
- e) During the first sixty (60) working days to a maximum of 480 regular hours of work for the company, an employee will be considered as being employed on a trial

basis and may be released after consultation with the union, if his/her performance is deemed unsatisfactory.

f) Student Employment:

Employees hired as students will be laid off on completion of their student term, They must re-apply for permanent employment and if accepted will start as a new employee with respect to Union seniority.

6. PROMOTION - LAY-OFF & RECALL

The provisions of this article do not apply to the jurisdiction of IWA, Local 2995; this area will be addressed in a relevant appendix.

Management will determine lines of progression where they are practical, and may revise or alter lines of progression in the interest of efficient operation, Prior to implementation, the changes will be reviewed and discussed with the respective Local Unions.

6.01 'Lines of Progression:

- a) Lines of progression will be defined as progression from one classification to another as established in each department in the mill.
- b) Changes in established lines of progression will be discussed with the Local Unions involved prior to implementation.
- **6.02** Vacancies & Job Posting:
- a) On an entry job in a line of progression or,
- **b)** In the case of promotion within a line of progression, the most senior employee (department seniority) at the level immediately preceding the vacancy will be promoted.

If more than one employee has the same department seniority, local union seniority will prevail, When. the vacancy is at a level immediately above a level where all the incumbents are: frozen, promotion will be as follows: that is, from the level preceding the level where all incumbents are frozen. The vacancy created at the entry level will be filled through a job posting.

i) Temporary positions, foreseen to last more than six (6) months will be posted annually until they become permanent; and only spare list employees may apply for these temporary postings. The fact that an employee is selected on a temporary posting does not prevent him from applying for a permanent position.



c) The notice will be posted for a minimum of seven (7) calendar days. When practical it will be posted on a Wednesday and will remain posted for fifteen (15) calendar days.

Applications received after the seven (7) day period will be considered from those employees who were absent on vacation as set forth in Article _ _ during the seven (7) day posting period.

The posting will contain information as to:

- i) the job title;
- ii) the department;
- iii) the outline of the: duties involved;
- iv) the qualifications necessary to fill the job and the qualifications for advancement within the department;
- v) the rate of the job.
- d) Prior to posting, the qualifications will be reviewed with the committee.
- e) After seven (7) operating days posted, the list of applicants will be given to the committee.
- f) i) It is understood that Management must select for these jobs, persons capable of advancing in the line of progression.

Management representatives involved will submit to the Committee, the names of all applicants who applied, given reasons for selecting the candidate(s) required for the posted job.

- ii) An employee must have completed 480 regular hours of work and be admitted to union membership to be eligible for a job posting. However, it is understood that all employees may apply and if no qualified candidate is available, an employee with less than 480 regular hours of work may be selected.
- g) Should unanimous agreement not be reached by the committee on the applicant selected, a complaint may be presented to the Mill Manager or his delegate. The job will not be filled until there has been a meeting with the Mill Manager.
- h) If the Union does not agree with the candidate selected, they may process a grievance at the stage of the adjustment of complaint procedure.
- i) The committee will be composed of one (l) Personnel and one (l) departmental Superintendent concerned and two (2) members of the Union Hiring Committee (or their delegates).

- j) Job postings will have a 480 regular hours of work qualifying clause for candidates. This clause will give both Management and individual the opportunity to assess the job and the employee's compatibility with the particular job. Should the employee or Management decide it is in the best interest that the applicant not stay on the job, the employee will revert to his or her position prior to selection.
- i) An employee will not be accepted for a job posting more than twice in a five year period.
- ii) An employee who applied for a posted job as per Article _ _ and is accepted for a 480 working hours qualifying period, and who returns to his/her former job, will have to wait two (2) years before he/she can apply for the same job.
- iii) An employee, who during the 480 regular hours of work qualifying period decides to return to his or her former occupation, or should management decide it is in the best interest that the applicant not stay on the job, may on return to his or her former occupation apply for a job posting that is posted after his or her return.
- **k)** A list of successful candidates for a posted job vacancy will be posted. Any unsuccessful applicant may request and will be granted an interview with management representatives involved, in order to be advised of the reasons for not being chosen to fill the posted vacancy. The employee may be accompanied by a shop steward at this interview if he so desires.
- 1) Should a new job outside the line of progression be created or should a new line of progression be established, the job vacancy or vacancies will be posted. The most senior employees within the jurisdiction of the union in which the posting occurs who have the required minimum qualifications will be provided with a- training and trial period of 480 regular hours of work before final selection is made.
- m) When non-union job vacancies are posted, the same procedures will be followed. Management will review the list of applicants with Union representatives and will give an explanation of the reasons for selecting a particular candidate. Successful and unsuccessful applicants will be advised accordingly and a notice of the selection posted on bulletin boards.
- **6.03** Promotion: Established positions will be posted within thirty (30) days, when they are vacant.

The Company recognizes the principle of seniority. Seniority will govern, subject to reasonable consideration of skill, efficiency, and ability in promotions.

- a) Promotion from one step to the next higher step within a line of progression will be on the basis of JOB SENIORITY.
- b) Prior to the opening being filled, employees next in line will be provided with a training and trial period of 480 regular hours of work in order to demonstrate the ability required for promotion.
- Employees who during their training and trial period have demonstrated the inability to cope with the next higher job will revert to their former job and the next employee in point of job seniority will be provided with a training and trial period to demonstrate his ability and so on.
 - An employee who is by-passed because of refusal of promotion shall be considered junior to all 'employees who by-pass him for promotional purposes only.
 - e) When an employee refuses a temporary or permanent position in his line of progression, he shall sign a statement that he refused the promotion, a copy of which will be sent to the Local Union. He shall then forfeit his promotion rights and shall not be considered for further promotion until such time as he informs his immediate supervisor in writing to cancel his previous refusal.
 - Section f) does not apply to Local 256, see Appendix.
 - Notwithstanding d) and e); when an occupation in a line of progression becomes vacant due to sickness or accident and the medical prognosis indicates the absence will be for a period longer than four (4) week,s, but less than three (3) months, the most senior employee in order of job seniority will have the option of occupying the vacancy. The employee leaving his work crew to replace temporary in another crew will create a temporary vacancy in his own crew. That vacancy will be filled through a temporary promotion of all employees of the said crew.

In the case of the: medical prognosis showing an absence of six (6) months or more, all employees will move up as they would if the absence were permanent. However, after three (3) months the company will review each individual case and will, if practical and the departmental vacation policy is respected, make the shift changes as if the absence was for six (6) months or more. The company's decision will be reviewed with the departmental shop steward or union representative.

When the absent employee returns to his position, all employees affected by his absence will return to their previous positions.

- g) Notwithstanding "a)" above, promotions to all tour jobs in a line of progression within the jurisdiction of Local 256 shall be by classified seniority.
- h) In the Steam Department where a specific class of stationary engineer's certificate is required, this qualification shall govern followed by seniority and ability.

6.04 DEMOTION & LAY-OFF:

(Demotion provisions of this Article for Local 166 will be superseded by -the OPEIU - Local 166 Appendix)

a) In the case of a reduction in the work force, employees will be demoted step by step down their lines of progression in the reverse order of the steps of their promotion.

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- b) Amongst tradesmen NOT IN THE LINE OF PROGRESSION, REDUCTIONS WITHIN EACH TRADE GROUP WILL BE MADE BY DEMOTING THOSE EMPLOYEES WITH: THE <u>LEAST</u> JOB SENIORITY.
 - i) To ensure that employees are trained in the necessary skills to ensure efficient operation of the mill, the company will provide training programs. The (Company will post and select the senior applicant in UNION SENIORITY who has the aptitude to assimilate the necessary knowledge and training.



- An employee who is laid-off from the bottom job of an established line of progression may displace an employee in another established line of progression, if he has longer LOCAL UNION SENIORITY than the latter and if he has the qualifications required for promotion and is capable of performing the duties of the job to which he seeks appointment. A permanent employee displaced will retain recall rights to the department from which he has been displaced for a period of 90 days.
- d) Discussions will be held with the Union to resolve any problems which may arise in the administration of this clause.
- e) If an employee is laid off from the bottom job of an established line of progression and he does not have the UNION SENIORITY necessary to claim an entry job in another line of progression as per c), a second phase of bumping will take place where the junior employee on the second level will be displaced out of the line of progression. This will create a job vacancy on an entry job which may be claimed by the most senior employee with Local Union seniority.

(The application of this clause as it affects IBEW, Local 1149, to be subject. to this Local's appendix.)

- f) If employees are displaced as a result of the discontinuance of some part. of the mill operation which results in the elimination of a line of progression, or as a result of a major curtailment, the above provisions of this Article may be altered or waived by arrangement between Management and the Local Union to provide the maximum possible employment opportunities on regular occupations for those employees so displaced.
- g) An employee who has been re-assigned will receive training as required.

6.05 RECALL

Employees who have been laid off shall be entitled to be re-employed as opportunity exists by LOCAL UNION SENIORITY provided:



- a) The employee has one year of continuous service at the time of lay-off or 255 accumulated days worked for employees on the spare list.
- b) The employee entitled to reemployment returns to the service of the Company within TEN (10) days of receipt of notice of recall by registered mail. Failure to report within TEN (10) days of recall will result in a loss of recall rights. Employees recalled for casual work or for employment of short duration, at a time when they are employed elsewhere may refuse recall without loss of recall rights.
- c) A lay-off will be termination of employment and recall rights will lapse if the lay-off lasts more than TWENTY-FOUR (24) consecutive months without reemployment.
- 12t
- d) Should an employee who has been laid off not be re-employed on the basis set forth, the LOCAL Union will be advised of the reasons therefore in writing.
- e) An employee will lose all service he has to his credit only if he:
 - i) voluntarily leaves the service of the Company or is retired;
 - ii) is discharged FOR CAUSE and is not re-instated;
 - iii) is laid off in excess of 'TWENTY-FOUR (24) consecutive months;
 - iv) refuses an order of recall as stipulated in B).
- f) The provisions of this clause do not apply in case of a recall for training purposes.

7. SPARE LISTS

A spare list will be established for each Local Union. Employees on such lists will be considered as permanent employees. They will serve the purpose of filling in positions as required.

Employees on the spare lists, who are scheduled for a normal work week in a single department will be treated as a regular employee of that department during the said week.

An effort will be made to minimize short changes during a normal work week for employees on tour.

8. SCHEDULES AND HOURS OF EMPLOYMENT

(The provisions of this Article will be superseded by IWA, Local 2995, and OPEIU, Local 166 Appendices.)

It is recognized that the daily and weekly schedules of work are based on operating requirements and are subject to change based on product demand and operating efficiencies, that the Company retains the right to determine hours of work and shift schedules, and it is the obligation of employees to work as assigned.

- **8.01** a) During normal clean-up, clothing changes, scheduled maintenance shutdowns, and emergency shutdowns of 24 hours or less (includes the shift in which the breakdown occurs and two (2) shifts following) operating crews will be provided with work and will be paid at the rate of their regular occupation. Employees will be expected to do work assigned. Tour workers scheduled to work with day crews during these shutdowns will work day-work hours.
- **8.01 b)** During the term of this Agreement, the Company will undertake to offer work to operating crews temporarily displaced by machine rebuilds and will pay them at their regular rates for work performed. It is understood in the spirit of this commitment, that where possible, vacations will be scheduled during the rebuild period.
- **8.01 c)** If it is necessary to change the regular work schedule without 24-hour notice, time and one-half will be paid for the first day.
- **8.01 d)** The intent is to minimize overtime work. It is agreed that the Company must be operated in the most efficient manner possible. Should there not be sufficient employees who mutually agree to perform the emergency work after being informed of the reasons why overtime is needed, then Management will schedule the required employees after discussion with the Department Shop Steward or a Union representative.

8.02 - DAY WORKERS:

- 8.02 a) The normal work hours are: 7:30 A.M. 3:30 P.M.
- **8.02 b) -** Sunday is considered as the first day of the work week:. The normal maintenance work schedule is from Monday through Friday.
- **8.02 c) -** All workers are responsible for complete mill coverage.
- **8.02 d)** In the event of a serious breakdown or the setting up of two crews or at the request of the Company, the above hours shall be waived. Schedules will be established as required by the Company after consultation with the Unions concerned.
- **8.02 e) -** To allow employees to wash up and have their lunch, an interruption of work of thirty (30) minutes with pay will occur between 11:30 and 13:30, at a time established by the Maintenance Supervisor, according to each department's needs. Day workers must stay at the mill during that lunch period.

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8.02 f) - An interruption of work of fifteen (15) minutes will be taken in the morning for coffee break. This coffee break will be taken in designated areas at the place of work. No coffee break will be taken in the afternoon. An interruption of work of fifteen (15) minutes will be taken at 15:15 to allow employees to return to their shop and wash up.



- **8.02 g)** Day workers will be at their respective places of work and ready to start working at 7:30 a.m. and will not leave their places of work before 3:15 p.m.
- **8.02 h)** A. change in regular work schedule is defined as: the starting time of the new shift is changed from that of the originally scheduled shift, with the exception of scheduled arrivals of one (1) hour prior to a start of shift or call-ins both of which are prior to regular day shift.

8.03 - TOUR WORKERS

8.03 a) - The normal work hours are:

7:30 A.M. - 3:30 P.M. 3:30 P.M. - 11:30 P.M. 11:30 P.M. - 7:30 A.M..

- **8.03 b)** The schedule for tour workers on a continuous 7-day operation shall be on a _ hour basis.
- **8.03** c) Sunday is considered as the first day of the work week.

All workers are responsible for complete mill coverage.

8.03 d) - Employees shall be at their work place ready to begin work at their designated starting time. Employees shall remain on their jobs until properly relieved. Employees who are on jobs not requiring relief shall not quit work until the end of their assigned hours of work.

9. ATTENDANCE AND RELIEF

Should a tour worker or Woodlands employee be unable to report for work at the beginning of his shift, he shall notify his supervisor at least four (4) hours before his shift begins, it being recognized that occasions map arise where owing to illness or other emergency such notification is not possible.

If an employee has been absent From work a day or more, he shall give adequate notice to his foreman or superintendent of his intention to return. This notice should be given twenty-four (24) hours in advance, if possible, but at least in sufficient time to make necessary arrangements prior to the beginning of the regular work period in which he intends to resume duty. If the employee fails to give the supervisor sufficient notice to enable him to adjust the shifts back to the original schedule, the supervisor may send -the returning employee home when he reports for work.

10. REPAIRS AND MAINTENANCE

10.01 - It is expected that every plant employee will perform those tasks which will keep the plant equipment in good physical condition at all times. This responsibility will be limited only by lack of knowledge, training, leadership or appropriate tools. It is not the Company's intention to assign repair work to unskilled personnel, but it is intended that all employees will be free to perform any tasks that Management feels is in the best interests of operating efficiency ines, operating personnel will be trained and expected to make simple equipment maintenance adjustments, certain lubrication procedures, cleaning, inspections and other duties as determined by the Joint Committee. In. the event of a breakdown, operators may be called upon to assist mechanics when this will expedite the repairs. THE CONTINUED EFFECT OF THIS CLAUSE WILL NOT CAUSE A REGULAR MAINTENANCE WORKER TO BE DISPLACED out of the Maintenance Department after the new established number of people has been set. Further reductions resulting from this clause will be done through attrition.

11. JOB CLASSIFICATION

11.01 • All jobs coming under the jurisdiction of CPU, Local 89, except maintenance occupations, will be classified through the job classification plan outlined in the appropriate appendix.



11.02 - Copies of the Company's wage rates are attached hereto and the same shall remain in effect throughout the life of this Agreement except where there are substantial changes in methods, creation of a new job or change caused by job evaluation in which case the parties will agree to a new or revised wage scale.

When an employee is required to do work other than that at which he is employed, the regular rate of the occupation shall apply. However, if the rate should be less, the employee's regular rate shall apply.

When an employee requests permission to work on a job other than that at which he is normally employed at the rate paid by that job, permission may be granted jointly by the management and the union concerned.

12. UNPLANNED ABSENCES 5^6 6

12.01 (a) Vacation pay may be given to an employee if he is off work as thus stated hereunder:

Permission: Permission to be absent for reasons which are unforeseen by the employee, such as illness or death in his family.

In such a case the employee may, within one week of his return to work, apply through the Industrial Relations Department for all or part of his vacation entitlement (not less than one calendar week) to be applied to the days of the absence.

- (b) Industrial Accidents: It is considered undesirable to give vacation pay to an employee who is absent because of an industrial accident, however, vacation pay may be granted as noted below.
- 1. An employee who is absent because of an industrial accident, may apply for vacation pay to which he is entitled for any full week or weeks following the first three weeks. Not more than one week vacation pay to be granted for each three weeks lost.
- 2. Should an employee suffer an industrial accident before having taken his annual vacation and he does not return to work prior to December 31st because of such accident, vacation pay will be granted and compensating time off may be taken within six (6) months of his return to work in the new year.
- (c) If an employee desires to change his vacation date with the approval of his superintendent, vacation may be scheduled to follow immediately the 'return to work' date. This will enable the employee to bridge the period in which he might be reported as fit for light work.

12.02 - Absence without permission and absence for disciplinary reasons will not constitute absence for which vacation pay will be paid.

13. GRIEVANCES

AD JUSTMENT OF COMPLAINTS

13.01 - Recognizing that wherever possible complaints, grievances, or differences are settled more amicably within the department concerned, a procedure will be developed for the adjustment of complaints consistent with the new Company organization and cooperative operating philosophy.

13.02 -The following procedure will be followed:

- (a) Aside from ordinary minor matters, a member of the Union who considers that he has a complaint, shall report it to the union steward and together they shall discuss it with the foreman concerned.
- (b) If the foreman, after consultation with the Employee Relations Supervisor, fails to make a satisfactory settlement within forty-eight (48) hours (excluding Sunday), the matter will be referred by the Union to the department superintendent. The superintendent will study the merits of the case together with the foreman, Manager of Industrial Relations, complainant and the Union representative.
- (c) Upon failure of satisfactory settlement of the difference by the superintendent within a period of forty-eight (48) hours (Sunday excluded), the matter will be referred by the Union Steward to the Union Executive Committee. This committee shall study the merits of the case and decide if the matter becomes a grievance.
- (d) If it becomes a grievance, it shall be presented in writing by the Union to a committee composed of the Director of Industrial Relations, the appropriate Director of the Division, Union President and his executive, department superintendent and the grieved employee.
- (e) If this group is unable to reach a satisfactory decision within forty-eight (48) hours (Sunday excluded), the matter shall be referred to the President of the National/International Union concerned or his accredited representative who will study the case together with the appropriate Director of the Division, Upon failure to agree within ten (10) days, the matter may be left to arbitration.
- (f) In arbritation, the Company shall select one person, the President of the National/International Union involved or his representative one person, and the two thus chosen shall select a third party who will confer and render a decision within fifteen (15)

days. Said decision shall be final and binding upon parties to the Agreement. Upon failure to agree on the selection of the third party, the matter shall be referred to the Minister of Labour for Ontario, with the request that he appoint a third arbitrator.

- Either the Union or the Company shall have the right to submit any and all differences concerning the interpretation, application, administration, or alleged violation of -the Agreement to arbitration, including any question as to whether a matter is arbitrable.
- (h) In determining any grievance arising out of discharge or other discipline, the Board may dispose of the claim by affirming the Company's action and dismissing the grievance or by setting aside the disciplinary action involved and restoring the grievor to his former position with or without compensation or in such other manner as may in the opinion of the Board be justified. Such decision shall be final and binding on both parties to this Agreement.

14. TECHNICAL CHANGES

(The following provision is not applicable to IWA, Local 2995 - See Appendix.)

The Company shall have the sole responsibility to adjust all or any of its crews arising out of a change in process or a change in equipment, and to make such technical and other changes in their manufacturing operations as they deem necessary for efficient operation. However, prior to the installation of any such changes, the Company shall explain the contemplated changes to the designated representatives of the union. In the event the introduction of any new processes or machinery results in lay-offs or changes in working conditions, these matters shall be discussed with the designated union representatives prior to their introduction.

- 14.02 -In the case of a permanent employee who is permanently set back to a lower paid job, due to technological changes or automation, the following will define his minimum rate of pay:
- a) the employee will maintain his classified rate for a period of six (6) months;
- the employee will be paid a rate mid-way between the former rate and his new b) classification rate for an additional period of three (3) months;
- c) at the end of this nine (9) month period, the rate of his new classification will apply.
- 14.03 Employees who may be displaced by the proposed changes and who have the necessary qualifications will be given an opportunity to qualify for the new jobs before new employees or relief, part-time or temporary employees are hired to fill these jobs.

14.04 - 'The Company agrees to institute a training program for employees selected for the new jobs and who will require training in order to perform the new job effectively.

15. DISCIPLINE

The Company sets forth rules and regulations which must be followed, These rules must be reasonable and made known to the employees. Failure by an employee to comply with Company rules and regulations shall leave the employee liable to disciplinary action as decided by the Disciplinary Committee. Such action will be for just cause and will reflect the severity of the offence.

15.01 - Application of Discipline:

- a) Any supervisor has the authority to suspend an employee for JUST cause for the duration of the work period on the work day in which the infraction takes place.
- b) The supervisor shall immediately report the fact to the department head or manager.
- c) The department head or manager will report the fact to the Personnel Manager and Union President and shall arrange for a meeting of the Disciplinary Committee and parties concerned within forty-eight (48) hours excluding week-ends and holidays.
- d) The disciplinary committee shall interview all concerned and after a full investigation make its decision on the case. The employee shall be available and advised of the decision within twenty-four (24) hours after the committee makes its recommendations.
- e) If the employee is not satisfied with the disposition of the case he may initiate the grievance procedure by presenting the grievance at the level of Vice-President and General Manager or his delegate.
- f) If upon investigation it is found that an employee has been unjustly suspended or discharged, he shall be reinstated with FULL REDRESS.

15.02 - Disciplinary Committee:

a) The disciplinary committee shall be composed of the Personnel Manager, the Department Head, the LOCAL Union President, the Shop Steward or their respective delegates.

15.03 - Record of Discipline:

- a) A complete record of each case of discipline administered, including suspensions and dismissals of Company service shall be kept in a separate file at the Personnel Office at the mill.
- b) This record shall consist of:
 - i) offence charged;
 - ii) foreman's, superintendent's report regarding the offence;
 - iii) date and time of notice to employee to report for disposition of the case;
 - iv) final disposition of the case.
- **15.04** When feasible, all present shall sign this record of discipline as an acknowledgement of awareness of its contents. A copy of this record shall be sent to the employee and to the Local Union.
- **15.05** Each discipline report shall be cancelled twelve (12) months after the recorded date of offence, and no record of such offence or cancelled discipline report shall be included in any subsequent report.

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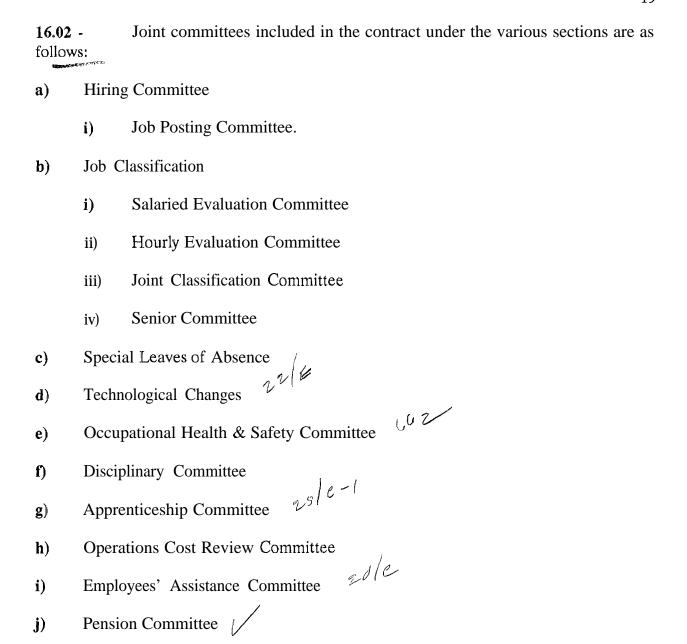
16. JOINT COMMITTEES

16.01 - The signatory parties agree that there will be joint participation in decisions that affect employer/employee relations. Throughout this agreement there is reference to committees that will be involved in certain functions.



Unless otherwise provided, these committees will:

- a) consist of equal representation of members appointed by the LOCAL Union and appointed by Management;
- **b**) committee members will hold office for a minimum of one year. One alternate will be named for every two committee members;
- c) majority decision by the committee will be binding on both parties;
- d) in the event of failure to reach a majority decision, the matter will be decided by the Mill Manager or his delegate after considering the different points of view;
- e) such decisions may be reviewed by a representative of the National/International Union and the next most senior member of management.



16.03 - The -union representatives on joint committees will be paid the rate they would have earned had they been at the workplace on a straight--time. basis for hours spent on-committee business as scheduled by management. Such committee members will receive time and one half when these meetings occur on a scheduled day off or outside their regular working hours. However, it is understood that should meetings occur outside regular scheduled hours of work: or on a scheduled day off, attendance will be voluntary.

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17. APPRENTICESHIP/TRADES TRAINING PROGRAMS

- 17.01 It is agreed that the Apprenticeship/ Trades training programs instituted by the Company are approved and shall form part of this Agreement as reflected in the various appendices as applicable.
- 17.02 The final scores of the trades qualifying tests will be given, upon request within 3O days, to an active employee who has taken the tests. Tests results will be discussed with the individual concerned.

18. SPECIAL LEAVES OF ABSENCE

Any request will be reviewed by the Leave of Absence Committee.

Parental Leave

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a) Maternity - A maternity leave of absence will be granted upon request of regular employees with a year or more of Company service for a period not to exceed six (6) continuous months. Eligible employees must request such leave not later than during the fourth month of pregnancy and under normal circumstances such leave will commence no later than four weeks prior to the expected date of birth. However, this leave may be initiated later if in the: judgment of her physician, she can perform her normal duties adequately. The Company may require medical certificates in conjunction with such leave.

Pregnant women working on VDT equipment shall be allowed to take a leave of absence in advance of normal maternity leave. The Company will pay the full cost of the premiums for Health and Welfare Benefits during this leave.

The employee will return to the same position or a comparable one to that held prior to Maternity Leave with no loss in seniority.

The Company will pay the full cost of the premiums for Health and Welfare Benefits during the maternity leave.

b) Paternity - Such leave will be granted pursuant to the Ontario Employment Standards Act.

Leaves Related to Union Business -

Leaves of absence related to union business will not be unreasonably withheld. Time 170 spent on such leaves will be deemed to be time worked for the purpose of this agreement. Where applicable the employer will pay employees on such leave as if they were at work and bill the respective Local Union later.

(3/4)

Leaves for Personal Reasons -

The Company recognizes that there are occasions when it is necessary to grant special leaves of absence.

a) Short Leave:

i) Leaves of absence up to but not exceeding three (3) days may be granted at the discretion of the Department Superintendent or Manager.

b) Extended Leave:

- i) Eligibility: An employee must have been a full time employee for one (1) year and have bonafide interest in returning to his position,
- ii) Application: Employee must make a request to his Supervisor with a copy to the Local 'Union in writing stating reasons for the request.
- iii) Approval: Each request shall be considered by a committee composed of one (1) representative from Management and one (1) representative from the Union. The Committee will, function as outlined in this collective agreement.
- iv) Conditions: The employee will return to his or her former job should no changes have occurred during the absence.

In such cases where changes occurred, the Promotion - Layoff and Recall clause will apply.

- v) The employee will not. be eligible for promotions which may occur during their absence.
- vi) While an absence of this nature will not break a service record, the periods of absence will not count as time worked in calculation eligibility of vacation privileges, pensions, statutory holidays or any other Company benefits.
- vii) Employees on leave of absence may continue their group insurance benefits provided they pay the premiums in advance. However, the employee will be advised of the cancellation in advance. Failure to remit the premium due will cancel the insurance coverage.

13.1m

Leave for Elected Office -

It is understood that from time to time individual employees will seek elected office at various levels of government or within their respective labour organizations.

During the campaign period, reasonable time off without pay will be granted to such candidates.

Upon election to office, a certified leave of absence will be issued to the individual which must be acknowledged, in writing, by the local union involved.

Such certified leave will cover the term of office (not to exceed five (5) years) and be subject to the following conditions:

- a) the employee will be removed from the active payroll and temporarily replaced at management's option.
- b) at the employee's option, group life insurance, hospital and medical coverage may be retained by advance payment of premiums involved.
- c) Company service and seniority will not be broken by such certified leave of absence.
- d) Provided that the employee returns to work within thirty (30) days of the expiry of his leave, he will be reinstated on his former job with no loss of seniority. Failure to comply with this requirement or re-election to a subsequent term of office will automatically constitute a break in Company service unless such leave is renewed.
- 19. All past practices, side agreements, memoranda of agreements, and benefits (written or oral) unless confirmed by this memorandum of agreement shall become null and void.
- **20.** The Unions and Company reserve the right to submit additional proposals on an error-and-omission basis or to address clauses to be developed around monetary issues. (For Memorandum Only)

21. GENERAL RULES (Memorandum Only)

Existing rules will continue to be in effect but not included in the Labour Agreement and subject to the review of the Discipline Committee with the following revision:

Car Parking: Employees must park their cars in general parking areas.

22. OVERTIME RULES FOR. TOUR WORKERS

The Company will endeavour to avoid working an employee two consecutive 16-hour shifts.

23. TRAINING • GENERAL

Any employee being trained for an occupation shall receive only straight time when it is necessary for him to work overtime while receiving such training. The rate of pay will not be changed until he is competent to handle the new occupation alone. However, if called in on a day of rest for such training, all hours worked will be paid at time and one-half.

LETTER OF UNDERSTANDING

PRESENTED BY

UNIONIZED JOINT BARGAINING COALITION

TO

TEMBEC MANAGEMENT

CONTRACTING OUT

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- a) The Company agrees not to contract out on site repair, installation and maintenance work, which is regularly performed by the repair crew, for which the Company is equipped, and which employees are capable of doing.
- b) When necessary, the crews will be temporarily increased to take care of traditional work normally done by repair, installation and maintenance crews.
- c) The Company shall not contract out any type of work without prior consultation with the Union.
- d) In view of anticipated, reductions the Company will make an effort to maximize the use of the manpower resources available; keeping in mind that the whole spirit of this clause is that in consultation with the Union, the cost effectiveness of doing things has to be the rule.

"Norm Leybourne" "Yves Ouellet"

"Wayne Nodwell"

"Marcel Valliere" "C. Carpenter"

"Michael Micallef"

DATE: A u g u s t 12, 1991

LETTER OF UNDERSTANDING

BETWEEN

UNIONIZED JOINT BARGAINING COALITION

AND

TEMBEC MANAGEMENT

(MEMORANDUM ONLY)

OCCUPATIONAL HEALTH AND SAFETY -

The Company will continue to do everything reasonably possible to make our Company a safe place to work and as a. minimum will comply with all conditions of the Occupational Health and Safety Act and Regulations for Industrial Establishments and their amendments.

Audio, visual, pulmonary and hearing loss testing will be available and conducted by trained competent personnel.

The Company will continue the programs to improve ventilation, temperature and noise levels in working areas.

The Company agrees that the Company's Medical Department will ensure the confidentiality of all employee medical records.

The Company will continue to make every effort to place partially disabled employees on jobs they are capable of doing and when a vacancy exists.

No deduction of pay will be made for an employee who has a Company medical exmination during working hours.

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"Norm Leybourne"

"Yves Ouellet"

"Wayne Nodwell"

"C. Carpenter"

"Marcel Valliere"

"Michael Micallef"

DATE: A u g u s t 12, 1991

LETTER OF UNDERSTANDING

BETWEEN

LOCALS 89, 1149, 256 & 166

AND

TEMBEC MANAGEMENT

GENERAL MILL RULES - EMERGENCY ABSENCE CALL-IN SYSTEM

- 1. The employee will call his supervisor at work to make personal contact and advise him that the employee cannot report for work and state the nature of the emergency.
- 2. If the employee is unable to contact his supervisor by telephone, the employee will:
 - (a) contact the Security Guard at the Gate (337-9737) and leave the employee's name and department, the name of his supervisor and the telephone number where the employee can be reached.
 - (b) the Security Guard will contact the supervisor by telephone or beeper and give him the message.
- 3. This proposal in no way relieves the employee from the responsibility of contacting the supervisor personally on an emergency absence. The employee must stand by and, be available for the return phone call from his supervisor.

Wallicet" (Local 89)	"Yves	Ouellet"
Michael (Local 1149)	"C. Carpenter	; ²²
"Norm Leybourne" (Local 256)	"Barry Gould	lsborough"
<u>" W a y n e Nodw</u> ell" (Local 166)	"Bruno J.	Desilets"
DATE: A u g u s t 12, 1991		

APPENDIX

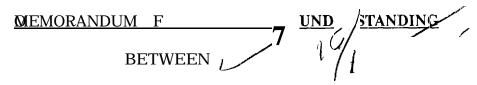
LOCAL 89

1. COMPANY SPONSORED TOOL INSURANCE - i.e. Theft & Fire

The Company agrees to pay insurance covering the loss through theft or fire of tradesman or trainee'!; tools in accordance with Company Policy SFERP-23.

2. TRAINING AGREEMENTS

It is agreed that the Mechanical Trades Training Agreement and the Steam Training Agreement instituted by the Company are approved and shall form part of this agreement. Copies of these plans shall be attached to the Memorandum of Agreemeat. Copies will be available from the Industrial Relations Department,



FOREST PRODUCTS INDUSTRY JOB CLASSIFICATION PLAN CORPORATION AND CANADIAN PAPERWORKERS UNION

A Committee representing the C.P.U. and all Eastern Canada Companies who participate in the Job Classification Plan has held a series of meetings to discuss and agree on a revision of the manual, factors, degrees, point values and reference jobs, The following represents the specific points on which an Agreement was reached.

- 1. It is agreed that the attached Appendix "A" is the revised manual (June 21, 1989) for classifying hourly-rated positions in the Pulp and Paper Industry in Eastern Canada.
- 2. It is agreed that the following point values used in the classification are amended as follows:

a) Factor 1

- New Degree 5 - 24 points.

b) Factor 5

- New Degree 5 - 17 points and

`

- New Degree 6 - 21 points.

c) Factors 6 a) and 6 b)

- combined to new Factor 6.

(Degree 1 = 3 pts., 2 = 6 pts., 3 = 9 pts., 4 = 12 pts., 5 = 19 pts.)

- 3. All outstanding job descriptions submitted for reclassi-fication will be completed immediately using the existing plan for classification purposes and retoractivity, if any, shall be paid as per previous understanding.
- 4. Any reclassification under Item 3 that fall under technolo-gical change will be reviewed and included in the revised list of jobs and class changes, if any, will be effective the first day of the renewed Labour Agreement.
- 5. All requests for rewrites and revisions of individual jobs must first establish a substantial change in duties. They will be reviewed and agreement reached by the Joint Local Committee before submitting the requests. Any jobs submitted for classification prior to date of ratification will be reviewed using the existing plan.
- 6. The Joint Industry and Union J.C.P. Committee will review positions that have had changes in duties and responsibilities related to technological change as per the definition agreed on September 30, 1988 as follows:

MEMORANDUM OF UNDERSTANDING (Continued)

The definition of "Technological change" is defined as "the introduction of new, automated, or replacement/rebuilt equipment resulting in changes to work assignments or staffing which affect levels of <u>Skill</u>, <u>Responsibility</u>, <u>Effort</u>, and/or <u>Working Conditions</u> as presently measured under the Job Classification Plan."

- 7. All jobs identified as technological change will be reviewed in each Company following date of ratification of this Understanding. Changes in classification, as agreed to, will be effective on the first day of the renewed Labour Agreement.
- 8. It is agreed, that Assistant Operators T.M.P., C.T.M.P. and Assistant Head Operators in the Steam Plants will be classified in Factor I Basic Knowledge, the same degree as the Operator. (This applies to T.M.P., C.T.M.P. and Steam Plants only.)
- 9. During the term of the next Labour Agreement, any Job Classifications in each mill not affected by technological change will be reviewed, if requested by the incumbet and approved by the Joint Local Job Classification Committee, and any change in class will be effective on date of ratification.

This definition is to be used for the purposes of this revision only.

FOR MEMORANDUM ONLY

"Marcel Valliere"

RAILWAY 'TRAIN CREWS

- Work **Schedule** - Work schedules may be changed from the normal 8-4, 4-12 and 12-8 shifts to suit the work requirements. When such irregular shifts are required, the changes will be made when the weekly schedule is posted. Whenever an odd hour schedule has to be worked, management will consult with, and discuss the schedule with a representative of the Union. The preferred hours of work for a split two-shift operation are 7:00 am. to 3:00 pm. and 5:00 p.m. to 1:00 a.m.

When two or three tours are in effect, the train crews will rotate in the same manner as on other tour operations.

- On normal two-shift operation,, it is the responsibility of the two men on each job on a given day to provide for sixteen (16) hours' operation per day.

Time and one-half will be paid for hours worked outside of the train crews' regular scheduled shift,, On occasions where a crew would be called in early before the shift started and then there was not sufficient work to warrant keeping the crew until the end of its regular shift, it would be sent home provided it had completed eight (8) hours' work, including the hours called in early.

- **Minimum** Time **Allowance** - If at any time a member of a train crew is required to come in to work for less than four hours, a minimum of four hours' pay shall be allowed.

APPENDIX

PLANCLASSIFICATION

The Company agrees that all jobs under the jurisdiction of the Canadian Paper-workers Union except (i) Tradesmen, Helpers and Apprentices, and (ii) Papermakers wage scale employees, will be classified using the Pulp and Paper Manufacturers Job Classification Plan, Explanatory Booklet dated June 1, 1974, as amended.

Implementation

- 1. The Job Classification Plan is the basis for determining the job class applicable to any existing jobs, any newly created jobs or any jobs which have changed.
- 2. The Wage Rate Structure established for the various job classification is set forth in the attached Job Classification Scale, which forms part of this Agreement.
- 3. (a) In the event that new jobs are created or significant changes occur in existing jobs, the employee or employer may request through the Mill Committee, the preparation of a new job description for submission to the Joint Classification Committee for evaluation.
 - When, a job covered by the Job Classification Program is evaluated or reevaluated downward, incumbents will continue to receive their higher rate until they bid successfully for another job, are promoted to a higher job. Red-circled employees will continue to be eligible for negotiated increases appropriate to their former labour grade.
 - (b) The Joint Classification Committee will evaluate the job and inform the Mill Committee of the applicable job class.
 - (c) In the event that agreement on the evaluation cannot be reached by the Joint Classification Committee, the question shall be referred for final resolution to the Senior Committee.
 - (d) The incumbent of a job will receive the rate applicable to the job class, determined as outlined above. An upward rate adjustment, if applicable will be effective from the date the new job was created or the date: that a revised job description was requested pursuant to 3.(a). A downward rate adjustment, if applicable, will be effective from the beginning of the next

weekly pay period following notification to the Mill Committee by the Joint Classification Committee.

- 4. The Job Classification Plan will be implemented and upward adjustment will be effective on May 1, 1981.
- 5. Upon initial implementation of the Job Classification Plan where the: evaluation resulted in a rate lower than that in. effect prior to the dates applicable in 4 above, the rate will be maintained as a "Red Circle" rate and will be applicable only to the incumbent on that date and employees who were used as replacements during the twelve monthly period prior to the date of implementation of the Plan. Employees hired, transferred, or posted to another department. after the date referred to in 4 above will receive the class rate of the occupation they are hired for, transferred to, or accept through job posting. Red circles will disappear with attrition and promotion.
- **6.** General increases will apply to all occupations.
- 7. Adjustments to the scale will not apply to employees whose rates are red-circled except in the case where the difference between the "red-circled" rate and the "class" rate is less than the total adjustment. In such a case, the difference will be applied and the "Red Circle" will be discontinued.
- 8. Incentive rates presently allowed to the employees of the Steam Plant will continue to apply.
- **9.** The Mill Committee will meet as required.
- **10.** The Joint Classification Committee will meet as required.
- 11. As a condition of continued participation in the plan by the Spruce Falls Power and Paper Company, and in consideration of the Company's agreement to adhere to the general principles of the Job Classification Plan, the Union agrees that it will not cause or be party to the modification of any essential element of a Job Classification Plan in any other pulp and paper company in the Eastern Canadian inudstry to which the Union is a party, unless such modification is agreed to by all participating companies.

JOB CLASSIFICATION PLAN (Continued)

12. On the principle that, in implementing the Job Evaluation Plan, no employee will receive less favourable treatment on any job than he did at any time prior to April 30, 1980, the following will apply:

If movement occurs downwards through lines of progession because of curtailment, individuals affected will revert to the rates they formerly enjoyed on the lower jobs to which they are: transferred or the evaluated rate for the job at that particular time., whichever is the higher. Conversely, in the case. of reverting to a higher level of operation, when individuals. move back up through their lines of progression they will be paid the rates they formerly enjoyed on the higher jobs to which they are transferred, or the: evaluated rate for the job at that particular time, whichever is the higher.

PRESENTED BY

TEMBEC MANAGEMENT

TO

LOCAL 89 OF THE C.P.U.

STEAM DEPARTMENT SENIORITY PROTECTION

In order to efficiently operate the Steam Department "Stationary Engineer Trainees" are required. Operational requirements will determine the number of employees required for this position. These employees will be required to have a minimum of Grade 12 education and will be required to pass the department qualifying tests. In addition, they must join the training program during; the prescribed time frame as outlined in the Steam Department training program. The employees so designated will not be: bumpable.

Extra Ash Handlers and Cleaners will be 'bumpable positions. The number of employees in this position will vary with the department needs. An employee who enters the Steam Department for this position only, will not be required to pass the department tests, have the educational; requirements, nor be allowed to join the training program.

In. the event of an opening, a qualified candidate (has minimum of Grade 12, passed required tests) in the Extra Ash Handler and Cleaner position will be considered in order of Steam Department seniority. Those employees who do not qualify will be: transferred out of the department.

Employees' who are required to join the training program must join or be transferred out of the: department. Once an individual has joined the Steam Department training program, he will not be allowed to join or resume: any other Trades Training Program.

"Marcel"		"Yves	Ouellet"		
(Local 89)		(Tembec Mar	Ianagement)		
'Enzo	Altobelli"	<u>"C. C a r</u>	pen ter'		
(Local 89)		(Tembec Mar	nagement)		

DATE: August 12, 1992

BETWEEN

LOCAL 89 OF THE C.P.U.

AND

TEMBEC MANAGEMENT

WILL RETAIN SUB JECT TO CHANGE ON RE-ORGANIZATION.

RECALL - CARPENTERS

In the Maintenance and Construction Departments, recall rights for Carpenters will be granted as follows:

Employees who have worked as a Carpenter for a minimum of 36 cumulative months, have reached the maximum of the Carpenter spread pay rate and are required for two (2) days or more, shall be recalled on the basis of carpenter job seniority, if they have been previously demoted or transferred because of a crew reduction.

On some occasions, training requirements may result in the temporary delay of the transfer.

"Marcel Valliere"		"Yves	Ouellet"	
(Local 89)		(Tembec Managemer		
<u>"Enzo</u>	Altobelli"			
(Local 89)		(Tembec M	anagement)	
DATE: 199August	: 12,			

BETWEEN

LOCAL 89 OF THE C.P.U.

AND

TEMBEC MANAGEMENT

WILL RETAIN SUBJECT TO CHANGE ON REORGANIZATION.

WEEKEND MAINTENANCE EMERGENCY COVERAGE - WOODLANDS

The following proposal involving the weekend maintenance coverage will be in effect up until the beginning and ending of the shift scheduling for the winter haul period. The Company will retain the flexibility of establishing the commencement and duration of shift scheduling for the winter haul. Should a breakdown occur during the haul period when no coverage is available in the Woods Garage,, employees will be called in as required and paid as per the contract "Overtime Rules for Day Workers."

The Foreman in the Woods Garage will post by Thursday, 4:00 p.m., a schedule designated to proide weekend maintenance emergency coverage. This coverage will be from 4:30 p.m. Friday to 8:00 a.m. Monday. However, when the weekend includes a statutory holiday, there will be no coverage during the holiday.

A minimum of twelve (12) hours will be paid at the regular rate. Should the period include a statutory holiday, a minimum of six (6) hours will be paid. In the case of an employee who is on call and scheduled to work on his sixth day prior to shifting, any work performed on that. sixth day between 8:00 am. and 4:00 p.m. by the person on call would not constitute a call-in.

All call-ins will he paid according to the contract.

Scheduling of the designated employee will be on a rotational basis involving all members of the mechanical crew as outlined below.

Management will decide on the number of employees to be designated, however the normal weekend coverage will consist of one mechanic.

WEEKEND MAINTENANCE EMERGENCY COVERAGE - WOODLANDS (Continued)

It is understood that the designated employee will make himself available during the hours outlined above. Failure of an employee to respond to a call or to appear on the job within thirty (30) minutes after having been contacted will result in a loss of the twelve (12) hours minimum pay and he will be treated as any other employee not reporting for work.

1. <u>Long Range Schedule:</u>

Rotation lists of names of men in the Mechanical Department will be posted on the bulletin board in the lunch room. The list will give an approximate indication as to when a person can be expected to be scheduled. No dates will be shown on these lists. The lists will be updated every month.

2. <u>Change In Schedule</u>

A change in schedule may be made by mutual agreement between individuals and by filling out a "Change in Weekend Maintenance Emergency Coverage" form. This completed form is to be submitted to the Foreman for approval.

3. Contact

Those on weekend duty will be contacted by the Woodhandling Foreman. He will make contact first by phone, and, if necessary, then by pager. A pager will be issued to each person on weekend coverage on Friday afternoon. Pagers are to be checked at that time for good operation by those issued same. (Additional checking will be done: if necessary.)

4. Men Not Available When Scheduled

In case of absences of any kind, the men whose name is next down the Rotation List will move up and take the place of the absent man. The absent man. will be rescheduled for the first weekend after he returns to work.

Moves of this sort will be made up to Thursday of each week at 4:00 pm.

5. Absences Created After 4:00 P.M On Thursday

A replacement will be sought on a volunteer basis.

WEEKEND MAINTENANCE EMERGENCY COVERAGE - WOODLANDS (Continued)

Note: If replacement on volunteer basis system does not work, then the next man on the Rotation List will be named to fill the position.

6. Trial Period

The above proposal will be on a trial period for one year, at which time it will be reviewed and, if necessary, be modified or terminated.

7. Suspension of Operations

If the operation in the Woodhandling Department and the Sawmill is suspended the Weekend Maintenance Emergency Coverage will be terminated until the resumption of either one of these operations.

" <u>Marc</u>	<u>e l Valliere"</u>	"Yves Quellet
(Local 89)		(Tembec Management)
'Enzo	Altobelli"	<u>"C. Carpenter</u> "
(Local 89)	1 210 00111	(Tember Management)

DATE: 199August 12,

BETWEEN

LOCAL 89 OF THE C.P.U.

AND

TEMBEC MANAGEMENT

WILL RETAIN SUBJECT TO CHANGE ON REORGANIZATION.

WEEKEND MAINTENANCE EMERGENCY COVERAGE

The Companies will post by Thursday, 4:00 p.m., a schedule designated to provide weekend maintenance emergency coverage. This coverage will be from 4:30 p.m. Friday to 8:00 a.m. Monday. However, when the weekend includes a statutory holiday, there will be no coverage during the holiday.

A minimum of twelve (12) hours will be paid at the regular rate. Should the period include a satatutory holiday a minimum of six (6) hours will be paid.

All call-ins will be paid according to the contact.

Sleep time rules will apply as per contract "Rest Periods After Call-Ins and Long Hours." Rest periods will be taken on Monday or the next scheduled work day immediately following the weekend.

Scheduling of the designated employees will be on a rotational basis involving all members of Maintenance and Field Construction crews as outlined below.

Management will decide on the number of employees to be designated, however the normal weekend coverage crew will consist of two (2) millwrights and two (2) helpers (including one. crane man), one (1) pipefitter, one (1) welder, one (1) instrument mechanic and one (1) truck. mechanic.

It is understood that the designated employees will make themselves available during the hours outlined above. Failure of an employee to respond to a call or to appear on the job within thirty (30) minutes after having been contacted will result in a loss of the twelve (12) hours minimum pay and he will be treated as any other employee not reporting for work,

WEEKEND MAINTENANCE EMERGENCY COVERAGE (Continued)

1. - Crew Involved

(a) All Millwright Crews

Except:

- (1) Head Tradesmen
- (2) Shift Men
- (3) Permanent Shift Relief Man for the period June 1st to September 1st.
- (i.e. 3 Reliefs on Rossing Plant Crew,
 - 3 Reliefs on Paper Mill Crew and
 - 2 Reliefs on Sawmill Crew.)
- (b) All Pipefitter Crews

Except:

- (1) Head Tradesmen
- (2) Shift Men
- (c) All Instrument Mechanics

Except:

- (1) Head Tradesmen
- (d) All Welders
- (e) All Truck Mechanics.

2. <u>Lone Range</u>-Schedule

Rotation lists of names of men in various trades groups will be posted in appropriate foremen's offices. These lists will given an approximate indication as to when a person can be expected to be scheduled. No dates will be shown on these lists. The lists will be updated every month.

3. Weekly dule:

A weekly schedule will be prepared and posted by 4:00 p.m. each Thursday on the following crew area boards:

- (i) Rossing Plant Maintenance
- (ii) Machine Shop Welders
- (iii) Machine Shop Millwrights
- (iv) Machine Shop Pipefitters
- (v) K.C. Repair Shop

WEEKEND MAINTENANCE EMERGENCY COVERAGE (Continued)

- (vi) Sawmill Maintenance
- (vii) Instrument Shop
- (viii) Truck Mechanic Shop
- (ix) Field Construction Millwrights & Pipefitters
- (x) Machine Shop Welding Shop
- (xi) Field Construction Welding Shop

Note: Schedules will be posted during the early part of each week, i.e. Monday or Tuesday.

4. <u>Change In Schedule</u>

A change in schedule may be made by mutual agreement between individuals and by filling out a "Change in Weekend Maintenance Emergency Coverage" form. This completed form is to be submitted to Assistant Maintenance Superintendents for approval.

5. Contact

Those on weekend duty will be contacted by the Maintenance Weekend Duty Foreman. He will make contact first by phone, and, if necessary, then by pager. A pager will be issued to each person on weekend coverage on Friday afternoon. Pagers are to be checked at that time for good operation by those issued same. (Additional checking will be done if necessary.)

6. Men Not Available When Scheduled

In case of absences of any kind, the men whose name is next down the Rotation List will move up and take the place of the absent man. The absent man will be rescheduled for the first weekend after he returns to work.

Moves of this sort will be made up to Thursday of each week at 4:00 p.m.

Note: On Minlwrights rotation listbthere are two columns of names. c e occurs in one column, a man in that same column will move up and fill in for him.

WEEKEND MAINTENANCE EMERGENCY COVERAGE (Continued)

7. Thursday, Created After 4:00 P.M. On

A replacement will be: sought on a volunteer basis.

<u>Note</u>: If replacement on volunteer basis system does not work, then the next man on the; Rotation List will be named to fill the position,

8. Wires & Felts

Men scheduled for weekend coverage will be used on wires and felts only if these men are capable of handling the job. If men scheduled are not familiar with the wire and. felt job, the call lists that are used during the week will be used.

9. Locks for Lock-Out

Additional locks, for lock-out, will be made available either by issuing them to the Duty Foreman or to the men who are most likely to need them.

10. Cold Weather Clothing

Snowsuits will be made available when required.

- 11. The Company agrees to train the Helpers on the Paper Mill Millwright crew as Paper Mill Cranemen.
- 12. Permission time off will not be: unreasonably withheld after completing a weekend.

This agreement to be on a trial basis for the term of the present Agreement.

DATE: August 12, 1991.

BETWEEN

LOCAL 89 OF THE C.P.U. AND TEMBEC MANAGEMENT

WORK ALLOCATION PROCEDURES RE COMPUTER, ELECTRONIC, AND/OR ELECTRICAL SYSTEM INSTALLATION

In an effort to resolve jurisdictional disputes in a more efficient manner, between the International Brotherhood of Electrical Workers and the Canadian Paperworkers Union, the Company proposes the following procedure in allocating work assignments. Towards that end, it is the intent of the Company to communicate more fully with the affected unions with respect to the installation, maintenance, and repair of new systems being purchased involving extensive use of computer, electronic, and/or electrical technology. Areas of contention regarding the work assignment will be reviewed with the affected parties as per the following procedure:

- 1. A meeting will be held between representatives of the Company, IBEW, and CPU to discuss such future system installations or major modifications to existing systems. Representatives will not exceed three persons per party. This notification meeting will be held (no later than 30 days) after the project is authorized, and in any case, no later than the commencement of the installation.
- 2. The; Company will acknowledge the input and recommendation of the union representatives, and will give that input careful consideration in the allocation process.
- 3. In cases where the work allocation is of a contentious nature, it will be reviewed by the Vice-President of Mill Operations.
- 4. As soon, as is feasible following the completion of suitable engineering, and prior to the commencement of its construction, the installation and maintenance responsibilities will be: allocated. In making this allocation, the following factors will be taken into consideration:
 - i) economy and efficiency
 - ii) existing jurisdictional lines of demarcation
 - iii) skill and training
 - iv) past practice.

WORK: ALLOCATION PROCEDURES RE COMPUTER, ELECTRONIC, AND/OR ELECTRICAL SYSTEM INSTALLATION (Continued)

- 5. The Company will provide suitable: training, manuals, test equipment and repair facilities to the employees being assigned the work.
- 6. In case of emergency, the notification process may be waived, however affected Locals will be advised within a reasonable period of time.

"Marcel Valliere" "Yves Ouellet" (Tembec Management)

"Enzo Altobelli" "C. Carpenter" (Tembec Management)

DATE: <u>August 12, 1991</u>

APPENDI X

C.P.U. LOCAL 256

PAPER MILL WASH-UP AND CLOTHING CHANGES

* THE FOLLOWING IS SUBJECT TO CHANGE DUE TO REORGANIZATION. WILL BE DISCUSSED AT TIME OF IMPLEMENTATION.

- Purpose

To state Company policy concerning when and by whom work incidental to starting up and shutting down the paper machines shall be done.

- Details o f Wash-Up

- (a) On start-up the Boss Machine Tender and Machine Tenders will examine their wires, circulate the water and have everything in order to put stock on the wires. This applies on any start-up.
- (b) The operators will wash felts and have the presses ready to operate.
- (c) When necessary to change felt rolls or clean suction presses, felts will be roped up.
- (d) The Boss Machine Tenders on duty, or e to each side, will be responsible for the clean-up.
- (e) Responsibilities of the clean-up crews are the same as referred to in job write-ups.

- Felt Pay

- (a) Except in cases of emergency, Paper Mill operating (machine) crews will not be held over to start or complete a felt change & er they have been relieved.
- (b) Except in cases of emergency, or if req designated 'floor crew will not be held over part or/ complete a felt change. red on schedulded maintenance days, the table the end of their scheduled shift to start
 - Paper Mill operating crews are not to days of: rest. except in cases of emergency. It is every reasonable effort is made to call in proper crews.

LOCAL 256 OF THE C.P.U.

* SUBJECT TO CHANGE DUE TO REORGANIZATION. WILL BE DISCUSSED AT TIME OF IMPLEMENTATION.

56 DAY PROMOTION RULES

- 1. 56 Day Promotions will be made for any known 'vacancy of 56 days or more, or if the vacancy has existed for 56 days.
- 2. 56 Day Promotions will be made for trainees after receiving a definite commitment from Management, on tine duration of such training and that it will not be disolved for vacations of the trainees.
- 3. Only Model Spare Crew and Relief Crew members will not take 56 Day Promotions.
- 4. No 56 Day Promotions will be made for vacancies from Model Line-Up 4th Handdown.
- 5. No 56 Day Promotions will be made from December 1st until the Model Line-Up change.
- 6. Inspectors 56 Day Promotions will be filled through departmental seniority.
- 7. No new 56 Day Promotions will be made during the period: first Sunday in June to the first Sunday in September. If an emergency situation arises where no trained people are available to cover a vacancy on a crew, the senior man only, from the next group will be moved to fill the vacancy during June, July and August.
- 8. 56 Day Promotions will be adjusted on the first Sunday in June and the first Sunday in September. Only those vacancies that will definitely be terminated during June, July and August months will be undone on the first Sunday in June. Adjusting of 56 Day Promotions on the first Sunday in September will only entail the implementation of new 56 Day Promotions to the existing ones.
- 9. All 56 Day Promotions anticipated to last through June, July and August will remain in effect for the duration of the vacancy.

"Norm Leybourne" August 12, 1991 "Bruno J. Desilets"

LOCAL 256 OF THE C.P.U.

* SUBJECT TO CHANGE - NEW POLICY WILL BE DISCUSSED AT TIME OF REORGANIZATION.

VACATION SCHEDULING

The Boss Machine Tenders on Crew 1 will be responsible for scheduling the special A Group and the Boss Machine Tenders on Crew 3 will schedule the special B Group.

Vacations will be scheduled according to the following:

- 1. For Groups A & B and Special Groups A & B vacations will be scheduled 2 weeks at a time on the first round, 1 week at a time on the second round, and 2 weeks at a time for successive rounds, in the order of choice as indicated on the schedule.
- 2. For Groups C through G as well as the Spare Crew Groups A & B and the Relief Crew, vacations will be scheduled two weeks at a time as indicated on the schedule.
- 3. Vacations are to be scheduled on each crew starting with the first person in Group A followed by the first person in Group B and so on. Then the second person in each group will be scheduled in the same manner.
- 4. Scheduling of the first choice of the person in Special Group A will occur after first choice of the top person in Group G Crew 1 has been completed and will follow this order. Special Group B will be scheduled in the same manner after the top person in Crew 3 Group G is scheduled.
- 5. One of the Boss Machine Tenders on each crew is to be responsible for vacation scheduling.
- 6. All vacations are to be scheduled prior to March 1. Cancelling and rescheduling will be permitted on an availability basis.
- 7. Vacations scheduling to be started immediately following the F.H. draw.

Vacation. Format

<u>Mapeir 1 1</u>

Group A 4 Men (BMT's, RBMT's or BT)

Group B - 4 Men (MT's)

Group C - 5 Men
Group D - 5 Men
Group E - 6 Men
Group F - 6 Men
Group G - Remainder

Spare Crew A - MT

BT

3rd Hand

1st Vac. Relief

6th Hand Relief Crew

Spare Crew B - CM:

RCM

4th Hand R4th Hand

2nd Vac. Relief

Relief Crew MT

BT

3rd Hand 4th Hand 5th Hand

"Norm Leybourne"

"Bruno J. Desilets"

August 12, 1991

LOCAL 256 OF THE C.P.U.

SUBJECT TO CHANGE - NEW POLICY WILL BE DISCUSSED AT TIME OF REORGANIZATION.

SCHEDULING OF FLOATING HOLIDAYS - RULES FOR TIME OFF

Time off that has been granted (scheduled) in prime vacation period may only be cancelled with approval of' the BMT or Operations Coordinator (discretionary).

A third man will be granted time off on Friday, Saturday and Sunday day shift.

Floating Holidays are not allowed to be scheduled on or for days of rest.

Floating Holidays must be taken in the year they are meant for. No one may take floating holidays from the following year.

In cases of total machine shutdowns (millwide) no promotions will be made if management allows more than the usual number of men off.

A Floating Holiday cannot be used as part of a Statutory Holiday.

Floating Holidays, Statutory Holidays and Permissions all have: equal status, that is to say, once granted, neither one can cancel out the other.

Promotions for Floating Holidays will be on a day-to-day basis and not by the week.

A third spare per crew will be provided for absences other than floating holidays, statutory holidays or permissions during peak vacation period.

Permission absences may only be approved three (3) days prior to the date requested during peak vacation period and the last 'two (2) weeks in December.

Prime time is defined as the first Sunday in May to the week starting with the last Sunday in October, plus the last two (2) weeks in December.

Prime Vacation Period is defined as the first Sunday in June to the week starting with the last Sunday in September, plus the last two (2) weeks in December.

Peak vacation period is defined as the first Sunday in June to the week starting with the last Sunday in August.

"Bruno J. Desilets"

"Norm Leybourne"

August 12, 1991

LOCAL 256 OF THE C.P.U.

* SUBJECT TO CHANGE - TO BE DISCUSSED AT TIME OF REORGANIZATION.

PRIME TIME F.H.'S, S.H.'S

Two employees will be granted time off on a shift basis as in the past. All time off should be scheduled as far in advance as possible.

Time off during prime time will not be approved until two weeks after Model Line-Up change. Only request forms properly signed will be accepted and placed in the box. No time off in prime time will be officially granted during this period.

A maximum of six requests may be submitted for the draw. More than six requests will result in loss of all requests in the draw, to be rescheduled on available date(s).

All requests must be filled out correctly.

- a) One slip, one date
- b) Signed by a Boss Machine Tender
- c) Correct crew number. Crew number on Model Line-Up if time off is applied for prior to Model Line-Up change, crew number of the crew individual is on if time off is applied for after Model Line-Up change. Spare and Relief Crew members must have crew number of crew on day shift for date applied for.

Those slips not following this format will be removed from the draw.

Cancellation of F.H.'s must be filled out on "Cancellation of F.H." slips available at the BMT office.

Prior to F.H. draw date, and after last day of submission of F.H. request, one or two days be set aside to allow the Operations Coordinator along with the P.M. Clerk and designated Union representative, to enter those F.H. requests into the F.H. book that do not exceed the 2 or 3 men off per shift rule as the day may be,

Only those requests that exceed the allotment per shift off will be drawn for.

Any duplicate requests will be removed from the draw.

PRIME TIME F.H.'S, S.H.'S (Continued)

Applications for time off will be received until 8:00 a.m., Monday of the third week after Model Line-Up change (last Sunday in January). At that time, any shift where more than the allotted number of people off has been applied for, the luck of the draw will prevail to determine who is granted the time off. Alternates will be drawn and. recorded in order of draw for each shift, and date.

After the date and time of draw, time off will be granted on a first-come first-service basis.

"Bruno J. Desilets"

"Norm Leybourne"

August 12, 1991

LOCAL 256 OF THE C.P.U.

SUBJECT TO CHANGE - TO BE DISCUSSED AT TIME OF REORGANIZATION.

FLOATING HOLIDAYS

Procedure for applying for an F.H. -

- 1. Fill out form "Request for F.H. Date" and present to Boss Machine Tender for approval. (Note BMT's and Relief BMT's to present form to the Operations Coordinator.)
- 2. If the Boss Machine Tender approves the "Request for F.H. Date" he then writes in the F.H. Book crew number, payroll number, name and foreman's initial all in ink:. "Request for F.H. Date" goes into box.

Note: If the crews' compliment of F.H.'s are filled for the day and the employee wishes consideration in case of a cancellation, then the above info is to be placed in. the F.H. Book starting from the bottom line and working up, If a cancellation occurs, his name is to be transferred to the approved list at the top of the page. A "Request for F.H. Date" must be filled out for these days.

- 3. An F.H. is approved when BMT enters it into the book and initials it.
- 4. An F.H. may only be cancelled up to 48 hours before the scheduled date. "Request for F.H. Date Cancellation" slip is to be used.
- 5. No one but the BMT, Relief BMT's when relieving, Clothing Man, and Relief Clothing Man when relieving, shall write in the F.H. Book.

Exception: Operations Coordinator to enter BMT and Relief EMT F.H.'s (only when relieving).

- 6. The Operations Coordinator or designated relief is to approve BMT F.H.'s as per steps 1, 2 and 3 above.
- 7. A, maximum of 6 F.H.'s may be scheduled per year. Scheduling of and approval of more than 6 F.H.'s will result in forfeit of remaining F.H.'s for a period of 2 weeks after which they may be rescheduled on available dates.

FLOATING HOLIDAYS (Continued)

- 8. Employees calling in sick and requesting and F.H. may only have them granted up to the maximum allowable F.H. allotment for the day.
- 9. All F.H.'s must be scheduled by November 1 for the current year. If not, the supervisor is to assign the day or clays to be taken.
- 10. S.H.'s may only be taken after they are earned and within 4 months after the S.H. date.

Note: When an S.H. is applied for, the S.H. date must also be included and this info is to be put in F.H. Book when it is approved.

Time off between last. Sunday in January and first Sunday in May may be scheduled after the preceding September 1st, with a limit of two(2) men per date, not shift. This limit only applies until Model Line-up approval.

The draw is to be made in the presence of the Operations Co-ordinator or designated relief, Paper Mill Clerk and two Senior Union Officers.

Prime Time is defined as: first Sunday in May to the week starting with the last Sunday in October, plus the last fourteen (14) days in December.

"Norm Leybourne"	"Yves Quellet"
(Local 256)	(Company)
	"Barrysborough"
(Local 256)	(Company)

Date: August 12, 1991

LOCAL 256 OF THE C.P.U.

SUBJECT TO CHANGE DUE TO **REORGANIZATION**. TO BE DISCUSSED AT TIME OF IMPLEMENTATION.

PROMOTIONS TO SPARE CREW

- 1. Model Line-Up Spare Crew, those members on 56 Day Promotions to the Spare Crew and Vacation Relief on the Spare Crew will be allowed 3 promotions from their Model Line-Up Job on the Spare Crew.
- 2. All remaining vacancies on the Spare Crew will be filled on a cross-machine basis.
- 3. All vacancies on the machine floor must be filled prior to filling vacancies on the Spare Crew.
- 4. 56 Day Promotions for Clothing Man will be made to the third hand group. The member on the 56 Day Promotion will not take a position on the Spare Crew lower than third hand.
- 5. Spare Crew vacation relief will be used for all weekly vacancies on the Spare Crew that are less than 56 days.
- 6. Daily adjustment to the Spare Crew will not be made on the weekly line-up.

Application:

All vacancies and adjustments are to be made on the machines (including the rewinders) first.. Any vacancies on the Spare Crew will then be filled from #4 paper machine.

1. Vacancy on Spare Crew:

Model Spare Crew members move up on the Spare Crew, thus creating a vacancy at 4th Hand Spare Crew positions. The 4th Hand on #4 P.M. would fill the vacancy on the Spare Crew and a cross-machine move would be made to fill the vacancy on #4 P.M.

PROMOTIONS TO SPARE CREW (Continued)

2. Vacancies on Spare Crew:

Model Spare Crew members move up on the Spare Crew, thus creating vacancies at the 3rd H and 4th H positions. The 3rd H on #4 P.M. would fill the 3rd H vacancy. This now creates a vacancy at the 3rd H #4 P.M. position which is filled by a cross-machine move. The vacancy 4th H Spare Crew would now be filled by the 4th H #4 P.M. and a cross-machine move would be made to fill the vacancy on #4 P.M.

3. Vacancies on Spare Crew:

Model Spare Crew members move up on the Spare Crew. Vacancies would now exist at the BT, 3rd H and 4th H positions.

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The Backtender Spare Crew vacancy is filled by BT #4 PM
The Backtender #4 PM " " " Cross-Machine Move
The 3rd Hand Spare Crew" " " 3rd Hand #4 PM
The 3rd Hand #4 PM " " " Cross-Machine Move
The 4th Hand Spare Crew" " " 4th Hand #4 PM
The 4th Hand #4 PM " " " Cross-Machine Move
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Daily Adjustments:

Daily adjustments on the weekly line-up will be shown as

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4th Hand Spare Crew
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and will be filled after all other adjustments, including daily vacancies, have been made. A daily vacancy may include F.H.'s, S.H.'s, sickness, etc.

"Bruno J. Desilets"

"Norm Leybourne"

August 12, 1991

LOCAL 256 OF THE C.P.U.

SUBOECTBO CHANGE DUESTO REORGANIZATION. DATTIME IMPLEMENTATION.

RELIEF CREW PROMOTIONS

Any member scheduled to work on the Relief Crew will follow that schedule.

For daily adjustment, all members will take their proper place in the line of progression.

Cross Machine seniority will govern all daily promotions.

As the Relief Crew is considered to be between #1 and #3 PM for seniority purposes, those mmbers scheduled on the Relief Crew for the day shift week shall move to the position that their seniority entitles them only, due to any vacancy.

The Paper Mill Clerk shall indicate on the weekly line-up who each member of the Relief Crew follows by seniority.

The Paper Mill Clerk shall indicate the Day and Positions vacant for that week.

EXAMPLE

Relief Crew	follows	Crew #2	
D. Brown			
G. Twaddle		T. McKenney	y
A. Boucher		B. Keown	
G. Boucher		G. Benson	
G. Pauze		D. Losier	
R. Girardin		M. Gauthier	
D. Tremblay		M. Beaudet	
SUN	TUES		THURS
INSP 1 & 3	BT #5-MT 7	# 1	SP 4TH
MON	WED		FRI
INSP 4 & 5	0		SP 4TH HELPER

"Bruno J. Desilets" "Norm Leybourne" August 12, 1991

I.B.E.W. LOCAL 1149

APPENDIX

RECOGNITION, JURISDICTION, MEMBERSHIP

RECOGNITION

The Company recognizes Local Union 1149 of the I.B.E.W. as the exclusive bargaining agent of employees in the classifications listed in this Appendix, including those in the new variable Construction Department established during the 1991 contract negotiations.

The Company also recognizes Local 1149 of the I.B.E.W. as the exclusive bargaining agent for employees substantially engaged in the installation, maintenance and repair of electrical and electronic equipment, company-owned communications equipment in the Mill, in accordance with existing jurisdictional lines, and the operation, maintenance and repair of company-owned electrical generation, substations, transmission and distribution systems. It is also understood that the power, telephone, and communication wiring for all buildings in the mill property is the general jurisdiction of Local 1149 of the I.B.E.W.

(I.B.E.W. COMMENTS) - The Company's additional language in above clause is not viewed by the Local Union as being inserted for any reason but the Company having the flexibility to have tradesmen/ operators assist each other. From other clauses in the collective agreement, the intent is not taken to displace or replace employees falling within the jurisdiction of Local 1149, I.B.E.W. On this basis we are prepared to accept the changes.

JURISDICTION

- All switching of 550 volts will be done by members of Local 1149 I.B.E.W. excepting in cases where there is danger to the safety of personnel, equipment or property, or, to ensure efficiency of operation.

COMMON LINE OF PROGRESSION

APPENDIX

WILL 'RETAIN SUBJECT TO CHANGE ON REORGANIZATION

Maintenance - Construction and Operating Electrical Departments including Smoky Falls G.S. personnel.

See attached progression chart.

GENERAL RULES

- 1. The weekly schedule is binding Friday at noon.
- **2.** When relief is used up and a vacancy occurs, premium time will be paid where the vacancy occurs.
- 3. Nothing will supersede the master schedule except as noted in (6) below.
- **4.** Senior men will be placed on shifts where most relief occurs.
- 5. The Mill Shift Electrician will be scheduled "extra" on Wednesday for P.M. maintenance unless no paper machine is to be down or if relief is required for the Senior Electrical Operator.
- **6.** If the Senior Electrical Operator, Mill Shift Electrician or Woodhandling Shift Electrician are scheduled "R" on Tuesday or Wednesday of a millwide shutdown, they will work Tuesday or Wednesday and be scheduled "R" on another day.
- 7. Senior Electrical Operator & Mill Shift Electrician Call-In
- (a) If an electrical disruption occurs which shuts down two or more paper machines, the Electrical Maintenance Foreman or Senior Electrical Operator on shift will request the Assistant Substation Operator to call in a Senior Electrical Operator as per the schedule below. In the event of a complete electrical power failure, the Assistant Substation Operator will call in a Senior Electrical Operator for the Paper Mill, and Mill Shift Electrician for the TMP and Main Mill, without waiting for instructions from the Foreman or Senior Electrical Operator.

The Senior Electrical Operator is to be called in for the purpose of assisting the crew on shift to get. the Paper Mill back into operation.

The Mill Shift Electrician is to be called in to get the TMP Mill back into operation and if required to assist in getting the Main Mill back into operation. When the sheet is over the reel on two or more machines in the Paper Mill and there are no obvious electrical defects on the remainder of the machines, the men called in will be allowed to go home.

If the Senior Electrical Operator, or Mill Shift Electrician called cannot be reached immediately by telephone or if he is unable to come in, the next man available will be called in.

If disruptions occur	Call in Operator or			
between - Shift Electrician				
	of •			
8:00 a.m. and 4:00 p.m.	the incoming 4 - 12			
4:00 p.m. and 8:00 p.m.	the previous 8 - 4			
8:00 p.m. and midnight	the incoming 12 - 8			
Midnight and 4:00 a.m.	the previous 4 - 12			
4:00 a.m. and 8:00 a.m.	the incoming 8 - 4			

- (b) After a statutory holiday additional help will be required for start-up in the Paper Mill and TMP 'Mill. The Senior Electrical Operator and Mill Shift Electrician scheduled for the start-up shift may be scheduled to come in early, if required. The Senior Electrical Operator and Mill Shift Electrician of the subsequent shift will come in at the scheduled start-up time on a call-in basis. As detailed in (a) above, they will assist to get the Mill started up and then go. home.
- **8.** The annual vacation schedules will be as agreed upon by the Company and the Union,
- **9.** If the Assistant Substation Operator is unable to relieve the Substation Operator or Filter Plant Operator, then the Senior Helper will relieve when available or No. 2 Reliefman.
- 10. The Assistant Substation (Operator moves up to replace the Substation Operator or Filter Plan Operator if he is the senior qualified man.
- 11. The Assistant Substation (Operator will be relieved for lunch for a twenty-minute period between 11:30 and 12:30 p.m. each Monday Friday, Statutory Holidays excepted. Normally, he will be relieved by the Substation Cleaner Helper or by other available trained relief on shift. In the event such relief is not available, a trained Assistant Substation Operator will be obtained from Electrical Maintenance and he will be paid the rate of his own job or the Assistant Substation Operator's rate, whichever is higher.

- 12. When promotion to a model payroll vacancy in the Assistant Substation Operator group occurs, the vacancy will be posted on the Bulletin Board in the Electrical Shop and at Smoky Falls and the most senior qualified member of the Electrical Department applying for the job will be chosen. Failure to apply for the job will not jeopardize the rights of any member of the Electrical Department for future promotion to the senior lines of progression.
- 13. Entry of Smoky Falls personnel into the common line of progression will be on a departmental seniority basis. Because they have to make a financial sacrifice in moving from Smoky, they may pass up a move without jeopardizing their right to consideration for future vacancies. Due to the problems involved, such moves can only be made where death, retirement, resignation, etc. create vacancies; they cannot be made for temporary vacancies.
- 14. Vacancies in the Assistant Substation Operator group (including the designated relief Assistant Substation Operator) will be filled by promotion on shift as outlined in the Labour Agreement for "Under 21 Days."

Vacation. relief in the Electrical Operations group will be filled by three senior helpers.

The Electrical Operations Vacation Reliefmen (excluding the current Electrical Maintenance Shift Vacation reliefmen, i.e. 4 in number) will move back to the Electrical Maintenance Crew on a 21-man-day promotion based on model payroll. If the current Electrical Maintenance Shift Vacation Reliefmen (4) opt to act as Electrical Operations Relief for the season, they will do so for the entire year, and not take part in the 21-man-day promotions.

15. When a permanent opening in the Substation Operator's job or Filter Plant Operator's job occurs, the eligible senior man may or may not take the job without jeopardizing his seniority.

Lateral moves between the Substation Operator's job and the Filter Plant Operator's job or vice versa will be permitted only when a permanent opening occurs in either job. A man may make only one lateral move except for reasons of health as agreed upon by the Company and the Union. The move between the Substation Operator's job and the Filter Plant Operator's job or vice versa to be considered as the only lateral move.

16. The progression of electricians will normally be from Construction to Maintenance. This will not preclude the movement of Senior Electricians from Maintenance to Construction for specific projects following discussion with the Union.

17. Tradesmen will not be hired until all fourth-year trainees are promoted to tradesmen.

The above classification of tradesmen to include:

Shift Electricians Relief Electricians Maintenance and Construction Electricians

Prior to the hiring of tradesmen, the situation will be discussed with the Union. If tradesmen are hired, their seniority begins with their hiring date, i.e. last man in is the first man out.

40-HOUR RELIEF SCHEDULES

	Weeks 1 - 4				
	¦ M	T	W	T	F
Sub. Operator Filter Plt.Opr. Asst. Sub.Opr. Sr. Elect. Opr. Mill Shift Elect. Woodhandling Shift Elect.	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	 	R	R	R R
	i i	Weel	ks 5	- 8	i
	M	¦ T	W	¦ T	F
Sub. Operator Filter Plt.Opr. Asst. Sub.Opr. Sr. Elect. Opr. Mill Shift Elect:		R	R	R R	R
Woodhandling Shift: Elect.	1	 - 	 		R
	[Wee	ks !	9 -	12
	M	T	W	т	F
Sub. Operator Filter Plt.Opr. Asst. Sub.Opr. Sr. Elect. Opr.		1	R	R R	R
Mill Shift. Elect. Woodhandling Shift Elect.		l R	1 1 1 1 1 1 1) 	R

TRAINING PROGRAM FOR LOCAL 1149 I.B.E.W.

The Electrical Operating Common Line of Progression with the rules governing its application is appended to this Agreement.

All hydro, substation and maintenance helpers will be required to take a Company trades training course in order to qualify for future promotions and merit increases. Failure to qualify or maintain a reasonable rate of progress on the training course, will be sufficient reason for employees to forego promotions and merit increases.

Any employee hired on or after May 1, 1958 will be subject to release should he fail to qualify or maintain a reasonable rate of progress on the prescribed course.

The 'Advanced Electrical Training Program' dated June 14, 1973 with the rules governing its application shall form part of this Agreement. Copies of this program are available from the Industrial Relations Department.

Spruce Falls Electrical Training Agreement dated January 22,1990 will continue to be in force subject to review by the Trades Training Committee.

Advanced Electrical Training Course revised 1976 will continue to be in force subject to review by the Trades Training Committee.



SMOKY FALLS - APPRENTICESHIP TRAINING EXPENSES AND WAGES

* FOR MEMORANDUM ONLY

The following applies to Smoky Falls employees required to travel to the Kapuskasing Mill for apprenticeship training.

- 1. If employees are scheduled for a regular day, wages will be paid on a no gain, no loss basis.
- 2. An employee leaving Smoky Falls or Kapuskasing outside of his scheduled work day will be paid 90 minutes at his straight time hourly rate for each above noted destination.
- 3. Employees required to use their own vehicles will be eligible for mileage.
- 4. Employees will be issued one meal credit for each day while involved in the training session.
- 5. When such training lasts more than one day, an employee can travel or stay in a designated motel provided he does not have accommodation in town. Expenses for accommodations will be reimbursed upon completion of the expense account form accompanied by a hotel or motel receipt.
- 6. If an apprentice fails, his subsequent attempt will be at his own expense.
- 7. The above provisions are made without prejudice and apply to those permanent Smoky Falls employees protected under the employment assurance arrangement.
- 8. The obligations contained in this document will terminate upon the closure of the Smoky Falls operation.
- 9. The above noted items will be effective September 1, 1989.

SMOKY FALLS - EMPLOYMENT ASSURANCE

* FOR MEMORANDUM ONLY

Denis J. Potvin Jacques F. Carriere Arthur Dumais Robert A. Tremblay Gaetan F. Godard Kenn Robinson

Steven M. Johnson Norman L. Lyons
Carl J. Daly Lucien Quinn
Robert F. Portelance Laureat Pouliot

This confirms the employment assurance given to the above listed employees at Smoky Falls, upon sale by Spruce Falls of the generating station to Ontario Hydro.

The agreement for sale is contingent on Ontario Hydro successfully obtaining environmental approval for the Mattagami Redevelopment Program. It is expected it will take up to three years to obtain this approval.

Upon the sale of the Smoky Falls facility, Spruce Falls has agreed to operate the generating station until a new facility is built and/or a new supply system is in place to replace the reliable Smoky Falls operation. This construction period is estimated to be three years.

Spruce Falls assures employment to the people listed above who are still at Smoky Falls when the facility is shut down.

Alternative employment opportunities at the Mill will be made available on a normal basis during the interim period. All protected employees must be willing to be trained and transferred, to whatever vacancies are made available. Rates of pay will not be guaranteed. All other employment matters will be in accordance with the Labour Agreement.

All new people hired after November 1, 1989 will be considered temporary employees and will have rights only as outlined in the union labour agreements.

BETWEEN

LOCAL 1149 OF THE I.B.E.W.

AND

TEMBEC MANAGEMENT

WORK ALLOCATION PROCEDURES RE COMPUTER, ELECTRONIC, AND/OR ELECTRICAL SYSTEM INSTALLATION

In an effort to resolve jurisdictional disputes in a more efficient manner, between the International Brotherhood of Electrical Workers and the Canadian Paperworkers Union, the Company proposes the following procedure in allocating work assignments. Towards that end, it is the intent of the Company to communicate more fully with the affected unions with respect to the installation, maintenance, and repair of new systems being purchased involving extensive use of computer, electronic, and/or electrical technology, Areas of contention regarding the work assignment will be reviewed with the affected parties as per the following procedure:

- 1. A meeting will be held between representatives of the Company, IBEW, and CPU to discuss such future system installations or major modifications to existing systems. Representatives will not exceed three persons per party. This notification meeting will be held (no later than 30 days) after the project is authorized, and in any case, no later than the commencement of the installation.
- 2. The Company will acknowledge the input and recommendation of the union representatives, and will give that input careful consideration in the allocation process.
- 3. In cases where the work allocation is of a contentious nature, it will be reviewed by the Vice-President of Mill Operations.
- 4. As soon as is feasible following the completion of suitable engineering, and prior to the commencement of its construction, the installation and maintenance responsibilities will be allocated. In making this allocation, the following factors will be taken into consideration:

WORK ALLOCATION **PROCEDURES RE** COMPUTER, ELECTRONIC, **AND/OR** ELECTRICAL SYSTEM INSTALLATION (Continued)

- i) economy and efficiency
- ii) existing jurisdictional lines of demarcation
- iii) skill and training
- iv) past practice.
- 5. The Company will provide suitable training, manuals, test equipment and repair facilities to the employees being assigned the work.
- 6. In case of emergency, the notification process may be waived, however affected Locals will be advised within a reasonable period of time.

MMballet ^T	"Yves	Ouellet'
(Local 3 149)	(Temebe Management)	
"Gilbert Desgroseilliers"	"Ç. C a r	penter"
(Local 1149)		Ianagement)

DATE: August 12, 1991

APPENDIX

THE OFFICE AND PROFESSIONAL EMPLOYEES' INTERNATIONAL UNION - LOCAL 166



FLEX-TIME SYSTEM

The schedule for office workers shall be on a 37-1/2 hour basis, Monday to Friday, except as required in ûncctions supporting operations and maintenance. This schedule shall include a 15 minute coffee break in the first half of their work day.

The standard work day will be 7:30 a.m. to 4:00 p.m., with a one-hour lunch period (12:00 noon to 1:00 p.m.). The core period during which all employees will normally be at work is 8:00 a.m. to 3:30 p.m. Lunch periods will be of half-hour or one-hour duration.

Other suggested schedules are --

- 1. 7:30 a.m. to 4:00 p.m., one-hour lunch period (12:00 noon to 1:00 p.m.)
- 2. 8:00 a.m. to 4:00 p.m., half-hour lunch period (12:00 noon to 12:30 p.m.)
- 3. 7:30 a.m. to 3:30 p.m., half-hour lunch period (11:30 a.m. to 12:00 noon)

Alternate schedules may be arranged on a departmental basis to best suit the need of employees and operational requirements of the department. All work schedules must be approved by the department supervisor.

To meet special operating needs of some departments, different 7-1/2-hour schedules may be arranged as has been done in the past.

7:00-8:00	8:00-11:30	11:30-1:30	1:30-3:30	3:30-4:30
a.ma.m.	a.ma.m.	a.mp.m.	p.mp.m.	p.mp.m.
Flex	Core	Flex	Core /	Flex
Time	Time	Lunch	Time	Time

"Wayne Nodwell"

(Local 166)

"Joan Pope"

(Local 166)

"C. Carpenter"

(Local 166)

(Tembec Management)

DATE: August 12, 1991

THE OFFICE AND PROFESSIONAL EMPLOYEES' INTERNATIONAL UNION - LOCAL 166

DEMOTIONS

The individual who has bumped into a department or entered the department through a job posting, may be displaced from that position by a downward bump from within the department by a person on the same or higher salary level who has greater local union seniority, or through the normal bumping procedure from outside the department.

In the event of a bump from within or outside the department, the person affected would demote within the department in accordance with Local Union seniority. The person with the least Local Union seniority bumping out of the department would exercise bumping rights displacing the employee with the least seniority on the same or on a lower Local Union salaried job.

Bumping will follow the above noted procedure, provided the employee has Local Union seniority and has the qualifications and the ability to fill the position.

THE OFFICE AND PROFESSIONAL EMPLOYEES' INTERNATIONAL UNION - LOCAL 166

GENERAL MILL RULES (MEMORANDUM ONLY)

- 1. The Company will endeavour to provide minutes of Union/ Management meetings with Local 166 on a timely basis and prior to any subsequent meetings on the same subject.
- 2. Company agrees to supply the Union with a list of positions in the Salary Classification Schedule which require the use of a Physical Demands Worksheet and the Union will be notified of any changes to this list.

Existing Mill Rules will continue to be in effect but will not be included in the Labour Agreement and will be subject to review by the Discipline Committee.

LINES OF PROGRESSION (Local 166)

WILL RETAIN SUBJECT TO RE-ORGANIZATION.

PURCHASING & DISTRIBUTION

Purchasing

Purchasing Coordinator - Maintenance Local Order Clerk Woodlands Order Clerk Follow-Up Clerk Purchase Order Typist

Customer Services and Distribution

Traffic & Customs Coordinator Traffic Clerk

Paper Planner Shipper

Passenger Traffic Clerk-Typist

SVAREROUSEI C E S

Wilare house

Head Receiving Clerk
Spare Parts Kardex Clerk
General Spare Parts Kardex Clerk
General Stock Kardex Clerk
Receiving Clerk
Warehouse Inventory Clerk

Woodlands Warehouse

Senior Partsperson Junior Partsperson

Head Receiving Clerk Receiving & Shipping Clerk

LINES OF PROGRESSION (Local 166) - (Continued)

ENGINEERING SERVICES

Maintenance Coordinator

Maintenance Planning Clerk-Typist

Maintenance Engineering Clerk Clerk-Steno (Maintenance)

Clerk-Steno (Major Projects)

Engineering Clerk
Design & Development Clerk

HUMAN RESOURCES

Safety & Compensation Clerk (Mill)

Learning Centre Clerk-Steno

FINANCIAL & ACCOUNTING SERVICES

Benefits and Employment Services

Benefits Clerk Benefits Clerk-Typist

Employment & Safety Clerk-Typist

General Accounting

General Accounting Utility Clerk Invoice Clerk Billing Clerk Warehousing Clerk Voucher Clerk

<u>LINES OF PROGRESSION</u> (Local 166) - (Continued)

FINANCIAL & ACCOUNTING SERVICES (Continued)

Mill Cost

Cost Systems Coordinator Mill Statistician

Woodlands Cost

'Woodlands Cost Accounting Clerk Accounting Clerk

Camp Accounting Clerk

Payroll Payroll

Senior Payroll Clerk Payroll Clerk III Payroll Clerk II

Data Centre

Data Centre Operator IV
Data Centre Operator III
Data Centre Operator II
Data Centre Operator I (Part Time)

Steno Pool

Senior Stenographer Utility Stenographer Stenographer

Receptionist - Typist

Office Services

Office Services Clerk

Mail Clerk Office Cleaner

LINES OF PROGRESSION (Local 166) - (Continued)

PAPER MILL

Paper Mill Clerk

TECHNICAL

Paper Quality Tester Standards and Special Tester Utility Tester Air Quality Tester Laboratory Tester

Quality Statistics Clerk

WOODLANDS

Plant & Equipment

Maintenance Planning Clerk

Clerk-Typist

Forestry Services

Janitor - Woods

LETTER OF UNDERSTANDING PRESENTED BY

TEMBEC MANAGEMENT

TO

THE OFFICE AND PROFESSIONAL EMPLOYEES' INTERNATIONAL UNION - LOCAL 166

SENIORITY

Seniority for those employees within the jurisdiction of the bargaining unit prior to the first day of September, 1970, shall mean length of continuous service with the Company. Seniority for employees becoming part of the bargaining unit on or after the first day of September, 1970, shall be computed from the date of entrance into the bargaining unit.

'Wayne Nodwell"	"Yves Ouellet"
(Local 166)	(Tembec Management)
,	
'Joan Pope"	"C. Carpenter"
(Local 166)	(Tembec Management)

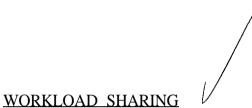
Dated at Kapuskasing, Ontario

PRESENTED BY

TEMBEC MANAGEMENT

TO

THE OFFICE AND PROFESSIONAL EMPLOYEES' **INTERNATIONAL UNION - LOCAL 166**



In sections where workload sharing is presently common practice under certain situations, such practices will not be altered.

"Wayne Nodwell"	"Yves Ouellet"	
(Local 166)	(Tembec Management)	
"Joan Pope"	"C. <u>Carpenter"</u>	
(Local 166)	(Tembec Management)	

Dated at Kapuskasing, Ontario

THE OFFICE AND PROFESSIONAL EMPLOYEES' INTERNATIONAL UNION - LOCAL 166

Both parties will investigate other plans during the term of the agreement.

ADMINISTRATION OF JOB EVALUATION AND MERIT RATING PLAN

- 1. New occupations will be evaluated and categorized, using the Stevenson-Kellog system followed in 1951-52, when salary ranges and job classifications were established. New occupations will be reviewed jointly after six months to determine whether a true evaluation was reached at the original rating session. If an error was made in the original evaluation, a retroactive adjustment of salary as per the new rating will be made, if warranted.
- 2. Either party may request the re-evaluation, at any time, of an occupation which has significant changes in duties and responsibility. Upon a request made by the Union, the Committee shall, within ninety (90) days, evaluate the position and submit its decision to the Union.

Following the Committee's decision or following the evaluation of a newly created position, the Union may request a meeting to discuss the evaluation, In cases where the parties cannot reach an agreement it may be submitted to the grievance procedure.

When a job has been re-evaluated to a higher classification, the employee moves directly to the same step in the higher category provided the re-evaluation is not the result of a new organizational change, in which case it shall be subject to Section 3 below.

- 3. When an employee is promoted or demoted, individual circumstances will govern salary action to be taken. The following general rules will be used as a guide in determining the policy:
- (a) (i) No merit increase will be granted when a transfer entails movement between sections of a department, or between departments.
 - (ii) An employee may be increased in salary by half the amount between his/her existing salary and the second step above on the new grading; provided this does not exceed the standard of the range.

Example: An employee is \$5.00 below the second step above minimum and there is a \$15.00 spread from the second step to standard. Increase at time of transfer \$10.00. At six-month interval, employee would be eligible for an additional \$10.00 to the standard of the range.

ADMINISTRATION OF JOB EVALUATION (Continued)

- (iii) When an employee's salary is at, or above, standard of the new range, he/she will be merit rated after six months' service on the new occupation and becomes eligible for a salary increase.
- (iv) When an employe is moved to a higher position permanently, all time spent relieving on that job within six (6) months prior to that move will be used as a credit toward merit reviews.
- 4. All employees whose salaries are at standard or higher, except those at maximum, will be reviewed each year on their anniversary of reaching standard.
- 5. In attaining salaries above standard, employees must qualify by gaining a merit rating percentage as follows:

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65% - 74.9% - qualifies an employee to move one step above standard, qualifies an employee to the second step above standard, qualifies an employee to be placed on the maximum.
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Only one step may be taken at each rating, regardless of the percentage attained by the employee.

Under Classification '1' there is only one intermediate step between the standard and maximum salaries. In such instances, an employee must obtain a percentage of 65% to qualify for the first step and 80% to qualify for maximum.

6. Employees below the standard will be considered semi-annually on the anniversary of their occupational date. Provided a 55% merit rating is attained, one step each six months may be taken until standard is reached.

Increases will become effective on the anniversary date. In all salary ranges, there are three steps between minimum and standard.

- 7. All employees will be informed of the results of their merit rating in confidence by their Department Heads. The results will be discussed with the individual and will be used for appraisal of the progress or weakness of the individual.
- 8. Merit rating of individuals will be a management function, and its decision will be final.

IWA CANADA LOCAL 1-2995

APPENDIX

JURISDICTION I

1.01

(a) The employees of contractors engaged by the Company on the limits and work sites of the Company shall be considered employees within the terms of this Agreement; save and except the employees of contractors and/or contractors who are engaged to perform occasional special services not commonly performed by employees covered by the terms of this Agreement, employees of contractors where such contractors are engaged for the purpose of erecting structures and where such a contractor is bound by an Agreement with a Union or Unions affiliated with a central labour body covering such work.

[The issue of tree plant contractors will be dealt with through ongoing negotiations. (FOR MEMORANDUM ONLY)]

- (b) The Company and the Union agree that in harvesting and delivering of its allocated fibre from its limits, preference shall be given to Company employees, provided that this can be done in a competitive and cost efficient manner.
- (c) The Company and the Union agree that an operator who enters into a third party agreement with the Company and the Ministry of Natural Resources and produces forest products shall have an Agreement with the Union covering such operations.
- 1.02 If during the life of this Agreement, a significant change in job content 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 an Agreement, the matter may be referred to the Job Classification Committee.

WORKING AND LIVING CONDITIONS II

2.01 At the request of the Camp Grievance Committee, suitable lunch shacks will be provided where there are concentrations of men. Such shacks to be heated during the period of October 1st to April 30th and during the summer months shall have protective screens. The Company will provide each cut and skid crew with a suitable lunch shack for year-round use.

- 2.02 The Company will provide free insurance coverage against loss by fire of employees' personal belongings -required for the job and loss by fire or theft of employee-owned power saws to a maximum of two thousand dollars (\$2,000.00) and will provide additional free insurance coverage against loss by fire or theft of tradesmen's tools normally required by tradesmen to the full value of such tools, while on Company property or work sites. It is understood that coverage for theft of power saws and tools shall only apply where they are stored in a designated place of safety within the control of the Company. Damage to employee-owned power saws due to Company negligence will be compensated for by the Company at their depreciated value. An employee who causes a fire wilfully or through gross negligence will not be reimbursed for any resultant loss. Suitable arrangements for protection against theft of employee-owned power saws will be made at camp level between the Company and the Union.
- 2.03 All hand tools and equipment required on the job will be made available to pieceworkers and others on loan. When an operator of equipment is required by the Company to do a mechanical repair job, he/she will be furnished such tools as are required on loan. All tools and equipment not returned will be charged for in full. Worn out or broken tools will be replaced with serviceable tools free of charge, provided that the worn out or broken tools are returned. No person shall be required to own or rent any tools or equipment as a condition of employment, unless otherwise specified in this Agreement.

No employee shall operate a tractor or like equipment owned or leased by himself or another employee in the cut and skid operations of the Company.

- 2.04 Pieceworkers and others using power saws will be provided with free power saw gas and oils. When practical the Company will continue to provide assistance in power saw repairs.
- 2.05 Only factory-built buses shall be used for the road transportation of personnel, same to have adequate seating accommodations, emergency exit doors and equipped with racks for the safe carrying of tools and gasoline containers. Buses will also be equipped with inside luggage racks. Shelters shall be provided for employees at designated waiting places, such shelters to have heating facilities. The Company will, for the safety of its employees, have either communications or transportation available at designated waiting places.

The Company agrees that it will furnish, on loan, all safety equipment and personal safety apparel save and except safety pants, safety boots, and safety gloves and mitts.

The Company further agrees to sell to employees <u>safety pants at twelve dollars</u> (\$12.00) below invoice price to the Company, <u>safety boots at fifteen dollars</u> (\$15.00) below invoice price to the Company, and safety gloves and safety mitts to power saw operators and to persons handling cable, at seven dollars (\$7.00) below invoice price to the Company.

2.06 The Company will supply mechanics, electricians and saw filers suitable coveralls and provide for the laundering of same, two (2) per week without charge.

The administration problem with coveralls will be resolved through ongoing negotiations. (For Memorandum Only)

2.07 Tradesmen and Helpers assigned to work outside shall receive forty (40c/) cents per hour in addition to the applicable hourly rate for all such hours worked.

HOURS OF WORK III

3.01 The week for operations shall be six (6) days per week Monday to Saturday inclusive.

The work week for day or shift workers shall be forty (40) hours, eight (8) hours per day Monday to Friday inclusive or Tuesday to Saturday inclusive.

The work week for pieceworkers shall be forty (40) hours, eight (8) hours per day Monday to Friday inclusive. Pieceworkers may be scheduled to work in daywork jobs on the day shift Monday to Friday inclusive.

It is agreed that daywork or shift work employees may be required to work in excess of their regular work day or shift or work week and will be paid in accordance with Section 3.10 for such time worked. If an employee requests to be excused from working overtime, permission will not be unreasonably withheld.

- 3.02 For the purpose of this Agreement, Sunday, a Paid Holiday and the "sixth day" (Saturday or Monday) shall begin at 7:00 a.m. that day and end at 7:00 a.m. the day following.
- 3.03 The work day or shift shall consist of eight (8) consecutive hours between the hours of 7:00 a.m. and 5:00 p.m., mealtime excepted. The work day or shift for Watchmen of eight (8) hours may be scheduled in any twelve (12) hour period divided into not more than two (2) parts provided there is a break of at least eight (8) hours between shifts worked.

- 3.04 The night shift shall consist of eight (8) consecutive hours between the hours of 7:00 p.m. and 5:00 a.m., mealtime excepted. However, it is agreed that on Fridays the night shift may at the request of the employees or the Company, and by mutual agreement, be scheduled to commence prior to 7:00 p.m. in accordance with the provisions of Section 3.07.
- 3.05 The hours of work and the "sixth day" for dayworkers and shift workers shall be posted on Friday of the previous week. The starting and stopping times shall remain constant and fixed during the weekly period subject to the following:

An employee may not change shifts during the week except when his/her shift schedule is changed by the Company. When an employee's shift schedule is changed by the Company he/she will be paid at one and one-half times his/her regular rate for the first shift worked after the change. When the employee reverts to his/her original shift he/she shall be paid at his/her regular straight time rate provided that there is a break of at least eight (8) hours between shifts worked.

Where starting times must be staggered due to operational requirements such starting times for employees within any given job classification shall be confined to a one-hour period.

On all operations which are carried out on a two (2) or three (3) shift basis, all such employees will be scheduled on a rotating weekly schedule basis.

- 3.06 Ongoing negotiations will be used to modify the daily and weekly schedules set out in articles 3.01 to 3.05, to maximize daylight hours, weather conditions and operating efficiencies.
- 3.07 If an employee, who has completed his/her scheduled work week is required for work on his/her "sixth day" or Sunday, such overtime shall be posted on the preceding Thursday. If he/she is available for the posted overtime work at the regular starting time and is unable to commence work for reasons beyond his/her control, he/she shall receive four (4) hours pay at the applicable overtime rate as specified in Section 3.10 provided he/she remains available for the four-hour period if so requested by the Company.
- 3.08 A day or shift worker, who is unable to work the full day or shift for reasons beyond his/her control, shall be paid for one-half day if he/she works less than four (4) hours, and for a full day if he/she works more than four (4) hours.

After date of ratification, a pieceworker who will lose more than one (1) hour of work for reason of failure of the Company to supply a skidder shall be paid for all hours lost in excess of one (1) hour at the rate for Feller, Limber (treelength

Ι

skidding), provided he/she reports to the supervisor, remains available, and accepts alternate daywork if so requested by the Company.

In the case of time lost in excess of one (1) hour for reason of lack of assignment to a cutting area, and/or time required in excess of one (1) hour to travel from one assigned cutting area to another, payment shall be made for all hours lost.

3.09

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A day or shift worker who reports for work at his/her scheduled starting time and is unable to commence work due to reasons beyond his/her control, shall receive four (4) hours pay at his/her regular rate provided he/she remains available for two (2) hours from his/her scheduled starting time, accepts alternate work if so assigned and commences regular work when conditions permit.

If regular or alternate work commences in the first half of the shift on the first or subsequent days, the above payment shall not be made and the provisions of Section 3.08 will apply. Should the employee work any of the hours in the second half of the shift he/she shall receive four (4) hours pay for such hours. The Company will commence regular work as soon as conditions permit.

When the providing of alternate work necessitates a change in shift, the time and one-half provisions of Section 3.05 shall not apply providing there is a break of at least eight (8) hours between shifts.

Notwithstanding the provisions above governing payment of four (4) hours, such payment shall not be made for the second and subsequent consecutive days in the event the Company gives notice that no work is available a minimum of eight (8) hours in advance of the scheduled starting time on each occasion.

Should such notice be given to an employee, he/she may exercise his/her seniority within the camp unit. If such employee does not have sufficient seniority to displace another employee in the camp unit, he/she shall be laid off and given eight (8) hours pay in lieu of two (2) days notice. If he/she does exercise his/her seniority within the camp unit and displaces another employee, the displaced employee shall be laid off and paid eight (8) hours pay in lieu of two (2) days notice. In neither case may any such employee be permitted to exercise his/her seniority outside the camp unit until the third consecutive day following the day notice is given.

Should an employee elect to take leave of absence in lieu of exercising seniority under this Article, he/she shall be permitted to exercise his/her seniority on his/her return to work.

3.10 Time worked in excess of eight (8) hours per day or shift and all hours worked by an employee on Sunday, on his/her designated "sixth day" (Saturday or Monday) or (outside his/her regular shift shall be paid at the rate of time and one-half.

For calculating overtime pay, shift differentials shall not be considered as part of an employee's applicable hourly rate.

Overtime work required in a camp unit will be distributed on as equal a basis as possible, among the employees in the camp unit who normally perform the work in the classifications requiring the overtime.

- 3.11 Walking Distance and/or Riding Time shall not be considered as time worked. Walking Distance and Riding Time shall be paid for as stipulated in the Walking Distance and Riding Time section of the Wage Schedule of this Agreement.
- 3.12 An employee, who is called out for work after completing his/her day or shift, or more than one (1) hour before the start of the day or shift shall receive time and one-half for the hours worked, but in no case shall he/she receive less than four (4) hours pay at straight time. When the call-out for work is within the one-hour period prior to the start of his/her day or shift, he/she will be paid time and onehalf from the starting time of the call-out to the scheduled starting time of the day Where the employee continues to work into his/her day or shift, the provisions of Section 3.10 shall apply after he/she has completed eight (8) hours exclusive of time worked prior to his/her starting time.

An employee who is called out for work on his/her "sixth day" (Saturday or Monday) or Sunday shall be paid at the appropriate overtime rate as set out in Section 3.10 from the starting time of the call-out, but in no case shall he/she receive less than four (4) hours pay at the rate of time and one-half.

There shall be a 15-minute coffee break at the mid-point of each half shift. Times 3.13 to be discussed and arrived at by mutual agreement.

SENIORITY IV

The Company recognizes the principle of seniority. Seniority will govern, subject 4.01 to reasonable consideration of skill, efficiency and ability in promotions, transfers, layoffs and recalls after layoffs.

For the purpose of training only it may be necessary to recall employees not in order of seniority. These trainings will be a little order of seniority. order of seniority. These trainees will be recalled by seniority ranking for the job they have applied for and the training period will be as per article 4.03 (b).



4.02 Employment of any new employee shall be considered as probationary until he/she has worked sixty (60) days within a six-month period.

It is agreed and understood that the total accumulated days of 'seniority of each employee on the ratification date of this Agreement between the Company and the Union will establish the seniority order of each employee on the seniority list and that the order of seniority will remain fixed and can only be altered by the termination of employment of any of the employees on the seniority list. In which case, those listed on the seniority list below the employee who terminates will climb upwards to fill the vacancy.

All new employees to be added in the order of hire.

4.03

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(a) Seniority will be applied on a Company-wide basis in recalls, promotions, transfers from camp to camp and layoffs.

When layoffs are required due to the completion of seasonal operations, or a part thereof, the employees will be transferred to available jobs for which they are qualified with the understanding that bumping to harvesting operations will not be permitted for periods of less than five (5) working days. In transfers from one job classification to another, senior employees shall receive first consideration. In such cases, an employee shall receive the rate for the job to which he/she is transferred. In the case of a temporary change to a lower job classification, the employee shall retain the rate of his/her previous job classification. For determining the rate specified for Feller, Limber (treelength skidding) shall apply, or the rate of the job classification, whichever is higher.

(b) The Company, when filling vacancies, will do so from within the bargaining unit in accordance with Article IV. Notice of impending vacancies will be posted on the camp bulletin board for at least five (5) working days.

It is agreed, however, that temporary appointments may be made without posting for filling vacancies of less than two (2) calendar weeks duration.

Newly created jobs will be posted on the bulletin boards by the Company for a period of five (5) days prior to any appointment to such jobs, stating the normal job requirements. Employees shall not be considered for such jobs unless they apply in writing within this five (5) day period.

All jobs will be filled from among the qualified applicants on the basis of Section 4.01 of this Agreement.

Employees accepting the posted jobs shall be allowed two (2) to four (4) weeks in which to qualify (or further time as may be mutually agreed, if further training time is required). Failure of an employee to qualify shall entitle him/her to-return to his/her former job without loss of seniority or benefits. In any case the minimum training period shall be two (2) weeks.

Successful applicants will be required to fulfill the vacancy for which they have applied and if qualified will remain in that position for a minimum of three months if requested by the Company.

The Company shall post notices in camps showing the names of successful applicants for all posted vacancies and newly created jobs.

A job that becomes vacant because the incumbent has had to vacate it due to sickness or injury, vacation, bereavement leave, jury duty, and/or a leave of absence not exceeding sixty (60) working days shall be classified as a temporary vacancy and shall be filled according to the provisions of Section 4.03 and the job posting will note that it is of a temporary nature. The unit of application of seniority on temporary vacancies is the camp. In the event that a vacancy is not filled from the camp unit, it shall be filled on a Company-wide seniority basis.

The employee who had occupied the job upon his/her return to work shall once again occupy the job that he/she had filled prior to vacating for any of the reasons set forth above provided, however, that the job is still in effect and it is not filled by a senior employee who for reasons of notice of layoff from his/her former job has exercised his/her seniority on this particular job.

- In case of layoff which is to exceed two (2) working days, the Company will notify, in writing, the employees intended to be laid affective. 4.04 advance, with a copy of such said notice to the Union Grievance Committee. The Company agrees that all reasonable effort will be made to give employees as much advance notice of layoff as possible.
- 4.05 When the approximate time of recall is known at the time of layoff, employees leaving camp will be informed of such approximate date at that time. But in all cases, notice in writing will be sent to an employee at his/her given address at least fourteen (14) days before he/she is required to report for work. Employees will be required to acknowledge receipt of such notice and report for work on the date specified, unless other arrangements have been made in writing.
- 4.06 The Company agrees to submit to the Union Office by April 30 of each year an alphabetical list, in duplicate, of employees covered by this. Agreement, showing their hiring date following their last break in seniority and Company seniority as per

list in Section 4.02, as of March 31, of the same year. The list will show in addition each employee's occupation and address.

- 4.07 An employee who has established seniority in accordance with section 4.03 (b) of this article shall retain such seniority for twenty four(24) months during lay-off. An employee who quits of his own accord or is discharged and not reinstated or fails to report to work following recall as provided in section 4.05 of this article shall automatically lose all seniority. An employee who fails to return from leave of absence on the date specified shall lose his seniority, unless his return to work on time is prevented by circumstances beyond his control.
- 4.08 When jobs are discontinued due to the introduction of new methods and equipment or due to curtailment of operations, affected employees shall be offered alternate employment on remaining jobs, in accordance with Article 4.01, to meet the Company's labour requirements and if such employees require training to perform the alternate employment effectively, they shall be trained by the Company.

It is understood this does not apply to seasonal layoffs.

WAGE SCHEDULE

Union seeks discussion on reducing the number of wage classifications.

Re:

- 1. (a) Trade Apprentice Program
 - (b) Indentured Apprentices: The Company will make up the difference between the government allowance and the man's normal earnings (40 hours x hourly rate of job at which he was employed).
- 2. Job Descriptions
- 3. Tradesmen Tools

As per present Collective Agreement

Silviculture work - Union seeks discussion.

Refer to Working and Living Conditions - Article 2.03

It is understood and agreed that this does not in any way restrict the Company's right to continue the established practice of employing owner-operators together with their equipment when required or the right of an owner-operator to be so employed provided that all applicable provisions of the Agreement shall apply to such employees.

The Union recognizes the importance and complexity of maintaining an efficient and competitive woodlands operation and realizes that operating practices that deviate from this rule may need to be established on a temporary basis; therefore, the Union is prepared and willing to seriously discuss such practices as the need arises providing that priority in hiring is given to Company employees and/or operators of the surrounding communities.

PRESENTED BY

TEMBEC MANAGEMENT

TO

INTERNATIONAL WOODWORKERS OF AMERICA LOCAL 1-2995

VACATIONS WITH PAY

If a summer vacation shutdown is mutually acceptable, the Company and the Union agree that discussion on duration and timing of such vacation shutdown will commence at least 60 days prior to June 1st of that particular year.

"N. Rivard"	"Yves Ouellet"
Local 1-2995	Tembec Management
	11O C
"Martin Dinnissen"	"C. Carpenter"
Local 1-2995	Tembec Management

Dated at Kapuskasing, Ontario

BETWEEN

TEMBEC MANAGEMENT

AND

INTERNATIONAL WOODWORKERS OF AMERICA LOCAL 1-2995

SURPLUS VOLUMES

In the event that surplus volumes/areas are declared in the context of timber management planning, the Company is prepared to make representation to the Ministry of Natural Resources, in support of the retention of part of the declared surplus. The intent of this is to provide for the preservation and development of enterprises based in this community, engaged in harvesting wood for the open market.

"N. Rivard"

Local 1-2995

"Embec Management"

"Martin Dinnissen"

Local 1-2995

"C. Carpenter"

Tembec Management

Dated at Kapuskasing, Ontario

PRESENTED BY

INTERNATIONAL WOODWORKERS OF AMERICA LOCAL 1-2995

TO

TEMBEC MANAGEMENT

WOODLANDS COST COMMITTEE

The Company and Union will establish a Woodlands Cost Committee that will make recommendations to the Operating Manager and/or Board of Directors to:

- 1. Review and monitor the harvesting, delivery and processing of the operation,
- 2. Study general market prices in the area for sawlogs, chips, etc. in long and short term contracts.
- 3. Explore the feasibility of the sale or exchange of fibre, and other possible opportunities.
- 4. Changes to the Forest Management Agreement.

"N. Rivard"	"Yves Ouellet"
Local 1-2995	Tembec Management
"Martin Dinnissen"	"C. Carpenter"
Local 1-2995	Tembec Management

Dated at Kapuskasing, Ontario

AGREEMENT IN PRINCIPLE COVERING NON-MONETARY ITEMS

To recommend acceptance to membership in the context of a total package.

UNIONIZED JOINT BARGAINING COALITION	TEMBEC MANAGEMENT - NEGOTIATING COMMITTEE
"A. Foucault" Coalition Spokesperson	"Yves Ouellet"
"Marcel Valliere" CPU - Local 89	"C. Carpenter"
"Norm Leybourne" CPU - Local 25	"Barry Gouldsborough"
"Michael Micallef" IBEW - Local 1149	"G. J. Boucher"
"Wayne Nodwell" OPEIU - Local 166	"J. H. Hillier"
"N. Rivard" IWA - Local 1-2995	"D. R. Goss"
"Martin Dinnissen" IWA - Local 1-2995	"Gordon Price"

"Bruno J. Desilets"

Date: August 12, 1991

FINAL

DOCUMENT COVERING MONETARY ITEMS

BETWEEN

UNIONIZED JOINT BARGAINING COALITION

AND

TEMBEC MANAGEMENT

AUGUST 12, 1991

PERIOD

October 1st, 1991 to October 1st, 1994.

WAGE INCREASES

October 1, 1992 - 4.3% (red circling as required) - 3% (I.W.A. Local 2995)

October 1, 1993 - 5.5%

SHIFT PREMIUM (Local 166 & Local 2995 - See Appendix)

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- A shift premium of forty cents (\$0.40) per hour will be paid for all work performed during the scheduled evening shift, 3:30 p.m. to 11:30 p.m. For work performed during the night shift, 11:30 p.m. to 7:30 a.m., a shift premium of fifty-five cents (\$0.55) per hour will be paid.

Exception: When a tour or shift worker is paid an established premium for a call-in, no shift differential will be paid on the hours actually worked.

Overtime - In calculating overtime where a shift differential applies, the following formula will be used: rate plus shift differential (\$0.40 or \$0.55) x 1-1/2 = overtime rate.

Miscellaneous

- (a) Tour workers absent on vacations, holidays with pay or paid sick leave shall not be entitled to the night shift differential.
- (b) 1. A day worker, working his regular hours and who works overtime after the normal quitting time will not be paid the shift differential.
 - 2. A day worker assigned to tour or shift work will be paid the shift differential.
- (c) 1. A shift tradesman or other tour worker assigned to day work on a shutdown day will not be paid the shift differential if he works after the normal quitting time for day workers.
 - 2. A shift tradesman working his regular tour on a shutdown day will receive the shift differential if he works between the hours of 3:30 p.m. and 7:30 a.m.

(d) In case of a general rate adjustment, either upward or downward, the adjustment shall be made on the day rate.

OVERTIME (For Local 2995 - See Appendix)

a) Day Employees:

The work day for the purpose of calculating overtime for day employees shall be from 7:30 a.m. to 7:30 a.m.

i) Time and one-half will be paid to all day workers for time worked in excess of eight (8) hours on a scheduled work day and for all work on a scheduled day of rest or on a designated statutory holiday.

It is understood that day workers will have to stay after their regular hours of work if they have to complete a job already started; up to sixteen (16) consecutive hours of work.

- ii) Time and one-half will be paid to all unionized employees for hours in excess of their normal scheduled day of work and for all work on a scheduled day of rest or on a designated statutory holiday.
- iii) Double time will be paid to all unionized employees for hours worked in excess of their normal scheduled day of work, during the 24 hour period of any designated statutory holiday.

b) Overtime - Tour Employees:

The work day for a tour worker shall be twenty-four (24) hours beginning with the starting time of his regular shift. Tour workers shall be paid at the rate of time and one-half for all work performed beyond their normal hours of work and on designated mill holidays with the following exceptions:

- i) when such work is caused by change of shifts;
- ii) overtime work by special arrangement between a tour worker and his mate to exchange shifts with the approval of his Supervisor and when this can be done without additional cost or penalty;
- when required to replace an employee for tardiness up to two (2) hours. However, if a replacement is not provided in two (2) hours, then time and one-half will apply from the beginning of the overtime shift;

- iv) they will receive double time for hours worked in excess of their normal scheduled day of work, during the 24 hour period of any designated statutory holiday.
- c) Pyramiding:

There shall be no pyramiding of overtime.

CALL-INS (See Appendix Local 166 and Local 2995)

Call-Ins:

A day worker, when called in on his or her day off or outside his regular scheduled hours will be paid a minimum of four (4) hours at straight time or time and one-half for all hours worked whichever is the greater for each unrelated call-in. Should the call-in occur on a Sunday or during a designated statutory holiday, time and one-half will be paid for all hours worked with a minimum of six (6) hours pay at straight time for each unrelated call-in. An employee called in on Christmas day will be paid a minimum of six (6) hours or double time whichever is the greater.

The definition of "unrelated" to be defined through continuous negotiations.

- An employee called in under a) will have the option to "Bank" his half time; which will be taken off his time and one half for the hours worked. The maximum of hours that he may accumulate is limited to forty (40) hours per year. This forty-hour block may be used to schedule one additional week of vacation in the following year's schedule. In no case can an employee take off a block of hours below forty (40). If the employee does not succeed in accumulating forty (40) hours before December 3lst, he will be paid for his hours and start over on January lst.
- b) For the purpose of calculating call-in premium only, Sunday will be from 23:31 hours to 23:30 hours.
- c) A day worker called in, who works two (2) hours or more after midnight, shall receive time off (at straight time) within the same day, equal to the time worked between 11:30 p.m. and 7:30 a.m.,; provided he is scheduled to work at 7:30 a.m. The employee will have the option to report at the deferred starting time.

REPORTING TIME (See Local 2995 Appendix)

- An employee who reports for duty at the beginning of his normal day, shift, or tour, and finds that his work schedule has been changed and reasonable effort has not been



made to notify him, shall if possible, be given an opportunity to do other work for four (4) hours or more and the employee will be expected to accept such work. However, if four (4) hours' work or more is not available, two (2) hours at straight time shall be paid.

SUNDAY WORK

All unionized employees will receive time and one-half for all time worked on Sundays.

WIRE CLAUSE

Employees changing wires will be paid under the call-in clause.

VA-2995ONS(Local A p p e n d i x)

Vacation Eligibility - Employees who have completed one continuous year of service on January 1st, 1992 of any year shall be entitled to two weeks' vacation with pay.

Employees who have completed five (5) continuous years of service after January 1st, 1993 shall be entitled to three (3) weeks' vacation with pay.

Employees who have completed ten (10) continuous years of service after January 1st, 1994 shall be entitled to four (4) weeks' vacation with pay.

Employees will have the option to consolidate in advance their statutory holiday pay (excluding Christmas but including additional pay as per Statutory Holiday - a (iii)) to be credited to an additional week of vacation in each year. Employees must inform the employer of their election by December 10 of the previous year. It is understood that if the services of an employee are terminated after having used this entitlement this employee must reimburse the Company for any such unearned statutory holiday pay.

Employees who resign with proper notice and those released because of reduction in the work force will be entitled to the full vacation allowance to which they are entitled at the time of separation.

Pensioned or retired employees may take their vacation previous to retirement. If they prefer to take their vacation pay at the time of retirement, they may do so.

The final pay cheque for deceased employees will include all vacation allowances to which the employee was entitled on his last day at work.

To be eligible for a vacation, the employee must have been actively employed not less than a total of ninety (90) calendar days during the preceding calendar year.

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The Industrial Relations Department shall inform the superintendent of those eligible for vacation.

- Time Vacation May Be Taken
- (a) Vacation periods shall be arranged and approved by the employee's superintendent.
- (b) Each year an approved schedule shall be prepared and posted before March 1st. The schedule will be subject to change only in case of emergency and any such change shall be made only with the approval of the employee's superintendent.
- (c) Each week of vacation will be Sunday to Saturday inclusive. Employees who schedule a week which includes a sixth working day will not return to work on the sixth day.
- (d) Vacation allowance shall not be cumulative from year to year, except as provided for in Article dealing with unplanned absences.
- (e) Vacation must not be taken a day or two at a time.

Vacation Pay

- (a) Vacation pay will be based on 2% of gross earnings calculated on previous year's earnings for each week of vacation or 40 hours times an employee's model rate, whichever is greater.
- (b) If an employee so requests, he shall have the privilege of drawing his vacation pay just prior, to taking his vacation.
- (c) Employees will not work for the Company during vacation.
- (d) Normal payroll deductions will be made from vacation cheques.

Absences For Which Vacation Pay Will NOT Be Applied - Absence without permission and absence for disciplinary reasons will not constitute absence for which vacation pay will be paid.

(FOR MEMORANDUM ONLY) - 1991 EARNED VACATION CREDIT

The Company will recognize vacation credit earned in 1991 at the appropriate percentage, from the anniversary date of the employee up to and including December 31, 1991. From that amount, 4% of same earnings will be deducted to allow vacation pay for two weeks in 1992; the balance shall be reinvested in the Company by the employee and deducted from the amount of his initial pledge.

(FOR MEMORANDUM ONLY) - Vacation Pay Trust - The Company agrees to investigate through a joint committee the feasibility of creating a vacation pay trust for purposes of lay-offs.

CONTINUOUS SERVICE - Vacations (Local 1-2995 - See Appendix)

An employee with more than one year's continuous service who is laid off due to lack of work will be paid his accumulated vacation credit. If he is recalled within 24 months, he will start over accumulating credit for vacation pay and will be eligible for vacation in accordance with Article Vacation Eligibility.

RECOGNITION OF SERVICE

The existing employee service as recognized on October 1,1991 will be carried for the purpose of this Agreement.

For the employees under Local 2995, their total number of days divided by 255 will establish their number of years of service for vacation benefits.

FLOATING HOLIDAYS (Local 1-2995 - See Appendix)

- a) New employees will be entitled to one (1) floating holiday with pay for each two (2) months of work, or a total of six (6) a year for twelve (12) months of continuous work.
- b) A floating holiday will be granted to an employee who makes his request before the preparation of the weekly schedule unless a qualified replacement is not available. The Company will endeavour to ensure that under normal operating conditions qualified replacements will be available for purposes of replacing employees requesting floating holidays.
 - The fact of paying time and one half is not a reason to refuse a floater, as long as the quota is respected.
- c) Once a floating holiday has been granted it cannot be cancelled without the consent of the employee.
- d) An employee cannot accumulate more than six (6) floating holidays at any time. All floating holidays in excess of six (6) will be scheduled by the Company and must be taken by the employee.
- e) All employees with more than one year's service will be credited with six (6) floating holidays on January 1st of each year; such holidays must be taken by the



end of the calendar year. If the services of an employee are terminated after having used this entitlement this employee must reimburse the Company for any such unearned floating holiday pay.

STATUTORY HOLIDAYS (Local 1-2995 - See Appendix)

- Statutory holidays will be 24 hours of the following calendar days: a) Sind of 1000
 - New Year's Day
 - Good Friday
 - Canada Dav
 - Labour Day
 - Christmas Day

The provisions of statutory holidays are as follows:

- A 48-hour interruption of end production at Christmas. **i**)
- Employees required to work as outlined in i) above will do so on a voluntary ii) basis; except those required to maintain essential services.
- An additional eight (8) hours pay at a time mutually agreed to. iii)
- Any of the above days may be changed to a more suitable day, when such iv) changes are mutually agreeable to employees and Management. Agreement must be made at least 30 days in advance.
- v) Essential services will be maintained and it is understood maintenance will be scheduled on a voluntary basis on statutory holidays.
- Eligibility and Pay: b)
 - Statutory holiday will be paid to eligible employees as follows: **i**)
 - New Year's Day (8 hours)
 - Good Friday (8 hours)
 - Canada Day (8 hours)
 - (8 hours) - Labour Day
 - Christmas Day (16 hours)

At the normal rate of pay of the job the employee would have performed, had he worked on that day. Eligible salaried employees will be entitled to one day's pay, for each of the named statutory holidays.

- ii) To be eligible, an employee must have been engaged as an employee not less than thirty (30) days immediately preceding the statutory holiday.
- iii) An employee, unless absent due to illness or accident, must have been at work sometime within the one hundred and twenty (120) day period immediately preceding the statutory holiday.
- iv) Any employee absent due to non-industrial sickness or accident must have been at work sometime within the six (6) months period immediately preceding the holiday.
- v) Any employee, if absent due to an industrial accident must have been at work sometime within the twelve (12) month period immediately preceding the statutory holiday.
- vi) Any employee, unless absent as per iii, iv or v must have been present full time on the scheduled work day immediately preceding and full time on the scheduled work day immediately following such holiday.
- vii) Any employee, who has been laid off, but not permanently separated from the payroll, will be entitled to receive pay for the statutory holiday following his lay-off, provided he has worked sometime during the thirty (30) days immediately preceding the statutory holiday.
- viii) On one week's notice, an employee who is on regular vacation or scheduled rest day at the time of a mill statutory holiday, is entitled to defer his statutory holiday or to receive his statutory holiday pay. The deferred holiday will have to be taken according to the conditions described in b)ix).
- ix) In the event of a mill shutdown, on any of the five (5) statutory holidays, an employee who works will be entitled to one day off with pay for eight (8) hours, at a time mutually convenient to employee and management, within a twelve (12) month period.
- x) Employees required to work will be paid double time for time worked during the twenty-four (24) hour period of the Christmas Statutory holiday from 00:01 hour December 25th to 23:59 hours December 25th. Time and one half will be paid on Boxing Day from 00:01 hour December 26th to 23:59 hours December 26th.
- xi) When the mill, will operate on Labour Day, employees of that mill, who work will be paid as follows:

- a) The employee will receive his statutory holiday pay as per indicated in the Labour Agreement.
- b) The employee will be paid double time for hours worked on that day between 00:01 and 23:59.
- c) An employee who works a full shift * during the hours indicated in b) above may defer his statutory holiday pay and take a compensatory day off within a twelve (l2) month period; at a time mutually convenient to employee and management.
 - * For the purpose of this Article, an evening or night where at least 7 hours fall on the holiday is considered as being a full shift.
- d) For tradesmen, the regular weekly work schedule will be maintained and those who would have normally worked may volunteer. Moreover, essential services will be maintained. Tradesmen who work will receive the same benefits as indicated in a), b), c) above.
- e) Employees will be scheduled according to the normal work schedule and the employee must inform the company fifteen (15) days before Labour Day if he does not intend to work. In such cases, a volunteer will be scheduled on the basis of seniority (by asking the most seniors qualified for the position). If no employee volunteers, the most junior qualified will be scheduled.
- f) The Company will give a thirty (30) day notice of its intention to operate the mill at Labour Day.

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LIFE INSURANCE

- a) The Company will provide at no cost to the employee group life insurance coverage to be two times annual earnings at the classified rate adjusted to the nearest thousand dollars for all active employees.
- b) When an employee who is eligible to pre-retirement or has reached age 60 or more with five (5) years of continuous service retires, he will be entitled to a <u>paid-up life</u> insurance policy of \$5,000.00 paid by the company at the time of retirement.

(FOR MEMORANDUM OF AGREEMENT ONLY) - LIFE INSURANCE (Retirees) -

The Company will investigate through a joint committee the feasibility of providing! additional life insurance (to the \$5,000) at retiree's cost.

SICKNESS AND ACCIDENT INSURANCE
The com-The company will provide for active employees at a rate of \$80.00 per day from the first day of non-occupational accident and the third day of sickness, or the first day of hospital treatment as an in-patient or out-patient for a period of up to 10 days. However, if an employee is off sick for a period of at least two full calendar weeks, payment will be provided from the first day of sickness. Payment will not be made for days normally scheduled off. This benefit is applicable in any one six (6) month period for unrelated illness or accident.

Employees eligible for U.I.C. benefits will not be eligible for the above.

- The Company will provide advancements to an employee for Unemployment **a**) Insurance sick benefits or benefits he is entitled to due to industrial accident.
- It is the responsibility of the employee to have the necessary forms completed and b) to furnish proof of eligibility.
- When there has been a delay in receiving the benefits to which an employee is c) entitled to, resulting in his not receiving any pay on his regular pay, he will be advanced an amount not' to exceed his normal pay on his normal pay day.
- An employee eligible for an advancement must sign a letter of commitment to d) reimburse the Company when benefits are received or to have the amount owing deducted from his pay.
- Pension Credits While receiving benefits under this plan, the employee will e) continue to accrue full pension credits as though still working at no cost to the employee based on earnings equal to the rate (model rate) of pay for the job on which he was employed immediately prior to the disability.

LONG TERM DISABILITY INSURANCE

The Company will deduct each pay day from each employee the hourly sum determined by the Local Union. This payroll deduction shall be remitted to the Local Union on behalf of each employee; for the purpose of financing a long term disability plan.

Pension Credits - While receiving benefits under this plan, the employee will continue to accrue full pension credits as though still working at no cost to the employee based on earnings equal to the rate (model rate) of pay for the job on which he was employed immediately prior to the disability.



BENEFIT ELIGIBILITY

Employees will qualify for benefits upon completing ninety (90) days of service with the Company.

Employees with recall rights shall forego the waiting period for benefits on reemployment.

Benefits for all employees will terminate on date of lay-off except Dental and Major Medical will terminate at the end of the month of lay-off.

Eligible Dependents - For the purposes of the group insurance plans we mean by dependents:

Your spouse, that is: a)

> your husband or wife, or the person of opposite sex who resided permanently at least all of the 12 months immediately preceding the event which gave rise to the claim, and was publicly represented as your spouse during such a period.

b) Your dependent children, that is:

> your unmarried children, or your spouse's children under 22 years of age depending on you for support, or under 25 years of age if they attend a recognized educational institution on a full time basis or are totally disabled, having become disabled when they will be considered as dependent children under the Plans and having remained 12 39 so every since.

RETIREMENT PLAN

- The Company will contribute annually a maximum of 4% of covered payroll towards a) a pension plan.
- Employees 60 years of age or more may accumulate their non-scheduled and b) statutory holidays up to a maximum of forty-five days in order to advance their retirement date.

Eligible employees must sign the proper form to defer payments.

At date of retirement, an employee will be entitled to the floating statutory holiday c) pay; if it has not been received.

d) It is understood that the unused portion of the Company's maximum contribution of 4% of covered payroll will be available for credit to years in which funding obligations surpass this amount for the pension plan in place on October 1, 1991.

GLASSES

It will be mandatory for employees who require prescription glasses to wear safety. glasses that will be provided by the Company at no cost to the employee. These glasses whether broken or lost by the employee, in the course of his work, will be replaced by the Company.

The Company will pay for a family plan for glasses with a maximum of \$75.00 every two years per family member.

DENTAL PLAN

The Company will pay for a family dental plan for all eligible employees:

A 50% coverage for orthodontic care with a maximum of \$1,000 lifetime per insured person.

Benefits will be based on 1989 Schedule of Fees.

SAFETY SHOES (Local 1-2995 - See Appendix)

The Company will provide all employees, each year, with a \$50.00 voucher for the purchase of safety shoes at a merchant of their choice.

MAJOR MEDICAL

Major medical premiums will be fully paid by the Company.

The deductible will be \$25.00 per year for all employees.

The Company is prepared to maintain the major medical up to age 65 for employees who will retire at their eligibility date. The monthly premium will be paid by the retired employee.

(FOR MEMORANDUM OF AGREEMENT ONLY) - In the event an employee experiences large expenditures either on a one-event basis or on a regular and ongoing basis, the matter will be referred to continuous negotiations with a view of relieving situations of severe hardship.

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SEVERANCE PAY

All persons who have one year or more of continuous service will be eligible for severance pay when laid off by Company action because there is no work available to which their seniority entitles them.

- A laid off employee entitled to severance pay will be eligible to receive one (1) week. (40 hours x model rate) pay for each year of service to a maximum of twenty-six (26) weeks. Severance pay due may be paid after the employee has been laid off for three (3) months or more.

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If the employer offers work covered under this agreement before the time when the severance payment is due, no such payment will be made. If an employee is offered such work and it is refused, all severance pay rights are automatically cancelled.

- If an employee is re-employed after having received the severance pay due him, he will begin again, as of the day of return, accumulating a new period of time which will be credited toward any future lay-off.

It is understood that an employee who chooses to receive his severance allowance shall be terminated from his employment waiving his recall rights pursuant to this Agreement.

(FOR MEMORANDUM: ONLY) - An amount of \$1 million will be made available to a Joint Union/Management Committee for the purpose of distributing retirement incentives and/or improved severance benefits for the people affected by the major reduction, This amount will be reviewed with the new company prior to the ratification of this contract.

JURY DUTY

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Employees will be reimbursed for the difference between Jury Duty, Jury Inquest Duty, Jury Roll Call, Subpoenaed Witness pay and regular straight time rate for scheduled hours lost, The regular straight time rate means eight (8) hours at the regular straight time rate of the job at which the employee would have worked had he not been on Jury Duty.

BEREAVEMENT LEAVE

(24)

- When death occurs to a member of an employee's immediate family, that is the employee's wife or husband, sons or daughters, including step-children or adopted children, the employee will be granted leave to attend the funeral for a maximum of five (5) consecutive days, one day of which shall be the day of the funeral.

In the case of death occurring to the employee's father, mother, grandparents, grandchildren, brothers, sisters, mother-in-law, father-in-law, step-mother or step-father, the employee will be granted leave to attend the funeral for a maximum of three (3) consecutive days, one day of which shall be the day of the funeral.

Pay will 'be granted for the: regular scheduled days of work during the three or five day leave period for eight (8) hours per day at the employee's regular straight time rate. The regular straight time rate means the straight time rate of the job at which the employee would have worked had he not been on funeral leave.

When distance prevents the employee from attending the funeral, one day of compassionate leave will be allowed within the five (5) day period beginning with the date of death.

SUPERVISORY REPLACEMENT

When an employee replaces a person employed in a supervisory position and assumes the duties and responsibilities of the supervisor, he will receive 8% more than the highest paid employee under his supervision.

WAGE SCALES & CLASSIFICATIONS

All jobs covered under the classifications and lines of progression are subject to change on re-organization.

COMPANY SPONSORED TOOL INSURANCE - i.e. Theft & Fire

The Company agrees to pay insurance covering the loss through theft or fire of tradesman or trainee's tools in accordance with Company Policy SFERP-23.

MEAL PERIODS (Excluding IWA Local 1-2295)

When the necessity arises for overtime to be worked, hot meals or grill service will be provided at Company expense.

For tour workers, an uninterrupted meal period of twenty (20) minutes will be provided at such intervals as will result in no employee working longer than five consecutive hours without an eating period.

HOURS OF **WORK -** TOUR WORKERS

Regular hours of work will be 40 hours per week.

Each Local will have the option for 8-hour shifts or 12-hour shifts (see attachment for each Local's appendix).

The schedule will be determined within each department.

(MEMORANDUM OF AGREEMENT) - JCP - Resolved with the movement of North Boiler House Fireman from Grade 5(2) to Grade 6(2) as a maximum, with the movement of TMP Operator from Grade 6(2) to Grade 7(2) as a maximum and with the movement of Head River Hand to Grade 6(2) as a maximum.

(MEMORANDUM OF AGREEMENT) - TRAINERS -

The Unions propose that the situation remains as it is (including individuals and rates) unless changes are made through continuous negotiations.

(MEMORANDUM **OF** AGREEMENT) - EQUITY -

An evaluation of the financial concessions made as a result of this Agreement will be done on, a dollar per hour basis and this information will be communicated to the Board of Directors of the Company.

(MEMORANDUM OF AGREEMENT) - PROFIT SHARING -

A profit sharing system will be in place, effective October 1st, 1991. The new Board of Directors will define the parameters of such plan.

(MEMORANDUM OF AGREEMENT) -L.T.D. & W.I. BENEFITS FOR EMPLOYEES CURRENTLY ON PLAN

Employees who are presently on L.T.D. and W.I. benefits will remain under the existing\\ plans. All employees presently on weekly indemnities who will qualify for L.T.D. after \(\textstyle{\chi} \) October 1st, 1991 will be covered under the new plan.

(MEMORANDUM OF AGREEMENT) - GRIEVANCES PENDING

The Company requests the Local Unions to submit a list of pending grievances that will be reviewed by both parties in an effort to resolve them before proceeding to any further level.

LOCAL 89

APPENDIX



TWELVE-HOUR SHIFTS

This agreement which is supplementary to the collective agreement between the parties, covers the special conditions, applicable to employees working on a 12-hour shift work schedule. These are: to ensure that the implementation process of such a work schedule will not result in a loss to the employee.

The various provisions of the collective agreement will continue to operate, except as specifically modified by this supplementary agreement. It is understood problems that may subsequently be: identified that are not addressed by this Memorandum of Agreement, the parties will meet to resolve such problems in the spirit of this Memorandum.

It is agreed that no premium time will be paid as a. result of a change from an 8-hour to a 12-hour shift work schedule or, conversely, as a result of a change from a 12-hour to an 8-hour shift work schedule.

It is understood, and agreed that either party may terminate this, agreement by providing 30 days' written notice to the other party.

Article- Hours of Employment for Tour Workers

The schedule of hours for tour workers on 12-hour shifts shall be from 7:30 a.m. to 7:30 p.m. (days) and, 7:30 p.m. to 7:30 a.m. (nights), or as mutually agreed upon between the Company and the Union.

Article - Overtime Rules from Tourr Workers

The same rules will apply, however will be based on a twelve (12) hour shift work schedule.

Arsdieft Differentials.

In. Article , the shift differentials will be as follows:

7:30 a.m. - 7:30 p.m. - .0/hour

7:30 p.m. - 7:30 a.m. - \$0.63 of the base rate/hour

TWELVE-HOUR SHIFTS - LOCAL 89 (Continued)

Article- Statutory Holidays

In Article , employees will be paid according to the current collective agreement (eight (8) hours' pay per statutory holiday).

Article Floating! Holidays

Employees will be entitled to one floating holiday with pay for each three (3) months of payroll employment.

A maximum of 48 hours will be paid to each employee for floaters in a calendar year. Employees on 12-hour shifts will have the option of taking four (4) (12-hour) floaters or a total of five (5) floaters divided as follows (three 8-hour floaters and two 12-hour floaters).

AlVacations W i t h P a y

Vacations will be granted in blocks rather than calendar weeks, with a maximum of forty (40) hours or 2% paid for each eligible week of vacation. (Each block of 4 consecutive scheduled work days in the regular schedule will equal 1 week of vacation.)

Article - Bereavement Leave

When death occurs to a member of an employee's immediate family, the employee will be granted the appropriate leave of absence for one (1) day with a maximum of eight (8) hours pay; three (3) working days with a maximum of 24 hours pay or four (4) working days with a maximum of 40 hours pay. These 3 or 4 days off must be taken within eight (8) calendar days including the day of the funeral.

Article - Jury Duty

In Article, twelve (12) hours per day will be paid, to a maximum of forty (40) hours per week.

Article - Meals

In Article , a meal will be provided when an employee works more than two (2) hours overtime after a twelve.-our shift.

TWELVE-HOUR SHIFTS - LOCAL 89 (Continued)

Typical 12-Hour Schedule

4 crews
40 work hours per week average
employee works 2 - 12-hour days followed by 2 - 12-hour nights with 4 days off
employee has a block of 4 additional days off every 6 months to obtain 40 hours
worked per week average.

Sickness and Accident Insurance

The daily indemnity is \$120.00 per work day missed up to a maximum of \$800.00.

General

Relief for employees who must absent themselves for any reason will be covered by the terms of the agreement.

When scheduling 12-hour shifts, the maximum number of night shifts to be worked in sequence would be three and the maximum number of day shifts to 'be worked in a sequence would be four,

The 12-hour shift schedule shall provide for at least 24 hours off between each sequence of shifts (as long as sequence means a block).

Transfers to and from day workers. Normal work week shall be 40 hours per week. All work outside of normal average work week shall be considered overtime. (This clause will not apply to Spare List.)

LOCAL 89 APPENDIX - MASTER SCHEDULE - 12 HOUR SHIFTS

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LOCAL 89

APPENDIX

STATIONARY 'ENGINEER PREMIUM

- There will be a <u>premium of 10 cents per hour paid to each Steam Department</u> employee for each Stationary Engineer's certificate held by him. In addition, a premium of 10 cents per hour will be paid to each Steam Department employee for one certificate held above that. required by the Company for the job being done.

LOCAL 89

APPENDIX

SPREAD RATE OCCUPATIONS

- Purpose The purpose is to regulate and systematize the rate advancement of employees on occupations having a differential in rate.
- **Authorization** Employees whose rate is below the maximum of their occupation may be increased to the top of the range on a time and merit basis as outlined in this instruction. Such increases as are warranted by work performance and time spent on the job can be authorized by the superintendent of the department. concerned.
- Suspension Time spent in suspension shall not be allowed when considering an employee for a periodic wage increase.
- Records The Industrial Relations Department shall be responsible for maintaining a tickler system as well as notifying superintendents when individuals are eligible for time and merit increases.
- Tradesmen's **Helpers**
- (a) New helpers will serve a three-month probationary period.
- **(b)** Helpers in trades not covered by the trades training program will advance as follows:

	Oct. 1 1991	Oct. 1 1992	Oct. 1 1993
(1) After six months' service	\$0.11	\$0.25	Subject to reorganization.
(2) After twelve months service(3) After eighteen	\$0.11	\$0.25	
months' service	Max.	Max.	

(c) All new apprentices in the trades covered by the trades training program will have a starting rate, of 86% of the minimum tradesman's rate and will progress on a time and merit basis as outlined by the rate advancement scales for their trade contained in our present trades training agreement.

LOCAL **89**SPREAD **.RATE** OCCUPATIONS (Continued)

(d) Temporary periods when a helper or apprentice is upgraded to a tradesman shall be accumulated as part of his service on this occupation.

Tradesmen

- (a) Tradesmen will commence at the starting rate of the job.
- **(b)** Progression to maximum in 24 months' time may be made according to the following table:

	Mos.	<u>12 Mos.</u>	18 Mos.	<u>24 Mos.</u>
Tradesmen				
Effective Oct. 1/91 Oct. 1/92 Oct. 1/93	\$0.26 \$0.27 Subject to r	\$0.26 \$0.28 eorganization	\$0.26 \$0.27	(Max.) (Max.)

(c) General - The ability and general qualifications of any individual are to be the main factors for all promotions. This will be discussed with the Union prior to each individual's advancement but the final decision as to his ability and qualifications will be made by the supervisor.

MECHANICAL TRADES TRAINING AGREEMENT

PURPOSE

2513

To install one program that will graduate Tradesmen equipped with necessary tools, who have attained a level of proficiency in manual and technical skills satisfactory to Management. Total cost of program with the exception of tools to be borne by the Company.

ADVISORY COMMITTEE

This committee will consist of four Local 89 Union members and three Management members plus the Trades Training Coordinator. Its function is to administer the Trades Training Program. One of the three members of the Management group will be the Chairman. The Training Coordinator will act as recorder at official committee meetings and advise the committee on such matters as trainee activity and program policy.

It will be a Management responsibility to take necessary action when a trainee is subject to removal from the Training Program.

SELECTION OF TRAINEES

Management will determine, according to its assessment of need, the number of Trades Trainees in each trade, that will start the program. In any event, Trade Trainees in each trade will start the Program after one year of continuous service or 24 months of accumulated service in that trade.

Applications will be recruited from mill employees and from outside the mill, if none in the mill qualify.

To be eligible for consideration, an applicant must have successfully passed the Bennett Mechanical Comprehension Test, and the California Mental Maturity Test. Management, after consultation with the Advisory Committee, will select suitable Trade Trainees from the successful candidates.

SENIORITY

New Employees

established Trade Trainee, Helper and Labourer seniority on the date he starts the Program.

A Labourer transferred into the Program

established Trade Trainee and Helper seniority on the date he starts the Program, and maintains his present Labourer seniority.

A Helper transferred into the Program

established Trade Trainee seniority on the date he starts the Program, and maintains his present Helper and Labourer seniority. Any trainee bumped out of the department by a cutback will be recalled to his trade group on the basis of his seniority in that trade group.

Upon successful completion of the training program, all categories listed will establish Trade Seniority retroactive to the day he started in the Program (unless seniority as a Tradersman in the specified trade was established prior to enrollment in the training in which case the earlier date will prevail).

TRADES COVERED

This Training Program will cover training in the following trades:

Instrument Mechanic	(4-year program)
Machinist	(4-year program)
Millwright	(4-year program)
Pipefitter	(4-year program)
Tinsmith	(4-year program)
Welder	(3-year program)

If, in the opinion of Management, it becomes necessary, consideration will be given to providing training for other trade groups.

DURATION

The normal length of training will be four years with the exception of the welding program which will be three, years, however, credits for previous experience may be allowed by the Advisory Committee up to ;a maximum of 50% of the course duration (i.e. a maximum of two years on ;a four-year course: or 'eighteen months on a three-year course). A trainee may attend a meeting of the Advisory Committee to solicit this credit.

In the event of sickness or accident, the Advisory Committee will consider extending the duration of an individual's training program.

INDOCTRINATION

As soon as possible after enrollment, the Advisory Committee along with a representative from the Ministry of Skills Development will hold an indoctrination meeting with new trainees. This indoc-trination will include an outline of the training program as well as the specific responsibilities of the trainees in regards to both the Company and the Ministry.

TRAINING OUTLINE

The Training Coordinator will establish tool lists and curriculum for learning technical and manual skills that will be approved by the Advisory Committee.

These will be as follows:

- (;a) Technical skills will be attained by a combination of correspondence courses and/or night classes to provide for organized instruction and study. The latter classes will be conducted from mid-September to mid-June. Attendance and/or participation will be obligatory and satisfactory attendance and progress must be maintained for the Trainee to remain in the training program. Trainees will complete assignments and study in their own time.
- (b) Manual skills will be attained by on-the-job experience. To attain this, the 'Trainees will work as Trades Trainees with experienced tradesmen. It is expected that trainees will develop an atmosphere with tradesmen that will ultimately let them do the job under the guidance of the tradesmen. At all times during the training, the trainee is expected to use tools at every opportunity.

In order to make maximum use of time spent in learning manual skills, Management will endeavour to place trainees on jobs that will broaden their knowledge, and with tradesmen who are superior in their trades. Part of their time spent will be spent rotating through other trades to gain a broad trade knowledge.

All rotation of other trades will be completed before the last **six** months of an individual's training program. During the last six months, the trainee will be periodically assigned jobs in his own trade, commensurate with his ability and

- training under the close supervision of the Crew Leader or Foreman, who will thereby be preparing for the time when he receives assignments and is on his own.
- (c) Tools are essential for a tradesman. At the 24, 30, 36, and 42 month completion points of the training program, the trainee will be required to submit proof satisfactory to Management, that he owns and has in his possession a predetermined list of tools. Before graduation from the training program, the complete list of tools will be checked against the tools owned.

RATES OF PAY

1. The rate of pay advancement scale will be calculated to the nearest cent as follows, as a percentage of the minimum tradesman's rates.

	4-Year Program	3-Year Program
Start	86%	86%
After 6 months	88% *	88% *
After 12 months	90%	90%
After 18 months	92%	92%
After 24 months	94%	96%
After 30 months	96%	100%
After 36 months	98%	
After 42 months	100%	•
At Graduation	102%	102%

^{*} Or maximum helper rate if not on course.

2. A Helper moving into the training program, (into his own trade or a related trade) will have his Helper rate frozen until his progress through the trainee pay scale allows him to advance in pay.

Helpers moving into non-related trades or those not employed as Helpers will start at the rate established by the trades training program scale.

NOTE: There are two related trades; millwrights and pipefitters.

3. Before starting the Trades Trainee Program, the Company may, on an individual basis, adjust the rate of pay. The Advisory Committee may allow credit for onthe-job experience and for technical knowledge already completed satisfactorily.

4. Night School

- (a) Time spent in night classes will be paid for at straight time, based on the trainee's current hourly rate upon successful completion of unit examinations. Time spent on homework assignments will not receive compensation.
- (b) Trainees who have been cut back but return to their trade during the non-school months from mid-June to mid-September, may apply to the Training Coordinator for approval to attend night school classes for a consecutive period of time, equal to the non-school weeks worked in their respective trade. During the approved period of time, satisfactory progress as defined in this Agreement must be maintained. This may be cancelled by a trainee, if in good standing, upon written notice to the Trades Training Coordinator, without penalty.

Example: One 3-hour night school session for every week worked in the trainee's trade during the non-school months.

5. Helpers who successfully complete the Program and for whom there is no immediate promotion, will receive a trained helper's rate which will be half way between the top helper's rate and the minimum tradesman's rate.

OVERTIME

Scheduled overtime for trainees is to be discouraged on nights when attendance at classes is required.

UNSATISFACTORY PROGRESS

Unsatisfactory progress in the Training Program shall be defined as:

- (a) Being five or more lessons in arrears at the month end when progress is calculated.
- (b) Being more than one month late in turning in a tool list. (It is the responsibility of each trainee to have his tools checked by his foreman.)
- (c) Failing an examination.
- (d) Failure to attend night classes as specified in "Penalty for Unsatisfactory Progress".

PENALTY FOR UNSATISFACTORY PROGRESS

Following a review by an Advisory Subcommittee consisting of a union representative, the chairman of the Advisory Committee and the Training Coordinator, any trainee who gets in unsatisfactory standing as defined above will be given a final warning. From that time until the completion of his course, he must attend the Monday night study classes at the high school for a minimum of five hours per month during the designated school year.

If before graduation the trainee should again be making unsatisfactory progress, he will then be subject to removal from the training program and the trade and will be transferred to the labour group where he will exercise labour seniority.

PROGRESS MEASUREMENT

(a) <u>Technical</u>:

The Training Coordinator will determine an average percentage grade twice each year, based on assignments completed during the previous quarter.

This will be classified as satisfactory (over 60%), doubtful (50% to 60%) or failure (less than 50%). Two consecutive doubtful grades will be considered a failure.

In the event of a failure, the Advisory Committee will determine the action to be taken which may include retesting the failed work after a suitable study period.

A Trainee will be allowed only one failure during any twelve-month period.

- (b) <u>Manual</u> skills will normally be judged by the foreman for whom the Trainee works. A twice-yearly report will be: written by the Training Coordinator assessing the manual skill of each Trainee during the preceding period.
- (c) Tools

After a comparsion, by the Trainee's foreman, of tool lists with tools on hand, a clear-cut mark of conformance is possible. No exceptions will be made.

(d) A composite report on each Trainee will be written twice-yearly by the Training Coordinator combining (a), (b), and (c) above.

If a grade other than satisfactory is obtained, immediate action will be taken by the Advisory Committee to establish the reason and take steps to correct the situation. A failure necessitates review by the Advisory Committee who may decide to have the Trainee repeat some phase of the training. A Trainee will be allowed only one failure in any 12-month period.

RECOGNITION

Trainees successfully completing the Training Program will receive a Spruce Falls Trades Training Graduation Certificate for the designated trade. This certificate will 'be presented at a graduation banquet.

Graduation banquets will be held annually provided there are ten or more trainees graduating. If there are less than ten graduates in a particular year, the banquet will be deferred accordingly.

In an attempt to recognize individual effort and merit during the Training Program, an award will be established to be given to the top trainee in each group of graduates. Selection of the award winner will be made by a joint committee of Union and Management representatives.

REVISED: January 22, 1991

SPRUCE FALLS STEAM DEPARTMENT TRAINING PROGRAM

AGREEMENT

1. PURPOSE

To install a program that will graduate Third Class Stationary Engineers and encourage them to continue studying to become Second Class Stationary Engineers.

2. SELECTION OF PARTICIPATING TRAINEES

All persons employed in the Steam Department on the date of acceptance of this agreement by union and management, will be given the opportunity to enter the training program as outlined hereafter.

All persons hired into or transferred into the Steam Department after the above date will be required to enter the Training Program as a condition of employment. After a three month steam plant familiarization period, or after the probation period, should he elect not to take this Training Program, then he will be removed from the Steam Department.

It will be management's right to select and/or screen these employees with the aid of written tests before they enter the Steam Department.

The exception to the above is those hired on a temporary basis for a period of less than six months. Should any temporary employee be retained in the Steam Department beyond six months, he must then qualify himself by satisfying Steam Department entrance requirements and enter this Training Program. If he fails to meet the normal entrance requirements, he will then be removed from the Steam Department.

FAILURE TO COMPLETE PROGRAM OR UNSATISFACTORY PROGRESS

Failure to complete the program, or to make unsatisfactory progress by any Trainee would result in the Trainee being removed from the Training Program. In addition, he will be removed from the Steam Department.

"Failure to Complete the Program" is defined as not attaining. the Ontario Government's Fourth and Third Class Stationary Engineering Certificates within the times designated in the Profile, and/or not passing the Southern Alberta Institute of Technology (SALT.) mathematics course within the designated times as stated in the Program.

The number of lessons may change as the Training Profile modifies its course. Should a Trainee be more than three lessons behind at the end of any month, then he will be subject to receiving a warning for unsatisfactory progress. Should the Trainee again make "unsatisfactory progress" he would be subject to removal from the 'Training Program. There will be only one "warning" per Trainee for the entire Training Program which includes Fourth and Third Class tickets.

All of the rules in this Training Program, for those studying for Fourth and Third Class Stationary Engineering papers, will apply to anyone studying for his Second Class Stationary Engineering papers with the exception that he will not be removed from the: Steam Department should he be removed from the Training Program for "failure to complete the program" or "for unsatisfactory progress".

4. TRAINING COSTS

- (a) Management will pay S.A.I.T. fees, Ontario Government examination fees once and provide supplementary text books from a lending library.
- (b) A classroom (normally in the local high school) will be provided for study purposes, housing the lending library and supplying coaching. This will be for a three-hour period, once per week, from mid-September to mid-June except for periods when the school is closed.
- (c) (i) Each Trainee attending the coaching class (Item b) will be paid for classes attended at his straight time hourly model rate, upon successful completion of each section of the Mathematics section of the S.A.I.T. course, and (completion of Training Profile units for Fourth and Third Class Stationary Engineers. In order for a student to receive payment for completion of any program, he must complete his lessons and show proof, by means of a provincial government computer print-out, that he has successfully completed all of his exams.
 - (ii) The maximum time span for payment at study classes will not, exceed that span of time designated in the Training Profile.

- (d) If a Trainee has been granted additional time to pass the Ontario Government modular examinations as stated in the Advisory Committee Section 6 (b) (v), then Section 4 (c) (i) and (ii) above will be forfeited.
- (e) The Trainee must give the Company one week notice prior to writing an exam. The Company will try to make necessary arrangements for schedule changes to allow the Trainee to write the exam in Kapuskasing.
- (f) That all extra instructors showing up at night classes be paid one hour regardless of the number of Trainees attending.

5. TRAINING OUTLINE

(a) The Training Profile for Stationary Engineers will be used for this Training Program. The S.A.I.T. course will be used as a reference text. The mathematics section of the S.A.I.T. course will be used as part of the program, ONLY when the Advisory Committee and Superintendent feel that a trainee IS IN NEED of the three month extension.

Each module is broken down as to allow the Trainee a total of 14 months to complete all six modules of the Fourth Class program, and a total of 18 months to complete the Third Class program. These units will be shown to the Head Instructor and to the Training Coordinator, and then in turn be recorded on the Trainee's record.

The 14 months for the Fourth Class program and 18 months for the Third Class program will be given to write the Ontario Government examinations.

In the event that a trainee should accellerate his studies and complete the Fourth Class program prior to the 14 months required, the balance of time left from the Fourth Class program will be added to the 18 months allowed for the Third Class program. In the: event that employees continue studies for their Second Class, they will be eligible to use any unused Third Class study time for this purpose.

This extra time will not change the requirement of 36 lessons per month, and the Ontario Government examination will still have to be written every 3 months as required in the Third Class program..

The trainee will be paid for night class attendance hours for his Fourth Class program up to his completion date, provided the exams were successfully completed. However, the money (\$0.10/hour) given per ticket will be effective upon successful completion of the Fourth Class and the ticket is posted in the Steam Department.

The trainee on the Third Class program may request night class payment once he has completed the Third Class program, according to the program completion date.

- (b) The basic material for this Training Program will be the Training Profile which covers all of the material required to pass the Ontario Government examinations. The onus will be on the Trainee to acquire sufficient extra knowledge to pass the Stationary Engineering modules of the Ontario Government within the prescribed times as outlined in this agreement. Management will provide the S.A.I.T. course, make available supplementary text books and information, supply a coach for assisting Trainees with specific problems, and make available a classroom for study as described previously.
- (c) The times in the Training Profile are calendar months and this may mean that the time allotted for the math S.A.I.T. course section and Training Profile, may end in or extend through any month of the year. It is expected that the Trainee will so arrange his own study time to maintain satisfactory progress as defined above. By working diligently, at other times, he will be able to avoid studying during July or August.
- (d) The Trainee must begin the Fourth and Third Class programs starting with mathematics.

6. ADVISORY COMMITTEE

- (a) An Advisory Committee will be set up which will consist of a Chairman, a Training Coordinator, a Union representative, and two appointed steam training instructors.
- (b) The duties of the Advisory Committee shall be:
 - (i) To meet as required on the 'first Wednesday after the first Monday of the month, at 3:00 p.m., to review progress of the Trainees, (normally once per month except during July and August).

- (ii) To determine at what level Trainees will enter the Training Program.
- (iii) To recommend to management whether or not a Trainee should get a warning for unsatisfactory progress before being removed from the Training Program as discussed in Section 3. above.
- (iv) To recommend changes in course content or supplementary information.
- (v) To serve as an advisory body on all matters pertaining to the Training Program.
- (c) A Trades Training Banquet will be given after the successful completion of the Second Class program regardless if the Trainee is on or off the program, and contingent upon having a total of 10 Trainees graduating from within any of the other Spruce Falls' Training Courses.

Attachment"A"

Revised: January 22, 1991

(Minutes 91-14-)

Total Estimated Instructional Hours 'For The Stationary Engineer's Program

These are provided as a guide to instructors by the Ministry of Skills Development:

(a) Fourth: Total of 224 hours

At 3 hours per week, approximately:

14 Months

(including, summer recess)

(b) Third: Total of 237 hours

At 3 hours per week, approximately:

18 Months

(including summer recess)

(c) Second: Total of 268 hours

At 3 hours per week, approximately:

24 Months

(d) First: Total of 285 hours

Approximately:

24 Months

NOTE: Times noted above are consecutive calendar months.

Attachment "B"

STEAM DEPARTMENT TRAINING PROGRAM AND PROTECTION

TRAINING PROGRAM

The Training Program, Fourth Class, Third Class, Second Class, and First Class are all different levels of the Training Program. This means that an employee enrolled on the Fourth Class Training Program remains on it until he has successfully passed all the exams required by the Department of Labour in the specified time as outlined in the Training Program, 'He then must present the accreditation form from the Department of Labour as proof and apply for monies due for class attendance hours.

A Fourth Class Stationary Engineer can apply for the Third Class training upon completion. of his Fourth, He will remain on the Third Class Training Program until he has successfully completed the underlined of the above paragraph. In other words, an employee may apply for a level of training to a higher certificate as long as he has completed the above underlined part of the training program for the level below.

Stationary Engineering needs will dictate to what. level an individual can achieve on the Training Program. Individuals are not guaranteed that once, they are on the Training Program that they will be allowed to continue on all levels of the Training Program.

Individuals must remain in good standing as outlined in our Training Agreement. They must complete the level in the allotted time or no monies will be paid for that level.

PROTECTION

Employees on the Training Program working towards their Fourth Class certificate will have the right to bump newly hired Fourth Class employees providing that they are on the Fourth Class Training Program at the time the new employee was hired.

For example, if an employee is on the Training Program, a new employee is hired with a certificate and placed on a Fourth Class job, the trainee upon completion under the rules of the Training Program will be placed on the Fourth Class job and the newly hired employee moved back. Employees placed on the Training Program after the newly hired employee, will not have bumping rights of that newly hired employee.

If the newly hired employee is placed or hired for a Third Class opening only the individuals who are on the Third Class Program at the time he was hired have protection. The employees have by-passing rights only, the new employee can't be bumped back. When a new permanent position opens, the trainee can fill that vacancy and with his seniority move ahead of the newly hired employee on the line. Individuals on the Fourth Class Training Program at the time he was hired will not be allowed to by-pass the new individual or bump him back. They will remain behind him on the line providing he holds a permanent Third Class job.

There is no protection for Second or First Class engineers.

STEAM TRAINING OUTLINE

- 1. Steam Training Agreement
- 2. Course Structure and Outline.

 Training Profile for Stationary Engineers and S.A.I.T. as a reference text.
- 3. Duration of Course:

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4th Class - 14 months - Total of 642 lessons
3rd Class - 18 months. - Total of 642 lessons
2nd Class - 24 months - Total of 671 lessons
```

Expected Progress:

```
4th Class - 46 lessons per month
3rd Class - 36 lessons per month
2nd Class - 28 lessons per month
```

- 4. Progress Report: Calculated monthly, with the first Monday of the month being the cut-off day.
- 5. Unsatisfactory Progress: Refer to page 2 of the: Steam Training Agreement.
- 6. Penalties for Unsatisfactory Progress: Refer to page 2 of the Steam Training Agreement.
- 7. Graduation Requirements:
 - a) Enrolled in 4th Class program for a maximum of 14 months plus 3 months of steam time.
 - b) Enrolled in 3rd Class program for a maximum of 18 months -plus an additional 12 months of steam time.
 - c) Enrolled in 2nd Class program for a maximum of 24 months plus an additional 18 months of steam time.
 - d) Academic work has to be completed, plus a computer printout of all modules completed for the 4th, 3rd, or 2nd Class certificates.
- 8. Government Involvement Stationary Engineer Act covers all.

STEAM TRAINING OUTLINE (Continued)

9. Rate of Pay and Advancement:

Job rate plus 10 cents per hour for each stationary engineering certificate held. In addition, 10 cents per hour will be paid for one certificate held above that required by the company for the job being done.

10. A training banquet will be given after the successful completion of the second class program.

WAGE RATES AND PAYROLL CLASSIFICATIONS

DEPARTMENT & OCCUPATIONGRA WOODHANDLING	DE.	RATE EFFE OCT. (Red (CT	OOT. REFER TO
<u></u>				8 GRADE
Rossing Plant Leading Hand	T	4	18.26	SCALE
Primary Treatment Operator	T	3	17.52	
Chipperman	T	2	16.62	
Head Sorter	T	2	16.43	
Drumfeeder	T	2	16.43	
Bark Conveyorman	T	2	16.43	
Bark Pressman	T	2	16.21	
Drum Discharge Conveyorman	T	2	16.21	
	T	2	16.21	
Clean-Up Man #2 Conveyor Wood Sorter	Ť	2	16.21	
#2 Conveyor Wood Sorter	Ť	2	16.21	
Groundwood Bin Conveyorman	D	1	16.03	
Day Relief	D	1	10,00	
Landing Wandhandlan	D	4	17.99	
Leading Woodhandler	D	4	17.71	
Power Grader Operator	D	•		
Crawler Crane Operator	D	5	19.02	
(ConstMaint.)	D	J	17.02	
Crawler Crane Operator	D	5	18.50	
(Diesel & Electric)	D	J	10.50	
Crawler Crane Operator	Т	5	18.50	
(Tree-Length & 4')		5	17.01	
Crawler Crane Operator Trainee	T	3	16.84	
Chip Unloader	T	3		
Chip Mill Operator	T	4	17.71	
Chip 'Mill Prentice Loader Operator	T	3	17.52	
Tractor Operator	T	3	17.52	
Front End Loader Operator	T	3	17.06	
Tree-Length Truck Operator	T	3	16.84	
Four-'Foot Pulp Pulp Wood Truck Opr.	T	3	16.84	
Standard Dump Truck Operator	T	2	16.62	
Wood Chip Dump Truck Operator	T	2.	16.62	
Boat Operator	T	2	16.62	
Winch Operator	T	2.	16.43	
Truck Driver (Gas)	T	2	16.43	

WOODHANDLING (Continued)

Stackerman Four-Foot Log Haul Feeder Stacker Chuteman Chain Saw Operator Conveyorman (Reclaim System) Labourer - Locker Room Attendant Labourer - (No. 2 System) Labourer - Transferman Labourer - Four-Foot Log Haul Labourer CHEMICAL PULP	T T T T D T T T	2 2 1 2 1 1 1 1 1	16.21 16.03 16.21 16.03 16.03 16.03 16.03 16.03
Acid Maker Digester Operator Washerman Magnefite Helper Repulperman Fork Lift Trucker Reliefman	T T T T T T	3 6 4 3 3 2	17.06 19.61 17.71 16.84 16.84 16.62 16.03
PAPER MILL Cleaner & Utilityman FINISHING ROOM	D	2	16.21
Loader - Senior Senior Operator Loader - Junior Sorter #1 Wrapper Operator Operator 'Weigher Trucker # 1 Wrapper Weigher Operator - Labeller Dispatcher Operator Crimper Trainshed Utility #1 Wrapper Headerman #1 Wrapper Helper	T T T T T T T T T	5 4 4 3 3 3 3 3 3 3 3 2 2 2	18.50 17.71 17.71 17.52 17.52 17.06 17.06 17.06 16.84 16.84 16.62 16.43 16.21

FINISHING ROOM (Continued)			
Cleaner Utilityman	D T	1	16.03 16.03
Head Coreman Sawman Truck & Core Handler Coreman MECHANICAL PULP	D D D	5 3 2 2	18.50 16.84 16.62 16.43
Stone Sharpener Senior Grinderman Relief Senior Grinderman Screenman Utilityman Relief Utilityman TMP Senior Operator TMP Assistant Operator Start-Up Cleaner TMP Cleaner Magazine Loader Relief TMP Cleaner	T T T T T T D D T	5 3 3 2 2 7(2) 4 2 1 2	18.50 17.29 17.29 16.84 16.62 16.62 20.19 18.26 16.21 16.03 16.21 16.03
P.M. Turbine Operator South Boiler House Fireman North Boiler House Fireman Recovery Operator Recovery Helper Boiler House 1st Helper	T T T T T	7 6 6(2) 6 4 4	20.69 19.61 19.29 19.61 17.99 17.71

Boiler House 2nd Helper

#6 Turbine Operator
Senior Utility Person
Stationary Engineer Trainee
Extra Ash Handler & Cleaner

Heating Inspector

2

5

4

2

2 2

T

D

T

D

T

T

16.62

18.76

17.71

16.62

16.21

16.21

SMOKY FALLS

Bus Driver Relief Bus Driver Townsite Labourer	D D T	3 2 1	17.06 16.43 16.03
TECHNICAL			
Day Tester - Chip Quality Day Tester - Relief Mixing Room Tester TMP 'Tester	D D T T	3 3 3 3	17.06 17.06 16.84 16.84
PLANT PROTECTION			
Head Fireman Fireman Trucker/Cleaner Cleaner - Senior Cleaner - Junior Relief Labourer	D D D D D	5 3 2 1 1	18.76 17.52 16.62 16.03 16.03
WAREHOUSE SERVICES			
Warehouse Storage & Inventory Man Warehouse Utility Man Shift 'Window Clerk Window Clerk - Main Floor Window Clerk - 2nd Floor Window Clerk - Rover Window Clerk - Basement Warehouse Fork Lift Trucker Senior Labourer/Trucker Junior Labourer/Oil Shop Warehouse Labourer Relief Labourer	D D T D D D D D D D	4 4 3 3 3 3 3 3 2 2 1	17.99 17.71 16.84 16.84 16.84 16.84 16.84 16.62 16.21 16.03 16.03

TRANSPORTATION

Transportation - Lead Hand	D	5	19.02
Conductor	T	6	19.70
	T	4	18.26
Engineer			
Brakeman	T	3	17.06
Section. Lead Hand	D	4	17.99
Operator Jordan Spreader	D	2	16.62
Operator Bal. Tamping Machine	D	2	16.43
Labourer Jordan Spreader Asst.	D	1	16.03
Boom Truck Operator	D	3	17.06
Truck Driver - 3/4-Ton Mail/Parcel	D	2	16.62
•	D	2	16.62
Truck Driver - Dump Truck (Mill)			
Truck Driver - Power Tail Gate	D	2	16.62
Fork Truck Operator	D	2	16.62
Dispatcher	D	2	16.62
Truck Driver - 3/4-Ton Personnel	D	2	16.43
Truck Driver Helper	D	2	16.21
Farm Tractor Driver	D	2	16.21
Relief Labourer	D	2	16.21
Labourer	D	1	16.03
Labourer	D	1	10100
MAINTENANCE			Charles and the same of the sa
General Maintenance Tradesman			
00110141 11111110011411100 114440011411			
Tool RoomOperator			19.67/20.76
Blacksmith			19.67/20.76
Planing Mill Operator			19.67/20.76
<u> </u>			19.67/20.76
Carpenter			•
Mason			19.67/20.76
Pipecoverer			19.67/20.76
Painter			19.67/20.76
Oiler			19.67/20.76
General Maintenance Helper			
Machine Shop Utilityman			16.71/17.45
Air Tool Operator			16.71/17.45
Blacksmith Helper			16.71/17.45
Truck: Driver			16.71/17.45
Rossing Plant Knife Grinderman			16.71/17.45
NUSSING FIANT NAME CHARGETHAN			10./1/1/17

MAINTENANCE (Continued)	001/92 141 02/183
Jr. Planing Mill Operator Planing Mill Operator Helper Mason Helper Pipecoverer Helper Painter Helper Trades Helper Labourer	16.71/17.45 16.71/17.45 16.71/17.45 16.71/17.45 16.71/17.45 16.71/17.45
Other Trades Categories	Anti-w u obis gran
Crew Leader Machinist Roll Grinderman Welder Tinsmith Truck Mechanic Instrument Mechanic Millwright Pipefitter	21.59 19.67/20.76 19.67/20.76 19.67/20.76 19.67/20.76 19.67/20.76 19.67/20.76 19.67/20.76

WOODLANDS - LOCAL 89

WOOD PROCUREMENT

Head River Hand Winch & Boat Operator	D D	6(2) 3	19.29 17.06
WOODLANDS PLANT			
Crew Leader Mechanic I Mechanic II Tire Repairman Tire Repairman Helper Labourer Garage Cleaner Low-Bed Truck Driver Fire Equipment Instructor Maintenance Man - 1st Class Maintenance Man - 2nd Class Plumber Boom Truck Utilityman Maintenance Helper	D D D D D D D D D D D D D D	1 1 4 3	21.59 19.67/20.76 19.11/19.93 19.11/19.93 16.71/17.45 16.03 17.71 17.52 19.67/20.76 19.11/19.93 19.67/20.76 17.52 16.71/17.45
Mechanic Helper	D		16.71/17.45

SCHEDULE 'A:

CREW LEADER

SMOKY FALLS

Shift Operator

Carpenter Electrician

Utility Tradesman Industrial Truck Mechanic

Instrument Mechanic

Machinist Mason Millwright Oiler Painter

Pipecoverer Pipefitter

Tinsmith Welder

ELECTRICAL DEPARTMENT

Asst. Substation Operator

Hydro Operator

Senior Electrical Operator

Shift Electrician **Substation Operator**

STEAM

P.M. Turbine Operator

TRADESMAN

Blacksmith Carpenter

Electrician

Industrial Truck Mechanic

Instrument Mechanic

Machinist Mason Millwright Oiler

Painter Pipecoverer Pipefitter

Planing Mill Operator

Roll Grinderman

Tinsmith

Tool Room Operator

Welder

TRANSPORTATION

Condcutor

S-GRADE SCALE

	DE LEVEL	OCTOBER 1/92	OCTOBER	1/93
	1 - Minimum ()	16.03	16.99	manual Strate (1/2)
\\\'\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	_ Q.9	16.04	17.00	manual first later
	3 - 1 Year	16.04	17.01	The second
	4 - 1 Year-6 Mos.	16.06	17.02	多数价值
2	1 - Minimum	16.06	17.02	192
	2 - 6 Months	16.25	17.23	Por Houding. Rate allowing. Les for wrong. are sel wrong. Authority 5.51. to rate by 5.51. to
	3 - 1 Year	16.48	17.47	Pon A
	4 - 1 Year-6 Mos.	16.68	17.68	O P - MAN LOT
3	1 - Minimum	16.68	17.68	1200, 121/10
	2 - 6 Months	16.97	17.99	De a for
	3 - 1 Year	17.27	18.31	her of with
	4 - 1 Year-6 Mos.	17.53	18.58	are at 1/90
4	1 - Minimum	17.53	18.58	les Ode
	2 - 6 Months	17.81	18.88	Multing 1 -1. to
	3 - 1 Year	18.09	19.18	Ja Gy Ste
	4 - 1 Year-6 Mos.	18.37	19.47	Mary and
5	1 - Minimum	18.37	19.47	gr.
	2 - 6 Months	18.66	19.78	·
	3 - 1 Year	18.94	20.08	
	4 - 1 Year-6 Mos.	19.20	20.35	
6	1 - Minimum	19.20	20.35	
v	2 - 6 Months	19.49	20.66	
	3 - 1 Year	19.76	20.95	
	4 - 1 Year-6 Mos.	20.02	21.22	
7	1 - Minimum	20.02	21.22	
•	2 - 6 Months	20.45	21.68	
	3 - 1 Year	20.84	22.09	
	4 - 1 Year-6 Mos.	21.26	22.54	
	5 - 2 Years	21.64	22.94	
8	1 - Minimum	21.64	22.94	
U	2 - 6 Months	22.29	23.63	
121 .	3 -1 Year	22.96	24.34	
dead florie	4 - 1 Year-6 Mos.	23.64	25.06	
read and	5 - 2 Years	23.04 24.29	25.75	
1 1810	J - 2 1 Cars	<i>6</i> 7. <i>69</i>	AU.IU	

CONVERSION TABLE - 8 GRADE SCALE

Grade 1 includes Class 1
Grade 2 includes Class 2, 3, 4
Grade 3 includes Class 5, 6, 7, 8
Grade 4 includes Class 9, 10, 11
Grade 5 includes Class 12, 13, 14, 15
Grade 6 includes Class 16, 17, 18
Grade 7 includes Class 19, 20, 21, 22, 23, 24, 25
Grade 8 includes Class 26, 27, 28, 29, 30, 31

(FOR MEMORANDUM OF AGREEMENT ONLY)

APPENDIX

TWELVE-HOUR SHIFTS

This agreement which is supplementary to the collective agreement between the parties, covers the special conditions, applicable to employees working on a 12-hour shift work schedule, These are to ensure that the implementation process of such a work schedule will not result in a loss to the employee.

The various provisions of the collective agreement will continue to operate, except as specifically modified by this supplementary agreement. It is understood problems that may subsequently be identified that are not addressed by this Memorandum of Agreement, the parties will meet to resolve such problems in the spirit of this Memorandum.

It is agreed that no premium time will be paid as a result of a change from an 8-hour to a 12-hour shift work schedule or, conversely, as a result of a change from a 12-hour to an 8-hour shift, work schedule.

It is understood and agreed that either party may terminate this agreement by providing 30 days' written notice to the other party.

Article Hours of Employment for Tour Workers

The schedule of hours for tour workers on 12-hour shifts shall be from 7:30 a.m. to 7:30 p.m. (days) and 7:30 p.m. to 7:30 a.m. (nights), or as mutually agreed upon between the Company and the Union.

Article - Overtime Rules for Tour Workers

The same rules will apply, however will be based on a twelve (12) hour shift work schedule.

Article Shift-Differentials

In Article , the shift differentials will be as follows:

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7:30 a.m. - 7:30 p.m. - .0/hour
7:30 p.m. - 7:30 a.m. - $0.63 of the base rate/hour
```

TWELVE-HOUR SHIFTS - LOCAL 256 (Continued)

Article -- Statutory Holidays

In Article , employees will be paid according to the current collective agreement (eight (8) hours' pay per statutory holiday).

Article - Floating Holidays

Employees will be entitled to one floating holiday with pay for 'each three (3) months of payroll employment.

A maximum of 48 hours will be paid to each employee for floaters in a calendar year. Employees on 12-hour shifts will have the option of taking four (4) (12-hour) floaters or a total of five (5) floaters divided as follows (three 8-hour floaters and two 12-hour floaters).

Articalecations With Pay

Vacations will be granted in calendar weeks, with a maximum of forty (40) hours or 2% paid for each eligible week of vacation.

Article-Bereavement Leave

When death occurs to a member of an employee's immediate family, the employee will be granted. the appropriate leave of absence for one (1) day with a maximum of eight (8) hours pay; three (3) working days with a maximum of 24 hours pay or four (4) working days with a maximum of 40 hours pay. These 3 or 4 days off must be taken within eight (8) calendar days including the day of the funeral.

Article - Jury Duty

In Article, twelve (12) hours per day will be paid, to a maximum of forty (40) hours per week.

Article - Meals

In Article a meal will be provided when an employee works more than two (2) hours overtime after a twelve hour shift.

TWELVE-HOUR SHIFTS - LOCAL 256 (Continued)

Typical 12-Hour Schedule

4 crews

40 work hours per week average spread over and eighteen (18) week schedule employee works 3 - 12-hour day shifts, 3 days off followed by 3 - 12-hour night shifts with 3 days off

employee has a block of 3 additional clays off every 18 weeks.

Sickness and Accident Insurance,

The daily indemnity is \$120.00 per work day missed up to a maximum of \$800.00.

General

Relief for employees who must absent themselves for any reason will be covered by the terms of the agreement.

When scheduling 12-hour shifts, the maximum number of night shifts to be worked in sequence would be four and the maximum number of day shifts to be worked in a sequence would be four.

The 12-hour shift schedule shall provide for at least 24 hours off between each sequence of shifts (as long as sequence means a block:).

Transfers to and from day workers. Normal work week shall be 40 hours per week. All work outside of normal average work week shall be considered overtime. (This clause will not apply to Spare List.)

LOCAL 256 APPENDIX

12-HOUR SCHEDULE

<u>EYCLE</u>	SMTWTFS SMTWTFS	
7:30AM-7:30PM 7:30PM-7;30AM	AAACCCB BBDDDAA ACCCBBB BBBDDDA AACCCBB BDDDAAA	
OFF	CCCAAAC CCAAACC CAAACCCDDDBBBDDDDBBBDDD	
7:30AM-7:30PM 7:30PM-7:30AM	DDDDAAAC CCBBBDD DAAACCC CCCBBBD DDAAACC	
OFF	AAACCCA AACCCAAAACCCAAABBBBDDDBBBBBBBDDDBBBBBBBB	<u> </u>
E YCLE	SMTWTFS SMTWTFS SMTWTFS	I
7:30AM-7:30PM 7:30PM-7:30AM	BBBDDDA AACCCBB BDDDAAA AAACCCB BBDDDAA ACCCBBB	
OFF	CCCAAAC CCAAACC CAAACCC DDDBBBD DDBBBDD DBBBDDD	
7:30AM-7:30PM 7:30PM-7:30AM	CCCBBBD DDAAACC CBBBDDD DDDAAACC CCBBBDD DAAACCC	
OFF	AAACCCA AACCCAA ACCCAAA	

LOCAL 256 - PAPER MILL

	Octob	er 1, 1992	October 1, 1993
	#5	#4-#3#1	5.5%
Boss Machine Tender Machine Tender Backtender Third Hand Fourth Hand Fifth Hand Clothing Man Sixth Hand	26.14 25.00 22.24 19.48 18.79	26.97 26.97 24.74 24.05 23.58 22.89 21.17 20.65 18.97 18.68 18.25 18.02 22.34 17.35 17.18	
Part-Time (Spare List)		16.23	
TECHNICAL			
Paper Inspector		23.02	
MECHANICAIL PULP			
Stockrunner Senior S tockrunner Junior		25.00 23.77	
Assistant Stockrunner		20.19	

NOTE: The current papermakers' wage scale will remain in effect. until October 1st, 1992.

APPENDIX

CHANGES SUBJECT TO REORGANIZATION.

ADVANCEID ELECTRICAL TRAINING PREMIUM

- Crew Leaders, Electricians, Shift Electricians and Senior Electrical Operators will receive a 25 cents per hour premium on successful completion of the Advanced Electrical Training Course.

GRADUATE ELECTRICAL TRADES TRAINEE PREMIUM

- Electrical Helpers, Smoky Oilers and Relief Oilers will be paid a premium of 50% of the difference between the maximum helper rate and the minimum tradesman rate (preferred helper rate) on successful completion of the Electrical Trades Training Program,

APPENDIX

SPREAD RATE OCCUPATIONS

Purpose - The purpose is to regulate and systemize the rate advancement of employees on occupations having a differential in rate.

Authorization - Employees whose rate is below the maximum of their occupation may be increased to the top of the range on a time and merit basis as outlined in this instruction. Such increases as are warranted by work performance and time spent on the job can be authorized by the superintendent of the department concerned.

Suspension - Time spent in suspension shall not be allowed when considering an employee for a periodic wage increase.

Records - The Industrial Relations Department shall be responsible for maintaining a tickler system as well as notifying superintendents when individuals are eligible for time and merit increases.

Tradesmen's Helpers

- (a) New helpers will serve a three-month probationary period.
- (b) Personnel employed as Electrical Helpers will advance as follows:

		Oct. 1 1991	Oct. 1 1992	Oct. 1 1993
(1)	After six months' service	\$0.11	\$0.25	Subject to reorganization.
(2)	After twelve months' service	\$0.12	\$0.25	
(3)	After eighteen months' service	Max.	Max.	

(c) Temporary periods when a helper is upgraded to a tradesman shall be accumulated as part of his service on this occupation.

SPREAD RATE OCCUPATIONS (Continued)

<u>Tradesmen</u>

- (a) Tradesmen will commence at the starting rate of the job.
- (b) Progression to maximum in 24 months' time may be made according to the following table:

Tradesmen	Mos.	<u>120s.</u>	<u>1180s.</u>	240s.
Effective Oct. 1/91 Oct. 1/92 Oct. 1/93	\$0.26 \$0.27 Subject to re	\$0.26 \$0.28 organization.	\$0.26 \$0.27	Max. Max.

N.B. The Smoky Falls "Second Class Utilityman" will have his rate adjusted in accordance with the above.

		RATE IN	
		EFFECT	
<u>DERCARCIMENTP & A T I O N</u>	<u>TOU</u> R	<u>ОСТ. 1/92</u>	<u>10/03T.</u>
OPERATIONS.		SUBJ	ECT TO
<u>OTEM</u> THOUGH		REO	RGANIZATION
Sub-Station Operator	T	19.67/20.76	
Hydro Operator	T	19.67/20.76	
Asst. Sub-Station Operator	T	19.67/20.76	
Asst. Sub-Station Operator			
(Designated Relief)	T	19.67/20.76	
Sub-Station Helper & Cleaner	D	16.71/17.45	
Filter Plant Backwasher	T	16.71/17.45	
2 2202 2 2002 2 000			
SMOKY FALLS			
Chief Operator's Relief	D	21.59	
Shift Operator	T	20.76	
Oiler	T	16.71/17.45	
Relief Oiler	T	16.71/17.45	
Utility Tradesman	D	19.67/20.76	
2nd Class Utilityman	D	16.71/17.45	
Zild Class Othityman	D	10.71/17.10	
<u>MAINTENANCE</u>			
Crew Leader	D	21.59	
Senior Electrical Operator	T	21.59	
Shift Electrician	T	19.67/20.76	
Electrician	D	19.67/20.76	
# 1 Reliefman	T	19.67/20.76	
#2 Reliefman	T	19.67/20.76	
#3 Reliefman	T	19.67/20.76	
#4 Reliefman	T	19.67/20.76	
	D D	16.71/17.45	
Electrician Helper	ט	10./1/1/.43	

O.P.E.I.U. LOCAL, 166

MONETARY APPENDIX

SHIFT DIFFERENTIAL

The differential for the 3:30 p.m. to 11:30 p.m. shift will be \$3.00 per shift and \$4.13 per shift for the 11:30 p.m. to 7:30 a.m.

CALL-INS

Employees called in to work outside normal working hours or requested to return to work will receive a minimum of four hours or time and one-half whichever is greater, and six hours or time and one-half whichever is greater on Sundays and on Statutory Holidays. Employees scheduled or called in for work up to a maximum of one (1) hour prior to the commencement of their regular schedule will be compensated at time and one-half.

VACATION PAY

Each week of vacation pay will be based on 2% gross earnings of previous year or current salary, whichever is greater, based on 37-1/2 or 40 hours per week, as applicable.

APPENDIX

RED CIRCLE RATES

(MEMORANDUM OF AGREEMENT ONLY)



- 1. When an employee is permanently transferred to a position in a lower classification due to the current re-organization of the Company, he/she will retain his/her present rate. However, if his/her present rate is above the maximum of the classification to which he/she is transferred, he/she will not receive any general increases until the maximum of his/her new classification becomes greater than his/her present rate.
- 2. Individual red circle rates will disappear through attrition.
- 3. Employees red circled will revert to the job rate at the end of this contract.

LOCAL 166
WAGES & CLASSIFICATION

(Based on 37.5 Hours/Week)

	Octol	ber 1, 1992	October 1, 1993			
	Min.	Std.	Max.	Min.	Std.	Max.
1	2369	2456	2517	2499	2591	2655
2	2435	2529	2626	2569	2668	2770
3	2532	2645	2759	2671	2790	2911
4	2632	2764	2898	2777	2916	3057
5	2772	2924	3078	2924	3085	3247
6	2890	3051	3213	3049	3219	3388
7	3006	3186	3366	3170	3361	3551
8	3126	3315	3510	3298	3497	3703
9	3247	3445	3646	3426	3634	3847
10	3366	3575	3784	3551	3772	3992
11	3489	3708	3930	3681	3912	4146
12	3598	3835	4076	3796	4046	4300

Note: Maintenance Coordinator and Woods Office Cleaner will be based on a 40-hour week with the following monthly rates:

Maintenance Coordinator
3721 3954 4191 3925 4172 4422

Woods Office Cleaner
2532 2645 2759 2671 2790 2911

LINES OF PROGRESSION (Local 166)

PURCHASING & DISTRIBUTION

Purchasing	<u>Grou</u> p
Purchasing Coordinator - Maintenance Local Order Clerk Woodlands Order Clerk Follow-Up Clerk Purchase Order Typist	9 8 8 6 3
Customer Services and Distribution	
Traffic & Customs Coordinator Traffic Clerk	9 5
Paper Planner Shipper	10 7
Passenger Traffic Clerk-Typist	4
WAREHOUSE SERVICES	
Mill Warehouse	
Head Receiving Clerk Spare Parts Kardex Clerk General Spare Parts Kardex Clerk General Stock Kardex Clerk Receiving Clerk Warehouse Inventory Clerk	7 6 6 6 6 6
Woodlands Warehouse	
Senior Partsperson Junior Partsperson Head Receiving Clerk Receiving & Shipping Clerk	9 6 7 6

ENGINEERING SERVICES

Maintenance Coordinator	11
Maintenance Planning Clerk-Typist	5
Maintenance Engineering Clerk Clerk-Steno (Maintenance)	6
Clerk-Steno (Major Projects)	5
Engineering Clerk Design & Development Clerk	7 5

HUMAN RESOURCES

Safety & Compensation Clerk (Mill)

Learning Centre Clerk-Steno

FINANCIAL & ACCOUNTING SERVICES

Benefits and Employment Services

Benefits Clerk	5
Benefits Clerk-Typist	5
Employment Clerk-Steno	6
Employment & Safety Clerk-Typist	4
General Accounting	

General Accounting Utility Clerk	7
E .	6
Invoice Clerk	6
Billing Clerk	5
Warehousing Clerk	5
Voucher Clerk	4

Mill Cost	
Cost Systems Coordinator Mill Statistician	8 5
Woodlands Cost	
Woodlands Cost Accounting Clerk Accounting Clerk	6 5
Camp Accounting Clerk.	4
<u>Payroll</u>	
Senior Payroll Clerk Payroll Clerk III Payroll Clerk II	7 6 3
Data Centre	
Data Centre Operator IV Data Centre Operator III Data Centre Operator 'II Data Centre Operator I (Part Time)	7 5 4 2
Steno Pool	
Senior Stenographer Utility Stenographer Stenographer	5 5 4
Receptionist - Typist	4
Office Services	
Office Services Clerk	4
Mail Clerk	2
Office Cleaner	2

PAPER MILL	
Paper Mill Clerk	7
<u>TECHNICAL</u>	
Paper Quality Tester Standards and Special Tester Utility Tester Air Quality Tester Laboratory Tester	6 5 4 4 3
Quality Statistics Clerk	4
WOODLANDS	
Plant & Equipment	
Maintenance Planning Clerk	7
Clerk-Typist	3
Forestry Services	
Janitor - Woods	3

LETTER OF UNDERSTANDING

BETWEEN

LOCALS 89 & 1149

AND

TEMBEC MANAGEMENT

(FOR MEMORANDUM OF AGREEMENT ONLY)

During the term of the agreement, it will be the intent of the parties involved (Locals 89, 1149 and management) to develop and implement a multi-trade system. Key components include:

- 1. Formal accreditation in secondary trades.
- 2. Increased pay rates for individuals with multi-trade accreditation,
- 3. A joint development and implementation committee.

"Marcel Valliere" "Yves Ouellet" (Local 89) (Company)

"Enzo Altobelli" "C. Carpenter" (Local 89) (Company)

"Michael Micallef" "Bruno J. Desilets" (Local 1149) (Company)

"Gilbert Desgroseilliers" "Gordon Price", (Local 1149) (Company)

Date: August 12, 1991

CONSTRUCTION APPENDIX

BETWEEN:

CANADIAN PAPERWORKERS UNION LOCAL 89

AND

TEMBEC INC.

THIS DOCUMENT WILL PROVIDE THE BASIC PRINCIPLES FOR THE ESTABLISHMENT OF A NEW VARIABLE CONSTRUCTION DEPARTMENT. IT IS UNDERSTOOD THAT MORE SPECIFIC DETAILS WILL HAVE TO BE WORKED OUT BETWEEN BOTH PARTIES AS IT IS BEING IMPLEMENTED.

ARTICLE 1 - RECOGNITION

1.01 - The employer recognizes the Canadian Paperworkers Union, Local 89, as the exclusive bargaining agent for all employees of the employer engaged in construction work save and except non-working forepersons, persons above the rank of non-working forepersons, electricians and electrician apprentices.

ARTICLE 2 - CONTRACTING OUT

2.01 - In view of the anticipated reductions in manpower, the Company will make an effort to maximize the use of available manpower to do construction work, It must be recognized however that cost effectiveness must prevail, Other situations where contracting out may be necessary include: special skills required, insufficient manpower available, inadequate equipment to undertake work, voiding of guarantees/warrantees by manufacturer.

ARTICLE 3 - JOB SECURITY'

- **3.01** It is agreed and understood that the purpose of this Appendix is to provide employment opportunities for employees of the employer whose jobs have been permanently discontinued as a result of the restructuring of the employer's Mill and Woodlands operation.
- **3.02** Mill and Woodlands employees whose jobs are permanently discontinued shall be offered employment and employer under the terms of this Appendix to perform construction work.
- **3.03** Offers of employment shall be effected from amongst Mill and Woodlands employees whose jobs are permanently discontinued as follows:
 - (a) Positions within each skilled trades classification shall be offered on the basis of seniority to employees possessing the necessary qualifications to perform the work of the skilled trade.
 - (b) Positions within each of the helper/trades trainee classifications shall be offered on the basis of seniority to employees who are incapable of filling positions under a) above, provided the employee otherwise meets the criteria for Apprenticeship established under the Company Trades Training Program.

- (c) Positions in the Construction Labourer classification shall be offered on the basis of seniority to employees incapable of filling positions under (a) or (b) above or for whom jobs are not available under (a) or (b) above or who decline an offer under (a) or (b) above.
- **3.04** An employee transferred or recalled under Article 3.03 shall not be subject to a service- probationary period. The employee's service for all purposes of this Appendix shall include all service held by the employee at the time of discontinuance of his job irrespective of which bargaining unit the employee fell within, Seniority shall mean for all purposes of this Appendix and without limiting the generality of the foregoing including Article 3.03 all company service held by the employee at the time of discontinuance of his job irrespective of where the employee feel within and any service with the employer accruing while working under the terms of this Appendix.
- 3.05 Notwithstanding Articles 3.03 (b) and 3.04, it is understood that in filling apprentice positions in the variable construction department, recall priority will be given to those who were already in the apprenticeship training program pursuant to the Mechanical Trades Training Agreement. Those who have completed the program will be deemed to be qualified as tradespersons for the purpose of Article 3.03 (a).

ARTICLE 4 - REDUCTIONS IN THE WORK FORCE

4.01 - Reductions in the work force shall be effected as follows:

- (a) Initially the employer shall lay-off on the basis of seniority, helpers/trades trainees in the trade in which it is necessary to reduce the employee complement. An helper/trades trainee shall have the right to displace an employee classified as a construction labourer possessing less seniority.
- (b) After all helpers/trades trainees have been laid-off in the trade in which it is necessary to reduce the employee complement, the employer shall lay-off journeypersons in the trade on the basis of seniority. A journeyperson shall have the right to displace a construction labourer possessing less seniority.
- **4.02** Recalls shall be effected in inverse order of lay-off.

ARTICLE 5 - CLASSIFICATIONS AND WAGES

As per appropriate Local 89 or 1149 Appendices.

ARTICLE 6 - HOURS OF WORK

On a basis of 40 hours per week. However, schedules may be flexible in order to meet construction requirement.

ARTICLE 7 - APPRENTICES

- 7.01 The employer shall take the necessary steps to enroll an employee hired as an apprentice into the appropriate Company Trades Training Program.
- **7.02** The employer shall employ apprentices as deemed necessary to meet ongoing requirements.

ARTICLE 8 - MILL OPPORTUNITIES

8.01 - Vacant permanent positions in the Mill shall be open for bidding to employees covered by this Appendix. An employee awarded a permanent Mill position within Local 89's jurisdiction shall be credited with his full company service and any Local 89 seniority which he held at the time of permanent discontinuance of his job. An employee awarded a position within Local 256's jurisdiction shall be credited with his full Company service and any Local 256 seniority which he held at the time of the permanent discontinuance of his job.

(Put in similar provisions for OPEIU, IWA Canada, and a special clause for management people to return to management ranks.)

8.02 - In awarding a permanent Mill position to a construction worker, the employer shall be governed by Articles in Main Agreement covering job postings.

ARTICLE 9 - OTHER CONDITIONS

9.01 - All Articles and Appendices to the Main Collective Agreement and the Local 89 Appendix thereto shall apply to employees covered by this Appendix save and except the following:

To be determined by a Joint Union/Management Committee.

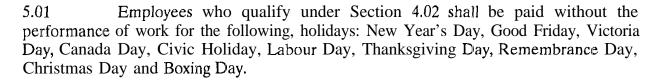
ARTICLE 10 - SEVERANCE

10.01 -An employee transferred or recalled under this Appendix who is laid off within six (6) months of his hiring shall have the option of terminating his employment. An employee who terminates his employment in addition to any severance payments which he might otherwise be entitled to, shall be paid the severance pay which he would have been paid had he not been employed under this Appendix; as long as any improved severance benefit plan has provided for such a situation.

I.W.A. CANADA LOCAL 1-2995

MONETARY APPENDIX

ARTICLE V - HOLIDAYS WITH PAY



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.

Employees who have accumulated one hundred and twenty (120) days seniority will be granted two (2) floating holidays per year. Such holidays will be. taken at a time satisfactory to the employee and his supervisor.

An employee who by reason of lay-off is prevented from taking his floating holidays shall receive pay in lieu of such holidays.

- 5.01 (a) Remembrance Day will be observed on a Friday if the 11th falls on Thursday, Friday or Saturday, otherwise it will be observed on Monday.
- 5.02 (a) An employee, who qualified under Section 4.02, who works any of the available work days within the thirty (30) day period immediately prior to the holiday and dales not leave work sooner than two (2) days before the holiday and is ready for work on the morning of the second (2nd) day after the holiday, unless his return to work on time is prevented by circumstances beyond his control, shall receive pay for the holiday unless he quits during the thirty (30) day period immediately prior to the holiday,

An employee, who desires to leave prior to the holiday, and is ready for work for the second day following the holiday, shall make reasonable arrangements with the Company prior to leaving, unless other arrangements have been agreed to between the Company and Union either at camp level or at management level.

5.02 (b) If an employee, who qualifies under Section 4.02 and who works any of the available work days within the thirty (30) days immediately prior to the holiday, is on authorized leave of absence other than as provided in 5.03 when the holiday occurs,



ARTICLE V - HOLIDAYS WITH PAY (Continued)

he shall receive holiday pay for the first holiday that occurs during his absence, provided he returns to work on time, unless his return to work on time is prevented 'by circumstances beyond his control.

- 5.02 (c) An employee, who qualifies under Section 4.02, who is obliged to cease work due to a lay-off during the thirty (30) day period immediately prior to the holiday, shall receive holiday pay for the holiday(s) within such 30-day period.
- 5.02 (d) An employee, who qualifies under Section 4.02, 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 the holiday(s) within such 21-day period.
- 5.02 (e) If an employee who qualifies under Section 4.02, is recalled and works any time during the 14-calendar day period immediately following the holiday, he shall receive holiday pay for the preceding holiday.
- 5.02 (f) An employee who qualifies under Section 4.02 and is on vacation shall 'be entitled to holiday pay and additional time off for any holidays occurring within such vacation period.
- A special leave of absence shall be granted to a qualified employee who must travel a long distance to be home for Christmas, in which event such an employee will receive pay for the holidays provided he returns on time. Any request for such leave of absence must be made to the Camp Foreman no later than December 1st. Where an employee is prevented by circumstances beyond his control from returning to work on time, he shall be paid for the holidays.
- 5.04 (a) If qualified, a pieceworker will be paid at the rate of Feller-Limber, Treelength Skidding for the holiday, and a day worker shall be paid a day's pay at his or her regular rate for the holiday.
- 5.04 (b) A day worker who is requested to work on any holiday shall be paid for all time worked at the rate of time and one-half his regular rate and, if qualified, in addition, shall receive one day's pay at such regular rate in lieu of the holiday.

Double time will be paid after eight (8) hours of work on a holiday.

5.04 (c) A pieceworker who is requested to work on a holiday shall receive his earnings plus. one-half day at the appropriate rate in 5.04 (a), and if qualified, shall receive in addition one clay at the appropriate rate in 5.04 (a).

ARTICLE VI - SHIFT PREMIUM

- 6.01 (a) A night differential of forty-five cents (0.45) per hour shall be paid in addition to the regular rates for all night shift work.
- 6.01 (b) On other two-shift operations the first shift shall consist of eight (8) consecutive hours, meal time, excepted, and shall commence at 7:00 a.m. or after. The second shift shall consist of eight (8) consecutive hours, meal time excepted, and shall commence prior to 7:00 p.m. and shall carry a shift differential of forty-five cents (0.45) per hour.
- 6.01 (c) On a three-shift operation, the shifts shall be: eight (8) consecutive hours and shall carry a shift differential of fifty-five cents (0.55) per hour. The starting and stopping times for the three (3) shifts and the shift differentials to be paid, shall be as follows:

	Starting Time (between hours of)
First Shift	7 a.m 8 a.m.
Second Shift	3 p.m 4 pm.
Third Shift	11 p.m 12 p.m.
	<u>Stoppingm</u> e (between hours of)
First Shift	3 p.m 4 p.m.
Second Shift	11 p.m 12 p.m.
Third Shift	7 a.m 8 a.m.
	Shiff ferential
First Shift	Nil
Second Shift	0.45 cents per hour
Third Shift	0.55 cents per hour

ARTICLE VII - VACATION WITH PAY

- 7.01 (a) Vacation pay shall be paid to each employee by separate cheques to be issued at the time of termination of employment or, at the employee's option, at the time of lay-off or when vacation is taken.
- 7.01 (b) Vacation pay will be based on 2% of gross earnings calculated on previous year's earnings for each week of vacation or 40 hours times an employee's model rate whichever is greater.

To be eligible for the above the employee must have worked not less than a total of 1,000 hours during the preceding calendar year. Each 2% increment of vacation pay entitles an employee, to one (1) week of time off.

An employee who has worked continuously for one (1) year, must take his full entitlement to time off, at a time or times satisfactory to himself and his supervisor.

An employee has the right to take his full entitlement to time off, whether or not he has worked continuously for one (1) year, at a time or times satisfactory to himself and his supervisor.

- 7.02 Vacation with pay credits shall be paid on the following basis:
- (a) Employees who have established seniority in accordance with Article 4.02 on January 1st, 1992 shall be entitled to 4% of gross earnings.
- (b) Employees who have worked 800 days or more on January 1, 1993 shall be entitled to 6% of gross earnings.
- (c) Employees who have worked 2000 days or more on January 1, 1994 shall be entitled to 8% of gross earnings.
- 7.03 Days worked for purposes of this Article shall mean all days worked, plus working days which normally would have been worked but were lost as a result of sickness or injury certified by a licensed physician, dentist, or chiropractor, plus the total number of days on Union business, off-the-job training, vacation, holidays with pay, jury duty and bereavement leave in any calendar year. An employee who has established seniority in accordance with Section 4.02 of Article IV shall retain his accumulation of service for his rate of vacation pay for as long as he: retains seniority rights with the Company.

WAGE RATE AND CLASSIFICATION

LOCAL 1-2995

1. (a) Hourly Rates

Classification	Oct. 1/92	Oct. 1/93
Labourer	17.02	17.96
Operator V	17.20	18.15
Operator IV	17.71	18.68
Operator III	17.93	18.92
Operator II	18.19	19.19
Operator I	18.52	19.54
Helper Class A, Mechanic/Electrician	17.38	18.34
Class II Mechanic	18.19	19.19
Saw Filer, Electrician Class B, Class I Mechanic	19.11	20.16
Plumber & Gas Serviceman, Class A Mechanic/Electrician, Carpenter	20.73	21.87
Mechanic Class A-l	21.04	22.20
Lead Mechanic/Electrician/Carpenter	21.15	22.31

1. (b) An employee who is assigned to train another employee or employees shall be paid his regular rate plus 30 'cents per hour during the training assignment. Pieceworkers shall be paid at the Operator IV rate plus 30 cents per hour.

The rates between October 1, 1991 and October 1, 1992 will be those shown for October 1, 1992 less 3%.

WAGE RATE; AND CLASSIFICATION LOCAL 1-2295

OCTOBER 1, 1992

LABOURER

Dumps, Crossing, Men Slushing
Fire Patrol Man
Helper Winchboat
Labourer General
Mechanic Helper
River Driver, Watering Wood on Drive
Watchman, Camp

RATE 17.02

OPERATOR V

Bus Driver
Camp, Dam, Bridge Construction Worker
Handyman
Operator Outboard Motor
Operator Powersaw Non-Productive
Operator Tractor General
River Driver, Boatman, Pointers, Bows &
Sterns
Saw Filer Helpers
Tire Maintenance Man
Truck Driver, Single. Axle, Hauling On Body

RATE 17.20

OPERATOR IV

Feller, Limber (Treelength Skidding)
Operator, Mechanical Skidder Wheel Type
Operator, Winchboat Over 20 hp
Saw Filer Helper Class A
Tree Planter With Seniority
Truck Driver, Tandem Axle

RATE 17.71 .

WAGE - OCTOBER 1, 1992 (Continued)

OPERATOR I

Operator, Front End Loader Operator, Mechanical Mobile: Slasher Truck Driver, Tandem Axle Hauling

RATE 17.93

OPERATOR II

Operator Bulldozer
Operator Forwarder
Operator Grapple Skidder
Operator, Power Grader
Operator Skidding Feller Buncher Cut Wood
Operator Stroke Delimber
Operator Feller Buncher
Truck Driver - Float

RATE 18.19

<u>OPERATOR</u>

Crane Operator

RATE 18.52

(FOR MEMORANDUM ONLY)

2. **SILVICULTURAL** WAGE SCHEDULE

Tree Planter 16.80 17.72 Labourer 16.80 17.72

Crew Leader 35 cents in addition to regular

hourly rate.

PIECEWORK RATES Per Tree

Manual Planting
Site Prepared

Bare Root Stock .10 cents
Tubed Seedlings (Paper Pots) .08 cents

Manual Planting Site Unprepared

Bare Root Stock .11 cents Tubed Seedlings (Paper Pots) .09 cents

(Employees on the regular seniority listing will not be assigned to Manual Planting on Piecework Rates)

3. PIECEWORK CLASSIFICATIONS AND RATES

(a) <u>Cutting and Skidding Treelength</u> (Wheeled Skidders)

Rates per treelength piece, butt diameter measure as per the following schedule:

- Butt diameter measure to be made in accordance with Ontario Government Scaling Regulations. Butt diameter to be marked on each butt by the scaler.
- The Company will supply skidder with winch, fuel, and skidding equipment.
- Crew to consist of maximum of three (3) men.
- Maximum skidding distance 600 feet.
- When at Company request the crews are required to sort wood, a bonus of 2.86% of base earnings will be paid.

SPRUCE **AND** BALSAM: (From Page 51 Current Agreement)

Oct. 1/92

Oct. 1/93

3% Increase

5.5% Increase

Based on butt diameter (cm).

Preparation of Skidways

For the preparation of skidways and placing skids (where required) the crew will be paid 5% of the earnings on all such wood produced by the crew.

JACKPINE

(From Page 52 Current Agreement)

Oct. 1/92

Oct. 1/93

3% Increase

5.5% Increase

Based on butt diameter (cm).

Preparation. of Skidways

For the preparation of skidways and placing skids (where required) the crew will be paid 5% of the earnings on all such wood produced by the crew.

(b) Cutting and skidding full treelength for delimbing and topping stroke delimber (wheeled skidder) two-man crew.

Rates per treelength piece, butt diameter measure as per the following schedule:

- Butt diameter measure to be made in accordance with Ontario Government Scaling Regulations.
 - Each butt will be marked by the scaler.
- The Company will supply skidder with winch, fuel, and skidding equipment. Maximum skidding distance 600 feet.
 - When at Company request the crews are required to sort wood, a bonus of 2.86% of base earnings will be paid.

SPRUCE AND BALSAM (From Page 63 Current Agreement)

Oct. 1/92

Oct. 1/93

3% Increase

5.5% Increase

Based on butt diameter (cm>.

Preparation of Skidways

For the preparation of skidways and placing skids (where required) the crew will be paid 5% of the earnings on all such wood produced by the crew.

JACKPINE

(From Page 64 Current Agreement)

Oct. 1/92

Oct. 1/93

3% Increase

5.5% Increase

Based on butt diameter (cm).

Preparation of Skidways

For the: preparation of skidways and placing skids (where required) the crew will be paid 5% of the earnings on all such wood produced by the crew,

(c) <u>Cutting and Skidding 'Veneer Logs</u>

- Refer to ongoing negotiations,. (FOR MEMORANDUM ONLY)

BONUSES

- (a) Walking Distance and Riding Time
- (i) Piececutters who walk to work from camp a distance in excess of one and one-half (1-1/2) miles shall be paid on the basis of the rate for Feller, Limber (treelength skidding), for time required to walk the excess distance. For the purpose of this Agreement, it is agreed that the pieceworkers will walk at the rate of three (3) miles per hour.
- (ii) Where pieceworkers are transported to work from camp, they shall be paid for riding time in excess of one-half (1/2) hour each way at the rate for Feller, 'Limber (treelength skidding).
- (iii) Where a dayworker's travelling time from camp to working place is composed of riding and/or walking time, he shall be paid for all travelling time in excess of one-half (1/2) hour each way at his regular rate: of pay.
- (iv) Where, a pieceworker's or a dayworker's travelling time from camp to work place 'is composed of riding and walking time, he shall be paid at the rate of pay as per this Agreement for all combined riding and walking time in excess of one-half (1/2) hour each way.

The walking time. based. at the rate of one-quarter (1/4) of a mile equals five (5) minutes shall be added to the riding time.

(b) Commuters

The Company and the Union agree that commuter operations shall be carried out by the Company on the following terms and conditions:

- 1. Commuters are employees:
 - (a) Who are resident within reasonable riding and/or walking distance of the area of operations.
 - (b) For whom board and lodging are not made available by the Company.
- 2. The Company will arrange to provide free transportation from the designated terminal point for each commuting area to the operating areas and return. Where practical this transportation will be provided along the: most direct route. It is agreed that the Company will review with the Union the: designation of terminal points from time to time.

It is further agreed that where travelling distance from the currently designated terminal point to the: marshalling point for the commuting area exceeds fifteen (15) miles, the employees who travel the excess distance shall be paid, effective date of ratification, nineteen cents (0.19 cents) per mile for the excess distance travelled each, way, each day.

- 3. 'The marshalling point or points will be where the limit access roads intersect Highway 11. Time spent by pieceworkers or day workers travelling on the vehicle from a marshalling point or points to debarkation point or points to place of work in excess of one-half hour each way shall be paid for on the following basis:
 - (a) Day workers at their regular rate of pay.
 - (b) Pieceworkers on mechanical cut and skid operations at Feller, Limber (treelength skidding) rate.
- 4. When employees miss their bus and use their own vehicle to report to work, they will be granted their normal riding and walking time allowance. Such payment will be made not more than twice per month..
- 5. In the event of lost time due to failure of Company transportation from the terminal point, employees affected will be compensated at the applicable rate of pay for the time lost.
- 6. If an employee who is a commuter is required and agrees to supply his own means of transportation to satisfy certain operational requirements, he will be paid twenty cents (0.20 cents) per kilometer for all kilometers travelled from the marshalling point to the work site and return.

(Resolution of item 6 is referred to ongoing negotiations.)

(MEMORANDUM OF AGREEMENT ONLY)

- (c) Miscellaneous
- (i) **Powersaw** Rental

A day worker using his powersaw at Company request will be paid a powersaw rental of:

\$11.00 per 8-hour day or shift when felling and limbing.

\$12.00 per 8-hour day or shift when bucking at a landing or a skidding operation.

SILVICULTURAL

ADDENDUM TO THE AGREEMENT

WITH THE IWA - LOCAL 1-2995

The Company and the Union agree that where it is necessary for the Company to increase its work force of employees listed on the seniority list for the sole purpose of carrying out seasonal silviculture work (reforestation), the Company may hire additional employees to perform seasonal silviculture work under the provisions of the Collective Agreement and as amended by this Addendum for such seasonal employees.

1. Re: Article - Union Membership

- (a) The employees hired to perform seasonal silviculture work shall not be required to make an application to become a member of the Union while they remain employed at such work.
- (b) The Company shall put these employees on check-off at the time of hire and deduct the Union's monthly membership dues from monies due them and remit same to the Union office monthly, accompanied with a list of said employees.

2. Re: Article - Vacations With Pay

For such aforesaid employees, Vacation with Pay credits shall be paid at the rate of 4% of his gross earnings and the total accrued amount of credits shall be paid by cheque to each employee at the time of termination or lay-off from such seasonal employment.

3. Re: Article - Holidays With Pay

(a) Such aforesaid employees who qualify under Section 4.02 shall be paid without the performance of work for the holidays listed in 5.01 excluding floating holidays.

The employee must have worked the last scheduled shift before, and the first scheduled shift after the holiday, except when the employee is absent due to a confirmed illness or accident, in which case the employee shall be paid. Employees absent due to a confirmed illness or accident shall only be entitled to one holiday after the start of such absence.

(b) The provisions set out in Sections 5.02 (b), 5.02 (c), 5.02 (d), 5.02 (e), 5.02 (f), and 5.03 are not applicable.

4. Re: Article Working and Living Conditions

Where silvicultural work is to be carried out in isolated areas from Camps and such areas are not accessible from communities on a daily commuter basis, the Company may set up suitable temporary camps to accommodate such said employees while so engaged.

5. Article - Senior&

- (a) The Company recognizes the principle of seniority for the aforesaid employees. Seniority will govern, subject to reasonable consideration of skill, efficiency, and ability in promotions, transfers, lay-off, and rehires. Seniority will govern on a camp basis.
- (b) Employment of any new employee shall be considered probationary until he has worked sixty (60) days within a six-month period..
- (c) A separate seniority list shall be established and maintained of the aforesaid employees, which will show the: accumulated work days plus paid holidays of each employee while so employed. This shall be referred to as the silvicultural seniority list.
- (d) An employee, on the silvicultural seniority list, hired on other production operations will be required to complete a further sixty (60) day probationary period in accordance with Section 4.02.

Upon completion, his silvicultural seniority from the last date of hire shall be transferred to the seniority list as established and maintained under Article IV of the Collective Agreement.

6. The provisions set out under:

- Medical, Surgical, Drug, and Hospital Care Plans;
- Life Insurance;
- Weekly Indemnity and Long Term Disability Plan;
- Bereavement Pay;
- Jury Duty Allowance; and
- Dental Care Plan

are not applicable for the aforesaid employees.

7. Reommuters

Where marshalling points are not established in the Collective Agreement which are suitable to a particular silviculture commuter operation, they shall be established by negotiations between the Company and the Union prior to commencement of such operations.

For Walking Distance and Riding Time, piecework tree planters will be paid on the basis of the day work tree planter rate.

AGREEMENT IN PRINCIPLE COVERING MONETARY ITEMS

To recommend acceptance to membership in the context of a total package.

UNIONIZED JOINT BARGAINING COALITION	TEMBEC MANAGEMENT - NEGOTIATING COMMITTEE
((A 37) 1.11	113V

"A. Foucault" "Yves Ouellet" Coalition Spokesperson

"Marcel Valliere" "C. Carpenter" CPU - Local 89

"Norm Leybourne" "Bruno J. Desilets"

CPU - Local 25

"Michael Micallef" "Gordon Price" IBEW - Local 1149

"Wayne Nodwell" "D. R. Goss" OPEIU - Local 166

"N. Rivard" "J. H. Hillier

IWA - Local 1-2995

"Martin Dinnissen" "G. J. Boucher"

"Barry Gouldsborough"

Date: August 12, 1991

IWA - Local 1-2995