

LABOUR AGREEMENT  
BY AND BETWEEN  
TEMBEC INC.  
TEMISCAMING, QUEBEC  
AND  
CANADIAN PAPERWORKERS UNION  
LOCAL 233  
TEMISCAMING, QUEBEC  
October 1st, 1990  
**to**  
**October 1st, 1993**

**01114 (03)**

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(A) PREAMBLE

Collective Labour Agreement between

Tembec Inc.

Located at Temiscaming, Quebec  
hereinafter referred to as  
"the Company"

and

Canadian Paperworkers Union and its Local 233  
located at Temiscaming, Quebec  
hereinafter referred to as  
"the Union"

NOW THEREFORE the Company and the Union declare that the provisions of said Agreement to be as follows:

(B) TERM OF THE AGREEMENT

B.01 This Agreement will remain in effect from October 1st, 1990  
to October 1st, 1993.

B.01 a) This agreement may be renewed with or without changes on written notice given by either party, no less than thirty (30) days prior to the termination date, stating whether or not changes therein will be requested and specifying the nature of such changes.

(C) GENERAL PURPOSE OF THE AGREEMENT

C.01 a) The general purpose of the Agreement is to define the working relationship between the Company and the Union and its employees to ensure the orderly and efficient operation of the mill as well as the long term viability of the company for the mutual benefit of all concerned.

b) 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.

- c) 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.
- d) It is understood that the mill operate in the most efficient manner possible and the Management has the responsibility to determine how this can best be achieved.

(D) LANGUAGE

- D.01 a) This contract has been written in both French and English languages and the text in French is the official language.

(E) RECOGNITION

- E.O1 a) The Company **recognizes** the Union as the sole bargaining agency, authorized to represent and act on behalf of the Company's union employees, who are eligible for membership in the Union.
- b) Employees of the Company, who come under this Agreement and are entitled to membership in the Union include all those employees employed in the classification set forth in Appendix V-A, V-B, V-C except employees who are considered part of Management and confidential employees.
- \* c) Foremen will not do work normally performed by employees governed by this Agreement.

This does not apply when the foreman:

- a) trains an employee
- b) performs experimental work
- c) performs work during an emergency or during period of major problems.

3-1

ARTICLE I

UNION SECURITY

- 1.01
- a) An employee eligible for membership in the Union will join the Union within 30 days after commencing employment,
    - The Company will deduct from the salary of each new employee the initiation fee as determined by the Local Union.
  - b) An employee who is a member or who becomes a member or is reinstated as a member of the Union, shall as a condition of continued employment, maintain such membership in good standing.
  - c) Subject to the requirements of any application Provincial or Federal law, the Company shall deduct bi-weekly ~~from the~~ wages or salary owing and payable to each employee within the Union's jurisdiction who voluntarily submits a written authorization set out as Exhibit I of Appendix VI the bi-weekly membership dues, and shall remit the same to the duly designated official of the Union.
  - d) The Local Union shall advise the Company in writing of the amount of monthly deduction to apply to each employee within its jurisdiction. If there is a change in the amount of such deduction, the Company shall be advised of such change by the Union two weeks prior to its effective date.
  - e) An employee who authorized the deduction of his union dues shall not have the right to revoke his authorization for the duration of the contract year in which the authorization was signed, unless he ceases to be an employee in the jurisdiction of the Local Union to which he has authorized payment. Such revocation shall be made in duplicate on the form set out as Exhibit 2 of Appendix VI. The Company shall be relieved of its check-off responsibility if its acts on a revocation in the honest belief the employee has the right to make it.
  - f) An employee's check-off authorization shall be automatically renewed from the end of one contract year to the end of the next, unless the Company received, at least (2) two

weeks before the end of the then current contract year written notice from the employee, in duplicate on the form set out as Exhibit 3 of Appendix VI that he does not intend to renew his authorization.

- g) With the monthly remittance of union dues, the Company shall furnish the Union with a duplicate statement, showing the names of employees and the amount of monthly deductions made for each. Included with the list will be the names of employees for whom no deductions were made because their earnings were insufficient.
- h) The Company shall not be responsible for collecting any past or future arrears in Union dues, initiation fees, partial deductions, fines or assessments levied against the individual member of the Union.

## ARTICLE II

### EMPLOYMENT

- 2.01 \* 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 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) i) All 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.
- ii) All new employees must live within a 15 mile radius of the mills located in Temiscaming.
- e) During the first sixty (60) working days (eight (8) hour shifts) or forty (40) working days (twelve (12) hour shifts) to a maximum of 480 regular hours of work for the com

pany, an employee will be considered as being employed on a trial basis and may be released after consultation with the union, if his 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 mill service.

ARTICLE III

PROMOTION - LAY-OFF & RECALL

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 Union.

3.01 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 Union prior to implementation.

3.02 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, mill 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 every twelve (12) months 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 10.01-a) and 10.01-b) 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 of Local 233 C.P.U. 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. 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 3rd stage of the adjustment of complaint procedure. (Article 16:01 -e).
- i) The committee will be composed of one (1) Personnel and one (1) 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 who applies for a job posting, as per Article 3.02 and is accepted, must wait two (2) years after completion of training to be eligible to apply for another posted job.

- \* An employee who applied for a posted job as per Article 3.02 and is accepted for a 480 working hours qualifying period and, who returns to his former job, will have to wait two (2) years before he can apply for a job in that same department.
- ii) 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.
- iii) Temporary replacement for salaried union occupations will be selected from the most senior qualified employee on Section 99 or 95. This will include relief secretary, clerks, personnel officers and will exclude the permanent relief secretary.
- k) A list of successful candidates for a posted job vacancy will be posted in the mill. 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.
- l) 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 in mill service to apply, 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 as in 3.02-c) above 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.

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- \* n) An employee who transfers from one mill to another (Tembec, Ternboard) will have to go through the Section 99 or 95 of the mill from where he comes from if he decides to go back; unless it results from the application of Article 3.02.

3.03 Promotion:

27 a 1

Established positions will be posted within thirty (30) days, when they are vacant.

- a) Promotion from one step to the next higher step within a line of progression will be on the basis of job service and ability.
- 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.
- c) 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 service will be provided with a training and trial period to demonstrate his ability and so on.
- d) 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.
- f) Notwithstanding Article 3.03-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) weeks, but less than three (3) months, the most senior employee in order of departmental service 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 shopsteward or union representative.

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

#### 3.04 Freezing:

- a) The policy is to disallow freezing of an individual, unless the employee's welfare or the needs of the Company are best served by freezing or demotion to a position of less responsibility.
- b) For each department, a list and quota of the maximum number of allowable frozen employees will be established
- c) Once the department quota defined in (b) is filled, Article III of the Labour Agreement will apply for other employees frozen, either voluntarily or by Management decision. Should there be significant changes in an established line of progression, this paragraph, after consultation with the Union may be waived or amended.
- d) Employees frozen as of December 1 st, 1974, will not be affected, even if the quota is exceeded, but the surplus will disappear with attrition.

\* 3.05 Demotion & Lay-Off:

- 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.
- b) Amongst tradesmen, the junior in point of maintenance department service regardless of class will be the first to be demoted. However, it is understood and agreed that the provisions of this section may be modified insofar as necessary to retain the kinds and degrees of skills required to ensure efficient operation of the mill
- 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 mill service who has the aptitude to assimilate the necessary knowledge and training.
- c) 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 mill service 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 progression and he does not have the mill service necessary to claim an entry job in another line of progression as per 3.05-c), while there are more junior employees in point of mill service classified on jobs at the second level of a line of progression, the most senior employee in point of mill service on a bottom job who has the qualifications required for promotion and is capable of performing the duties on the job held by the most junior employee at the second level

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will displace the junior. This will create a job vacancy on an entry job which may be claimed under the provisions of paragraph 3.04-a).

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.

22 c

### 3.06 Transfers to Non-Union Occupations:

a) An employee who has been promoted or transferred to a job outside the bargaining unit will retain for a period of twelve (12) months, all rights he had while in the bargaining unit. Should circumstances make his return to the bargaining unit necessary during this twelve (12) month period, he will be reinstated in the line of progression on the job he would have performed if he had not left.

b) Once an employee has occupied a non-union position for twelve (12) consecutive months, he will immediately cease to pay union dues and lose all rights listed in a) above. In the event that circumstances make his return to the bargaining unit necessary, he will retain his mill seniority accumulated as a union member to displace the most junior employee from the spare list that he originated from.

### 3.07 Recall:

Employees who have been laid off shall be entitled to be re-employed as opportunity exist by mill service provided.

a) The employee entitled to re-employment 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.

- b) 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 re-employment.
- c) Should an employee who has been laid off not be re-employed on the basis set forth, the Union will be advised of the reasons therefore in writing.
- d) 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 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 3.07-a).

3.08 Notification:

226-1

- a) The Union will be notified bi-monthly of all manpower changes, including hirings, promotions, demotions, overtime by whom, and what department, transfers, lay-offs and recalls.
- b) The Union will be supplied copies of lists of service records for all employees. These lists will be amended every three (3) months provided there has been a change in Personnel.

3.09 Service is defined as follows:

- a) Complex seniority begins from date the employee is hired at the Temiscaming complex.

- b) Mill seniority on the first day that an employee is established in a mill; for that particular mill.
- c) Department seniority - When an employee is permanently transferred into a line of progression.
- d) Job seniority - When an employee is permanently transferred to an occupation within a line of progression.
- e) Seniority with the Company for employees hired after December 4th, 1973 will be established as complex seniority and credited from date of employment.

#### ARTICLE IV

##### NORMAL OPERATION AND SHUTDOWNS

- 4.01 The mill will operate continuously throughout the year with downtime only as required under the following conditions: customers orders, maintenance, construction, breakdowns, and the statutory holiday as per Article 10.03-a)-j).
- 4.02 With the purpose of keeping contracting-out to a minimum and notwithstanding Article 9.06, during the week of a total mill shutdown, maintenance employees may be scheduled to work twelve hour days as required to a maximum of three days out of five. Time and one half will be paid after their eight (8) regular hours of work. This Article will not be used more than twice a year per employee.

#### ARTICLE V

##### REPAIRS AND MAINTENANCE

- 5.01 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. Along these lines, operating personnel will be trained and expected to make simple equipment maintenance adjustments, certain lubrication procedures, cleaning, inspections, etc. In the event of a breakdown, operators may be called upon to assist mechanics when this will expedite the repairs.

In these cases of emergency, mechanics will be expected to perform tasks in any trade skill where in they are capable, provided that the call-out procedure is adhered to.

## ARTICLE VI

### JOB CLASSIFICATION

6.01 All jobs coming under this agreement with the exceptions of maintenance occupations will be classified through the joint classification plan.

6.02 The Joint Classification Plan will operate as follows:

a) Committees:

There will be three (3) committees:

- i) Two local Evaluation Committees will be established in the mill. One Committee will be for hourly rated occupations, the other for salaried clerical occupations. The above committees will prepare and write job descriptions
- ii) Each local Evaluation Committee will be comprised of four (4) members two (2) designated by Management and two (2) designated by each party to replace in case of illness, vacation, etc.
- iii) A third Joint Classification Committee shall be comprised of four (4) members, two (2) from Management and two (2) from Union.

This committee will evaluate hourly and salaried occupations in the mill. They will inform the local Evaluation Committee of the applicable job classification.

- iv) In the event that agreement cannot be reached by the Joint Classification Committee, the question will be referred for final resolution to a committee consisting of one (1) National Officer nominated by the Union and one (1) person designated by Management. They will inform the Joint Classification Committee of its disposition of the case.

b) Classification:

- i) Salaried employees within the jurisdiction of the Union will be classified according to Appendix I.
- ii) Hourly employees within the jurisdiction of the Union will be classified in relation to the base rate (Class 1) and as shown in Appendix II, A), B), C) and D).
- iii) In the event that new jobs are created or significant changes occur in existing jobs, either party may request the local Evaluation Committee to arrange to prepare for a job description and its submission to the joint classification committee for classification. The request must be made in writing, outlining the reasons for the request.

The incumbent of the job in question will receive the rate applicable to the job classification determined as outlined above, effective the date the job was created or significantly changed.

c) Red Circle Rates:

24-9 In cases where the Job Classification results in a rate lower than in effect, the rates will be maintained as "Red Circle" for all regular employees classified on that job as of December 4th, 1973.

- ii) As required, the regular incumbent of a job will be red circle.

- iii) Employees established in the line of progression as of December 4th, 1973 who have been relieving on the job at least twenty (20) days in the last twelve (12) months, will be red circled when replacing in the future.
- iv) Exceptions will apply only on jobs where a temporary rate is being paid pending evaluation.
- v) Employees referred to in 6.02-i) will receive the full amount of general increases.
- vi) Individual red circle rates will disappear through attrition.

\* Protected Rates:

In the event where wage scales would be merged during the life of the contract, the company commits itself that no employee will see his established rate reduced due to such a merging.

6.03 Mechanical Trades:

Classification and specifications of mechanical rates will apply as per Appendix III.

ARTICLE VII

WAGES AND SALARIES

7.01 Wage Rates:

The wages rates in Appendix V-A, V-B, V-C and V-D attached, will be in effect for the duration 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.

7.02 a) Salaried Replacement:

i) Promotion:

An employee who is promoted to a position in a higher grade than the one he or she holds a job, will receive

an adjustment of eight percent (8%) or the minimum for the grade to which he or she is promoted, whichever is the greater. However, in no case shall his or her salary exceed the maximum for the grade to which he or she is promoted.

ii) Replacing:

When an employee replaces another employee in a higher grade, he or she will be transferred temporarily to the job in which he or she is replacing and will receive an adjustment of eight percent (8%) of his or her rate or the minimum rate for the job to which he or she has been transferred, whichever is the greater, on the first (1 st) day of replacement. However, in no case shall an employee receive a salary higher than the maximum for the grade of the job on which he or she is replacing.

iii) Non-union Replacement:

When an employee replaces and is assigned the duties of an employee on a job outside the bargaining unit, the upward adjustment will be eight percent (8%)

\*iv) An employee replacing on a union salaried position will accumulate his hours to progress up to the maximum level of the position.

7.02 B 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.

7.03 Salaried Progression:

a) Progression from the minimum to the maximum salary in each grade in accordance with the time set forth in Appendix V-B which is attached hereto and which forms part of this agreement, will be automatic unless the Management of the Company makes a positive finding that the employee's work has not been satisfactory, and provides the employee with the reason therefore in writing.

- b) Secretarial pool employees will receive progression set forth in Appendix V-B. Total number of hours worked will be computed to determine the total number of days accumulated.

#### ARTICLE VIII

##### SHIFT DIFFERENTIALS

8.01 Shift differentials as indicated:

- \* a) i) 16h00 to 24h00: 0.42\$ per hour ✓  
ii) 24h00 to 08h00: 0.56\$ per hour ✓  
iii) 20h00 to 08h00: 0.60\$ per hour. ✓
- b) Differentials will not apply to overtime work. 56
- c) Overtime will not be calculated on shift differentials.

#### ARTICLE IX

##### HOURS OF WORK & SCHEDULING

9.02 Normal Work Week: 34.5

The normal work week for employees will be eight (8) hours per day, five (5) days per week and a total of forty (40) hours provided that however the Company may schedule an employee's working time so that the employee works an average of forty (40) hours per week in any designated period. The normal work week for office and salaried employees shall be thirty-seven and a half (37-1/2) hours.

Terms and conditions of the 12 hour agreement dated April 21 st, 1980 as appended will apply.

a) Day Workers:

Normal hours of work for day workers will be from 08:00 hours to 16:00 hours.

i) 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.

ii) Existing lunchrooms located at the closest to the place of work will be used and shared by various groups of employees.

iii) 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 15:45 to allow employees to return to their shop and wash up.

iv) Day workers will be at their respective places of work and ready to start working at 08:00 and will not leave their places of work before 15:45.

b) Tour Employees:

i) Tour employees shall be organized into three(3) tours and shall work eight (8) consecutive hours upon each tour or two (2) twelve (12) hour tours as follows:

- 08:00 to 16:00 hours
- 16:00 to 24:00 hours
- 24:00 to 08:00 hours
- 08:00 to 20:00 hours
- 20:00 to 08:00 hours

ii) Tours shall rotate in sequence weekly.

iii) Tour workers shall be at their place of work at the start of their shift and at the end of their shift. A tour worker may not leave his place of work until his mate has reported to him to take the responsibility of the job. A

shift worker will not be required to remain for more than sixteen (16) hours, however, he must advise his Supervisor prior to leaving the job if no relief is available.

iv) Four employees will relieve on the job, and will do so within the one half hour prior to the commencement of their regular scheduled shift. Relieving time will be uniformed throughout the mill.

c) Salaried Employees:

The normal working day shall be seven and one-half (7-1/2) hours a day from 08:00 to 12:00 hours and from 13:30 to 17:00 hours. Department office hours may be altered by mutual agreement.

\* Summer hours for union salaried employees from May 1st to Labour Day each year will be from 8:00 A.M. to 4:00 P.M. with half hour not paid for lunch. Essential coverage will have to be maintained until 4.30 P.M.

d) When it is necessary to maintain crews outside the normal work schedules outlined above, this will be arranged by mutual agreement.

e) The hours of work outlined above may be amended by mutual agreement, if deemed to be in the best interest of both parties. Overtime provisions outlined in item 9.05 would be amended to conform with the new hours of work.

9.03 Calculation of Pay:

a) An employee who arrives late or who leaves early:

i) up to fifteen (15) minutes will lose pay for fifteen (15) minutes time worked;

ii) more than fifteen (15) but not more than thirty (30) minutes will lose pay for thirty (30) minutes time worked; and so on for successive fifteen (15) minute period.

iii) pay period will be Friday each week.

9.04 Days Off & Scheduling of Shins:

- a) Work schedule and days off shall be posted in each department not later than 08:00 hours on the Thursday preceding the week in which the days off or days of work are scheduled.
- b) In case of emergency or by mutual consent, an employee's scheduled day off or days off may be changed by the employee's Supervisor on not less than twenty-four (24) hours notice prior to commencement of his or her regular shift with the assignment of some other day or days off during the same week.
- c) Notwithstanding Article 9.04-a), General Services work schedule will be posted in the personnel office no later than 15:00 hours on the Thursday preceding the week in which the schedule will be applied.
- \*d) One (1) weeks notice will be given by Management before changing a general pattern of work schedule.

9.05 Overtime:

a) Day Employees:

The work day for the purpose of calculation overtime for day employees shall be from 08:00 hours to 08:00 hours.

- 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 union employees for hours in excess of their normal scheduled day of work and or all work on a scheduled day of rest or on a designated mill holiday.

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iii) Double time will be paid to all union 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 Employee:

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;
- iii) 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.
- v) all employees must be available for training. Training will be given during the employee's normal working hours. However, by exception, if training is required during the employee's day off, he will receive a minimum four (4) hours pay at his regular rate or time and one half, and the Union will be advised.

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c) Pyramiding:

There shall be no pyramiding of overtime.

9.06 Scheduling Overtime:

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- The intent is to minimize overtime work. It is agreed that the mill 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.

9.06-A

- An employee will not have to work more than eight (8) hours accumulated overtime (if he works according to the 8 hour schedule) or twelve (12) hours accumulated overtime (if he works according to the 12 hour schedule) in any one week, unless he volunteers to do so or unless he has to do so under Article 9.05-a)i).

In the case of the Finishing Department, even if an employee works according to the 12 hour schedule, he will not have to work more than an 8 hour overtime shift in any one week, unless he volunteers to do so.

9.07 Attendance and Relief:

- a) Regular attendance at work is necessary for efficiency of operations. The absence of an employee without notification and justifiable reason is considered as an offence of mill rules.
- b) If an employee has been absent from work he shall give notice to the Personnel Office of his intention to return not less than eight (8) hours before his intended return to work when his work schedule is eight (8) hours or twelve (12) hours when his work schedule is twelve (12) hours.

9.08 Call-Ins:

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- a) An employee, 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 departmental 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 departmental 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.

\*i) An employee called in under 9.08-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 vacations 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 31st, he will be paid for his hours and start over on January 1 st.

b) For the purpose of calculating call-in premium only, Sunday will be from 00:01 hours to 23:59 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 midnight and 6:00 A.M.; provided he is scheduled to work at 8:00 A.M. The employee will have the option to report at the deferred starting time.

#### 9.09 Reporting Time:

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A tour worker who reports for his regular tour and finds that no work is available will be paid four (4) hours and sent home unless a reasonable effort was made to notify him or her in advance not to report.

#### 9.10 Emergency and Non-Emergency Shutdowns:

- a) Crews affected by an emergency shutdown will be assigned such work as is available in their department, at their regular rates for the balance of the tour during which the breakdown occurs. Furthermore, crew members will be given an opportunity during the next thirty (30) days to make up any additional scheduled time lost as straight time or at time and one-half if the time lost was on a Sunday or statutory holiday, or they will be paid at the rates they would have been paid had they been able to work as scheduled.
- b) Notwithstanding Article 9.11 of the Labour Agreement, employees established in the Finishing Department who will have their shift cancelled due to changes in production in the Finishing, will be given the opportunity to work their cancelled shift at straight time, within a period of thirty (30) days.

The provisions of this clause do not apply in case of a total mill shutdown.

- c) During a non-emergency shutdown, such as for planned repairs or statutory holidays, where 9.1 O-a) and b) above do not apply, the work schedule for shift workers will not be changed, i.e. (let the chips fall where they may.)

\* For the purpose of interpreting Article 9.10, a total mill shutdown may be one of the following mills: Sulphite mill, BCTMP mill (Temcell), the Temfibre mill, the Temboard mill and the Temeco mill.

A production interruption of one of those five mills means a total mill shutdown for the employees of the mill affected.

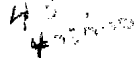
\*d) A one (1) week notice should be given before any economical shutdown.

#### 9.11 Spare List Scheduling:

Employees on the spare list, 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.

9.12 Sunday Work:



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

9.13 Putting on Wires:

- a) Employees called into the mill when the mill is in operation to assist in changing wires shall be paid for six (6) hours time or a time and one-half, whichever is the greater, and if the employees so called in are required to change wires on more than one (1) machine, they shall be paid for six (6) hours time for each wire changed.
- b) Men employed on scheduled wire changes on shutdown days will be paid for time worked, but in no case for less than six (6) hours.
- c) When it is necessary to start putting on a wire earlier than one (1) hour before the change of tour, the employees who remain beyond their tour in order to complete putting on a wire shall be paid for the period worked plus extra time of one (1) hour.
- d) If employees are called into the mill to assist in changing a wire and the wire change is not completed at the beginning of their regular work day, they will receive six (6) hours pay for the time worked before the beginning of their regular work day and straight time thereafter, providing they were scheduled to work on that day. Any employee not scheduled to work on that day will receive six (6) hours pay or time and one-half, whichever is the greater.
- e) If employees called in to assist in changing a wire are subsequently assigned work unrelated to the wire change, such work will be paid for under the provisions of the appropriate call-in clause.

ARTICLE X

FRINGE BENEFITS

10.01 a) Vacation Hourly:

In any calendar year, an hourly employee is entitled to vacation and pay based on his continuous service in the preceding calendar year. He will be entitled to one day of vacation for each complete month of service in the preceding calendar year or a maximum of ten (10) working days. Vacation time off will be whole calendar weeks for each 5 days of vacation earned and consecutive days in a calendar week for less than 5 days earned. He will be entitled to vacation pay at the time of his vacation calculated at 4% of his gross earnings in the preceding calendar year.

i) Permanent employees, who as of January 1st of any year are entitled to receive a vacation pay for 40 hours at their established rate for each week of vacation that they are entitled to; or, a vacation pay calculated as above, of their choice, whichever is the greater.

ii) Permanent employees who, as of January 1st of any year have completed nine (9) years or more of continuous employment will be entitled to four (4) weeks vacation. This vacation will be calculated at 8% of gross earnings in the preceding calendar year.

\*iii) Permanent employees who, as of January 1st of any year, have completed twenty (20) years or more of continuous employment may be entitled to five (5) weeks vacation. This vacation will be calculated at 10% of gross earnings in the preceding calendar year.

\* The vacation pay will be raised to 2.4% per week effective January 1st, 1993.

iv) Permanent employees who, as of January 1st of any year, have completed one (1) year of continuous service and who have worked at least 1,000 hours during the preceding calendar year; will be entitled to

receive a vacation pay for 40 hours at their established rate for each week of vacation that they are entitled to; or, a vacation pay calculated as above, of their choice, whichever is the greater.

- v) An hourly employee leaving the services of the Company will be entitled to vacation pay based on four percent (4%), six percent (6%) or eight percent (8%), whichever he is entitled to, of his earnings in the previous year if this has not been paid, plus four percent (4%), six percent (6%) eight percent (8%) or ten percent (10%) whichever he is entitled to, of his earnings during the calendar year in which he left the employ of the company, less any amount received as vacation pay during that year.
- vi) Earnings include, but are not limited to, wages profit sharing, non-scheduled holidays, mill holidays, sickness and accident benefits paid by the Company and Union, and vacations.

Also disability benefits under the Quebec Automobile Insurance Act, U.I.C. sickness benefits and workmen's compensation benefits in the calculation of vacation pay. This is limited only to that year that the employee earns vacation benefits as per Article 10.01 -a).

- vii) An hourly employee transferred to a union salaried position will receive on December 31st of the year of his transfer payment for vacations accumulated as an hourly paid employee during that year. He will start to accumulate vacations as a union salaried employee on January 1 st of the year following his transfer.

10.01 b)Vacation: Salaried Union and Eight (8) Grade Scale:

An employee will be allowed an annual vacation with pay of two (2) weeks at his current salary on completion of six (6) months continuous service. Vacation will be taken in the year in which it is earned.

- 09/20/05
- i) Three (3) weeks at his current salary, after five (5) years or more of continuous employment.
  - ii) Four (4) weeks at his current salary, after nine (9) years or more of continuous employment.
  - iii) Five (5) weeks at his current salary, after twenty (20) years or more of continuous employment.
  - iv) An employee who leaves the service of the company will be entitled to eight 4%, 6%, 8% or 10% whichever he is entitled to, of his earnings during the calendar year in which he leaves the employment of the company, less any amount received as vacation pay during that year.
  - v) A union salaried employee will have the option to receive his vacation pay based on his regular salary or the appropriate percentage of his earnings of the preceding year.

- 10.01 c) All employees shall not work during a schedule vacation period, or draw vacation pay in lieu of taking vacation.

Deviation from this may be authorized by management and union for exceptional reasons.

Once an employee's annual vacations have been determined and confirmed by posting, the vacation period cannot be changed unless it is done voluntarily. The employee who volunteers to work must take the time worked off at another date that is of the employee's choice.

- d) Employees eligible to receive long term disability benefits under the Union plan and for whom the medical prognosis indicates an absence of twelve (12) months or more will receive their vacation pay earned the previous

year, if any; based on the conditions that apply in case of termination of employment.

10.02 Non-Scheduled Holidays:

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- a) All employees will be entitled to one (1) non-scheduled holiday with pay for each two (2) months of work, or a total of six (6) a yearfortwelve (12) months of continuous work.
- b) A non-scheduled 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 non-scheduled 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 non-scheduled holiday has been granted it cannot be cancelled without the consent of the employee.
- d) An employee cannot accumulate more than six (6) non-scheduled holidays at any time. All nonscheduled holidays in excess of six (6) will bescheduled by the Company and must be taken by the employee.

10.03 Statutory Holidays:

- a) Statutory holidays will be 24 hours of the following calendar days:
  - New Year's Day
  - St-Jean Baptiste
  - Canada Day
  - Labour Day
  - Christmas Day

The provisions of statutory holidays are as follows:

- i) A 48 hour interruption of end production at Christmas.
- ii) Employees required to work as outlined in i) above will do so on a voluntary basis; except those required to maintain essential services.

- iii) A total of sixteen (16) hours will be paid during the 48 hour interruption of end production at Christmas.
- iv) A total of eight (8) hours pay at a time mutually agreed to.
- v) Any of the above days may be changed to a more suitable day, when such changes are mutually agreeable to employees and Management. Agreement must be made at least 30 days in advance.
- vi) Essential services will be maintained and it is understood maintenance will be scheduled on a voluntary basis on statutory holidays.
- vii) When the mill is operating on statutory holidays, the day workers will decide if all the group is to work or not and the Union will advise the Company thirty (30) days in advance.

b) Eligibility and Pay:

- i) Statutory holiday will be paid to eligible employees as follows:
  - New Year's Day (8 hours)
  - St-Jean Baptiste (8 hours)
  - Canada Day (8 hours)
  - Labour Day (8 hours)
  - 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 holiday.

- 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 workday 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 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 10.03-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, excluding the period between June 15th and September 15th.
- 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) The Company will have the option of operating one or several mills at Labour Day.

When a 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 (12) month period; at a time mutually convenient to employee and management

\* For the purpose of this Article, a 7P-7A shift where 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 the shutdown 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 one or several mills at Labour Day.

10.04 Life Insurance: 70<sup>e</sup> 100 72-900

- 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) Beginning November 22nd, 1990, 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 paid-up life insurance policy of \$5,000.00 paid by the company at the time of retirement.

10.05 Sickness and Accident Insurance:

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- \* 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 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.

- a) The Company will provide advancements to an employee for Unemployment Insurance sick benefits or benefits he is entitled to due to industrial accident.
- b) It is the responsibility of the employee to have the necessary forms completed and to furnish proof of eligibility.
- c) When there has been a delay in receiving the benefits to which an employee is 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.
- d) An employee eligible for an advancement must sign a letter of commitment to reimburse the Company when

benefits are received or to have the amount owing deducted from his pay.

10.06 Long Term Disability insurance: 7 25.00

The Company will deduct each pay day from each employee a sum of fifteen cents (\$0.15) per hour based on a 40 hour week at 2,080 hours per year. This payroll deduction shall be remitted to Local 233 on behalf of each employee.

10.07 Retirement Plan: 7 7

Note: The following is a summary only and the Retirement program for all unionized employees as attached prevails:

\*a) Module A - Retirement Security Plan: 10

Effective October 1 st, 1989 a basic retirement income of \$275.00 per month for all employees who have completed 10 years or more of service on the day of retirement and have attained age 65. The total cost is paid by the Company. 25.00

Effective January 1 st, 1991.

Benefits: \$1 5.00/month times years of service before January 1 st, 1985.

\$17.50/month for the year of service accumulated between January 1st, 1985 and January 1 st, 1986.

\$20.00/month times years of service accumulated between January 1st, 1986 and January 1st, 1988.

\$25.00/month for the year of service accumulated between January 1 st, 1988 and January 1 st, 1989.

\$27.50/month for the year of service accumulated between January 1st, 1989 and January 1st, 1990.

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\$30.00/month times years of service after January 1 st, 1990.

Effective January 1st, 1992:

\$15.00/month times years of service before July 1st, 1982.

\$17.50/month times years of service accumulated between August 1st, 1982 and January 1st, 1985.

\$20.00/month times years of service between January 1st, 1985 and January 1st, 1988.

(No changes for subsequent years).

Effective January 1st, 1993:

\$17.50/month times years of service before July 31st, 1982.

\$20.00/month times years of service accumulated between August 1st, 1982 and January 1st, 1988.

(No changes for subsequent years). An employee automatically becomes a member of the plan after completing eligibility conditions.

b) Module B - Retirement Savings and Incentive Plan:

This plan provides additional retirement income over and above the basic benefits and is optional.

The plan is composed of two parts - the savings part and the incentive part.

The savings part consists of personal registered retirement savings plan (R.R.S.P.). An employee who decides to join Module B is required to fill out an enrolment form and indicate the amount to be deducted from his or her salary. The amount may be 2%, 3%, 4% or 5% of salary and will be through payroll deduction.

- The Incentive part consists in Tembec's <sup>72-2</sup> Deferred Profit Sharing Plan (D.P.S.P.) to which the Company only contributes; for employees who participate in the R.R.S.P., the Company will automatically contribute to the D.P.S.P. on the employee's behalf; 40% of his 2%. 3%. 4% or 5% contribution to the R.R.S.P.

The Company's contributions are deposited in a D.P.S.P "regular" account which is in the employee's name, upon request all or part of his or her profit sharing will be deposited in a D.P.S.P. "separate" account in the participant's name.

c) Termination of Employment:

i) Module A:

On termination of employment after age 45 and with more than 10 years with the company, an employee will be entitled to a deferred retirement income payable from age 65; the amount will be equal to the accumulated retirement credits up to date of termination.

ii) Regardless of age or years of service on date of termination of employment, additional voluntary contributions that the employee has contributed will be refunded with interest.

R.R.S.P. Account - Full control and ownership.

D.P.S.P. Separate Account (Profit Sharing) - The balance of this account may be transferred to the individual's R.R.S.P. or have it refunded in cash.

D.P.S.P. Regular Account - The balance of this account may be transferred into R.R.S.P. or have it refunded in cash, except that the employee must have been in the service of the Company for at least 5 years or have been a participant in Module B for at least 3 years to exercise these rights.

d) Retirement:

At age 60 and later without reduction in accrued benefits under Module A.

Between age 55 and 60 accrued benefits under Module A reduced by 5% per year before age 60.

e) Module A - Disability Benefits:

An employee who becomes totally disabled before retirement, the monthly retirement credits continue to accumulate as per Article 10.07-a) for each year the employee remains disabled, provided the employee is in receipt of benefits from a long term disability plan.

Module B

The balance in the three accounts may be used to purchase an annuity from a life insurance company or the employee may leave them to accumulate with interest.

Employee contributions and those of the Company stop during the period of disability.

f) Eligibility and Participation:

To become eligible to participate in both modules of the program, an employee must have completed three (3) months of continuous service and be 18 years of age.

\* g) Employees 60 years of age or more may accumulate their non-scheduled and statutory holidays (as per 10.03-b)ix) 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.

\*h) At date of retirement, an employee will be entitled to eight (8) hours pay as per Article 10.03-a)iv) if it has not been received.

10.08 Active employees:

All employees who are regularly schedule for work and have completed sixty (60) working days of service. Employees not scheduled to work because of a curtailed operating schedule retain active employee status. Employees laid off because work is not available, and employees whose employment is terminated for any reason, are not active employees.

10.09 Meal Allowances:

Any employee who is required to work overtime of more than two (2) hours beyond his normal eight (8) hours be provided with a meal chit. An additional meal chit will be provided, if

398-060

required, every four (4) hours after the first one. Meal credits not used will be refunded for \$4.00.

10.10 Accidental Death and Dismemberment Insurance

The Company will provide at no cost to the employees, accidental death and dismemberment insurance coverage to the amount of five thousand (\$5,000) for all active employees.

10.11 a) Glasses: 2029 999 76 1

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.

\* Effective November 22nd, 1990, the Company implemented a family plan for glasses with a maximum of \$75.00 every two years per family member.

b) Dental Plan: 700 998 71-9

The Company will contribute the following amount per month towards a family dental plan for all eligible employees:

Effective January 1st, 1986: \$15.00 per month.

The amount paid to single employees plan will be reduced proportionally.

\* Effective November 22nd, 1990, a 50% coverage for orthodontic care with a maximum of \$1,000 lifetime per insured person.

c) Safety Shoes:

The Company will provide all employees, each year, with a \$70.00 voucher for the purchase of safety shoes at a merchant of their choice.

d) Major Medical: 2029 999

Major Medical premiums will be fully paid by the Company.

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

- e) 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.

10.12 Severance Pay: 301

- i) All permanent employees who are employed on a year-round basis on job within the union's jurisdiction including regular spares, who have one year or more of continuous service, will be eligible for severance pay when laid off by the Company's action because there is no work available to which seniority entitles them. 3 1/2
- ii) A laid-off employee entitled to severance pay will be paid two percent (2%) of his total earnings for the last full period of continuous service to a maximum of 52 weeks earnings. 32 3 3
- iii) The full amount of severance pay due will be paid six (6) weeks after the employee has been laid off.
- iv) An employee's recall rights will not be affected in any manner because of the payment of severance pay.
- v) An employee recalled according to the applicable recall provision in his case and it is refused, all recall rights are automatically cancelled and service terminated.

An employee recalled after having received the severance pay due him, will begin again, as of the date of return, accumulating a new period of time which will be credited towards any future lay-off.

ARTICLE XI

LEAVES OF ABSENCE 6210-1

11.01 Jury Duty and Subpoenaed Witness:

- a) The company recognizes that jury duty and subpoenaed as a witness are among the civic responsibilities of its employees, and the Company's policy is to excuse from work those employees called for such duties.

- b) Should an employee occupy a position whereby he cannot be spared or replaced, every possible effort will be undertaken to have him/her excused.
- c) An employee who is called for jury duty or subpoenaed as a witness shall be paid the difference between the pay received for such duty and his regular pay subject to the following conditions:
  - i) the employee will be required to furnish proof of jury service, jury roll call or as subpoenaed witness;
  - ii) the days eligible for such payment shall be a maximum of five (5) scheduled working days per week at his regular straight time rate for the duration of their duties;
  - iii) the employee must work his regular schedule when not required for actual jury duty or subpoenaed witness.

#### 11.02 Bereavement Pay:

- a) The intent of bereavement pay is to provide the employee with a leave of absence to attend the funeral without loss of pay.
- b) i) When death occurs to a member of an employee's immediate family and that the deceased is a brother-in-law or a sister-in-law; the employee will be granted a leave of absence, with pay, of one (1) day on a regular schedule day of work to attend the funeral.
- ii) In the event it is the mother, father, foster parent, brother, sister, father-in-law, mother-in-law, step-mother, step-father, grandmother, grandfather, step-brother, step-sister; the employee will be granted a leave of absence, with pay, of three (3) scheduled working days.
- iii) In the event it is the spouse, child, step-child or foster child; the employee will be granted a leave of absence with pay of five (5) scheduled working days.

- \* iv) In the event it is a grandchild, the employee will be granted a leave of absence, with pay, of two (2) scheduled working days.

Those leaves of absence as in ii), iii) and iv) above will be granted, exclusive of the employee's day(s) off. However, those three (3) or five (5) days must be taken within seven (7) calendar days from the day of the funeral which must be attended.

- c) In cases requiring extensive travel, the leave of absence may be granted without pay up to seven (7) calendar days, provided it is within seven (7) calendar days of the funeral. Such leave will be granted only if the request is made prior to the days of the funeral and the employee designated the days he will be off and when he is to return to work. Days allowed will be as per Article 11.02-b) above.

- \* d) Members of the immediate family are the employee's father, mother, brothers, sisters, father-in-law, mother-in-law, step-mother, step-father, grandmother, grandfather, step-brothers, step-sisters, and foster parents of adopted children, brother-in-law, sister-in-law, grandchild.

- e) To be entitled to such leave of absence, an employee must not be absent on vacation, sickness, Workmen's Compensation, leave of absence or lay-off.

- f) The qualifying employee will be paid the straight time rate of pay he would have received had he worked on his regularly scheduled days as per regular schedule of employee. He will not be paid for scheduled days off during this leave of absence.

11.03 Maternity Leave:

56/21

- a) In case of maternity, an employee will be entitled to a leave of absence without pay and will be reinstated without loss of seniority according to the following conditions:

- i) that this applied only to permanent employees;

- ii) that this leave of absence not exceed forty-one (41) weeks; however, after agreement by Union and Management the leave may be extended;

580  
586-999

iii) the employee will advise the Company of her intention of taking maternity leave at least two (2) months in advance in writing, stating how many weeks she will be absent.

b) Paternity Leave:

63 3

Employees will be granted paternity leave of two (2) days without pay.

11.04 Disability Leave - Illness or Accident:

a) Employee will report absence and his or her plans for return to work. Prior to returning to work, following an accident or extended illness, the employee must secure authorization from his physician. An employee may be required to produce a medical certificate.

11.05 Special Leaves of Absence:

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

a) Short Leave:

63 4

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 bonifide 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 Article XIX.

iv) Conditions: The employee will return to his or her former job should no changes have occurred during the absences.

In such cases where changes occurred, Article III of the Labour Agreement 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.

## ARTICLE XII

### CONTRACTING OUT

5/1

- 12.01 a) The Company agrees not to contract out repair and maintenance work, which is regularly performed by the repair crew, for which the mill 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 the repair and maintenance crews.
- c) The Company shall not contract out any type of work without prior consultation with the Union.

## ARTICLE XIII

### AUTOMATION AND TECHNOLOGICAL CHANGES

- 13.01 Although continuity of employment cannot be guaranteed, the Company is concerned about the impact from technological improvements and automation. It is essential that these improvements be utilized to the best advantages of both, the Company and the employees.
- 13.02 Automation and technological changes are defined as any changes in process or equipment resulting in reduced unit

labour cost, and subsequent reduction of department establishment.

228-1  
13.03 a) A joint committee on automation and technological changes will be established in the mill consisting of three (3) persons from Management and three (3) from Union. The Committee will study the proposed changes and make recommendations to the Mill Manager ensuring that the interest of both the employees and Company are fairly and effectively protected.

b) Notice of Implementation:

Not less than ninety (90) days prior to the implementation of any technological changes or improvements and automation, the Company shall explain the contemplated changes to the designated committees representing both, Union and Management.

13.04 In the event of a reduction in work force, Article III of the Labour Agreement will apply.

13.05 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;

b) the employee will be paid a rate mid-way between the former rate and his new 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.

13.06 A displaced employee will retain recall rights to his former department for ninety (90) days.

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13.07 An employee with at least one (1) year's continuous service who is laid off due to automation and technological changes, will be entitled to 5% of his gross earnings for the last period as severance pay upon termination of employment to a maximum of 52 weeks earnings.

- 13.08 Subject to Mill operation requirements, leaves of absence will be granted for a period of 2 months or such other period as is reasonable for employees who, due to automation or technological changes are transferred to the spare list to enable them to seek employment elsewhere.
- 13.09 An employee retains recall rights as outlined in A or B below and will be eligible for severance pay as per Article 13.07.
- a) For an employee with less than 24 months of service, a lay-off will be a determination of employment and recall rights will lapse if the lay-off lasts more than twelve (12) consecutive months without re-employment.
  - b) For an employee with 24 months or more of service, lay-off will be a termination of employment and recall rights will lapse if the lay-off lasts more than 24 consecutive months without re-employment.

#### ARTICLE XIV

##### SAFETY, FIRE AND SECURITY REGULATIONS

- 14.01 Employees are expected to follow and adhere to all rules and regulations as described in the Safety Manual.
- a) Management and the Union shall co-operate in the prevention of fire, accident, industrial diseases and loss or damage to property. Towards this end, a Joint Security Committee shall be established composed of an equal number of representatives for the employees and the employer. The minimum number shall be two (2) for each party. The Committee will function as described in Article XIX.
  - b) Employees are expected to immediately report to their Supervisor any conditions which they have reason to believe jeopardizes the security of personnel or property.
  - c) Accidents must be reported at once by the injured employee, or, if he is physically unable to do so, by all witnesses to the Supervisor or Superintendent who in turn shall advise the Personnel Department.
  - d) Employees must familiarize themselves with their duties and the hazards pertaining thereto and wear the safety and protective equipment prescribed.

- e) Employees working upon moving machines must not wear loose clothing or unprotected long hair which can be readily entangled therein.
- f) Safety boots, shoes and hard hats must be worn by all employees.
- g) In case of fire, all employees must assist in preventing destruction of the Company's property.
- h) Fire fighting equipment must not be removed from its place or used except in case of fire, and its use must be reported to the Personnel Officer on duty.
- i) Employees must enter and leave mill property only through designated entrances.

14.02 \* Policy against drug and alcohol abuse: 21-1

Tembec and Local 233 have the objective to provide a safe and productive working environment and are interested in maintaining the Health and Welfare of all employees.

Drug and alcohol abuse is a social problem affecting the ability of a person to perform his job and to enjoy life in general. Consequently, the company and the union commit themselves on a drug and alcohol abuse policy. All actual and new employees are invited to take advantage of this policy.

14.03\* The Company will allow one (1) day per month to the union health and safety representative to do the following:

- i) Inspect the workplace-with the company safety officer.
- ii) Receive copies of accident reports or of near-missed accident reports. 65-1
- iii) Identify conditions that may be a source of danger for the employees.
- iv) Make appropriate recommendations to the Health and Safety Committee. 66-4
- v) Assist workers in the exercising of their rights under the Health and Safety Act.

vi) Prepare himself for the monthly meeting.

Moreover, the Union Health and Safety representative may:

- 1) Be with the inspector, during inspection visits.
- 2) Intervene when a worker is exercising his legal rights of refusal.

## ARTICLE XV

### DISCIPLINE

- 15.01 a) Discipline and maintenance of proper standards of conduct are required from employees to protect the health and safety of all employees, to maintain orderly and efficient operation of the plant to protect the Company's property and goodwill.
- b) To that end, the Company sets forth rules and regulations which must be obeyed. 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.

c) Discipline:

A Tem-10 form constitutes a report of a meeting held for minor infractions. When it is necessary to issue a Tem-10 to an employee, the form will be signed by the Supervisor and copy will be given to the employee and shop steward as recognition of its content. A copy will be put in the employee's personal file where it will remain for a period of twelve (12) months from the date of issuance. In the event that an employee disagrees with the Tem-10, he must inform the Disciplinary Committee of his reasons for disagreeing within forty-eight (48) hours from the date of issuance; excluding week-ends and statutory holidays.

The Disciplinary Committee will then meet as per Article XIX.

It is understood that a Tern-10 can also be used to recognize exceptionally good work performance.

- \* Before giving out a Tern-10 or any disciplinary action, the Company will inform the employee of his right to be accompanied by a shopsteward or union representative.

The employee may contest any disciplinary action by using the grievance procedure (including Tern-10's).

#### 15.02 Application of Discipline:

- a) Any foreman has the authority to suspend an employee for cause while on duty or on Company premises for the duration of the work period on the work day in which the infraction takes place.
- b) The foreman 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 outlined in Article 11.01-d) by presenting the grievance at the level of Vice-President and General Manager.
- f) If upon investigation it is found that an employee has been unjustly suspended or discharged, he shall be reinstated without loss of pay.

#### 15.03 Disciplinary Committee:

- a) The disciplinary committee shall be composed of the Personnel Manager, the Department Head, the Union President, the Shopsteward or their respective delegates. The Committee shall function as outlined in Article XIX.

15.04 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, superintendents 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.

15.05 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.

15.06 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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ARTICLE XVI

ADJUSTMENT OF COMPLAINTS

16.01 a) A grievance is defined as the disagreement raised by an employee on the interpretation or application of the Labour Agreement. A disagreement raised by more than one worker may be grouped under a collective grievance by indicating the name of the employees affected or by identifying the group affected. The answer must be given within 48 hours, excluding week-ends.

1st level:

- b) Failing a settlement of the complaint with the 1st level supervisor, the grievance must then be submitted in writing to the department superintendent.

c) The department superintendent will give an answer in writing within 48 hours, excluding week-ends.

2nd Level:

d) Failing a settlement of the complaint with the department superintendent, the grievance must then be submitted in writing to the department manager who will hold a meeting and give an answer within 48 hours, excluding week-ends

3rd Level:

e) Failing a settlement of the complaint with the department manager, the grievance must then be submitted to the vice-president general manager; who will hold a meeting and will give an answer within five (5) working days.

4th Level:

f) If the grievance is still pending, it must then be submitted to the Senior Vice-President, Pulp Division, who will hold a meeting and give an answer within ten (10) working days. The C.P.U. Vice-President or his delegate could be present.

g) If the settlement proposed by the Senior Vice-President, Pulp Division is not accepted, the grievance may be submitted to an Arbitrator. Each of the parties to the agreement shall bear the expense of the Arbitrator chosen or appointed.

h) The arbitrator shall meet and hear evidence of both parties and shall render a decision as soon as possible. The decision will be final and binding upon both parties.

i) It is understood that the function of the arbitrator shall be to interpret and apply the provisions of this agreement and shall have no power to amend, alter, enlarge or ignore any of its provisions.

j) Notwithstanding the foregoing, in cases of discipline, the arbitrator may amend the penalty applied if in his judgment the circumstances of the case so warrant.

k) For levels where meetings are required, the deadline to give an answer may be extended by mutual agreement.

#### ARTICLE XVII

##### CONTINUANCE OF OPERATIONS

- 17.01 There shall be no strikes, walkouts, lockouts, other similar interruptions, or work slowdowns during the life of this Agreement.

#### ARTICLE XVIII

##### APPRENTICESHIP PROGRAM

- 18.01 The parties have agreed that with the implementation of the Trades Apprenticeship Program future permanent entrants to the Maintenance Department, except for qualified tradesmen, will be through the Trades Apprenticeship Program, the terms and conditions of which are included as an addendum to this Agreement.

It is further agreed that permanent employees of the Maintenance Department as of the date of introduction of the Trades Apprenticeship Program, may opt to progress under the conditions of the former A.B.C. Mechanics System, or under the condition of the Apprenticeship Program.

Successful completion of the Trades Apprenticeship Program will qualify the employee to class B Tradesman level, and progress to Class A will be according to the conditions of the A.B.C. system.

- 18.02 From time to time, and as the work load requires, Helpers B & A will be temporarily assigned to the Maintenance Department.

#### ARTICLE XIX

##### JOINT COMMITTEES

- 19.01 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 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 Union and the next most senior member of management.

19.02 Joint committees included in the contract under the various sections are as follows:

- a) Hiring Committee (Article II)
  - i) Job Posting Committee.
- b) Job Classification (Article VI)
  - i) Salaried Evaluation Committee
  - ii) Hourly Evaluation Committee
  - iii) Joint Classification Committee
  - iv) Senior Committee
- c) Special Leaves of Absence (Article 11.05)
- d) Automation & Technological Changes (Article XIII)
- e) Safety & Security Committee (Article XIV)
- f) Disciplinary Committee (Article XV)
- g) Apprenticeship Committee (Article XVIII)
- h) Mill Cost Review Committee
- i) Employees' Assistance Committee

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66/1  
19.03 The union representatives on joint committees as per Article ~~19.02~~ will be paid their classified rate at straight time for hours worked on committee meetings scheduled by management and they will receive time and one half when these meetings occur on a scheduled day off. However, it is understood that should meetings occur outside regular scheduled hours of work or on a scheduled day off, attendance will be voluntary.

APPENDIX I

SALARIED CLASSIFICATION

DEPARTMENT & OCCUPATION	JOB CLASS
Technical Control:	
Control Clerk	III
Lab Technician A-B-C	VIII, VI, IV
Wood Quality Clerk	IV
Marketing:	
Head Production Clerk	VI
Billing clerk (2)	VI
Clerk Typist (Variable)	
Maintenance:	
Senior Planning Clerk	VII
Planning Clerk	IV
Production:	
Production Manager's Clerk	V
Scheduling Clerk	V
Personnel:	
Personnel Officer	IV
	(Special Rate)
Purchasing:	
Purchasing Records' Clerk	II
Communication Clerk	II
Purchasing Secretary	II
Stores:	
Head Storekeeper	VI
Head Receiving & Issue Clerk	IV
Inventory Clerk	IV
Receiving & Issue Clerk	III
Salvage Mechanic	40-45
Accounting:	
Senior Cost clerk	VI
Senior General Accounting Clerk	V
Senior Accounts Payable Clerk	IV
Payroll Clerk	IV
Computer Operator	IV
Junior Cost Clerk	III
Matching & Filing clerk	I

APPENDIX II-A

JOB CLASSIFICATION PLAN

OCCUPATION TITLES AND JOB CLASS  
HOURLY

	Job Class
1) PULP MILL:	
a) Unbleached Sulphite:	
Cook	21
Acid Maker	11
Assistant Cook	9
Helper Bottom Floor	9
Senior Pitman	4
Helper	4
Vacation Replacement	
b) Bleachery:	
Bleachery Operator	21
Assistant Bleachery Operator	14
CLO, Operator (Variable)	10
Pulp Mill Helper	10
Preparing Room Operator	9
Stock Runner	9
Vacation Replacement	
2) PAPER MILL:	
a) Dry Machines:	
Machine Tender No. 2	21
Machine Tender No. 1	19
Machine Tender No. 3 (Variable)	16
Backtender No. 2	13
Backtender No. 1	12
Backtender No. 3 (Variable)	10
Dry Machine Helper	6
Paper Mill Helper	4
Brokeman (Variable)	4
Vacation Replacement.	

b) Finishing:	
Utility Man	15
Finishing Operator	11
Assistant Finishing Operator	7
<b>Scaleman</b>	7
Finishing Helper	2
Vacation Replacement	
c) Storage:	
Storage Man	2
d) Shipping:	
Head Checker	11
Head Loader	9
Lift Truck Operator	6
Pulp Loader	3
Vacation Replacement	
3) STEAM PLANT:	
Head Operator	27
Control Room Operator	17
Assistant Control Room Operator	14
Cleaner	2
Vacation Replacement	
4) TECHNICAL CONTROL:	
Analytical Tester	9
Pulp Tester	5
Utility Tester	6
Vacation Replacement	
Chemical Mixer	12
Wood Quality Clerk	IV
Scaler-Tester	7
Pulp Tester (Chips)	5

5) WOOD HANDLING:

a) Operation:

* Head Operator	16
• Bark Press Operator	4
Chip Truck Dump Operator	4
Labourer	
* Denotes position of a part-time nature.	

b) Yard Services:

Equipment Operator	11
Loader Operator	8
Truck Driver	5
Labourer	
Vacation Replacement	
Clarifier Operator	

6) PERSONNEL:

Cleaner

7) TEMFIBRE:

Head Operator	16
Assistant Operator	5
Vacation Replacement	

APPENDIX II-B

	Temcell Scale
TEMCELL:	
Head Operator	8
Assistant Operator	
Utility Man	4
Pulp Technician	4
Finishing Operator	3
Pulp Loader	2

APPENDIX II-C

Temboard Scale

TEMBOARD:

Control Room:	
Control Room Operator	8
Stock Preparation:	
Stock Preparation Operator	6
Machine:	
Assistant Control Operator	6
Back Tender	6
Coater Man	6
Coating Kitchen:	
Coating Kitchen Operator	6
Winder:	
Winder Operator	
Finishig Operator	
Assistant Winder	
Finishing/Shipping:	
Head Checker	6
Fork Lift Operator	2
General Services:	
Utility Man	2
Section 95	1
Technical Control:	
Lab. Technician (days)	6
Lab. Technician	6

APPENDIX II-D

TEMECO

Senior Operator	5
Junior Operator	3
Shipper	4
Lab Technician	4

APPENDIX III

TRADESMEN CLASSIFICATION

Maintenance Department:

Operating Mechanic A.C.C. - A.B.C. A.B.B.  
Head Oiler Inspector  
Technician  
Lead Mechanic  
Mechanic "A"  
Mechanic "B"  
Mechanic "C"  
Helper "A"  
Head Painter  
Oilers  
Painters.

Stages of Apprenticeship Program:

Level	First Year
	0 - 6 months
2	7 - 12 months
Level	Second Year
3	13-18 months
4	19-24 months
Level	Third Year
5	25-30 months
6	31-36 months
Level	Fourth Year
7	37-42 months
8	43-48 months
Level	Fifth Year
Class "B" Mechanic	

Special Occupation:

Mason  
Roll Grinderman  
Heavy Equipment Mechanic

It is understood that incumbent of these special occupations may be scheduled on other work related to their trade skills.

## APPENDIX IV

### CLASSIFICATION OF MECHANICS

1. There will be three (3) classes of mechanics Mechanic A, Mechanic B and Mechanic C, and one (1) Mechanic Helper Classification. In addition, there will be one (1) Technician class Electrical and Instrumentation Technician. Mechanics will progress from C to B to A as they qualify. The number of Mechanic Helpers, Mechanics, Technicians and apprentices will be determined by the Company and adjusted from time to time as the work load requires.
2. A mechanic will advance in one of the skilled trades namely, Machinist, Millwright, Pipefitter, Welder, Electrician, Instrument man. In addition, he will be expected through training and experience, to acquire and improve his skill in the associated trade.  
  
The associated trades are:
  - A. Machinist, Millwright
  - B. Pipefitter, Welder
  - C. Electrician, Instrument Man
3. Qualifications:  
  
Qualifications will be defined as by the trade apprenticeship program.
4. Mechanic all classes will have had at least two years experience as a Mechanic Helper. He will be able to read and understand drawings, written instructions pertaining to his trade, maintenance manuals, specifications, etc., all to a degree required for working at his qualification level. He will be a safe worker and capable of directing the work of other mechanics and helpers. He will own tools as are required to work at his level of qualification.
5. The trade skills required for Mechanic C, B and A are outlined in Appendix IV.  
  
A Mechanic C must qualify in one trade skill.

A Mechanic B must qualify at B level in his trade.

A Mechanic A must qualify at A level in his trade and within twelve (12) months at C level in associated trade, but will not be required to hold a provincial licence if required in the associated trade.

It is understood that an "A" class mechanic will not be required to work above the "C" class level in his associated trade.

6. Technician - This is a classification that requires technical knowledge significantly higher than that of a Mechanic A. It is acquired as a result of several years study in a recognized technical institution or equivalent home study and it allows him to work alone on highly complex equipment.
7. As of August 1 st, 1978, an Electrician Helper who is temporarily or permanently reclassified to tradesman will qualify as a "B" Class Electrician providing he holds a Quebec "C" licence.

TRADES SKILLS	LEVEL:	A	B	C
A. Machinist:				
Rough work on any shop tool or machine.		x		
Accurate work on one major precision tool.			x	
Accurate work on all major precision tools.				x
A. Millwright:				
Dismantle and reassemble simple mill equipment satisfactorily.			x	
Dismantle and reassemble any mill equipment.			x	
Handle any heavy object safely.			x	
Diagnose and correct actual or potential mechanical fault.				x

B. Pipefitter:

Measure, cut and install 125 PSI Pipe.	X
Repair all piping systems and their components e.g. traps, syphons, valves, etc.	X
Understand mill piping systems to degree necessary to diagnose and correct faults	X

B. Welder:

Simple welding not requiring certificate.	X
Fabricate welded structure	X
Certificate of Labour Department for 150 PSI pressure vessels.	X

C. Electrician:

Have appropriate Provincial License	X
Diagnose and correct common electrical trouble.	X
Diagnose and correct uncommon or complex electrical trouble through application of theoretical knowledge	X

C. Instrumentation:

Understand and repair basic control instruments.	X
Understand control systems and maintain them.	X
Understand the operating process and function of control systems, diagnose and correct faults	X

D. Operating Mechanic A.C.C. - A.B.C. - A.B.B.  
(Tour Worker)

Minimum requirements for Operating Mechanic:

- a) "A" Class Millwright, "C" Class in pipefitting, "C" Class Welding.
- b) Minimum of one year to qualify to "B" Class pipefitter.
- c) A minimum of 2 years to qualify as "B" Class Welder

APPENDIX V-A

WAGE RATES FOR JOB CLASSIFICATION  
HOURLY EMPLOYEES

- a) October 1st, 1990 - \$1.00 General increase
- b) October 1st, 1991 - 5.5% + .01\$ per class general increase
- c) October 1st, 1992 - 6% general increase.
- d) January 1st, 1993 - .01\$ per class general increase.

Class	OCT. 1 1990	OCT. 1 1991	OCT. 1 1992	JAN. 1 1993
	<i>Bust</i> 15.19	16.04	17.00.	17.01.
2	15.33	16.19	17.16	17.18
3	15.50	16.38	17.36	17.39
4	15.65	16.55	17.54	17.58
5	15.80	16.72	17.72	17.77
6	15.96	16.90	17.91	17.97
	16.13	17.09	18.12	18.19
8	16.26	17.23	18.26	18.34
9	16.44	17.43	18.48	18.57
10	16.62	17.63	18.69	18.79
11	16.82	17.86	18.93	19.04
12	17.00	18.06	19.14	19.26
13	17.18	18.25	19.35	19.48
14	17.37	18.47	19.58	19.72
15	17.57	18.69	19.81	19.96
16	17.76	18.90	20.03	20.19
17	17.95	19.11	20.26	20.43
18	18.14	19.32	20.48	20.66
19	18.33	19.53	20.70	20.89
20	18.55	19.77	20.96	21.16
21	18.79	20.03	21.23	21.44
22	19.01	20.28	21.50	21.72
23	19.25	20.54	21.77	22.00
24	19.49	20.80	22.05	22.29
25	19.71	21.04	22.30	22.55
26	19.94	21.30	22.58	22.84
27	20.16	21.54	22.83	23.10
28	20.39	21.79	23.10	23.38
29	21.93	23.43	24.84	25.13
30	22.16	23.68	25.10	25.40
31	22.73	24.29	25.75	26.06

* 38 Electrician "A"	18.84	<b>20.09</b>	21.29	21.50
* 39 Electrician "B"	17.20	18.27	19.37	19.50
40 Mechanic "A"	18.82	20.07	21.27	21.48
41 Mechanic "B"	17.18	<b>18.25</b>	19.35	19.48
***43 Lead Mechanic "A"	18.95	20.21	21.42	21.64
45 Helper "A"	16.01	16.95	17.97	18.03
48 Head Painter	18.75	19.99	21.19	21.40
49 Technician	19.09	20.36	21.58	21.80
96 Head Oiler Inspector	19.56	20.88	22.13	22.37
98 Electrician "C"	16.65	17.66	<b>18.72</b>	18.82
99 Ventilation Technician	19.11	20.38	21.60	21.82
100	20.15	21.53	22.82	23.09
101 Lead Mechanic Electrician	<b>18.97</b>	20.23	21.44	21.66
* 38 Instrument Man "A"	18.84	20.09	21.29	21.50
* 39 Instrument Man "B"	17.20	18.27	19.37	19.50
* 98 Instrument Man "C"	16.65	17.66	18.72	18.82
Operating Mechanic A. C. C.	<b>19.75</b>	20.84	22.09	22.33
Operating Mechanic A. B. C.	20.15	21.26	22.54	22.80
Operating Mechanic A. B. B.	20.51	21.64	22.94	23.21

\*\*\* Lead Mechanic - 0.13 premium  
 \* Electricians and Instrument men 0.02 more than other trades.

#### APPRENTICESHIP PROGRAM

LEVEL	OCT. 1	OCT. 1	OCT. 1	JAN. 1
	1990	1991	1992	1993
1	15.29	16.15	17.12	17.14
2	15.54	16.42	17.41	17.44
3	15.86	16.78	17.79	<b>17.84</b>
4	16.23	17.20	18.23	18.31
5	16.57	17.58	18.63	18.73
6	16.69	17.71	18.77	<b>18.87</b>
7	16.85	17.89	18.96	19.07
8	17.02	18.08	19.16	19.28

**TECHNICIEN EN ÉLECTRICITÉ ET INSTRUMENTATION:**

<b>NIVEAU</b>	<b>1er OCT. 1990</b>	<b>1er OCT. 1991</b>	<b>1er OCT. 1992</b>	<b>1er JAN. 1993</b>
1	18.98	20.02	21.22	21.43
2	19.38	20.45	21.68	21.91
3	19.75	20.84	22.09	22.33
4	20.15	21.26	22.54	22.80
5	20.51	21.64	22.94	23.21

APPENDIX V-B

WAGE RATES FOR JOB CLASSIFICATION - UNION SALARIED

- a) October 1st, 1990 \$1.00 General Increase.
- b) October 1st, 1991 5.5% General Increase.
- c) October 1st, 1992 6% General Increase
- d) January 1st, 1993 - .01\$ General Increase

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GRADE	LEVEL	CLASS	OCT. 1 1990	OCT. 1 1991	OCT. 1 1992	JAN. 1 1993
1	1 - Min.	50	2,432.41	2566.19	2,720.16	2,720.16
	2 - 6 months	51	2,444.95	2,579.42	2,734.19	2,734.19
	3 - 1 yr.-3 mos.	52	2,457.49	2,592.65	2,748.21	2,748.21
	4 - 2 yrs: 3 mos.	53	2,473.61	2,609.66	2,766.24	2,766.24
	5 - 3 yrs.-3 mos.	54	2,500.49	2,638.02	2,796.30	2,799.88
2	1 - Min.	55	2,471.83	2,607.78	2,764.25	2,765.75
	2 - 9 months	56	2,496.91	2,634.24	2,792.29	2,795.00
	3 - 1 yr.-6 mos.	57	2,521.99	2,660.70	2,820.34	2,825.88
	4 - 2 yrs.-6 mos.	58	2,550.66	2,690.95	2,852.41	2,858.38
	5 - 3 yrs.-6 mos.	59	2,583.66	2,736.31	2,900.49	2,910.38
3	1 - Min	60	2,616.94	2,760.87	2,926.52	2,936.38
	2 - 1 year	61	2,663.53	2,810.02	2,978.62	2,991.63
	3 - 2 years	62	2,692.18	2,840.25	3,010.67	3,025.75
	4 - 3 yrs: 3 mos	63	2,711.89	2,861.04	3,032.70	3,048.50
	5 - 4 yrs: 6 mos	64	2,787.14	2,940.43	3,116.86	3,136.25
4	1 - Min	65	2,681.44	2,828.92	2,998.66	3,012.75
	2 - 9 months	66	2,728.02	2,878.06	3,050.74	3,066.38
	3 - 1 yr.-6 mos.	67	2,763.65	2,915.86	3,090.81	3,108.63
	4 - 2 yrs: 6 mos.	68	2,815.81	2,970.68	3,148.92	3,170.38
	5 - 3 yrs.-6 mos.	69	2,853.42	3,010.36	3,190.98	3,214.25
	6 - 4 yrs: 6 mos.	70	2,939.42	3,101.09	3,287.16	3,315.00

		1 Min	71	2,788.93	2,942.32	3,118.86	3,337.88
		2 - 1 year	72	2,833.72	2,989.57	3,168.94	3,191.50
		3 2 years	73	2,883.88	3,042.49	3,225.04	3,250.00
		4 3 years	74	2,946.59	3,108.65	3,295.17	3,323.13
		5 4 years	75	2,987.79	3,152.12	3,341.25	3,370.25
		6 5 years	76	3,077.37	3,246.63	3,441.43	3,475.88
		1 Min.	77	2,889.26	3,048.17	3,231.06	3,254.88
		2 - 1 year	78	2,955.55	3,118.11	3,305.20	3,332.88
		3 2 years	79	3,009.30	3,174.81	3,365.30	3,396.25
		4 3 years	80	3,063.04	3,231.51	3,425.40	3,458.00
		5 4 years	81	3,114.99	3,286.31	3,483.49	3,519.75
		6 5 years	a2	3,217.12	3,394.06	3,597.70	3,636.75
7		1 Min.	a3	3,014.67	3,180.48	3,371.31	3,402.75
		2 1 year	84	3,075.58	3,244.74	3,439.42	3,474.25
		3 2 years	85	3,129.33	3,301.44	3,499.53	3,536.00
		4 3 years		3,200.99	3,377.04	3,579.66	3,618.88
		5 4 years	86	3,252.95	3,431.86	3,637.77	3,679.00
		6 5 years	87	3,358.65	3,543.98	3,755.98	3,800.88
		1 Min.	89	3,118.58	3,290.10	3,487.51	3,523.00
8		2 1 year	90	3,179.49	3,354.36	3,555.62	3,592.88
		3 2 years	91	3,245.78	3,424.30	3,629.76	3,670.88
		4 3 years	92	3,321.03	3,503.69	3,713.91	3,757.00
		5 4 years	93	3,369.40	3,554.72	3,768.00	3,813.88
		6 5 years	94	3,462.56	3,653.00	3,872.18	3,917.88
4	(SPECIALRATE)	PERSONNELOFFICERS					
		1 Min.	32	2,814.88	2,969.70	3,147.88	3,159.81
		2 9 months	33	2,865.14	3,022.72	3,204.08	3,220.47
		3 - 1yr.3 mos.	34	2,899.81	3,059.30	3,242.86	3,260.34
		4 - 2 yrs.-6 mos.	35	2,950.08	3,112.33	3,299.07	3,319.27
		5 - 3 yrs.-6 mos.	36	2,991.68	3,156.22	3,345.59	3,367.80
		6 - 4 yrs: 6 mos.	37	3,071.41	3,240.34	3,434.76	3,461.40
*	Shift premium adjustment 0.02\$		95	3,990.06	4,209.51	4,462.08	4,515.25

APPENDIX V-C

WAGE RATES FOR JOB CLASSIFICATION  
 TEMCELL, TEMBOARD, TEMECO EMPLOYEES

- a) October 1st, 1990 - \$1.00 General Increase
- b) October 1st, 1991 - 5.5% General Increase
- c) October 1st, 1992 - 6% General Increase
- d) January 1st, 1993 0.01\$ General increase

GRADE	LEVEL	CLASS	OCT. 1 1990	OCT. 1 1991	OCT. 1 1992	JAN. 1 1993
1	1 - Min.	700	15.19	16.03	16.99	16.99
	2 - 6 months	701	15.20	16.04	17.00	17.01
	3 - 1 year	702	15.20	16.04	17.00	17.01
	4 - 1 yr.-6 mos.	703	15.22	16.06	17.02	17.03
2	1 - Min.	704	15.22	16.06	17.02	17.03
	2 - 6 months	705	15.40	16.25	17.23	17.25
	3 - 1 year	706	15.62	16.48	17.47	17.51
	4 - 1 yr.-6 mos.	707	15.81	16.68	17.68	17.73
3	1 - Min.	708	15.81	16.68	17.68	17.73
	2 - 6 months	709	16.09	16.97	17.99	18.05
	3 - 1 year	710	16.37	17.27	18.31	18.39
	4 - 1 yr.-6 mos.	711	16.62	17.53	18.58	18.67
4	1 - Min.	712	16.62	17.53	18.58	18.67
	2 - 6 months	713	16.88	17.81	18.88	18.99
	3 - 1 year	714	17.15	18.09	19.18	19.30
	4 - 1 yr.-6 mos.	715	17.41	18.37	19.47	19.61
5	1 - Min.	716	17.41	18.37	19.47	19.61
	2 - 6 months	717	17.69	18.66	19.78	19.93
	3 - 1 year	718	17.95	18.94	20.08	20.24
	4 - 1 yr.-6 mos.	719	18.20	19.20	20.35	20.52
6	1 - Min.	720	18.20	19.20	20.35	20.52
	2 - 6 months	721	18.47	19.49	20.66	20.85
	3 - 1 year	722	18.73	19.76	20.95	21.15
	4 - 1 yr.-6 mos.	723	18.98	20.02	21.22	21.43
7	1 - Min.	724	18.98	20.02	21.22	21.43
	2 - 6 months	725	19.38	20.45	21.68	21.91
	3 - 1 year	726	19.75	20.84	22.09	22.33
	4 - 1 yr.-6 mos.	727	20.15	21.26	22.54	22.80
	5 - 2 years	728	20.51	21.64	22.94	23.21
8	1 - Min.	729	20.51	21.64	22.94	23.21
	2 - 6 months	730	21.13	22.29	23.63	23.91
	3 - 1 year	731	21.76	22.96	24.34	24.63
	4 - 1 yr.-6 mos.	732	22.41	23.64	25.06	25.36
	5 - 2 years	733	23.02	24.29	25.75	26.06

APPENDIX VI

EXHIBIT 1

CHECK OFF **AUTHORIZATION**

I, the undersigned, freely and voluntarily authorize my employer to deduct each month from my pay the dues, amount established by Local No. 233 of the Canadian Paperworkers Union. This authorization is subject to conditions prescribed by the collective labour Agreement.

Date: Payroll No.:

Name:

Signature:

EXHIBIT 2

REVOCATION OF AUTHORIZATION FOR  
DEDUCTION OF UNION DUES

To:

I hereby revoke my authorization to you to deduct Union Dues from my wages.

Date: Signed:

Name: Witness:

Payroll No.:

EXHIBIT 3

NOTICE OF INTENTION NOT TO RENEW AUTHORIZATION  
FOR DEDUCTION OF UNION DUES

To:

I hereby give you notice that I do not intend to renew my authorization for deduction of Union dues at the end of the current contract year.

Date:

Signed:

Name:

Witness:

Payroll No.:

MEMORANDUM OF AGREEMENT  
BETWEEN  
TEMBEC INC.  
AND  
CANADIAN PAPERWORKERS UNION  
LOCAL 233

The parties hereby agree to twelve (12) hour work schedule. It is understood that the continuation of twelve (12) hour shifts will be conditional on all operating tour personnel conforming to the same schedule. Certain exceptions could be agreed.

1. The amendments to the collective labour agreement as specified in the attached memorandum.
2. Should a different schedule be requested, it is agreed that it would be uniformly applied throughout the mill.
3. Either party may within fifteen (15) days written notice cancel this agreement and revert to the normal eight (8) hour schedule. Notwithstanding the above, should it become obvious to Management or Union that the efficiency of any department is decreasing, Management or Union reserves the right to revert to the normal schedule immediately.
4. It is further agreed that the twelve (12) hour schedule will average forty (40) hours per week over a six (6) week period.
5. Maintenance mechanical crew and electrical crew will be integrated to the twelve (12) hour schedule.
6. All other sections of the Collective Agreement and all other practices relating to shift employees remain in effect.

## 12 HOUR WORK SCHEDULE

The following amendments to the Collective Agreement are considered necessary to introduce the twelve (12) hour work schedule.

### 1. Article 8.01 ▪ Shift Differentials

#### a) Shift differentials as indicated:

08:00 to 20:00 hours - 0  
20:00 to 08:00 hours - \$0.60 per hour.

### 2. Article 9 ▪ Hours of work and scheduling

9.01 The normal work hours for shift workers on a twelve (12) hour work schedule shall be spread over a six (6) week period for an average of forty (40) hours per week. The work schedule will be three (3) days on, three (3) days off and tours will alternate. It is agreed that if it can be proven that departments can operate using different work schedules within a reasonable period of time, the matter will be discussed.

9.02-b) Tour employees shall be organized into two (2) tours and shall work twelve (12) consecutive hours upon each tour as follows:

08:00 to 20:00 hours  
20:00 to 08:00 hours

#### 9.04 add c)

- i) The normal schedule posted in the department as per 9.04-a) may not be changed unless the employee has been advised of the change 24 hours prior to commencement of his or her shift.
- ii) Should no notice be given, time and one-half will be paid for all time worked on that shift.
- iii) In the case of workers on the twelve (12) hour work schedule, when reverting to the normal schedule of hours, an employee who has less than eight (8) consecutive hours off, he or she will be paid time and one-half for any time worked during these 8 hours.

9.05 - Overtime

add d)

Employees working the twelve (12) hour work schedule will not work more than (4) hours beyond their normal shift, and time and one-half will be paid from the commencement of overtime.

9.07 - Attendance and Relief

add c)

Availability for work on scheduled days off.

The department working the twelve (12) hour work schedule will have employees on stand-by. The purpose of this article is to assure that qualified replacements are available for absences caused by sickness, accidents or other unforeseen reasons\*. A list of qualified designated replacements will be established by the Company in each department for each position in the lines of progression and will appear on the work schedule. The employees designated as standby will be-available to be called in one (1) hour before and one (1) hour after commencement of the shift on which they are designated as standbys. However, every effort will be made to call a qualified replacement before calling in a designated standby. It is further understood that if someone does not report for their regular scheduled shift, everyone in the line of progression will promote upward and the designated standby will fill in on the bottom line of progression.

\*Unforeseen reasons do not include scheduling errors.

9.11 - Spare List Scheduling

Add b)

i) Twelve hours shift will not apply to the spare lists. Employees on the spare list will work shifts to which they are assigned.

- ii) Employees on the spare list that are required to provide relief for twelve (12) hour work schedule will be given sufficient hours to average forty (40) hours per week over a pay period, if work is available.
- iii) All agree that problems could develop regarding employees on the spare list working the twelve (12) hour schedule due to the different departments to which they are assigned. If the need arises, both parties agree to meet in order to resolve any problems. Furthermore, every effort will be made to enable spare list employees to work 40 hours during a pay period.

3. Article X

Article 10.01 - Fringe Benefits

- a) Vacation will read - instead of "maximum ten (10) working days", a maximum of two (2) weeks which will represent scheduled working weeks as per schedule attached.

Article 10.02 - Non-scheduled Holidays

- a) All employees will be entitled to one (1) non-scheduled holiday with pay for each three (3) months of payroll employment, or a total of four (4) a year for twelve (12) months of continuous employment.
- Employees on twelve (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 (3) B-hour floaters and two (2) 12-hour floaters,

Article 10.03 - Mill Holidays

Crews on twelve (12) hour shifts will be paid five (5) statutory holidays at eight (8) hours, sixteen (16) at Christmas, each every calendar year, or forty-eight (48) hours total, the same as all other employees and eight (8) hours pay at a time to be mutually agreed to.

Article 10.05 - Sickness and Accident Insurance

The company will provide a benefit for active employees of \$120.00 per day on the first day of lost time due to non-occupational accident and on the second day of lost time due to non-industrial sickness to a maximum of \$800.00. 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 of unrelated illness or accident. Employees eligible for U.I.C. benefits will not be eligible for the above.

Article 10.09 - Meal Allowance

Any employee who is required to work overtime of more than two (2) hours beyond his normal twelve (12) hours will be provided with a meal or chit. Meal chits not used will be refunded for \$4.00.

4. Article XI - LEAVE OF ABSENCES

- b) When death occurs to a member of an employee's immediate family, the employee will be granted a leave of absence for one (1) day with a maximum of eight (8) hours pay; three (3) consecutive working days with a maximum of 24 hours pay or five (5) consecutive working days with a maximum of 40 hours pay in the case of a spouse, child or stepchild, exclusive of his or her scheduled day or days off, provided one is the day of the funeral which must be attended. These 3 or 5 days must be taken within seven (7) calendar days from the day of the funeral.

- G) Four workers who lose their three (3) consecutive shifts, due to the fact that the funeral ceremony is held on their third working day will receive a total of thirty-six (36) hours of pay; in this particular situation only.

Article 11.05 - Special leave of absences

a) Short Leave

- i) Leave of absences up to but not exceeding three (3) days may be granted at the discretion of the Department Head or Manager.

As per schedule drawn up by each department, there will be an average of 40 hours/week over a six week cycle.

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