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# COLLECTIVE AGREEMENT

between

**NORBORD INDUSTRIES INC.  
COCHRANE DIVISION**

and

**I.W.A. CANADA  
LOCAL 1-2995**

**June 1, 1996 to May 31, 1999**

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JUN 5 J 1998



**COLLECTIVE AGREEMENT**

**between**

**NORBORD INDUSTRIES INC.  
COCHRANE DIVISION**

**and**

**I.W.A. CANADA, LOCAL 1-2995**

**June 1, 1996 to May 31, 1999**

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# **COLLECTIVE AGREEMENT**

## **BETWEEN**

**NORBORD INDUSTRIES INC.**

**(Cochrane Division)**

**(PLYWOOD)**

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

## **AND**

**I.W.A. CANADA, LOCAL 1-2995**

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

### **ARTICLE I - PURPOSE**

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

### **ARTICLE II - RECOGNITION**

2.01 a) The Company recognizes the Union **as** the sole collective bargaining agent of all employees of

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the plywood Plant of Norbord Industries Inc., Cochrane Division at Cochrane, Ontario save and except foreman, persons above the rank of foreman, office staff and scalers.

**2.01 b)** The employee of contractors engaged by the Company in the plants and yard of the Company shall be considered employees within the terms of this Agreement; save and except the employees of contractors and/or the 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.

**2.02** Supervisory personnel and Spare Foremen, which includes contractors whose employees are considered to be employees under this agreement, shall not perform work which would normally be a function of an employee in the job classifications covered by this Agreement, except when instructing employees and in cases of emergency which involves physical danger to employees or danger to property.

It is agreed that Company operations shall not be interrupted as a result of any jurisdictional dispute that may arise between the Union and any other trade Union.



### **ARTICLE III - PERIOD**

3.01 The Company and the Union agree one with the other that they will abide by the articles of this Agreement from **June 1st, 1996 to May 31st, 1999**, inclusive, and from year to year thereafter, unless either party desires to change or terminate this Agreement, in which case the party desiring the change or termination shall notify the other party in writing, at least **sixty (60)** days prior to May 31st of that particular year that such is its desire. Either party opening the Agreement in the manner provided above shall notify the other party in writing, as to the changes desired.

### **ARTICLE IV - WAGE SCHEDULE**

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

4.02 If during the life of this Agreement, a significant change in job content in physical or mental requirements occurs in any job classification listed in the attached wage schedule, the rate thereto shall be adjusted by negotiations between the parties. Upon failure to reach agreement, the matter may be referred to section 8.05 of the grievance procedure.

4.03 For classified jobs not listed in this wage schedule, the Company may set estimated or temporary rates. Any such rates will be based on comparison with prevailing rates for a similar

and/or related occupation in the attached wage schedule. After a trial period of thirty (30) days, any such rates shall be negotiated with the Local Union and upon agreement shall become part of the wage schedule and payment made retroactive, and after the thirty (30) day trial and following negotiations for such rates with the Local Union, if no agreement is reached, the matter shall become subject to the grievance procedure beginning at section 8.05.

## **ARTICLE V - UNION MEMBERSHIP**

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

5.02 All new employees shall become members of the Union within fifteen (15) days from the day they start to work at the plant.

The Company will advise the Union within five (5) working days of an employee being hired.

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

The Company shall put employees on



check off at time of hire or return to work and deduct the Union's monthly membership dues from monies due him.

The Company shall include on each employee's Income Tax (T-4) slip the amount of Union dues deducted in the calendar year.

**5.04** Remittances of all deductions shall be sent to the Local Union, said remittances to be accompanied by itemized lists in alphabetical order, in duplicate, showing payroll numbers, full names and amounts. The Company shall deliver the above not later than the end of the following month. A copy of the ~~list~~ will be given by the Company to the Union Steward.

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

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

The Company will also maintain an up to date listing of spare supervisors. Such listing will be posted on the bulletin boards and a copy will be provided to the Union.

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5.07 When hiring employees the Company will give preference to Union members provided they apply for work or that the Union applies on their behalf and provided they are capable and available to perform the work required.

5.08 Representatives of the Union carrying a certificate of authority signed by the President and Secretary of the Union shall have the right to visit the plant for the following purposes:

- 1) Evaluation of jobs and time studies connected therewith.
- 2) The investigation of alleged violation of this Agreement.
- 3) Investigation of grievances.
- 4) To post notices on Union Bulletin Board.

Prior to his visit, the Union representative shall report to the Plant Office to request permission for his visit, and to allow the Company to appoint a representative to accompany him. The Union representative shall conduct himself in a manner which will not interfere with the normal operation of the plant during his visit.

## **ARTICLE VI - VACATIONS WITH PAY**

6.01 For the purpose of this Article seniority will be acquired and maintained as defined in Article XII of this Agreement and the vacation year shall begin June 1st of each year.

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

(a) 4% of gross earnings for employees who have less than four (4) years service with the Company.

b) 6% of gross earnings for employees who have four (4) years or more but less than eleven (11) years service with the Company.

(c) 8% of gross earnings for employees who have eleven (11) years or more but less than 18 years service with the Company.

(d) 10% of gross earnings for employees who have eighteen (18) years or more but less than thirty (30) years service with the Company.

(e) 12% of gross earnings for employees who have thirty (30) years or more service with the Company.

(f) SUPPLEMENTARY VACATION WITH PAY

Employees who have worked more than twenty (20) years for the Company, shall receive the following additional vacation in the calendar year in which they attain:

Age 60 - 1 week (2% of gross earnings)

Age 61 - 2 weeks (4% of gross earnings)

Age **62** - 3 weeks ( **6%** of gross earnings)

Age **63** - 4 weeks ( **8% of gross earnings**)

Age **64** - 5 weeks (10% of gross earnings)

6.02 Vacation pay shall be paid to each employee by separate cheque to be issued during the first week of July, at the time of termination of employment or, at the employee's option, at the time of lay-off or when vacation is taken.

6.03 If there is to be a plant shutdown of two (2) weeks duration, or any further period as **may** be mutually agreed to between the Company and the Union, it **will** be scheduled each year during July and/or August. The Company will notify the Union at least three (3) months in advance of a proposed vacation shutdown in order to allow for consultation between the Company and the Union as to duration **and** timing of such said shutdown.

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

6.04 An employee who has **been** continuously employed for one (1) year, shall take vacation time off at a time that is satisfactory to the employee and his supervisor.

If a plant vacation shutdown is not scheduled then the Company will grant vacation at times requested by employees giving preference to Senior employees provided that they make known their vacation choice to the company on a form provided one month after vacation schedules are requested. A minimum of twelve (12) employees per shift will be permitted to take their vacation at any time "as long as the proper and orderly operation of the plant are ensured."

Employees will be advised one month in advance of when the vacation has to be submitted.

## **ARTICLE VII - HOLIDAYS WITH PAY**

7.01 (I) Employees shall be paid without the performance of work for the following holidays, at their regular rate of pay:

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

11) In addition, employees who have accumulated one hundred and twenty(120) worked days, will be granted two (2) floating holidays per year to be taken at a time satisfactory to the employee and his Supervisor. If an employee has not taken his floating holiday by the end of March

each year and has not signified his intention of taking it, such floating holiday will be scheduled by the Company before May 31st of each year.

(111) Request for floaters are to be submitted in writing on forms supplied by the Company, three working days in advance of the floater with the exception of emergency situations. Management will respond, **in writing** by the end of the working day which follows the date of the request. **The Company will give the reason, in writing in case of a refusal.**

7.02 When any of the above holidays occur on a Saturday or Sunday, the observance of the holiday shall be on the following Monday, or such other day that is celebrated as such.

For the purpose of this Agreement, a Saturday or a Sunday, or a holiday shall begin at 8:00 a.m. of the day and end at 8:00 a.m. the day following.

7.03 **An** employee who **has** established seniority in accordance with Article XII, and who works any of the available work days within the **thirty (30)** day period prior to the holiday, and who works the last scheduled **shift** prior to the holiday and the first scheduled shift following the holiday, unless his return to work is prevented by circumstance beyond his control and is validated by an appropriate document shall receive pay for the holiday.

7.04 Holidays occurring during the course of an

**allowed vacation period shall not be included as part of that allowance.**

An employee who is qualified under Article XII and who works any of the available work days within the thirty (30) day period prior to the holiday, is on authorized leave of absence when the holiday occurs, he shall receive holiday pay for the first holiday that occurs during his absence.

7.05 An employee who is qualified under Article XII and who ceases work due to layoff during the twenty-one (21) day period immediately prior to the holiday, shall receive holiday pay for all holidays within such twenty-one (21) day period.

7.06 An employee, who qualifies under section 12.02 (a) and 7.03, who is obliged to cease work, due to sickness, pregnancy or accident certified by a licensed practitioner during the twenty- one (21) day period immediately prior to the holiday. shall receive holiday pay for all holidays within such twenty-one (21) day period.

7.07 If an employee who has established seniority in accordance with Article XII is recalled and works anytime during the fourteen (14) calendar day period immediately following the holiday, he shall receive holiday pay for the preceding holiday.

## **ARTICLE VIII**

### **ADJUSTMENT OF GRIEVANCES**

**8.01** All disputes between employees and the Company shall be settled by the following procedures, and there shall be no stoppage of work because of differences.

**8.02** The Union shall arrange for the election from its working membership of a Union Committee of ~~three~~ (3) headed by a Union Steward. The Company shall be notified in writing, as to the names of the Union Committee and Steward.

At the Company's request, should the Steward or members of the grievance committee be required to stay beyond his/her normal working hours, to discuss the adjustment of grievances, he/she will be compensated at the appropriate overtime rate.

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

### **Stage I**

Any grievance arising during the term of this Agreement must be presented for adjustment within fourteen **(14)** days after the grievance has occurred. A grievance of an employee shall be taken by the employee singly or together with the Steward and/or Union Representative directly to the



**employee's immediate supervisor and a decision thereon shall be** rendered within five (5) days from the presentation of the grievance.

#### 8.04 (a) **Stage II**

If this decision is not satisfactory to the aggrieved employee, the grievance shall be made in writing, and signed by the aggrieved employee and/or a Steward, and shall be presented to the Company by himself or together with the Union Steward and/or Union Representative, within seven (7) days from the date of the decision under paragraph 8.03 above, and shall be dealt with at a meeting of the Steward's Committee and Management, and such decision shall be rendered within seven (7) days or within such further time as may be mutually agreed.

**8.04(b)** In case of discharge or suspension by the Company, the Company will, within four (4) days, notify the employee in writing of the reason for the discharge or suspension. A copy of such notice shall be **submitted** to the Union Steward within four (4) days. A grievance arising from a claim by an employee that his discharge or suspension by the Company was **unjust** or contrary to the terms of this Agreement must be dealt with in writing by both parties and must be presented to the Company no later than ten (10) days after the written notice of the discharge or suspension. The grievance shall be introduced at this stage.

8.04 (c) Grievances which involve Company wide

interpretation, administration or alleged violation of the Agreement, shall be made in writing, and delivered to the opposite party within ten (10) days of the occurrence on which the grievance is **based**, and shall be dealt with by Representatives of the Company and Representatives of the Union.

#### 8.05 Stage III

In the event that the grievance is not settled in the above manner, it shall be referred to the General Manager of the Company or his Representative and a Union Committee accompanied by the Union President or his Representative **within** (30) days from the date of the decision under paragraph 8.04 above.

#### 8.06 Stage IV

In the event that the grievance is not settled in the above manner, **it** shall be referred to arbitration in accordance with the Labour Relations Act, and Notice of Processing to Arbitration shall be made on the opposite party within twenty (**20**) days of the decision rendered under section 8.05 above.

Nothing contained in this Article shall prevent the parties from mutually agreeing to a single arbitrator.

8.07 Saturdays, Sundays and Holidays shall not be included in any time limits in this Article of Agreement. The time limits mentioned in this

article may be extended by mutual agreement, but otherwise time shall be of essence. Failure on the part of the grievor to comply with time limits shall be deemed to be an abandonment of the grievance.

## **ARTICLE IX - NO STRIKE - NO LOCKOUT**

9.01 There shall be no strikes called or supported by the Union or its members, and no lockout caused by the Company during the life of this Agreement or any renewal thereof.

## **ARTICLE X - WORKING CONDITIONS**

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

A complete safety inspection shall be carried out once a month, by a minimum of six members of a Health and Safety committee, (one from the Union and one from Management in their respective department). Time spent by employees on such safety activities shall be considered as time worked. The chairperson of each meeting shall make sufficient copies of the report going to the Company office, the Union office and the plant bulletin boards.

There shall be adequate First Aid Stations

supplied and maintained by the Company at each Plant. Such station to meet the standards of the Workers' Compensation Act and the provisions of the Industrial Safety Act.

Adequate First Aid Kits shall be supplied and maintained by the Company at suitable locations, throughout the Operations. Adequate transportation facilities and/or arrangements shall be provided by the Company for sick or injured employees.

The Company is responsible to see that a qualified First Aid person be available at all times during working hours.

10.01(1) All mobile equipment to be equipped with fire extinguishers, and it will be the responsibility of the operator to make sure that they are kept full at all time.

The Company agrees that it will provide tradesman fire insurance coverage against loss by fire or damage of the tools and tool chest required by such tradesmen, to the full value of such tools on Company property. To qualify for the above, tradesmen will supply an itemized list of tools and amend it as needed.

### **Tool Allowance**

**Effective June 1, 1997, the following trades classification will receive a tool allowance based on the hours worked in the previous year:**

Millwrights, mechanics and machinist  
- \$0.10 per hour

Electricians, carpenter, millwright oiler  
and Welders \$0.05 per hour

In the event of a tool being damaged through the normal course of work, the employee will first seek replacement from the supplier and if not successful, the tool will be replaced by the Company.

10.01(b) The company will provide free of charge the following safety apparel and equipment, gloves (smaller gloves for women), rain suits, coveralls for all maintenance work, welding shields, aprons and hard hats, safety glasses and ear protection where required. The Company will ensure that adequate safety switches are installed as required on machinery throughout the plant.

10.01(c) The Company agrees to pay a flat allowance of forty (\$40) effective January 1, 1997 to each employee, each year with the first pay of June, as a compensation for approved safety boots.

The Company agrees to pay an allowance effective January 1, 1997 of ninety dollars (\$90.00) maximum to each employee, each year to assist in the purchase of prescription safety glasses/frames for the workplace.

10.02 It is agreed that during the life of this Agreement, there shall be no reduction in existing privileges.

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10.03(a) The Company will provide adequate lunchroom space and ventilation, and will install a low heat oven.

The Company will endeavour to get the telephone Company to ~~install~~ pay phone, in a booth, in each lunchroom.

10.03(b) Car plug-ins shall be provided for employees' cars at the Company's parking lot and the power to be on at all time.

10.03(c) The Company will endeavour to provide adequate vacuum cleaners for employees' clothes.

10.03(d) Adequate lockers will be provided for all employees by the Company. When new **lift trucks** are purchased, they will be equipped with power steering.

10.04 The Company **will**, in consultation with the Union, take such measures as required to improve ventilation, heating and dust control in the plant and lunchroom.

Company will add **fans** and make all possible effort to eliminate smoke as much as possible from the plant.

10.05 Employees will be paid by direct deposit every week on Thursday and stubs in separate sealed envelopes will be given the same day. **Stubs** will also be available for those that want them at the **main office from 1:00 to 3:00 p.m.** each Thursday.

**ARTICLE XI - HOURS OF WORK**

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

For employees who are scheduled to work on a three (3) shift operation, the work week shall consist of forty (40) hours, eight (8) hours per day beginning at 12:00 midnight Sunday to 12:00 midnight Friday, in accordance with the following schedule on the basis of rotation every week:

No. 1 shift - 12:00 p.m. to 8:00 a.m.

No. 2 shift - 8:00 a.m. to 4:00 p.m.

No. 3 shift - 4:00 p.m. to 12:00 p.m.

(See Letter of Understanding "Work Week")

11.01(b)           For employees who are scheduled to work on a two (2) shift schedule, the work week shall consist of forty (40) hours, eight (8) hours per day beginning at 8:00 a.m. Monday to 1:00 a.m. Saturday, in accordance with the following schedule on the basis of rotation every week:

No. 1 shift - 8:00 a.m. to 4:30 p.m.

No. 2 shift - 4:30 p.m. to 1:00 a.m.

11.01(c)           For employees who are scheduled to work on a one (1) shift operation, the work day shall consist of eight (8) consecutive hours between the hours of 8:00 a.m. to 4:30 p.m., mealtime excepted with half hour for lunch not paid.

11.02(a) Employees on two (2) shift operation, will be allowed (2) 15 minutes coffee break on Company time at mid point of each half shift and 30 minutes lunch break not paid at the mid point of each shift.

The above will only apply when on a two (2) shift plant wide operation, except the dryer and core composers.

11.02(b) When the plant is on a three (3) shift operation, employees who are scheduled to work on a two (2) shift schedule will be allowed two (2) fifteen (15) minute coffee breaks on Company time to be taken at the mid-point of each half shift and a thirty (30) minute paid lunch break at the mid-point of each shift for a total of eight and one half (8 1/2) hours. The half hour paid lunch break will be paid at straight time.

Employees on three (3) shift operations will be allowed one half (1/2) hour for lunch on Company time to be taken between the fourth and fifth hour.

11.02(c) All employees on shift rotation will be allowed a (1) one 10 minute coffee break on Company time to be taken at the mid-point of each half shift.

All employees working straight day shift will be allowed (1) one - (15) fifteen minute coffee break on Company ~~time~~ to be taken at the mid-point of each half shift.



11.02(d) Individual employees can elect to spend their lunch break either in the lunch room or outside of the Company premises, but if they elect to go out, they will be required to punch their cards when going and when returning to work.

Trades people whose lunch is taken on Company time will not be allowed to leave the premises during lunch on evening and night shift, However, permission to leave the premises will be granted for special circumstances.

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

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

11.03(b) The hours of work of all employees shall be scheduled and posted on Thursday of the previous week. The starting and stopping times shall remain constant and fixed during the weekly period, subject to the following:

An employee's scheduled shift may be changed at the Company's request, provided he is paid one and one half times his regular rate for the

first shift worked after the change. When the employee reverts to his original shift, he shall be paid at his regular straight time rate provided that there is a break of at least eight (8) hours between the shifts worked.

11.04(a) Time worked in excess of eight (8) hours per day or shift, all hours worked on Saturday and all hours worked by an employee outside his scheduled shift shall be paid for at the rate of time and one-half, except as specified in Article 11.01, and as follows:

11.04(b) Time worked on Sunday or any of the holidays specified in this Agreement shall be paid for at the rate of double time.

For Sunday drying, including dryer feeder, dryer out feed, clean-up, lift and the core composer, work will be offered to regular employees at 1 ½ times their regular rate. Those positions which can not be **filled** by regular employees may be offered to part-time employees in accordance with Article 11.08. When the core composer is operating on Sunday the lift will be paid at double time.

11.04(c) Employees who are willing to work overtime, will be required to signify by giving their names to their supervisors each week. Overtime requirements will be distributed as equally as possible among employees who make themselves available and who normally perform the work requiring the overtime. Maintenance employees may be scheduled to work on Saturday and Sunday

and shall be paid at the prevailing overtime rates for such work. The Company will post every week an overtime list where employees can signify if they wish to work overtime the following week.

After two (2) or more hours of overtime consecutive to a regularly scheduled shift **the** Company will allow a lunch period of thirty (30) minutes to an employee **and** provide a lunch free of charge or allow the necessary time with pay to the employee to **go** home for lunch.

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

11.05 All employees scheduled to rotate on two (2) and three (3) shift operations shall receive the following amount in addition to their regular rate for each hour worked at straight time:

33¢ per hour for regular hours worked on the No. 2 shift;

39¢ per hour for regular hours worked on the No. 3 shift.

This amendment will only become effective June 1, 1996.

Effective June 1, 1997 increase

No. 2 shift to : \$0.34

No. 3 shift to : \$0.41

Effective June 1, 1998 **increase**

No. 2 shift to :\$0.35

No. 3 shift to :\$0.43

11.06 Any overtime worked on Saturday or Sunday of six (6) hours or more shall include a thirty (30) minutes lunch break.

11.07 Spare Employees

Notwithstanding any other provision of the present Agreement, the Company may employ up to three (3) Spare Employees whose working conditions shall be governed solely by the present section:

a) a spare employee is selected by the Company from regular employees who are on layoff and have recall rights; if **none** are available, he is hired specifically for that purpose;

b) he is called in when needed to replace absent employees: to that end, he must be available on one (1) hour's notice on all three (3) shift:

c) he **is** paid at the rate of the job to which he **has** been assigned including shift premium when applicable;

d) subject to his prompt response to each and every call-in which occurs that **week**, a spare employee is paid at the applicable rate for the number of hours worked during each week he is on

stand-by duty, but in no case shall **he receive less than the equivalent** of twenty-four (24) hours of pay at the lowest rate according to the Wage Schedule at Appendix 'A';

e) he is entitled to all health and welfare benefits unless otherwise specified.

f) Notwithstanding 11.07 (d), when a Saturday shift is scheduled at the core composer, lift or clean-up and the employee has not completed his/her forty (40) hour work week, they will be given priority to perform the above work at regular straight time rate, provided they have been trained in this position.

**11.08** Part-time employees (drying and core composer)

Notwithstanding any other provision in the present Agreement, the Company may hire part-time employees whose working conditions are defined in the present article:

a) they may only work in the drying operation, the core composers, lift and clean-up between 00:01 a.m. Saturday and 11.59 p.m. Saturday which constitutes their work week;

b) they may be scheduled on one (1), two (2) or three (3) shift operations;

c) they do not accumulate seniority, nor are they entitled to health & welfare benefits nor to the

pension plan;

d) they shall be paid the prevailing job rate for the work they perform but shall not be eligible for overtime pay.

## **ARTICLE XII - SENIORITY**

12.01(a) The Company recognizes the principle of seniority. Seniority shall govern in promotions, transfers, layoffs and recalls after layoff, provided the employee has the necessary qualifications of knowledge, skill and ability to perform the work required.

An employee's seniority shall be his length of service with the Company dating back to his original hiring day **or** in case his service was broken as defined in section 12.03 his hiring date after his last break in service. Employees must make all reasonable effort to notify their foreman if they are to be late for a regularly scheduled shift. The Company may require that an absence due to sickness or accident, be certified by a licensed physician, dentist or chiropractor.

An employee who has accrued seniority and is on authorized leave of absence on Union Business shall accrue seniority while on such leave

An employee who has accrued seniority and is then employed by the Union shall continue to accrue seniority **for** a period not exceeding one (1) month and retain such accrued seniority for a period

not exceeding one (1) **year, unless otherwise** mutually agreed to. An employee who has accrued seniority and is then employed by the Company in a position beyond the scope of this Agreement shall continue to accrue and retain seniority for a period not exceeding one (1) year unless otherwise mutually agreed to. Such employees may **upon proof** of Union membership in good standing, exercise his seniority to return to the bargaining unit.

**An** employee who anticipates not to be able to report for work for reasons beyond his control, must notify the Company at the earliest possible time prior to his scheduled shift. (at least one (1) hour for employees on day shift and two (2) hours for employees on night and evening shift) The Company may require that an absence due to sickness or accident, be certified by a licensed physician, dentist or chiropractor.

Before returning to work after an excused absence, an employee must advise his foreman one (1) week prior to date of return if absent for thirty (30) working days or more, and one (1) day if less than 30 working days.

12.01(b) Employees who are or become expectant mothers shall be allowed such time off as **is** medically required by their condition without loss of seniority.

12.01(c) **An** employee who has been absent from work due to accident, sickness, pregnancy or authorized leave of absence has the right to return to

the job classification he held prior to such absence, providing all other conditions of this Article are met by such said employee.

12.02(a) A new employee of the Company shall be considered a probationary employee until he has completed ~~thirty~~ (30) days of work in one period of employment, or any other time limit mutually agreed to by the Company and the Union, within a four (4) month period, after which his seniority shall date from his original hiring date. In all cases where the employee ceases to work for the Company, for reasons beyond his control, after he has completed 15 days of employment, the Company shall advise the Union in writing within two (2) days of such separation and give reasons for the separation.

12.02(b) Grievances may not be presented in connection with the discharge or layoff of probationary employees unless the discharge or layoff is claimed to be discriminatory.

12.03 An employee shall lose all seniority if he:

- a) Quits or is discharged and not reinstated.
- b) Fails to report for work following recall as provided in section 12.04 (b) or fails to return from an authorized absence on the date specified unless in either case, his return to work on time is prevented by circumstances beyond his control, and he **has** taken the necessary steps to advise the



foreman,

- c) Is absent without permission for two (2) consecutive days unless such absence is for reasons beyond his control and he has taken the necessary steps to advise the Company.

12.04(a) In case of layoff, the Company will notify in writing the employees intended to be laid off **and** the Union Steward at least five (5) days in advance. In cases where the lay-off is anticipated to be five (5) days or less, the Company will provide the Union with two (2) days' notice, or pay in lieu thereof.

In cases of lay-off due to break-down, the employees affected, will be paid in accordance with Article 11.03 and will not be permitted to exercise their seniority rights to another job the same day and for the following day on their scheduled shifts. Should the breakdown last more than the above mentioned period (48) hours the employees will be permitted to exercise their seniority rights for another job on any shift in accordance with Article 12.01 (a).

12.04(b) When the date of recall is known or anticipated at the time of lay-off, employees leaving will be informed accordingly. In all other cases, notice in writing will be mailed to an employee at his given address with copy to the Union Office, at least ten (10) days, before he is required to report to work. Employees will be

required to acknowledge receipt of such notice within four (4) days and report for work on the date specified, unless other arrangements have been made in writing.

12.04(c) If as a result of a layoff or for any other reason, it is necessary to transfer an employee from one job classification to another, senior employees will be given preference. Provided the employee has the aptitudes of skill, efficiency and ability, he will be trained by the Company in order to meet the job requirements. An employee will be allowed ten (10) working days in which to qualify or such other period as may be mutually agreed to.

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

It is understood that such transfers will be made in conformity to Article 12.01 (a).

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

12.05(c) For all other transfers (including, but not limited to transfer due to inefficiency, inability, health, safety and demotions for cause,) payment shall be made at the rate for the job to which the transfer is effected.

12.05(d) Promotions shall mean advancement to a **job** which carries a higher rate of pay or is a steady day job.

12.06 1. Where a vacancy occurs immediate notice thereof will be posted on the bulletin board for a period of three (3) working days for which the Company may make a temporary appointment to such vacant job. However, in case replacement is required for a vacancy of less than fifteen (15) consecutive working days, such vacancy may be filled by temporary appointment without posting.

12.06 2. Employees will not be considered for a vacant job, unless they apply in writing during the three (3) day period on forms to be supplied by the Company. A copy of such form will be retained by the applicant. All possible effort will be made to advise absent employees of such vacancy. A copy of the notice of vacancies, along with the names of applicants, will be given to the Union Steward.

Forms for bids will **be** made available to employees and all bids will be held in a sealed box to be handled and checked only by the Plant Supervisor.

12.06 3. The vacancy will be filled by the senior applicant who, provided he has the aptitudes of skill, efficiency and ability, will be trained by the Company in order to meet the job requirements. An employee accepting the posted job shall be allowed a minimum of ten (10) working days in which to qualify or any further time as may be mutually

agreed. Failure of an employee to qualify, shall entitle him to his former job. However, said employee may be reviewed after five (5) working days and if necessary may be returned to his/her former classification if mutually agreed between the Company and the Union.

An employee who applies for any job vacancy must, if his seniority and qualifications permits, fill the vacancy he has applied for.

#### 12.06 4 Job Training Program

Agreed in principle; details to be finalized by January 31, 1997.

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

12.08 A seniority list shall be prepared and posted monthly on the bulletin board by the Company, showing each employee's name with Christian names, clock number and effective date of hiring. Copies of such list shall be mailed to the Union Steward and the Union office.

12.09 An employee who has established seniority in accordance with section 12.00 of this article shall retain such seniority for twelve (12) months during lay-off. However, for an employee not recalled, the twelve (12) month period shall be extended for another twelve (12) month period if requested in

writing by the employees affected or by the Union on his behalf.

12.10 During the course of normal operations there is an ongoing need to temporarily transfer employees to accommodate for breaks, equipment failure and unexpected absences. In such situations, notwithstanding any other provisions of this agreement, the Company may temporarily transfer employees for up to ten (10) working days without regards to seniority.

12.11 Notwithstanding any other provision of the present Agreement, the Company may create positions solely for employees assigned to suitable work under the Worker's Compensation Amendment Act 1989 (Bill 162). The Company shall not be obliged to post such positions and seniority shall not apply in the selection of employees to fill such positions.

12.12 Should an employee be laid off as a result of technological change, he/she will be entitled to one (1) week per year of service. Such entitlement will be limited to thirty (30) weeks.

### **ARTICLE XIII - BULLETIN BOARDS**

13.01 The Union shall have the right to post notices dealing with Union affairs upon bulletin boards of the Company, subject to such notices having the approval of Company management before such posting.

**ARTICLE XIV - HEALTH AND WELFARE**

14.01 Each employee who has established seniority in accordance with Article XII shall be entitled to the following benefits and the cost of these benefits will be paid in full by the Company.

14.01 a) A group life insurance benefit in the amount of \$35,000 and an accidental death and dismemberment benefit for up to a maximum of \$35,000.

Effective June 1, 1997 increase to \$37,000 and A.D. & D.

An employee who is laid off will continue to receive life insurance coverage until the end of the current insurance policy month during which he is laid off.

14.01 b) A weekly benefit providing seventy (70) percent of weekly earnings (forty hours time an employee's regular rate) up to a maximum of \$480.00 per week, effective at the date of ratification to commence on the first day in cases of a non-compensable accident and on the fourth continuous day from the commencement of a disability due to sickness and will continue for the period of disability up to a maximum of fifty-two (52) weeks. The 5/12 U.I.C. rebate will be retained by the Company.

Effective June 1, 1997, increase to \$500.00  
Effective June 1, 1998 increase to \$520.00

14.01 c) A drug plan benefit whereby an employee, **upon having a prescribed drug ordered must pay the** druggist a flat rate of thirty-five (.35) cents per prescription, the balance being covered by the carrying insurance Company.

14.01 d) A semi-private hospitalization benefit.

14.01 e) The Company's contribution to employees who are off work due to a workers' compensation claim or short term disability claim will be continued for a period of up to twelve (12) months.

14.01 f) Long Term Disability Plan (as per attached).

14.01 g) If an employee covered by the Company's present Weekly Indemnity Plan suffers a disability for which payment is in dispute with the W.C.B., Weekly Indemnity payment will be made retroactive if requested by the employee and provided he has been off work for at least one (1) month due to the disability without W.C.B. having accepted the claim and providing the employee is subject to the rules and regulations covering the Weekly Indemnity Plan. If the W.C.B. claim is subsequently established, the employee will then repay the Weekly Indemnity payments received to the appropriate fund.

14.01 h) For employee who qualify under Article XII, the Company agrees that an employee shall be paid at the regular rate for the balance of

his shift lost because **of** injury while at work. It is also agreed and understood that where an employee is unable to return to work he will be required to show proof to qualify for the above.

i) VISION CARE PLAN

The Company shall introduce and pay the full cost of a Vision Care Plan equivalent to Blue Cross \$100/24 months effective January 1, 1997 covering all employees and their dependants. Effective January 1, 1998 increase to \$125/24.

**ARTICLE XV - BEREAVEMENT PAY**

15.01 For an employee who has established seniority, when death occurs to a member of an employee's immediate family, that is, the employee's father, mother, mother-in-law, father-in-law, brother, sister, children, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, the employee will be granted leave to attend the funeral and shall be paid for eight (8) hours at his regular straight time rate for time lost up to a maximum of three (3) consecutive days. The intent **of** this clause is to allow the employee to attend the funeral without loss of earnings. The day of the funeral must be one of the three (3) days. Pay will be granted for the regular scheduled work days lost during this period. Five (5) days with pay will be provided on death of an employee's spouse or children.



Any claims for bereavement **pay** must be **submitted by the** employee to the Company in writing, along with proof of bereavement in the employee's immediate family.

It is understood that for purposes of this Article step-relatives will be considered the same as blood relatives, as listed above.

## **ARTICLE XVI - JURY DUTY**

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

## **ARTICLE XVII - DENTAL CARE PLAN**

17.01 A dental care plan with participation compulsory for all employees on the following basis:

### **I. Eligibility**

Participation in this plan is limited to

employees who have accumulated sixty-five working days of seniority with the Company.

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

## **2. Plan Design**

- a) Services and benefits as provided in Blue Cross No. 7 Basic Plan and Rider No. 1.
- b) Services and benefits as provided in Blue Cross Rider No. 2 (50%). The Plan provided for the application of the 1995 O.D.A. Schedule of Fees.

Effective January 1, 1997-1996 O.D.A. schedule.

Effective January 1, 1998-1997 O.D.A. schedule.

Effective January 1, 1999-1998 O.D.A. schedule.

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

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

### **3. Administration**

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

### **4. Premiums**

The premium cost of this plan shall be paid by the Company.

### **5. Integration**

The Plan will not provide like benefits where such are currently being provided by federal or provincial legislation.

If during the life of this Agreement federal or provincial governments shall introduce legislation to provide benefits already covered by this plan, the plan shall be amended so as to eliminate said benefits.

## **ARTICLE XVIII - MANAGEMENT RIGHTS**

18.01 The Union agrees that the Company has the exclusive right and power to manage the plant, to direct the work force, and to hire, promote, transfer or lay-off employees and to suspend or

discharge or otherwise discipline employees for just cause, provided that the Company agrees that any exercise of these rights and powers shall be subject to the express provision of this Agreement.

## **ARTICLE XIX - LONG TERM DISABILITY BENEFIT PLAN**

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

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

All costs of medical reports requested by the Company or the insurance carrier will be covered by the Company.

### **1. Eligibility**

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

### **2. Effective date of coverage**

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

effective.

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

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

### 3. Qualifying Period

An insured employee shall be eligible to receive an amount of Long Term Disability Benefit after fifty-two (52) weeks of benefits entitlement for the same disability under the Weekly Indemnity Plan. Benefit payment shall not commence during a strike until the termination of the strike.

### 4. Definition of Disability

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

### 5. Amount of Benefit (maximum monthly payment)

a) The disability benefit shall be 50% of monthly earnings as defined in (5b), up to a maximum monthly payment of \$1,450.

Effective January 1, 1997 increase to \$1,500.00.

Effective June 1, 1997 increase to \$1,600.00.

b) "Monthly Earnings" means, in the case of a day or shift worker, 173 x his regular hourly rate.

c) "Hourly Rate" means the regular rate of the employee effective immediately prior to the date on which the disability **occurred**, excluding overtime or shift bonus.

d) The benefits payable under this Plan are reduced by any primary disability payments made under the Canada Pension Plan, or any Company group disability income plan.

Benefits are not affected by War Pensions, W.C. Disability Pensions, or by any insurance policies he may have purchased himself.

## **6. Duration of Benefit**

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

b) Disability benefits will be paid one month in

arrear.

## **7. Termination of Benefits**

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

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

## **8. Exclusion**

- a) An employee receiving Long Term Disability Benefits will not be eligible for vacation or statutory holiday pay.
- b) Benefits under the Long Term Disability Plan will not be payable for claims resulting from:
  - i) Any injury arising out of or sustained while doing any act or thing pertaining to any

occupation or employment for remuneration or profit, or

- ii) Any injury or illness entitling the employee to compensation under any Workers' Compensation or similar legislation, or
- iii) Self-destruction or any self-inflicted injury, while sane or insane, or
- iv) Disability for which the employee is not under the treatment of a physician, or
- v) Alcoholism or drug addiction, unless the employee is undergoing a recognized course of treatment by a specialist in the care and treatment of alcoholism and drug addiction or the employee is undergoing regular rehabilitative treatment approved by the insurer and a licensed physician.
- vi) Disability or loss (1) while the employee is on, or could be placed on Pregnancy/Maternity leave, or (2) if employee fails to qualify for Pregnancy/Maternity leave because of failure to meet the length of service



requirements, during the period of Pregnancy/Maternity leave that the employee could be on if she qualified for such leave, in accordance with the Employment Standards Act 1974, Ontario or any other relevant provincial statutes.

## **9. Rehabilitation**

An employee receiving a amount of Long Term Disability Benefit may be asked to undergo reasonable rehabilitation measures which have been the subject or prior consultation with the employee's doctor, at no cost to the employee. If such employee refuses to undertake such rehabilitation, he may be declared not eligible for an amount of disability benefits.

## **10. Physical Examinations**

The Company and/or the insurer reserves the right to require periodical physical examinations throughout the duration of the employee's absence due to disability. Such examinations shall be conducted by a physician or physicians designated by the Company and/or insurer. Cost of physical examinations, transportation and reasonable out-of-pocket expenses related thereto will be paid by the insurer.

## **ARTICLE XX PENSION PLAN**

### **20.01 Defined contribution**

The Company agreed to establish a plan to provide pension at retirement , effective since January 1, 1987. This Pension Plan is in the form of a **\$45.00** per month per defined contribution to be deposited with a Trustee to the credit of individual account under the Plan.. The Company pays the cost of establishing the account for each employee and the ongoing cost of administration and investment is deducted from each account. Effective January 1, 1997 change **\$45.00** per month to read **\$50.00** per month. Effective January 1, 1999 change **\$50.00** per month to read **\$55.00** per month.

#### 20.02 Voluntary contribution and matching amount

Since June 1, 1988, any member of the plan who elects to **make** a voluntary contribution by payroll deduction, at the rate of **\$45.00** per month, the Company will match this with a further **\$45.00** of monthly contribution. Effective January 1, 1997 change **\$45.00** per month to read **\$50.00** per month. Effective January 1, 1999 change **\$50.00** per month to read **\$55.00**.

**20.03** The Company shall contribute one (1) unit to each member's account each month, in which a member who has not attained age 65 is entitled to receive pay for time worked or is on:

- a) Weekly Indemnity
- b) The first twelve (12) months of benefits under the Workers

## Compensation Act (Ontario)

- c) **Vacation**, or
- d) Jury Duty, Bereavement Leave, Maternity Leave, Apprenticeship Leave or other leave authorized by the Company.

20.04 Full time employees will join the plan after completing one year of continuous service. Committee to be established with equal representation from the Company and the Union as trustees into the Pension Plan.

## ARTICLE XXI - PAID EDUCATION LEAVE

21.01 The Company agrees to pay \$1,400.00 per year for Paid Education Leave.

SIGNED AT \_\_\_\_\_, ONTARIO, THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_ 1997.

FOR THE COMPANY:      FOR THE UNION:

\_\_\_\_\_  
**Stéphane Blanchette**

\_\_\_\_\_  
**Norman Rivard**

\_\_\_\_\_  
**Rick Linklater**

\_\_\_\_\_  
**Roland Laurin**

\_\_\_\_\_  
**Jean Pierre Cousineau**

\_\_\_\_\_  
**Guy Saulnier**

\_\_\_\_\_  
**Kenneth McCashew**

\_\_\_\_\_  
**Girard Lamothe**

\_\_\_\_\_  
**Léon Lamarche**

## PLYWOOD PLANT - WAGE SCHEDULE

CLASSIFICATION	<u>June1</u> <u>1996</u>	<u>June1</u> <u>1997</u>	<u>June1</u> <u>1998</u>
Carry Lift Operator	\$17.21	\$17.73	\$18.26
Debarker Operator	\$16.62	\$17.12	\$17.63
Ponds	\$16.37	\$16.86	\$17.37
<b>Swing</b> Saw	\$16.62	\$17.12	\$17.63
<b>Lathe</b> Operator 8 Foot	\$17.36	\$17.88	\$18.42
Lathe Operator 4 Foot	\$17.21	\$17.73	\$18.26
Chipper Operator	\$16.62	\$17.12	\$17.63
Clipper Table 8 Ft (2nd)	\$16.50	\$17.00	\$17.51
Clipper Table 4 Ft (2 <sup>nd</sup> )	\$16.37	\$16.86	\$17.37
Lift Truck (Production)	\$16.53	\$17.03	\$17.54
Dryer Feeder	\$16.45	\$16.94	\$17.45
<b>Dryer Discharge 8 Foot</b>	<b>\$16.62</b>	<b>\$17.12</b>	<b>\$17.63</b>
<b>Dryer Discharge 4 Foot</b>	<b>\$16.62</b>	<b>\$17.12</b>	<b>\$17.63</b>
<b>String</b> Machine Operator	\$16.45	\$16.94	\$17.45
Core Composer	\$16.62	\$17.12	\$17.63

**CLASSIFICATION**

	<b>June 1</b>	<b>June 1</b>	<b>June 1</b>
	<b>1996</b>	<b>1997</b>	<b>1998</b>
<b>8' Core Composer</b>	<b>\$16.62</b>	<b>\$17.12</b>	<b>\$17.63</b>
Core Saw	\$16.62	\$17.12	\$17.63
Patcher	\$16.53	\$17.03	\$17.54
Clean-Up Man	\$16.37	\$16.86	\$17.37
Glue <b>Area</b> Supervisor	\$16.93	\$17.44	\$17.96
Glue Spreader Feeder	\$16.72	\$17.22	\$17.74
Glue Spreader (Lay-up)	\$16.93	\$17.44	\$17.96
Glue Spreader (Outfeed)	\$16.72	\$17.22	\$17.74
Press (Lead)	\$16.69	\$17.19	\$17.71
Press (Helper)	\$16.53	\$17.03	\$17.54
Trim Saw Grader	\$16.76	\$17.26	\$17.78
<b>Rtty</b> Line	\$16.53	\$17.03	\$17.54
Sander (Lead)	\$16.76	\$17.26	\$17.78
Plywood Repair	\$16.53	\$17.03	\$17.54
Spare Man	\$16.93	\$17.44	\$17.96
Shipping	\$16.37	\$16.86	\$17.37
Lift <b>Truck</b> (Shipping)	\$16.53	\$17.03	\$17.54
Handyman	\$16.89	\$17.40	\$17.92

**CLASSIFICATION**

	<b>June 1</b> <b><u>1996</u></b>	<b>June 1</b> <b><u>1997</u></b>	<b>June 1</b> <b><u>1998</u></b>
Knife Grinder	\$17.52	\$18.05	\$18.59
Veneer Grader	\$16.73	\$17.23	\$17.75
Electrician Lead	\$20.48	\$22.13	\$22.79
Electrician A	\$19.83	\$20.68	\$21.30
Electrician "I"	\$19.16	\$19.73	\$20.32
Electrician "II"	\$18.38	\$18.93	\$19.50
Electrician "III"	\$18.10	\$18.64	\$19.20
Electrician "IV"	\$17.82	\$18.35	\$18.90
Electrician Helper	\$16.89	\$17.40	\$17.92
Millwright Lead	\$20.48	\$22.13	\$22.79
Millwright "A"	\$19.83	\$20.68	\$21.30
Millwright Oiler	\$19.83	\$20.68	\$21.30
Millwright "I"	\$19.16	\$19.73	\$20.32
Class "A" Millwrights, Millwright Oiler and Class "A" Electricians			

Effective June 1, 1997 increase by 0.25

Effective **January** 1, 1999 increase by \$0.34

**CLASSIFICATION****June1  
1996    1997    1998**

Millwright "II"	\$18.38	\$18.93	\$19.50
Millwright "III"	\$18.10	\$18.64	\$19.20
Millwright "IV"	\$17.82	\$18.35	\$18.90
Millwright Helper	\$16.89	\$17.40	\$17.92
Machinist "A"	\$20.40	\$21.01	\$21.64
Machinist "I"	\$19.67	\$20.26	\$20.87
Machinist "II"	\$18.95	\$19.52	\$20.11
Machinist "III"	\$18.67	\$19.23	\$19.81
Machinist "IV"	\$18.36	\$18.91	\$19.48
Machinist Helper	\$17.43	\$17.95	\$18.49
Welder "A"	\$20.40	\$21.01	\$21.64
Welder "I"	\$19.67	\$20.26	\$20.87
Welder "II"	\$18.95	\$19.52	\$20.11
Welder "III"	\$18.67	\$19.23	\$19.81
Welder "IV"	\$18.36	\$18.91	\$19.48
Welder Helper	\$17.43	\$17.95	\$18.49



**CLASSIFICATION****June 1    June 1    June 1**  
**1996    1997    1998**

<b>Mechanic "A"</b>	<b>\$20.40</b>	<b>\$21.01</b>	<b>\$21.64</b>
<b>Mechanic "I"</b>	<b>\$19.67</b>	<b>\$20.26</b>	<b>\$20.87</b>
<b>Mechanic "II"</b>	<b>\$18.95</b>	<b>\$19.52</b>	<b>\$20.11</b>
<b>Mechanic "III"</b>	<b>\$18.67</b>	<b>\$19.23</b>	<b>\$19.81</b>
<b>Mechanic "IV"</b>	<b>\$18.36</b>	<b>\$18.91</b>	<b>\$19.48</b>
<b>Mechanic Helper</b>	<b>\$17.43</b>	<b>\$17.95</b>	<b>\$18.49</b>
<b>Carpenter</b>	<b>\$19.67</b>	<b>\$20.26</b>	<b>\$20.87</b>
<b>Carpenter Helper</b>	<b>\$17.43</b>	<b>\$17.95</b>	<b>\$18.49</b>

**Leads: Effective January 1<sup>st</sup>, 1997 - increase to \$1.00 above the highest trade rate.**

## JOB DESCRIPTION FOR TRADES AND HELPERS

### 1. Millwright Trade

#### Millwright Helper

Works as a trades helper, will be assigned to and take necessary direction from a Millwright "II", "I", "A" or "Lead".

A helper must be capable of performing independently wash jobs, greasing and oiling.

Shall be up-graded prior to or at the end one (1) year period to Millwright "IV".

#### Millwright "IV"

Shall be qualified to assist and work under the direction and instructions of Millwright "II", "I", "A" or "Lead". He will work alone at time performing assignments in keeping with his training.

During the course of his year, trainee must become proficient in good millwrighting practices in the areas of fitting, aligning, lubricating and the operation of all shop tools and machines. In addition to the foregoing, he will be exposed to and begin the process of learning techniques required in trouble shooting key production machinery,

pipefitting, basic welding and machining, but will not be expected to display a high degree of proficiency in these areas at this point.

### Millwright "III"

Must be capable of performing the tasks of fitting, aligning, lubrication and able to operate all shop tools and machines.

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

Under direction, will continue to develop skills in trouble shooting all plant equipment and improve his skill at machining parts and be exposed to basic principles of hydraulics and pneumatics.

He may work alone occasionally, but will require direction and instructions from Millwright "II", "I", "A" and "Lead".

### Millwright "II"

Must be capable, without direction, of fitting, aligning and lubricating, and taking apart and reassembling plant equipment. In addition, is expected to be able to weld, operate shop tools and do pipefitting as required.

Must under direction, become proficient at effective methods of trouble shooting and repairing hydraulic, pneumatic and mechanical faults in plant

machinery.

Must under supervision, become proficient at reading and understanding blue prints, all phases of installing new equipment, laying out hydraulic and mechanical drives and meet speed and power requirements correctly.

### Millwright "I"

Must be capable without direction, of performing all practices under Millwright "II", "III" "IV". Must take full responsibility for work done by himself or his assistant.

### Millwright "A"

Must be in possession of a Millwright Certificate.

### Millwright "Lead"

A millwright "Lead" must possess the qualifications set out under Millwright "A" and seniority shall not apply in the selection.

## 2. Electrician Trade

### Electrician Helper

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

**Shall under** the direction **and** supervision of the Electrician and Supervisors perform work common to the electrical trade on all types of machines and equipment used in the production of Plywood.

Shall be up-graded prior to or at the end of one (1) year period to Electrician "IV".

#### Electrician "IV"

**shall** have successfully passed exams following his **1st** year of apprenticeship in the electrical trade, or shall have completed one year in the classification of electrician helper.

Shall under direction from the electrician or supervisor obtain practical experience at the plant level allied to the 2nd year theory taught at the Provincial school and will be expected to perform work common to the Electrical Trade on all types **of** machines and equipment used in the production of Plywood.

#### Electrician "III"

**shall** have successfully passed exams following his 2nd year of apprenticeship in the electrical trade, or shall be capable:

Under the direction of an Electrician "II", "I", "A" and "Lead" to install and maintain all electrical equipment in the plant.

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

### Electrician "II"

**shall** have successfully passed exams following his 3rd year of apprenticeship in the electrical trade, or shall be capable:

Of assuming responsibility for the installation and maintenance of **all** electrical equipment in the plant.

**shall** continue to gain practical experience allied to subject material taught in the fourth year or apprenticeship.

### Electrician "I"

**shall** have successfully completed the **full** course for the trade **of** maintenance electrician and received a certificate of apprenticeship or:

Shall be proficient in the installation and maintenance of **all** electrical equipment in the plant and assume responsibility for all work done by himself and his assistants.

**NOTE:** Providing he **has** completed the time in the trade necessary to write for a provincial trade certificate, he may write for such certificate and receive the "I" rate immediately following successfully passing the examinations.

**Electrician "A"**

Must be in possession of a Provincial Journeyman Trade Certificate.

**Electrician "Lead"**

An electrician "Lead" must possess the qualifications set out under electrician "A".

**3. Mechanic Trade****Mechanic Helper**

Work as a trades helper, will be assigned to and take necessary direction from Mechanic "II", "I", "A" or "Lead".

Must be capable of performing independently, wash job, oil changes, greasing and tire repairs.

**shall** be up-graded prior to or at the end of one (1) year period to Mechanic "IV".

**Mechanic "IV"**

Shall be qualified to assist and work under the direction and instructions of Mechanic "Lead", "A", "I" or "II". During the course of his year training, he will be exposed to and begin the process of learning techniques required in trouble shooting key production equipment, but will not be expected to display a **high** degree of proficiency at this point. A Mechanic Class "IV" will commence **to** accumulate

common mechanical tools.

**Mechanic "III"**

He shall be capable under direction of performing all jobs assigned to him in an efficient manner on gasoline and/or diesel powered equipment and other equipment generally used in company operations.

**Mechanic "II"**

He shall be capable without direction of performing all jobs assigned to him in an efficient manner on gasoline and/or diesel powered equipment generally used in Company operations and will be required to direct assistants working under him.

**Mechanic "I"**

Must be qualified to carry out the responsibilities of the trade as outlined by the Act. He must assume full responsibility for all work performed by himself or his assistants. Must be in possession of a Provincial Trade Certificate as recognized by the Ministry of Labour of Ontario.

**Mechanic "A"**

Must be in possession of a Provincial Trade Certificate as recognized by the Ministry of Labour of Ontario.

**Mechanic "Lead"**



A mechanic "Lead" must possess the qualifications set out under Mechanic "A".

#### 4. Oiler

Shall be capable to **perform** independently wash jobs, greasing and oiling. Required to work as an assistant to Millwrights as assigned. Shall be given the opportunity to enter into a contract of apprenticeship in the Millwright trade if he so desires.

#### 5. Welder Trade

##### Welder Helper

Required to work as an assistant to welders or Millwrights as assigned. He shall be upgraded prior to or at the end of one year period to Welder Class "IV". In the event that he fails to display the necessary aptitude for further training, he may at any time during this period be placed in other suitable employment.

##### Welder "IV"

He shall be capable under direction of performing the following:

1. Oxyacetylene and electrical welding in flat position with opportunity to work in other positions.

## 2. Cutting, soldering and brazing.

He may be assigned to **work** as an assistant to Millwrights "II", "I", "A" or "Lead" as the need may arise.

### Welder "III"

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

He may be assigned to perform under direction of **Millwright "II", "I", "A" or "Lead", tasks** normally assigned to the trade of Millwright.

### Welder "II"

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

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

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

### Welder "I"

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

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

He must be able to fabricate from a blueprint.

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

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

### Welder "A"

He must be in possession of a Welder H.P. Certificate. He **may** be assigned to perform tasks normally assigned to the trade of Millwright.

### Welder "Lead"

A Welder Lead must possess the qualifications set out under Welder "A".

### Machinist Helper

Required to work as an assistant to Machinists as assigned. He shall be upgraded prior to or at the end of one year period to Machinist Class "IV".

In the event that he fails to display the necessary aptitude for further training, he may at any time during this period be placed in other suitable employment.

Machinist "IV"

Must have satisfied to Article I of the TRADE APPRENTICE **PROGRAM**.

Machinist "III"

Must have successfully completed first year training program in that trade.

Machinist "II"

Must have successfully completed the Second Year Training Program in that Trade.

Machinist "I"

Must have successfully completed the third year Training Program in that trade, or must be capable under direction of performing all machinist jobs assigned to him in an efficient manner.

Machinist "A"

Must be in possession of a Provincial Certificate of Qualification in that trade.

Machinist "Lead"

A machinist lead must **possess the** qualifications **set out under Machinist "A"**.

## TRADE APPRENTICE PROGRAM

1) Apprenticeship openings will **be** filled in accordance with the provisions of Section 12.06 (Job Postings). Applicants to be advised that they will require grade 12 or equivalent.

(2) There will be a probationary period of up to three **(3)** months prior to entering into an apprenticeship agreement during which time the employee may return **or** failing to display the necessary mechanical aptitude, be returned to his former department without loss of Seniority.

**(3) Any** helper who fails his first year exams shall be required to be re-examined within 12 months but not earlier than 6 months. Failure to pass the re-examination will result in the apprentice being dropped from the program and returned to his former department without loss of Seniority. The above will not apply to the persons currently employed in any of the categories of Trades in the event that they shall become indentured in the future or are currently indentured.

**(4)** Once an employee enters **an** apprenticeship contract, it is expected he will continue to fulfil the obligations of the contract, including necessary training periods in a vocational school.

(5) The Company will make up the difference between the Canada Manpower Training Program allowances and the employee's normal earnings based on his regular straight time rate, multiplied by 40 hours per week. For purposes of calculation the Canada Manpower at home allowance shall be used.

(6) Providing a journeyman has completed the time in the trade necessary to write for a Provincial Trade Certificate, he may write for such Certificate and receive the "A" rate immediately following completion of his course of studies.

### MAINTENANCE TRADES ANNUAL REVIEW

Annually in the month of September, an evaluation Committee consisting of the Plant Manager or his representative and the Maintenance Supervisor, together with a qualified union Member and a Union Representative, will evaluate the performance and progress of each Helper and Tradesman below the category of "I", with a view to up-grading personnel who qualify.

If up-grading is necessary in the interim, it will be done by the Plant Manager and the Maintenance Supervisor.

**LETTER OF UNDERSTANDING****BETWEEN****NORBORD INDUSTRIES INC.  
(COCHRANE DIVISION)****AND****I.W.A. CANADA, LOCAL 1-2995**

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**Re: Safety**

There will be established and maintained a Joint Consultation Committee comprised of the Union Grievance Committee and the Union Representative(s) and Company Representatives. The Company and the Union agree that such said Committee will meet periodically and discuss matters that may arise during that period and ~~try~~ to settle them in a way that will be most satisfactory to all.

This Committee shall also have authority to consider all such question as will tend to improve conditions for all concerned in the Company's operation and make recommendations to the Company and the union accordingly. No recommendations **of** this Committee shall be effected unless final approval is given by the Company **and** the Union in the form of a written and signed agreement.

2. **Re: 10.01 (a)**

Full discussion on the matter of assistance to employees who become sick or injured at work will be brought up at the Joint Consultation Committee's next meeting.

3. **Re: 10.01 (b)**

The Company agrees to supply gloves in different sizes as required.

4. **Re: 10.03 (a)**

Adequate hot water supply for hot beverages and a telephone for local calls will be provided in the lunchroom.

5. **Re: Lay Off of 5 Working Days or Less**

Senior employee affected by a lay-off of 5 working days or less will be transferred by Company as per seniority and qualifications. Employees being so transferred, shall receive the rate of the classification to which he is transferred. In case he is transferred to a lower job classification, the employees affected shall retain the rate of his previous job classification.

6. **Re: Student**

Student hired to replace for the summer vacation will be paid at 75% of the basic rate, no matter what job classification they are performing during that period.



**SIGNED AT COCHRANE, ONTARIO THIS \_  
\_ DAY OF \_\_\_\_\_, 1997**

FOR THE COMPANY:      FOR THE UNION:

\_\_\_\_\_  
Stéphane Blanchette

\_\_\_\_\_  
Norman Rivard

\_\_\_\_\_  
Rick Linklater

\_\_\_\_\_  
Roland Laurin

\_\_\_\_\_  
Jean Pierre Cousineau

\_\_\_\_\_  
Guy Saulnier

\_\_\_\_\_  
Kenneth McCashew

\_\_\_\_\_  
Girard Lamothe

\_\_\_\_\_  
Léon Lamarche

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**LETTER OF UNDERSTANDING**

**BETWEEN**

**NORBORD INDUSTRIES INC.  
(COCHRANE DIVISION)**

**AND**

**I.W.A. CANADA, LOCAL 1-2995**

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For the anticipated construction work and/or renovation of the mill, the company and its contractor(s) if any, agree to give preference to employees on lay-off to perform manual work.

SIGNED IN COCHRANE **THIS** \_\_\_\_ DAY OF \_  
\_\_\_\_, 19\_\_\_\_.

FOR THE UNION:

FOR THE COMPANY:

\_\_\_\_\_  
Stéphane Blanchette

\_\_\_\_\_  
Norman Rivard

\_\_\_\_\_  
Rick Linklater

\_\_\_\_\_  
Roland Laurin

\_\_\_\_\_  
Jean Pierre Cousineau

\_\_\_\_\_  
Guy Saulnier

\_\_\_\_\_  
Kenneth McCashew

\_\_\_\_\_  
Girard Lamothe

\_\_\_\_\_  
Leon Lamarche

**LETTER OF UNDERSTANDING****BETWEEN**

**NORBORD INDUSTRIES INC.  
(COCHRANE DIVISION)**

**AND**

**I.W.A. CANADA, LOCAL 1-2995**

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Weekend Maintenance

1) Vacancies shall be posted as they occur and will be filled **in** accordance with the job procedure and shall be on a voluntary basis.

2) Hours of work:

	Worked	Paid	Schedule
Friday	8	8	7:00 a.m. to 3:30 p.m.
Saturday	12	14	7:00 a.m. to 7:30 p.m.
Sunday	<u>12</u>	<u>18</u>	7:00 a.m. to 7:30 p.m.
Total	32	40	

3) Overtime

All hours worked in excess of the regular work day, or in excess of the thirty two (32) hours worked per week will be paid at the rate of time and one half.

Hours worked in excess of the twelve (12) hours on

Sundays will be paid at double time.

#### 4) Vacation

For the purpose of vacation entitlement, one (1) week will be Friday, Saturday and Sunday.

#### 5) Holidays

Statutory or Floating Holidays shall be paid the same amount of hours as **if** the employee had worked.

Note: No employee will lose or gain any money as a result of the above.

If a statutory holiday falls on a Saturday or Sunday, it shall be observed on that day.

If **a** statutory holiday falls on a Monday, or any other day during the week it shall be observed on the following Friday.

6) Should a person be off on a Sunday due to sickness, he will be allowed to work two (2) eight (8) hour shifts through the week to make up eighteen (18) hours missed **for** Sunday.

7) Scheduling to remain constant, except when Christmas Day, Boxing Day and January 1st fall on a Sunday. Weekend shift employees will go back to five (5) days that week.

8) It is agreed that no current trades person shall lose their job due to the introduction of the Weekend Schedule.

SIGNED IN COCHRANE THIS \_\_\_ DAY OF \_\_\_\_\_, 1997

FOR THE UNION:

FOR THE *COMPANY*:

\_\_\_\_\_  
Stéphane Blanchette

\_\_\_\_\_  
Norman Rivard

\_\_\_\_\_  
Rick Linklater

\_\_\_\_\_  
Roland Laurin

\_\_\_\_\_  
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Girard Lamothe

\_\_\_\_\_  
Leon Lamarche