

SOURCE	Comp		
EFF.	94	05	01
TERM.	96	04	30
No. OF EMPLOYEES	9		
NOMBRE D'EMPLOYÉS	↓		

**TERMS OF**

**LABOUR AGREEMENT**

**BETWEEN**

**E. B. EDDY FOREST PRODUCTS LTD.**

Hereinafter called the Company

**ESPANOLA, ONTARIO**

**AND**

**COMMUNICATIONS, ENERGY AND PAPERWORKERS**

**UNION, CLC AND ITS ESPANOLA LOCAL 156-1**

Hereinafter called the Union

**May 1, 1994 To April 30, 1998**

1020 201

**NOV 20 1995**

## **Article 1 - Purpose of Agreement**

The mutual interest of employer and employee is recognized by this agreement for the operation of the entire mill at Espanola under methods that will promote to the fullest extent, safety to **the** employees, economy of operation, quality and quantity of output, cleanliness of plant, protection of property and reduction of absenteeism; and it is recognized by this Agreement to be the duty of the **Company** and the Union **to cooperate** fully, individually **and** collectively for the advancement of these conditions.

## **Article 2 - Recognition**

The **Company** recognizes the signatory Union **as** the sole collective Bargaining Agent for all **those** employed in the positions listed under Schedule "A" in all **matters** pertaining to rates of pay, hours of work and working conditions. Masculine gender in this agreement shall be considered to **also** include feminine.

## **Article 3 - Membership**

E. B. Eddy Forest **Products** Ltd. when hiring shall give preference **to** the members of the Union, providing such applicants **are qualified**. All employees whose rates are fixed by the terms of the Agreement, shall become members of the Union within thirty days after entering the Company's employ and shall **be so** instructed by the Human Resources Department, **A** copy of the hiring slips will be forwarded **to** the Union within seven **(7)** days. Employees shall maintain membership in good standing **as a** condition of continued employment. The Union will **be** notified of **the** employees that have been taken off the current monthly check-off list.

## **Article 4 - Seniority**

### **4.01**

The principles of **seniority** with qualifications, that consideration be given to skill, efficiency **and** ability, shall govern promotions, layoffs and recalls after layoffs.

### **4.02**

Employees who have been laid off shall be entitled to be re-employed in **the** reverse order of **layoffs** **as** opportunity exists.

#### **4.03**

All new employees shall serve a probationary period by working **240** straight time hours. After working **240** straight time hours, **an** employee shall have **24** months recall rights. Probationary **period** to reflect appraisal.

#### **4.04**

In **cases** of promotion where the employee to **be** promoted is not the senior employee in the department concerned, the Company will present the alternative name to the Union Committee. If the **Union** does not agree **to this** alternative name, then the vacancy will be posted. Selection from **the** applicants will be on the basis of seniority with qualifications.

#### **4.05**

The Company accepts **as** policy, the request by the Local Union that **any** employee refusing promotion will automatically become junior to the employee accepting promotion. **This refusal**, with **reasons**, will be **recorded** in writing signed by the employee and witnessed by his Supervisor. A copy will be forwarded to the Union. In **cases** of demotion or layoff the employee accepting the promotion will revert to his former position retaining his **job** seniority applicable prior to this promotion.

### **Article 5 - Jurisdiction**

It is fully agreed **and** understood that E. B. Eddy Forest Products Ltd. will not be required **to** act upon questions of jurisdiction among **the** Unions. Questions of jurisdiction shall be decided upon by the Union themselves under the regulations provided by the Canadian Labour Congress. **The** established jurisdictional lines will be maintained during the term of this agreement.

### **Article 6 - Term of Agreement**

#### **6.01**

The **parties** agree that the Collective Agreement will be for a period of two **(2) years May 1, 1994 to April 30, 1996** following which the agreement will be re-opened for **the sole purpose of negotiating** general wage **increases** only for a further two **(2) year period** from May 1, 1996 to April 30, 1998.

**The** parties agree that all other provisions of this Collective Agreement taking effect on date of ratification will remain effective up to and including April 30, 1998.

E. B. Eddy **Forest** Products Ltd. and the Union agree one with the other that they will abide by the articles of this Agreement from year to **year** thereafter **unless** amended in accordance with paragraph (6.04) below or terminated in accordance with paragraph (6.05) below.

## **6.02**

Either party to the Collective Agreement may within the period of two months before the Agreement ceases to operate give notice in writing to the other party of any changes to be made.

## **6.03**

In the event that Agreement regarding proposed changes is not reached prior to April 30th ending the agreement year, the existing Agreement shall continue in effect during the next agreement year until a decision with respect to the proposed changes is reached.

## **6.04**

Either party desiring changes and modifications should submit these at least fifteen (15) days prior to the expiration date of Agreement.

## **6.05**

This Agreement may be terminated by either party on sixty (60) days written notice prior to April 30th in any contract term.

## **6.06**

The Local Union shall have the right to discuss Local Adjustments with the Company on an annual basis. It is understood that "Local Adjustments" are construed to mean the consideration of individual job rates in cases of gross inequality or major changes in job responsibility. Failure to agree on any such cases shall in no way interfere with the terms of the Collective Agreement concerned.

## **Article 7 - Interruption of Work**

It is specifically understood and agreed that neither strikes on the part of the Union nor lockouts on the part of the Company shall occur during the life of this Agreement.

## **Article 8 - Hours of Employment**

### **8.01**

#### **(a)**

The schedule of hours for tour workers and hours at which tours shall change shall be from 8:00 a.m. to 4:00 p.m., 4:00 p.m. to 12:00 midnight, 12:00 midnight to 8:00 a.m. or as mutually agreed. Sunday is the first day of each week.

#### **(b)**

Security officers are considered essential services and are required to work all Statutory Holidays as they are scheduled.

(c)

All work on Sunday shall be at time plus one half.

### 8.02

Each worker is required to be in his place when his tour begins and shall not leave his post until his mate relieves him and takes over the duties and responsibilities of the job.

### 8.03

Should a tour worker be unable to report for work at the beginning of his shift, he must have his department supervisor notified before the start of his regular shift.

### 8.04

If a tour worker does not report for his regular shift, his mate shall notify his department supervisor. He shall then remain at this post until a substitute is secured. A tour worker who does not have a "posted" or "named" relief will be allowed to leave the job after his shift or tour without penalty or delay.

### 8.05

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

### 8.06

A tentative schedule will be posted in the department not later than 3:00 p.m. of the previous Wednesday. Schedules must be posted in the departments not later than 3:00 p.m. of the previous Thursday. If there is any change in the work schedule after 3:00 p.m., the Company will notify the employees involved.

## Article 9 - Daily Overtime Rules for Tour Workers

### 9.01

Tour workers shall be paid at the rate of time and one-half, for all work performed beyond their regular daily hours of work, with the following exceptions:

(a)

Overtime work by special arrangements between tour worker and his mate to exchange shifts, with the approval of his supervisor; and when this can be accomplished without additional cost or penalty to the Company.

**(b)**

**When** required to replace **an** employee for tardiness up to two (2) hours. If replacement is not provided in two (2) hours, time **and** one-half will apply at the beginning of the overtime shift.

Employees who fail to report for work or who in any way penalize their mates or the Company under this overtime arrangement will be subject to the Rules and Regulations of Penalties for Absenteeism.

### **9.02**

It is agreed that the Company will establish rules **and** regulations to penalize employees who fail **to report** for work, or who in any way penalize their mates or the **Company** under this **overtime** arrangement. Disciplinary action under these rules and regulations shall be subject to the grievance procedure.

### **9.03**

**(a)**

Except **as noted** above, tour workers requested to report to work **by** the **Company** before or after regular working hours or on their scheduled days off, shall receive **time and one-half** for **all** overtime worked, plus one hour for coming to **and** from the mill. In no **case** shall they receive less **than** four **(4)** hours pay at regular rates for the work performed on each call.

**(b)**

An employee **called** in on a Sunday will receive **six** (6) hours time or time and one-half, plus one hour for coming to **and** from the mill whichever is the greater.

### **9.04**

Overtime shall not be pyramided nor shall more than one **basis** of calculating overtime be used to cover the same hours.

### **9.05**

**Two** (2) hours time shall be allowed in the case of the tour worker reporting for work and being sent home, except in the **case** where the **Company** has made an honest effort to notify men at least two (2) hours before reporting time, and has been unable to communicate with them.

### **9.06**

When **a** tour worker receives time off as **a** punishment there must be provision made for **a** relief **so** that his fellow workers will not have to work extra hours.

### **9.07**

When premium pay is required **to** cover the absence on the first **shift** and if the next **shift** or subsequent **shifts** **are also** vacant, and supervision is unable to schedule **a** qualified replacement **to fill** the vacancy or **vacancies**, **the agreed** procedure will apply. This practice will continue into subsequent shifts if the Company is unable to reschedule to fill the vacancy,

When replacing for an absence on shift:

1st The employee to be relieved will be asked to work an additional four (4) hours.

If agreed, the employee on the shift following the vacant shift will be asked to report four (4) hours early and work a 12-hour shift.

If either employee declines the four (4) hour arrangement,

2nd The employee to be relieved on shift will be asked to work a double shift.

If declined, the employee on the shift following the vacant shift will be asked to work a double shift.

3rd If declined, the employee on his day off will be asked to work.

### **9.08**

Should an employee wish to change his scheduled or designated day or days off, he and his supervisor must mutually agree at least twenty-four (24) hours in advance. Under such arrangements, it is understood that the employee will work at straight time rates on the day or days originally scheduled as day or days off. On the other hand, if he is required to work on the alternative days mutually agreed upon as his day or days off, he shall be paid at the overtime rate.

### **9.09**

A tour worker who is required to work more than one six day week in a regular 28 day cycle, will receive time and one half for the second sixth day worked in this cycle and subsequent six day weeks in the established 28 day cycle.

### **9.10**

Employees on 4:00 p.m. to 12:00 midnight and requested to work 8:00 p.m. to 8:00 a.m. will be paid for a call-in for the first four (4) hours and premium time for the remaining hours as a shift change, On subsequent consecutive requests, the employee will be paid call-in pay for the first four (4) hours, straight time for the hours between 12:00 midnight and 4:00 a.m. and premium time for hours between 4:00 a.m. and 8:00 a.m.

## **Article 10 - Temporary Relief**

### **(a)**

The term "Temporary Relief" whenever used in this Agreement means an employee hired between May 1st and December 1st for the purpose of providing replacement during the vacation period. Temporary relief employees will be terminated by December 1st of each year. On October 1st of each year, the outstanding vacancies will be posted and the transferring of employees to vacant

positions will be completed by December 1st consistent with Article 20 - Transferring of Employees from One Job to Another, 20.03 paragraph 2.

**(b)**

Vacancies created by the termination of temporary relief employees will be filled as follows:

- (1)** by application of Article 20.
- (2)** by application of Letter of Understanding on recall rights between Local 156 and 156-1.
- (3)** by application of Letter of Understanding titled "Jurisdictional Transfer of Employees".
- (4)** new hires

**(c)**

Layoff of employees hired for temporary vacation relief shall be carried out on a departmental ~~seniority~~ basis.

## **Article 11 - Shift Differential**

A shift differential of \$0.40 per hour will be paid for all work performed during the scheduled afternoon shift, 4:00 p.m. to 12:00 midnight.

A shift differential of \$0.60 per hour will be paid for all work performed during the scheduled night shift, 12:00 midnight to 8:00 a.m.

~~Shift~~ differentials shall be paid in the designated amount for hours worked on **each** shift and shall not be subject to the application of overtime or other premium provisions contained **in this** agreement.

**There** shall be **no** duplication or pyramiding of overtime, premium or other rates of pay for the same hours worked.

Tour **and** ~~shift~~ workers absent on vacation, holidays with pay or paid sick leave, ~~shall~~ not be entitled to shift differential.

## **Article 12 - Absenteeism**

### **12.01**

**The** Union will cooperate actively in every possible manner to eliminate absenteeism.

A day worker who is unable to work his shift due to sickness or non-occupational accident, must have his department supervisor notified before the **start** of his regular shift.



Phone-In Procedure: The employee must first call his department to report his absence. Arrangements will be made with the telephone company to ensure that all department lines also ring in the guard house and these lines will be answered by the security guard after a number of rings. Security will take the message in writing on a form provided and will forward it to the department supervisor.

## 12.02

### Penalties for Absenteeism

It is the duty of an employee to report for work unless he has arranged otherwise with his Supervisor. Failure to make arrangements may provide the following penalties, after suitable investigation:

**FIRST OFFENSE** - Instruction and Written Warning.

**SECOND OFFENSE** - Instruction and 3 day layoff.

**THIRD OFFENSE** - Discharge

An employee off for three (3) days without notification will be subject to discharge.

The Union will be given written notice of penalties under this Company regulation.

## 12.03

It is understood that should an employee have a clear record for a full twelve month period between steps "1" and "2" or steps "2" and "3" or after step "3", then for the purpose of this clause, his record shall be considered clear.

## 12.04

The Company will issue only written penalty records that spell out a full detailed explanation of the offense.

## Article 13 - Trades Training Program

### 13.01

When an opening occurs in the Trades Training Program, the job posting will be awarded to the most senior man in the Mechanical Department who successfully passed all tests that are required. (It is understood that present qualified mechanical tradesmen cannot apply for the posted vacancy.) If no one qualifies, then the vacancy will be filled by the most senior man who posted from any other department under the jurisdiction of C.E.P. Local 74 who passed the required tests.

In the event the position is still not filled, all employees under the jurisdiction of Local 156 C.E.P. and Local 156-1 C.E.P. will be able to post and the senior qualified applicant will fill the vacancy.

## Article 14 - Vacations

### 14.01

Effective on the date of ratification, each week of vacation will be calculated at 2.4% of gross earnings in previous calendar year or 42 hours pay at the employees regular ~~rate~~, whichever is ~~greater~~.

### 14.02

Employees will receive holidays ~~as~~ per the vacation schedule below:

1	year of continuous service	2 weeks paid vacation
5	years of continuous service	3 weeks paid vacation
10	years of continuous service	4 weeks paid vacation
18	years of continuous service	5 weeks paid vacation
25	years of continuous service	6 weeks paid vacation
30	<b>years</b> of continuous service	7 weeks paid vacation

### 14.03

Employees shall receive ~~an~~ additional four (4) hours pay at his regular rate for each week of vacation entitlement taken during the period January 1 to April 30.

### 14.04

Vacations will be applied for on the forms provided for this purpose. When ~~an~~ employee has ~~received~~ his confirmation slip of his request (green copy), the Company will ensure that the vacation is granted.

### 14.05

An employee who has been off work because of sickness or accident (covered by Workers' Compensation or Weekly Indemnity Plan) shall be granted pay with equivalent time off - in ~~accordance~~ with the Provisions of Article 14, for accrued vacation entitlement in the calendar year in which he ~~was~~ off work. In the event that not enough time remains in the corresponding calendar year to ~~accommodate~~ the equivalent time off or any portion thereof, such employee will be permitted to carry over ~~the~~ unused ~~vacation to the~~ following calendar ~~year~~ and will ~~take~~ this time ~~immediately~~ after the conclusion of his/her weekly indemnity claim prior to returning to work.

### 14.06

A terminated employee shall be paid his full vacation entitlement for the previous calendar ~~year~~ plus his full pro-rated entitlement for the current calendar year.

After the first ~~year~~ of qualification, the Company agrees to advance the employees entitlement to January 1st, of subsequent years.

#### **14.07 - Supplement Vacation Allowance**

**(a)**

Employees with **25 years** or more continuous service **shall** receive the following additional vacation in the year in **which** they would attain the following ages:

- At age **60 and** before 61 - One week additional vacation.
- At age 61 and before 62 - **Two** weeks additional vacation.
- At** age 62 and before 63 - Three **weeks** additional vacation.
- At** age 63 and before 64 - Four ~~weeks~~ additional vacation.
- At age 64 and before 65 - Five weeks additional vacation.

**(b)**

**AU** additional supplementary vacation allowance must be taken within **the period** from September **15th** to June 15th.

#### **14.08 - Vacation (Summer Period: June, July, August)**

**(a)**

All requests for vacation for summer period must be submitted before April 1st.

**(b)**

The employee with the most seniority in Security Department (not Mill Seniority) will be given first consideration for dates requested.

**(c)**

A maximum of **two (2)** on vacation at any given time.

**(d)**

**No more than three (3)** weeks may be **taken** at one time during summer period unless availability warrants exception.

#### **14.09 - Vacation (Christmas Period: December 15 to December 30)**

**(a)**

First consideration for **vacation** during the **week** of Christmas will be given to the employee **scheduled** to **work Christmas Day**. Seniority will then be the determining factor after this consideration.

**(b)**

All requests for vacation during this period must **be** submitted **by** October 1st.

#### **14.10 - Vacation (Other Periods)**

**(a)**

All vacation during other **periods** must be submitted at least two **(2)** weeks prior to **date** of vacation.

**(b)**

A maximum of one (1) on vacation at any given time.

#### **14.11**

Employees must have worked at least 750 hours during each calendar year. Time off due to compensable accidents shall be considered as time worked. It is within the discretion of the Mill Management to allow certain variations from the limiting clause for sickness or other modifying causes. Employees are paid one normal week's earnings at their regular rate of pay for each vacation week or 2.4% as of the date of ratification of gross earnings in the previous calendar year which ever is the greater.

#### **14.12**

The Company will endeavour to avoid shifts in excess of eight (8) hours, due to holidays, but if it becomes impossible to obtain competent workers, it is understood that period of work in excess of eight (8) hours will be mutually agreed upon between Management and the Union.

### **Article 15 - Statutory Holidays**

#### **15.01 Statutory Holidays**

Employees covered by this Agreement shall be allowed the following Statutory holidays:

New Year's Day, Good Friday, Easter Monday, Victoria Day, Dominion Day, Civic Holiday (1st Monday in August), Labour Day, Thanksgiving Day, Christmas Day, Box Day and the last half day proceeding Christmas and New Year's Day.

All holidays will be observed on the date it actually falls.

#### **15.02 Agreement Covering the Operation of the Mill During New Year's Day Holiday:**

**(1)**

Notwithstanding the provisions of the collective agreement and in particular those provided for in Article 15, The Company will have the right to operate the mill during the statutory holiday of New Year's Day on a voluntary basis. However, if sufficient qualified voluntary employees are not available to fill the required department schedule, the vacancies will be filled by reverse seniority from the junior qualified employees of each department. The Company will advise the Union sixty (60) days in advance of its intention to operate on New Year's Day Holiday.

- (i) When production continues during a statutory holiday, crews will be kept to a minimum as is done during regular operations on Sunday.
- (ii) An employee who works during a statutory holiday so that production may be maintained, will be paid in the following manner:

- (a) the statutory holiday is paid according to Article 15.03 (1)
  - (b) double time is paid for hours worked:
  - (c) for **each** hour worked, an additional payment will be made of one (1) hour at the **rate** of pay of the **job at** which the employees worked:
  - (d) **an** employee who works **a** complete relief shift during the twenty-four **(24)** hours of **a** statutory holiday, may take a compensatory holiday (unpaid) before **the** following month of May, at a date agreed upon with his immediate supervisor.
- (iii) The employee who **does** not work during his statutory holiday is paid according to Articles 15.03 (1)
  - (iv) The weekly work schedule will be respected when the mill operates on **a** statutory holiday
  - (2) This agreement does not apply to employees whose regular work must take place during statutory holidays while the mill is not in operation.

### 15.03

The shutdown **periods** may be changed by mutual agreement. It is further agreed that all employees **whose rates are fixed** by the terms of the Agreement and who have **been** in the **service** of the Company for not less **than** thirty **(30)** days immediately preceding a designated statutory holiday **shall be entitled to receive** holiday pay for **those** Statutory Holidays outlined in Article 15.01 subject to the following conditions:

- (1) Statutory Holiday pay will be at the **rate** of twelve (12) times the employees regular hourly **rate**.
- (2)(a) Employees who are on regular vacation at the time of such designated statutory holidays shall receive holiday pay in addition to their regular vacation pay. When a statutory holiday falls during **an** employee's annual holidays, said employees may opt to take another day off in lieu of the statutory pay at a mutually agreeable time.
  - (b) **Tour** workers **whose** scheduled day off falls **on** a designated statutory holiday will **be** paid for the statutory holiday **and** will be given the option of another day off without pay **at** a mutually agreeable time.
- (3)(a) Employees who **are** obliged **to** work on a designated statutory holiday shall be entitled to time and one half for **the** time worked on such holiday and **to** one day off with pay for twelve **(12)** hours as specified in clause 15.03(1) above, at a time mutually convenient to such employees and the Management. Employees required to work on a statutory holiday and wish **to** defer **the** statutory holiday payment will be required to inform their supervisors **on** the Friday previous to the statutory holiday.

- (b) Time **and** one half will be paid for all hours of work on a statutory holiday.
- (4) Employees who **are** off work on account of absence initiated by themselves, when normally they would be at work, shall not **be** entitled to statutory holiday pay.

**A regular** employee will **be** considered absent **with** justifiable cause, if he is unable **to** report for work because of sickness or accident; and able to prove such with a **medical** certificate **and** providing he has worked at least eight **(8)** hours in the ninety (90) days preceding the holiday.

This also applies if he has applied for and received special official leave, approved by **the** Human Resources Office.

## **Article 16 - Bereavement Leave - 8 Hour Shift**

When death occurs to **an** employee's spouse, child, adopted child or stepchild, the employee will be granted leave of absence and will be paid for eight **(8)** hours at his regular straight time rate of up to five **(5)** consecutive scheduled working days lost in the eight (8) day period beginning with the date of death.

When death **occurs** to **an** employee's immediate family; immediate family is defined as: mother, father, brothers, **sisters**, mother-in-law, father-in-law, stepfather, stepmother, stepbrother, **stepsister**, grandfather, **grandmother**, and grandchild, the employee will **be granted** leave **for** eight (8) hours at his **regular** straight time **rate** for up to three (3) consecutive scheduled working days lost in the eight (8) day period beginning with the date of death.

Pay **will** be at straight time even though one or **more** of the days of funeral leave occurs on Sunday or a paid holiday. Pay for three (3) or five **(5)** scheduled working days will not be granted if the employee **does** not attend the funeral. If the employee does not attend the funeral, he shall receive one (1) days' compassionate leave with pay.

**An** employee **must** have thirty (30) or more days of service with the Company **and** must **make** application for this payment.

The regular straight time rate means the straight time rate of the job at which the employee would have worked had he not been on funeral leave.

**An** employee absent on scheduled vacation or floating holidays will be provided the usual number of days applicable to Funeral Leave in addition **to** his vacation payment.

## Article 17 - Leave of Absence

The Company will agree to the following language concerning leave of absence without pay:

- (a) Leave of absence without pay, up to a maximum of three (3) months, may be **granted at** the discretion of Management for the following reasons:
  - (1) **Legitimate personal reasons.**
  - (2) **Official Union business.**
  - (3) **Candidacy for public office at the Federal, Provincial or Municipal level. Such leave may be extended until seven (7) days have elapsed following the date of election.**
- (b) Any leave of absence granted as per paragraph (a) will not result in any **loss** of seniority.
- (c) Leave of absence without pay may be granted at the discretion of Management for service **as an** elected representative in the Federal, Provincial legislature or Municipal. **Such** leave, if **granted, shall** normally **expire thirty (30)** days following Conclusion of **the period of elected** office, but in no case shall it be in excess of five (5) years.
- (d) Any leave of absence granted **as** per paragraph (c) will not cause a break in continuity of service but **the period** of absence shall not be counted in calculating any service **related** benefit.
- (e) Employees, when granted **a** leave of absence in excess of one (1) month, will be required **to** prepay full premiums for group life insurance and **all** other insurance coverage in accordance with provisions of the respective policies.
- (f) All requests for "leave of absence" must be applied for in writing.
- (g) **The Company** may require **an** employee to exhaust his normal vacation entitlement before commencing **a** leave of absence.

## Article 18 - Jury Duty

**An** employee who is prevented from working his scheduled shift due to being on jury duty or **reporting** for jury roll-call, crown witness or subpoenaed witness shall be paid **the** difference **between the** pay received for such jury duty at eight times the straight time hourly **rate** he would otherwise **have** received. Such employee must have at least ninety days continuous service.

**An** employee scheduled **to** work the midnight to 8:00 a.m. shift or tour immediately prior to jury roll-call, crown witness or subpoenaed witness or duty on that date, will be excused upon request and jury roll-call or duty allowance will be paid.

## **Article 19 - Meal Clause**

### **19.01**

The Company agrees that, unless personally notified the previous day, an employee who is required to work beyond his regular hours, will be provided with a meal at the Company's expense.

This Section shall also apply in the case of an employee who is called out and required to work through a normal meal period.

### **19.02**

Employees called in to work a complete shift on overtime or on his regular day off, will be required to provide his own meal, providing he is notified more than two (2) hours prior to starting time of the shift. No employee will be required to provide more than one meal under this application. After the provision of the first meal, under any section of this clause, a hot meal will be provided every four (4) hours thereafter at the Company's expense.

### **19.03**

The Company will accept the responsibility to provide a hot meal on 12-8 shift when required. Employees will be allowed to use meal tickets at their discretion within a fourteen (14) day period from date of issue.

## **Article 20 - Transferring of Employees from One Job to Another**

### **20.01**

When it becomes necessary to transfer employees, whether temporarily or permanently from one class of work to some other, the rate of pay for such employees shall be the regular rate paid for the class of work performed.

### **20.02**

**Supervision Replacement:** It is Company policy that when an hourly worker is requested to act in the place of a Salaried Supervisor, his rate will be adjusted upward. Such upward adjustment will not be less than 75 cents per hour above the highest rate supervised.

### **20.03**

**Transfer of Employees & Job Posting:** When a permanent vacancy occurs in a department, the Company shall post on bulletin boards throughout the mill, a notice pertaining to the bottom job in the department affected. Such notice shall indicate the qualifications essential to the vacant position in the department. Such posting shall be for a period of seven (7) working days and the Company



shall have the right to make a temporary appointment without penalty. Time worked in such **temporary** appointment **will** not be considered when making permanent selection according to this clause. **In selecting the man for the permanent vacancy, the Company shall consider seniority, education and experience. When two or more employees' education and experience are sufficient, then seniority shall prevail.**

In cases of promotion where the man to be promoted **is** not the senior man, the Company **will** present **the** alternate name to the local union who will have the opportunity to discuss with the Company the qualifications of the senior man. The Company shall take such presentation into consideration in making its decision. It is recognized that the responsibility of management is to ensure the maintenance of **an** adequate work force to operate the mill. **This** decision may be subject to the grievance procedure **as** outlined in Article 22 of this Agreement. The Company will provide **a** list of all applicants for each job posting, including Local Union seniority, to the local union,

**A** successful applicant will be on trial for a period not to exceed thirty (30) working days and/or 240 regular working hours excluding overtime, whichever comes first, **on** his new **job**. If the employee proves satisfactory, he will then **be** confirmed in his new **position**. If the employee proves unsatisfactory during the **trial period**, or **asks** to be returned to his former classification during the **trial period**, he will be returned to his former classification and department at his former rate of pay, **as** will any other employees who were transferred or promoted by reason of the employee's successful application.

**The** above time limits may **be** extended by mutual consent.

Employee(s) affected by return to his (their) classification will retain full department seniority.

Employees accepted on a job posting cannot apply for another posted job until completion of six (6) months in the **job** awarded with the exception of any posting for a trades apprentice or helper vacancy, **An** employee who is **returned** from a job posting to his former classification cannot apply for another **posted** job until completion of six (6) months after return to his former classification. An employee who **asks** to be **returned** to his former classification cannot apply for another **posted** position for **six** (6) months from the **starting** date of his previous successful application.

It is understood that **this** will not apply to temporary vacancies during the "Temporary Relief" **period** (**Posted** Scheduled Summer Vacation Block.) All permanent vacancies on the bottom **jobs** in the lines of progression will be posted at the end of the Temporary Relief period November 30th.

**The** Company will notify employees that are off work for reasons of **sickness**, accident, layoff or vacation of **all** job postings. The Company will **make** the selection within 14 **days** of the job being posted. **The Local** Union and the applicants will **be** advised of the successful applicant.

## Article 21 - Observing of Mill Rules

All rules, policies and interpretations, heretofore mutually adopted by and between the officials of E. B. Eddy Forest Products Ltd. and the above named Union, shall remain in force during the life of the Agreement. Before new mill rules are added or old mill rules are changed, they will be discussed with the Union before posting. The Company will supply copies of Mill rules, policies and interpretations within 90 days.

Rules are issued for the purpose of creating understanding between all concerned. They are for the protection of all. They are not for the purpose of making work onerous or to display authority. Let us obey the rules for safe working, for fair dealing and for good relations in our Mill.

## Article 22 - Adjustment of Complaints

### 22.01

Any employee or employees not in agreement with the Company policies or rulings must first take the matter up with his or their Supervisor within five (5) working days, excluding Statutory Holidays and weekends, and will request to be accompanied by a Shop Steward in his department or a union representative.

If this meeting fails to adjust the matter, the employee must refer it to his appropriate supervision or his Departmental Supervisor in writing within five (5) working days, excluding Statutory Holidays and weekends.

The Department Superintendent, or delegate, grievor, shop steward or union representative will meet to discuss the matter within five (5) working days excluding Statutory Holidays and weekends.

If the superintendent fails to settle the problem to the employee's satisfaction and a complaint develops, it will be referred to the Human Resources Department either by the employee alone or in company with a Representative of the Grievance Committee. Superintendent must reply within five (5) working days excluding Statutory Holidays and weekends.

The original written complaint received by the Departmental Superintendent will be the basis of the complaint or grievance from that point on.

If the Human Resources Department does not settle the matter in five (5) working days, excluding Statutory Holidays and weekends, it shall become a grievance and then be reported by the officials of the Union to the Resident Manager in writing, and the Resident Manager shall give a written reply within five (5) working days excluding Statutory Holidays and weekends stating the decision arrived at.

At the Local level, the time interval applies equally for both employer and employee, unless notice advising delay has been submitted within the time interval.

If the Resident Manager fails to **adjust the** grievance in a satisfactory matter, it should be referred to the President of E. B. Eddy Forest Products Ltd., or his authorized representative and the National President or Representative of the Union. If these two fail to reach an understanding, the matter may be referred to arbitration..

The Company will have the privilege of selecting an arbitrator: and the Union will have the **same privilege** of selecting **an** arbitrator, and the two thus chosen may select a third arbitrator. If these two arbitrators **cannot** agree upon a third arbitrator, the Provincial Minister of Labour of **Toronto** shall appoint **a** third arbitrator and this board of arbitration shall convene and render **a** decision which shall be **final and** binding upon both parties to this Agreement.

## **22.02**

If **an** employee should **be** discharged in a manner that he considers unjust, it shall be reported to **the** Mill Manager within five **(5)** working days in writing, excluding Statutory Holidays and weekends and who shall reply within five **(5)** working days excluding Statutory Holidays and weekends.

In determining any grievance arising out of discharge, the Board may dispose of the claim by affirming **the Company's action and dismissing the grievance** or by **setting aside the disciplinary action involved and** restoring the grievor **to** his former position with or without compensation or in such other manner **as** may in the opinion of the Board be **justified**. Such decision shall be **final** and binding on both **parties** to **this** agreement. However, in no **case** shall the Arbitration Board have the right **to** add, delete or modify **any** clause of the Agreement.

## **Article 23 - Obedience Federal and Provincial Laws**

It is further understood that each party to the Agreement agrees to abide **by** ail Provincial **and** Federal laws now in force or that may hereafter come in force during the life of the Agreement, or **any** extension thereof, insofar **as** they apply to this Agreement.

## **Article 24 - Automation**

### **24.01**

The Company undertakes to advise and to discuss with the Union in advance **as far as** possible (minimum **three** (3) months) of any technological change which the Company **has** decided to introduce which will result in significant changes in the employment status of employees.

## **24.02**

The Company agrees to discuss with the Union the effect of such technological changes on **the** employment **status** of employees **and** to consider practical ways **and** means of minimizing the adverse effect on employees displaced by such changes. Such measures **as** early retirement, retraining and transfers to other existing job will be considered.

## **24.03**

if **a** permanent employee with one **year's** continuous employment or more, is set back to **a** lower paid job due to job elimination under conditions set forth above, **he** shall retain the rate of **the** permanent payroll position for an initial **period** of **six** (6) months. For an additional **period** of six (6) months, **an adjusted** rate will be established midway between this **rate** and the rate for his new job each work week. At the end of the twelve (**12**) month period, the rate for the job **to** which he is assigned will apply. Summer relief or temporary employees are not covered by this **clause**.

## **24.04**

A permanent employee with one year continuous service or more, who will be laid off due **to** job elimination under conditions set forth above will be given notice of the impending change in employment **status** **at** the earliest possible time in keeping with the notification of the Union **as set** forth above.

## **Article 25 - Severance Pay**

A permanent employee with at least one year's continuous service **who** is laid off due **to** job elimination **by** Management decision for such causes as more efficient operation, change or elimination of **a** process, lack of orders, shall be paid severance pay. Severance pay shall not be paid due **to** job elimination for such causes as fire, flood, explosion or "Act of **God**".

Severance pay shall be paid in accordance with **the** following:

### **(a)**

Severance pay shall be 2% of an employee's total earnings for his last full **period** of service without interruption due to lack of work. Severance pay will not be paid to employees who resign or are discharged. One half of **this** severance pay is payable after the employee has been laid off due **to** job elimination for **a period** of **six** (6) weeks. The second half of the severance pay is payable after the employee has been laid off a total of three (3) months. It shall be the responsibility of the employee to make application for such severance pay.

### **(b)**

If recalled to **work** before the severance payment is payable, no such payment will be made. **Any** employee refusing a recall shall forfeit his right to severance pay.

**(c)**

If an employee is recalled after having received all of the severance pay due him, he will, **as of the date** of return, commence a new period of accumulation which will be credited toward **any future** layoff.

**(d)**

If **an** employee is recalled after having received half of the severance pay due him, he will, upon **return to work**, retain the right **to the** unpaid portion which will be added to **any new** accumulation of severance pay.

## **Article 26 - Causes** for Discharge

Wilfully disobeying posted safety rules.

Refusal **to** comply with Company rules.

Leaving the Mill property, unless on Company business or authorized by a Supervisor because of special circumstances.

Smoking in prohibited areas.

Bringing intoxicants into or consuming intoxicants on Mill premises or reporting for duty while under the influence of liquor.

Sleeping on duty.

Neglect of duty.

Deliberate punching of any time card other than his own.

insubordination.

Destruction, **removal** or **waste** of Company's property.

**Reading books, magazines,** or newspapers while on duty, except where required in the line of **duty**.

**The** disfigurement of bulletin boards and/or interference of Company notices.

Disorderly conduct.

Incompetency.

Neglect causing injury **to** any person.

## Article 27 - Bulletin Boards

Notices shall not be posted in the mill, except upon official bulletin boards. In such cases, permission from the Director of Human Resources must be obtained before the notice is posted.

## Article 28 - Safety

### 28.01

Employees must not wear clothing which can readily become entangled in machinery.

### 28.02

Safeguards must only be removed for maintenance purposes and must be replaced when work is done.

### 28.03

Hard hats must be worn as posted.

### 28.04

Safety shoes must be worn as a condition of employment. The Company shall pay \$70.00 once in each calendar year towards the cost of high quality safety shoes. Policy for payment of \$70.00 towards the cost of safety shoes:

- (a) Employees purchasing safety shoes via payroll deduction will have the \$70.00 credited against the purchase price.
- (b) Employees purchasing safety shoes will present proof of purchase to the Human Resources Department and will receive \$70.00 credit via payroll cheque.
- (c) Temporary students will be covered under the 1st two options.
- (d) At the end of the calendar year, regular employees who have not used the \$70.00 credit towards the cost of safety shoes in that year will receive credit via payroll cheque.
- (e) The Company will provide safety boot allowance for a second pair if required. If the employee does not purchase the second pair of boots only one subsidy will be paid for that year.

Effective January 1, 1996 the Company will contribute \$80.00 per year towards the purchase of safety footwear.

### 28.05

The Company will continue to provide protective safety equipment to employees as required, including industrial safety glasses and industrial prescription safety glasses.

### 28.06

Health & Safety - Joint Health & Safety Conference

- (a) A joint **E. B. Eddy Forest Products Ltd./Communications, Energy and Paperworkers Union** Safety Conference will be held annually. These conferences will be held in February or March with the specific date and location being subject to mutual agreement.
- (b) The purpose of the conference will be to develop and support joint participation in the **Health & Safety Program** of the Espanola Mill.
- (c) One (1) delegate from Local 156-1, who is a member of the mill **Health & Safety Committee**, may attend the conference. This delegate will be compensated for any loss of wages incurred as a result of attending the conference.
- (d) Conference planning and the agenda will be the responsibility of a joint committee selected by **E. B. Eddy Forest Products Ltd.** and the **C.E.P.**
- (e) The agenda will be confined to those policy matters and practices affecting the health and safety of employees at the respective mills. Agenda items must be submitted by the Mill Joint **Committee** representatives to both the Human Resources Department and the National Office of **the Union**, no later than one (1) month prior to the date of the conference.

### 28.07

All employees receiving minor cuts, scratches, etc., will proceed as soon as possible to the First Aid on the day shift, and to the hospital, if necessary, after 4:00 p.m.

### 28.08

All accidents must be reported to the Supervisor at once by the injured person when possible. The Supervisor will report the accident to the Plant Nurse or Human Resources Department, who will make the necessary report to the Worker's Compensation Board.

### 28.09

With respect to noise, the Company is desirous of promoting a program to reduce the incidence of hearing loss resulting from exposure to noise. This program will include the periodic audiometric testing of employees so that any reduction in hearing ability can be discovered. The Company agrees to provide an employee a copy of hearing test "Read Out", if requested.

The Company will provide protective devices and solicits the co-operation of the Union in encouraging the wearing of such protective devices by all employees working in noisy areas, The Company will

continue ~~its~~ present practice when installing **new** equipment, of purchasing only that equipment which is designed in such a way **as** to keep **noise** to a reasonable level.

## **Article 29 - Inspection of Tool Boxes**

Anybody leaving the employ of the Company shall not remove **any** property until they **are** first inspected **by the** Supervisor and written approval obtained for their removal.

## **Article 30 - Smoking**

Smoking will be permitted in designated smoking areas only. All smoking areas are **marked**.

## **Article 31 - Union Executives**

Union office holders will not be discriminated against in making promotions.

## **Article 32 - Visitors' Passes**

Visitors **are** not permitted in or upon Company property without first registering **and obtaining a** visitor's pass from the Switchboard. This applies also to employees who **are** off shift.

## **Article 33 - Clarification of Company Policy**

### **33.01**

**The Company** Will be reasonable in its attitude toward requiring men to do work outside the work of their own craft.

### **33.02**

**The Company** will improve First Aid Service, especially **on** midnight shift.

### **33.03**

It is not the general policy for salaried supervision to carry out duties normally the responsibility of hourly workers.



### **33.04**

It **has** been agreed that delayed penalties **will be** discontinued and that penalties **will be** carried out according to the Labour Agreement.

### **33.05**

Any changes to Company policy affecting the hourly workforce will **be** discussed with the Union.

### **33.06**

The Company agrees that during the life of this Agreement, all Letters of Understanding and Agreement it enters into with the Signatory Union shall for all intents and purposes become part of this Agreement.

### **33.07**

It is not the policy of the Company to allow a **person** to **work** a double shift except in **an** emergency.

### **33.08**

The Company **agrees to** pay regular straight time wages **to** employees on Leave of Absence for Union business. The **Local** Union concerned shall be billed monthly for all wages paid. The Company will make all normal **deductions** for Income **Tax**, C.P.P., et cetera.

## **Article 34 - Group Welfare Plans**

### **34.01**

**Weekly Indemnity** - The Company will **provide** a Weekly Indemnity Plan which contains the following provisions:

#### **(a)**

To provide **a** weekly benefit equal to 70% of 40 or 42 hours at an employee's status rate with no maximum.

#### **(b)**

A daily benefit formula to be equal **to** 1/7 of 70% of 40 or 42 hours at **an** employee's **status rate** with no maximum.

#### **(c)**

Employees who **are** regularly scheduled to **work a 42 hour** work week will **have** their benefits calculated **on** that basis.

#### **(d)**

(i) Benefits will begin **on the** first day of **an** accident, first day of hospitalization, fourth day of sickness for **a** maximum period of **52** weeks,

**(ii)** Hospitalization is a stay in the hospital for at least eighteen hours or if an out-patient, surgery was performed that could not have been done in the doctor's office.

**(e)**

To requalify for full benefit of 52 weeks for recurring illness, an employee must be actively employed for a period of thirty days.

**(f)**

The Company will pay the full premiums for each active employee covered under this plan.

**(g)**

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

Any employee, member of the Union, who is disabled for a period exceeding three (3) consecutive days during his scheduled vacation period due to sickness, may at his discretion elect to receive Weekly Indemnity Benefits in lieu of any remaining full calendar week or weeks of previously scheduled vacation. An employee who takes this option must designate a proportionate number of consecutive days (beginning on the first day of sickness) of a given calendar week of previously scheduled vacation to satisfy the waiting period to qualify for benefits payable under the Weekly Indemnity Plan. The benefit period will commence in the first calendar week following that in which days of vacation have not been designated as waiting period.

Any employee, member of the Union, who is disabled during his scheduled vacation period due to accidental bodily injury or sickness requiring hospitalization, may at his discretion elect to receive Weekly Indemnity benefits in lieu of any remaining full calendar week or weeks of previously scheduled vacation. The benefit period will commence in the first calendar week following that in which the accidental bodily injury or hospitalization occurred.

Employees exercising the options described above, whereby full weeks of previously scheduled vacations may be cancelled in lieu of Weekly indemnity benefit payment, will be required to take an amount of time off equivalent to the deferred week or weeks within the same calendar year and subject to the terms of Article 14.05 of the Collective Agreement between the Company and the Union.

Employees who are members of the Union, will not receive Weekly Indemnity Benefit payment simultaneously with vacation pay except as noted in Article 14.05 of the Collective Agreement between the Company and the Union.

The Company and the Union further agree that all of the foregoing will for all intents and purposes become part of the Collective Agreement between the parties as stipulated in Article 33.05 of the said Collective Agreement.

### 34.02

**Life Insurance** - The Company will provide a Life Insurance Plan which contains the following provisions:

(a)  
Life Insurance and A.D.& D. coverage - one and one-half times earnings, maximum **\$60,000 (2080 hours x status rate** to be used to establish level of coverage per employee). Company will pay premium cost.

(b)  
Each active employee excluding "Temporary Relief" **will** have the option of purchasing an additional **\$5,000,00** Life **insurance** with 24 hour "Accidental Death and Dismemberment" provision (A.D.& D.) coverage at the rate of \$0.69 per thousand coverage.

(c)  
A basic coverage of one and one-half times earnings, maximum of \$60,000 Life Insurance and Accidental **Death** and Dismemberment provision (A.D.& D.) will be provided for employees on total disability prior to age 60 **and** up to retirement age 65.

(d)  
The Company will provide a \$4,000. Life Insurance coverage for all employees retiring.

(e)  
Life insurance - Dependents - The Company will provide dependent life insurance on **the** following basis:

Employee pays 100% of cost.

Spouse - \$10,000

Each unmarried child:

- (a) 14 days but less than 1 year of age - \$5,000
- (b) 1 **year** but less than 19 years, or 25 years when a student full time, wholly dependent on the employee for support - \$5,000
- (c) **the** spouse's life insurance will be reduced to \$5,000 upon the employee's retirement and cancelled **on** his death

### 34.03

**Major Medical** - **The** Company will provide a Major Medical Plan which contains the following provisions:

(a)  
The provision for Major Medical coverage **as** outlined under Group 60526 of the Metropolitan Life Insurance Company and E. B. Eddy Forest Products Ltd. will remain in effect for the life of the Agreement.

**(b)**

The major **medical** plan will provide 100% coverage. The Company will pay **the** present premium of this plan.

A Temporary Relief employee individually covered under O.E.H.T. (Ontario Employer **Health Tax**) will qualify for a modified Major Medical Plan to provide a benefit **as** stated above to be applicable only **during the terms** of "Temporary Relief" employment and coverage terminating on November 30th. Such "Temporary Relief" employees will pay the full cost of Major Medical premium for this **coverage**.

#### **34.04**

Ontario Employer Health **Tax** (O.E.H.T.)

The Company agrees to pay **the** premium for the **Ontario** Employer Health **Tax** coverage.

#### **34.05**

**Dental Plan** - The Company will provide a **Dental** Plan which contains the following provisions: The Company implemented a Blue **Cross** type Dental Plan 7 with riders 1, 2 and 3 **with 50%** co-insurance on riders 2 and 3. The Company will pay 100 % premium cost at **date** of implementation of the Plan. A description of the Plan will **be** provided for employees.

Effective on the **date of** ratification **the** plan will provide coverage **based** on the 1993 Canadian **Dental** Schedule of **Fees**.

Effective - **May 1, 1995** the **1994** Schedule of **Fees** will apply.

Effective - **May 1, 1996** the **1995** Schedule of **Fees** will apply.

Effective - **May 1, 1997** the **1996** Schedule of Fees will apply.

#### **34.06**

**Vision Care** - The Company will provide a Vision Care Plan for an employee and his covered dependents, When **prescribed** by a physician or an optometrist, the Plan will cover **frames, lenses and the fitting** of prescription glasses, including contact lenses, up **to** a total payment of \$100.00 per family member in any **two** consecutive calendar years.

Effective **May 1, 1996** the benefit will be increased **to** \$125.00 per family member in **any two (2)** consecutive calendar years.

### **Article 35 - General Provisions - Group Life and Group Health**

#### **35.01**

All insurance **comes** into effect the first **day** of each month following date of active employment. The Company agrees to supply **master** copies of Group Life **and** Health Plans to the Local.

### **35.02**

The **parties** agree **that** Items Article 34.01 to 34.06 herein, inclusive, will **form** part of **this** Collective Agreement. An outline of the plans will be supplied to each employee.

### **35.03**

**During** the life of this Agreement, there shall be no change, suspension or discontinuance of the Group Life **and** Group Health plans excepting as may be required by law or by mutual consent of the parties.

### **35.04**

If there should be a reduction in premiums that are in effect when the Company assumes payment of **said** premiums, the balance will be applied to such other employee benefits as may be **agreed** upon between the Company and the Union.

### **35.05**

The term "active" employee wherever used in this Agreement with reference to Group Life and Group Health Plan means:

- (a) **An** employee **who** is at work for the Company for full **time** and for full pay.
- (b) **An** employee off work on non-occupational sickness or injury, covered by **Weekly** Indemnity.
- (c) **An** employee off work due to an injury covered by Worker's Compensation.
- (d) **An** employee **on** vacation or leave of absence approved in writing by the Human Resources Department.
- (e) Temporary Relief employees hired between May 1st and November 30th where the **insurance** coverage applies.

### **35.06**

A quarterly statement indicating claims experience and premium rating will be given to the **Local Union**. This statement will provide a breakdown of experience by line of coverage for Group Life, A.D. & D., Supplementary Life, Major Medical **and** Weekly Indemnity Insurance.

### **35.07**

#### **Welfare** Plan Premiums

If during the Term of **this** Agreement, the Federal and/or Provincial Governments shall introduce legislation to **provide** benefits (other **than** Wage Replacement Programs) presently provided for under the Terms of the Collective Agreement which would eliminate, restrict, reduce or duplicate said **benefits** any net premium **saved** by the **Company** shall **be** returned to the employees.

### **35.08**

#### **Medical Certification Fee**

The Company will compensate an employee for the **standard fee** charged by a physician for completion of a medical certificate of illness, if such certificate is required by the Company to support an employee's **claim** pursuant to the Weekly Indemnity Plan. We consider requests **from the Company or Insurance Carrier as the same** and therefore will **pay** the cost of medical certification **requests**. Payment will be initiated upon the presentation of a formal receipt from the attending physician.

## **Article 36 - Pension Plans A & B**

### **36.01 General Provisions**

#### **(a)**

The parties agree that the pension benefits of E. B. Eddy Forest Products Ltd. Retirement Plan No. 2 will form part of this Agreement for service after December 31, 1994.

A **booklet** of the Plan will be kept available for each employee.

#### **(b)**

During the life of **this** Agreement there shall be **no** change, suspension or discontinuance of **these** pension benefits **excepting as may** be required by law, or **by** mutual consent of the Parties. **In the event** of termination of the **Plan**, **no part** of the assets of the Plan shall be **used** for, or **diverted to** purposes other than exclusive use of the beneficiaries and employees covered by the Plan.

#### **(c)**

The Company shall furnish **the** Union with **an** annual statement detailing all **data pertaining to** operation of the Plan.

#### **(d) Membership**

**Those** employees **who** become certified **on January 1, 1995** and **who** are members of E. B. Eddy Forest Products Ltd., Plan No. 3 as of December 31, 1994 will become members of Plan 2.

**Those** in the non-contributory **Plan 3** will become members of Plan 2 non-contributory (Plan "A") and **those who** are members of contributory Plan 3, will become members of **the** Contributory **Plan 2** (Plan "C").

All employees who are members of CEP 156-1 hired on **or** after January 1, 1994 shall **become** contributory members of Pension **Plan "C"** as a condition of employment as of the date on which **they** complete twelve months of continuous service.

**(e)**

Employee Contributions:

- Pension Plan "A" • no contributions required by employee.
- Pension Plan "C" • effective January 1, 1995, employee contributions will be 3.5% of earnings up to the Year's Maximum Pensionable Earnings as defined by the Canada Pension Plan (CPP) plus 5.0% of earnings in excess.

**(f)**

Definition of Earnings:

In order to Calculate final average earnings and the years for which the earnings were the highest, the earnings in each 12 month period preceding retirement date will be annualized and the final average earnings divided by five. Earnings while a member of another Company pension plan will be used, as required, to calculate the final average earnings.

Earnings will be defined as salary, wages, payments under incentive plans, and other remuneration for services, as determined by the Company under its normal practices, but excluding overtime, taxable benefits, special payments or indemnities or reimbursements for expenses.

An employee who transfers to a lower wage rate classification within the five (5) years prior to qualifying for retirement will contribute to the plan and receive benefits based on the wage rate and hours worked for the higher job classification.

Earnings in respect of continuous service on or after January 1, 1995, shall mean the status rate multiplied by the number of hours worked or has been on paid vacation, paid holiday or paid sick leave to a maximum of 40 hours per week,

For those employees working on a seven-day continuous operating schedule, the calculation of earnings will be based on a 42 hours per week effective January 1, 1995.

A disabled member in receipt of benefits from a long term disability plan sponsored by the Company shall be deemed to be in receipt of earnings from the date which is one year after the date of disability at an annual rate equal to his status rate earnings which he was receiving prior to becoming disabled multiplied by 2080.

The final average annual earnings means the average of the earnings in the last five twelve-month periods of continuous service preceding separation of employment.

**(g)**

**Early Retirement:**

An employee may elect early retirement between the age of 58 and 65 with no actuarial reduction in pension, provided the employee has completed 20 years or more of continuous service.

Effective January 1, 1992 the pension legislation was changed and the Income **Tax** Act requires for **years of service accrued from January 1, 1992, that the pension payable at early retirement ages will** be reduced by  $\frac{1}{4}\%$  for each month that the pension commences prior to the earliest of:

- 1) attainment of age 60,
- 2) attainment of 30 years of continuous service,
- 3) the date that the sum of the age and continuous service would have equalled 80.

If at the retirement **date** the member has attained age 55 and completed at least 20 **years** of continuous service, the pension will be **reduced** by  $\frac{1}{2}\%$  for each month by which such early retirement precedes the attainment of age 58, subject to the minimum reduction required by the income **Tax** Act.

For members who retire **after** attainment of age 55 but prior to completion of 20 years of continuous service, the pension will **be** reduced on an actuarial basis.

**The Bridging Supplement** will provide to **any member electing to retire upon the attainment of age 55 and providing he has accumulated at least 20 years of continuous service, a Bridging Supplement as outlined below for each year of continuous service up to a maximum of 30 years:**

- (i) **a member** retiring after **his 60th** birthday, a Bridging Supplement of \$15.00 **per month.**
- (ii) **a member** retiring after attaining age 58 and prior to his 60th birthday, **a** Bridging Supplement of \$28.00 per month (\$30.00 effective **May** 1, 1996 reducing to \$15.00 per month from the first of the month following his 60th birthday.
- (iii) **a member** retiring after attaining age 55 and prior to **his 58th** birthday, **a** Bridging Supplement of \$28.00 per month (\$30.00 effective May 1, 1996 reduced by  $\frac{2}{3}\%$  **per month** that such early retirement age precedes the attainment of age 58, subject **to the** minimum reduction required **by the** Income **Tax** Act. Such Bridge Supplement **reduces** to \$15.00 per month from the first of the month following his **60th** birthday.

**Effective May 2, 1993, the calculation of continuous service includes completed years and months (expressed as a fraction of a year).**

Such bridge benefit shall be paid monthly to and including the first of the month in which the member attains age 65 or dies, whichever is earlier.



**(h)**

Post-retirement Adjustment: (For service in this **Plan** only)

There will be no post-retirement adjustment for indexing for pensions in payment between **January 1, 1995** and **May 1, 1996**. **Between** **May 2, 1996** and **May 1, 1998**, basic pensions in payment (**excluding** bridging supplements) will be increased annually on their anniversary month of retirement by **50%** of **the** increase in the Consumer Price Index subject to a maximum increase in the Consumer Price Index of **5%**.

**(i)**

Termination or Death before Retirement

Upon termination or death before retirement, members or beneficiaries, as applicable, of the plan who are not vested will receive a return of their contributions plus interest.

Rate of Interest

The **rate** of interest credited for a Plan Year on required contributions made by Members of this Plan shall be determined by the Company, subject to, with respect to **Plan Years** starting on **January 1, 1988**, a minimum rate calculated as the average of the month-end values of the yields of five-year personal fixed **term** chartered bank deposit **rates** as determined from the Canadian Socio-Economic Information Management (CANSIM) Series B14045, over the twelve-month period ending with December of the **year** preceding the Plan Year.

**The annual rates** of interest for Plan **Years 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993** and **1994** shall be respectively **11.90%, 12.40%, 9.50%, 9.00%, 8.00%, 10.20%, 8.10%, 9.71%, 10.5%, 8.10%, 6.58%** and **5.29%**.

**(j)**

The Plan with amendments as agreed in the 1994 negotiations shall not be subject to further modifications until the date of expiry of the collective agreement in force as of **January 1, 1998**.

**(k) Joint Survivor Death Benefit**

Where the retiree has a spouse at time of retirement, the member will be **deemed** to have elected an actuarial reduced pension which continues for the lifetime of a spouse following the **death** of **the retiree** at **60%** of such actuarial reduced pension. The amount of the pension will be **the** actuarial equivalent of the amount of pension paid in this form. The provision may be varied if both the member and the spouse agree in writing. It is understood that this benefit does not include any bridging supplement.

**(l) Vesting**

The **Plan** will provide for vesting of benefits earned in respect of service following two **(2) years** of participation **as a** member of the Plan.

**(m)**

**Consumer Price Index** means the Canada all-items Consumer Price Index (1981=100) as published by Statistics Canada.

Post Retirement Adjustment means in respect of any calendar year, 50% of the percentage increase in the Consumer ~~Price~~ Index during the 12 month period ending October of the preceding year subject to a maximum adjustment of 5%. The Post Retirement Adjustment shall be rounded to the nearest one-tenth of one percent. The increase in the amount of basic pension in each year shall be equal to the Post Retirement Adjustment multiplied by the annual amount of basic pension being paid as of the immediately preceding year.

If, by reason of Applicable Legislation, the Company is required to provide increased pension benefits to Retirees, the Company shall only be required to increase the amount of pension payable to a Retiree to an amount such that, after taking into account the increased pension benefits required to be paid by the Applicable Legislation, the Retiree shall receive the greater of the amount of such increased pension benefits and the increase otherwise provided for in this section.

**(n)**

**Pension Plan Committee:** The Company agrees to meet with the Union at Espanola on an annual basis to review the pension plan's activities for the previous year. During the course of this meeting the Company will discuss and provide to the Union data pertaining to the operation of the plan such as: total contributions made to the plan (employee as well as employer contributions), number of participants in the plan, number of employees retiring from the plan, the rate of return on investments, audited financial statements and actuarial valuation reports, annual information returns and plan amendments as available. The Union Committee shall consist of Local 156-1 President and one (1) other member.

**Pension Plan "A": Non-contributory Plan for employees who do not participate in the Contributory Plan.**

A retirement income for Credited Future Service from January 1, 1995 of 1% of the average best earnings during the five (5) highest consecutive years of the last fifteen (15) years of service for all future service after January 1, 1995.

**Pension Plan "C": Contributory Pension Plan for Employees Participating in the Contributory Plan**

A retirement income for credited future service from January 1, 1995 of 1.65% of final average earnings (as defined in Article 35 (f)) x pensionable service minus 1/35 CPP benefit x pensionable service from January 1, 1995 subject to a maximum of 14 years.

### **35.02 Pension from Prior Plan**

Those employees who were members of Plan No. 3 at December 31, 1994 and become members of **Plan No. 2** as a result of their certification will be **treated as a** transferred out member of **Plan No. 3** and **will** be entitled to benefits from Plan 3 for service up to January 1, 1995 in accordance with the transfer out provisions in effect at the time payments are due.

### **Article 36 - Long Term Disability**

The Company will provide a Long Term Disability Plan which contains the following provisions:

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

#### **(1) Eligibility**

The Long **Term** Disability Benefit **Plan** shall be compulsory for all full time regular employees who are participants in, **and** who are covered under the terms of the E. B. Eddy Forest Products Ltd. Weekly Indemnity Plan.

#### **(2) Effective Date of Coverage**

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

#### **(3) Qualifying Period**

An **insured** employee **shall** be eligible **to** receive **an** amount of Long Term Disability Benefit after **52 weeks** of benefit entitlement for the same disability under the **E. B. Eddy Forest Products Ltd. Weekly** indemnity Plan. Benefit payment shall not commence during a layoff or strike, until the termination of the layoff or strike.

#### **(4) Disability**

**Disability shall mean an** insured employee: who has received **52 weeks** of benefits under the Weekly Indemnity **Plan and** who is unable because of non-occupational disease or accidental bodily injury **to work** at his regular occupation or at any other available **job in the mill** during **the next consecutive twelve (12) months** and thereafter **is** unable to perform any and every duty of every occupation in the mill for which he is reasonably fitted by education, training or experience.

## **(5) Amount of Benefit**

- (a) 55% of regular straight time hourly rate, multiplied by 2,080 and divided by 12, up to a maximum payment of \$2,000 (**LESSCANADA PENSION**). The regular straight time hourly rate shall be the classified rate of the employee effective January 1st, of each year.

For employees who commence L.T.D. on or after May 1, 1995, the Company agrees to increase the maximum monthly benefit from \$2,000 to \$2,100 per month (**LESSCANADA PENSION**).

For employees who commence L.T.D. on or after May 1, 1996, the Company agrees to increase the maximum monthly benefit from \$2,100 to \$2,200 per month (**LESS CANADA PENSION**).

It is understood and agreed that the indexation of L.T.D. benefits will only become applicable commencing the May 1st following the commencement of L.T.D. payments.

- (b) The amount of benefit shall be reduced by any payments on behalf of the employee made under any Government Disability Plan (except increases in such amounts occurring 12 months or more after disablement), Worker's Compensation, or any other non-private disability income plan.
- (c) While receiving benefits under this Plan, an employee will continue to accrue pension benefits at no cost to him.

## **(6) Benefit Period**

Benefits will be paid for one month, for each completed month of service prior to *the* onset of disability, while the employee is disabled.

## **(7) Duration of Benefits**

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

- (a) On the date the employee ceases to be disabled; or (**NOTE** If there is a recurrence of the same disability within six months of return to work, a new qualifying period will not be required, and the disabled employee will be eligible for any balance of Long Term Disability benefit payments).
- (b) On retirement, under the **Early** Retirement provisions of the E. B. Eddy Forest Products Ltd. Retirement Income Plan.

- (c) On death; or
- (d) Attainment of age 65.

**(8) Participation in Group Insurance**

**An** insured employee receiving Long Term Disability **Plan** Benefits who was a participant in **the** Company Group Life insurance Plan on the commencement of his disability, will continue to **enjoy** Group Life **Insurance** coverage at **no** premium **cost** to him.

**(9) Modifications to Group Insurance Plans and Pension Plan**

- (a) The present provisions with respect to lump-sum of instalment payments of Group Life Insurance shall be amended so that payment will only **become** payable if the insured employee qualifies for such payment after exhaustion of his Long Term Disability payments.
- (b) The present provisions with respect to disability pension payments, shall be amended so that they will only become payable if the insured employee qualifies for such payment **after** exhaustion of his Long **Term** Disability Benefit payments.
- (c) The foregoing provisions shall apply only to **an** employee who elects to receive benefits under the Long Term Disability Benefit Plan.

**(10) Exclusions**

- (a) **An** insured employee receiving Long Term Disability Benefit payments shall not accumulate credit for vacation or holidays.
- (b) Benefits under the Long Term Disability Plan will not be payable for claims resulting from:
  - (i) Any injury arising out of or sustained while doing any act or thing pertaining to any occupation or employment for remuneration or profit, or
  - (ii) Pregnancy, miscarriage, childbirth, or any complications thereof, or
  - (iii) An injury **or** illness entitling the employee to Compensation under **any Worker's** Compensation or similar legislation, or
  - (iv) Self-destruction or any self-inflicted injury, while sane or insane, or
  - (v) Disability for which the employee is not under the treatment of a physician, or

- (vi) Alcoholism or drug addiction, **unless** the employee is confined in a hospital or institution licensed thereto, **or unless** he is undergoing regular rehabilitative **treatment** approved by the insurer and a physician..

### **(11) Rehabilitation**

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

# Schedule "A"

## Wage Classification

**Date of Ratification**      **May 1, 1995**

<b>Senior Security Guard</b>	<b>\$21.64</b>	<b>\$21.96</b>
<b>Security Guard</b>	<b>\$20.09</b>	<b>\$20.39</b>

## Appendix "A"

### E. B. Eddy Forest Products Ltd.

#### 12-Hour Compressed Work Week Schedule

In order **to** implement a compressed work schedule (twelve (12) hour continuous shift rotation) **in** the mill, the following understanding is agreed to by the parties:

1. Either party may cancel this agreement with 30 days written notice to the other party.
2. It is understood that the 12-hour schedule only applies to seven day continuous operation.
3. It is understood **by** both parties that problems may arise which are not covered in this agreement. Should **this** occur, **both** parties will meet and discuss the problem **so** that a satisfactory solution can **be** reached.
4. The established shift schedule as attachment **(A)**.
5. (a) Premiums shall not be paid to any employee for the sole reason for the transferring **from** one standard work week to another standard work **week**. In the case of reversion **to** the previous shift schedule, this same rule shall apply.  
  
(b) Day workers scheduled to work on the 12-hour schedule, or reverting back to day work **from** the 12-hour schedule, will not include any hours worked in the 12-hour compressed schedule, in **the** makeup of the 40-hour work week. (No pyramiding of hours in 12-hour schedule **as** premium over **40**).  
  
(c) Scheduled day workers required to work one shift in relief on the 12-hour schedule will be allowed **to** accumulate 8 hours of the 12-hour shift towards the makeup of their 40 hour work week.

#### 6. Relief for Unscheduled Absences:

When replacing for absences on shift the following procedure will **be** used.

1. Promote on shift.
2. The Company will post a volunteer list with the weekly schedule every Tuesday. **Both** volunteer and relief crew will sign **the** list with the relief crew having preference. **The** volunteer employee **does** not **assume** the responsibility of the relief position.



3. Employees who are scheduled on the job in which the absence occurs will be **asked** to work their day off.
4. The Company may **ask** any other trained employee in the respective jurisdictions.
5. After the above procedures have been followed, the scheduled employee on the relief **crew will** be required to be available for duty at the beginning of the shift change **and** remain available for two (2) hours. Employees **may arrange** for other qualified employees to be responsible for their calls **on** the approval of their immediate shift supervisor.

**7. Personal Arrangements for Shift Coverage:**

Should **an** employee make **a** personal arrangement for his last shift before his days off, he will be responsible for tilling the "call list" requirements by either:

1. Being on call.
2. Arranging a replacement.

(in conjunction with agreement 6 (1) above)

**8. Hours of Work - Shift Workers - 12-Hour Shifts**

- (a) The standard work day will be 12-hour with weekly hours varying according to the shift schedule.
- (b) Hours of work shall be 8:00 **a.m.** to 8:00 p.m. and 8:00 p.m. to 8:00 **a.m.**
- (c) It **is** understood that reliefs **will** be allowed to come in up to one (1) hour prior to the starting of his regular shift.
- (d) The work **week** shall begin and **end** at 8:00 a.m. **each** Sunday.
- (e) Shift **workers** shall be paid **at** the rate of time and one-half for all hours worked beyond their regular daily shift with the following exceptions:
  1. **When** such overtime work is by special arrangements between a shift worker **and** his mate to exchange shifts with the approval of the Department Supervisor **and** when **this** can be accomplished without extra cost to the Company.
  2. **When** required to replace an employee for tardiness, up to two (2) hours.

3. A **shift** worker called in on his scheduled day or days off will be paid time **and one-half** for time **worked** plus one hour for coming to and from the mill with a **minimum** of four **(4)** hours (minimum six **(6)** hours on Sunday or statutory holiday) at **his** regular **rate**.
4. A shift worker who works on a statutory holiday shall be paid time and one half his regular rate for all hours worked on the statutory holiday.
5. Overtime shall not be pyramided nor shall more **than one** basis of calculating overtime be used to cover the same hours.
6. **When** a shift worker receives time off **as** a punishment there must be provisions **made** for a relief **so** that his fellow workers will not have to work extra hours.
7. Employees **scheduled** and required to work three 48-hour work weeks in the 28 day averaging cycle will be paid premium pay for the 4th day **of** the 3rd **and** the 4th 48-hour week in the cycle. It **is** understood that premium pay will not be paid for changes by mutual agreement by employees that affect the 28 day normal work cycle. Also, it is understood that call **outs** and employees working on regular days off are not considered part of the 28 day normal work cycle.
8. The work schedule must be **posted** in the department not later **than** 3:00 p.m. of the **Tuesday** prior to the applicable work week. If there is any change in the work schedule after 3:00 p.m. on Thursday, the Company will notify the employees involved.
9. Employees on 12-hour schedules will not be required to work more than four hours beyond their normal shift (16 hours maximum).

9. **Shift Differential**

\$0.67 cents per hour will be paid for all hours worked between 8:00 p.m. to 8:00 a.m.

10. **Vacation**

Vacations **will** be on a calendar week basis only and vacation week will commence **with** a Sunday **and** end on a Saturday. Employees on the twelve-hour shift will be governed by the provisions **as** outlined in our current labour agreement with respect to vacations **and** vacation **pay**.

11. **Bereavement Leave**

Bereavement leave will be granted **to** employees on the 12-hour schedule **as** follows:

- (a) When a death occurs to an employee's spouse, child, adopted child or step-child, **the** employee will be granted leave of absence and will be paid twelve **(12)** hours at his regular **rate** for scheduled working days lost in **the** eight (8) **day period beginning** with the **date** of death for which a maximum of forty **(40)** hours **to** be paid **at** straight time,
- (b) When a **death** occurs to **an** employee's immediate family; immediate family is **defined as:** mother, father, brothers, sisters, mother-in-law, father-in-law, step-father, step-**mother**, step-sisters, step-brothers, grandfather, grandmother and grandchild, & **he** employee will be granted leave for twelve **(12)** hours at his regular rate for **scheduled** working days lost in the eight (8) **day period** beginning with the day of death for which a maximum of twenty-four **(24)** hours will be paid at straight time.
- (c) An employee absent on scheduled vacation will be provided the usual number of days applicable to bereavement leave in addition to his vacation or payment.
  - (a) **Max.** of 40 hours paid.
  - (b) **Max.** of 24 hours paid.
- (d) Pay for bereavement leave will be at straight time even though one or **more** days of bereavement leave occurs on a Sunday or statutory holiday.
- (e) **An** employee must have thirty (30) or more days of service with the Company **and** must make application for this payment.
- (f) If the employee does not attend the funeral, he shall receive one **(1)** day's compassionate leave with pay. **(12 hours paid)**

## 12. Jury Duty

An employee who is prevented from working his scheduled shift due to being on jury duty or reporting for jury roll-call, crown witness or subpoenaed witness, shall be paid & the difference between the pay received for such jury duty and twelve (12) times the straight **time** hourly **rate** he would otherwise have received. Such **employee** must have at least **ninety** (90) days continuous service.

**An** employee scheduled **to** work 8 p.m. to 8 a.m. shift or tour immediately prior **to** jury roll-call or **duty** on that date will be excused upon request, and jury roll-call or duty **allowance** will be paid.

## 13. Weekly Indemnity

Weekly Indemnity will be paid as outlined in our current Labour Agreement.

**14. Meal Clause**

Employees working two (2) or more hours beyond their regular 12-hour shift shall be entitled to a meal as outlined in our current Labour Agreement. Employees called into work will receive a meal as outlined in our current Labour Agreement.

**15. Discipline Clause**

Under Penalties for Absenteeism 12.02 of the Collective Agreement.

Second ~~Offense~~ - Instruction and 3 day lay off. Two (2) 12-hour shifts shall be equivalent to three (3) eight (8) hour shifts.

**"A"**  
**Schedule**  
**12 Hour Shift Compressed Work Week**

	<b>S</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>T</b>	<b>F</b>	<b>S</b>	<b>S</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>T</b>	<b>F</b>	<b>S</b>	<b>S</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>T</b>	<b>F</b>	<b>S</b>	
<b>8 AM - 8 PM</b>	B	D	D	A	A	C	C	C	B	B	D	D	A	A	A	C	C	B	B	D	D	
<b>8 PM - 8 AM</b>	A	C	C	B	B	D	D	D	A	A	C	C	B	B	B	B	D	D	A	A	C	C
<b>RELIEFCREW</b>	C	B	B	D	D	A	A	A	C	C	B	B	D	D	D	A	A	C	C	B	B	
<b>OFF</b>	D	A	A	C	C	B	B	B	D	D	A	A	C	C	C	C	B	B	D	D	A	A

**CREWS: A B C D**

**4 WEEK CYCLE**    2 weeks 48 hours  
                           2 weeks 36 hours

Average **42** hours/week, **45** hours paid.

**RELIEF CREW**    The **crew** coming off 8 AM - **8 PM** shift including spare crew assigned for the **week**

- RULES:**
1. Promote on Shift.
  2. **The Company Will Post a** Volunteer List with the ~~weekly~~ **Schedule** Every Tuesday. Both **Volunteers** on the List, with the Relief Crew Having Preference. **The Volunteer Employee Does Not Assume** Position.
  3. Employees Who Are Scheduled on the **Job** in Which **the Absence Occurs Will Be Asked**
  4. The Company May **Ask** Any Other **Trained** Employee in the Respective Jurisdictions.
  5. After the above Procedures Have **Been** Followed:

**The Scheduled Employee on the Relief Crew Will Be Required to Be Available for Duty at the Beginning** Available for **Two (2) Hours**. Employees May Arrange for Other Qualified Employees to Be Responsible of Their Immediate Shift Supervisor

## **Appendix "B"**

### **Letters of Understanding**

1. **Educational Leave of Absence**
2. **Making Up Sixth Day**
3. **Promotions**
4. **Emergency Relief**
5. **Recall Rights**
6. **All Day Worker Schedule**

**#1**  
**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**E. B. EDDY FOREST PRODUCTS LTD.**

**Appendix "B"**

**Letters of Understanding**

1. **Educational Leave of Absence**
2. **Making Up Sixth Day**
3. **Promotions**
4. **Emergency Relief**
5. **Recall Rights**
6. **All Day Worker Schedule**

**EDUCATIONAL LEAVE OF ABSENCE - Page 2**

7. **Continuation of benefits is optional, excluding short and long term disability. The employee will incur the cost of the premiums of the benefits and must pay one month in advance of benefit coverage. Pension contributions during this period will be frozen.**

**For the Company:**

**J. Ramsay  
Human Resources Manager**

**For the Union:**

**K. Hobbs  
President, Local 156-1**



**#2**  
**LETTER OF UNDERSTANDING**  
**Between**  
**E. B. EDDY FOREST PRODUCTS LTD.**  
**And**  
**COMMUNICATIONS, ENERGY AND PAPERWORKERS**  
**UNION CLC AND ITS ESPANOLA LOCAL 156-1**

**MAKING UP SIXTH DAY**  
**December 2, 1994**

I believe the below itemized is what we agreed to in your office in allowing an employee the opportunity to make up his sixth day if lost due to promotion.

- A.** A tour worker losing his sixth working day resulting from accepting a promotion for the following week must request to work this extra shift, on his regular day off, by 3:00 p.m. Thursday of the previous week.
- B.** Except on Sundays and/or any *time* worked over the regular eight hours, the employee will be paid straight time for the initial eight hour make up lost shift at his status rate.
- C.** An employee having requested to work his *sixth day* the previous Friday will be scheduled as spare or replacement for sickness and will work the shift as scheduled. In the event the spare man is utilized as replacement, he will be gainfully employed on the shift he was scheduled and not shifted to avoid the overtime rule of Article 9.07 of our new Labour agreement.
- D.** An employee making up his sixth day may be utilized in fill in at his status position or higher position when replacing for the line of progression. If not tilling in for a vacancy within the line of progression, this employee will not displace another employee to work as per his status. This employee will be considered a spare man on the floor.
- E.** No sixteen how shifts at straight time to allow an employee the opportunity to make up his sixth day will be allowed.

Please read and note any comments you may have or any part you do not agree with.

For the Company:  
Pat Thomson  
Director of Human Resources

For the Union:  
Kevin Hobbs  
President Local 156-1

**#3**  
**LETTER OF UNDERSTANDING**  
**Between**  
**E. B. EDDY FOREST PRODUCTS LTD.**  
**And**  
**COMMUNICATIONS, ENERGY AND PAPERWORKERS**  
**UNION CLC AND ITS ESPANOLA LOCAL 156-1**

**PROMOTIONS**  
**December 2, 1994**

Following a recent meeting with Local 156-1, employees expressed their concerns over promotions of junior men due to illness or vacation. They presently must wait for over ~~three~~ (3) weeks before being promoted. We request the employee be promoted after **two (2) weeks**,

It is understood, where the Company is previously aware of an opening arising for more than two (2) consecutive weeks, the senior employee will be promoted at the beginning of the ~~three~~(3) or more week period. This proposal, we feel, would make scheduling easier.

For the **Company**:

For the Union:

Pat Thomson  
Director of Human Resources

Kevin Hobbs  
President Local 156-1

**#4**  
**LETTER OF UNDERSTANDING**  
**Between**  
**E. B. EDDY FOREST PRODUCTS LTD.**  
**And**  
**COMMUNICATIONS, ENERGY AND PAPERWORKERS**  
**UNION CLC AND ITS ESPANOLA LOCAL 156-1**

**EMERGENCY RELIEF**  
**December 2, 1994**

Management will ensure that supervision is instructed to make other suitable arrangements for relief when an employee would be required to work a second consecutive overtime shift due to absenteeism. An employee so involved will only be required to work in an emergency situation when no other means of relief is available.

In the event that such an emergency happens, the Human Resources Department and the Local Union will be informed.

For the Company:

For the Union:

Pat Thomson  
Director of Human Resources

Kevin Hobbs  
President, Local 156-1

**#5**  
**LETTER OF UNDERSTANDING**  
**Between**  
**E. B. EDDY FOREST PRODUCTS LTD.**  
**And**  
**COMMUNICATIONS, ENERGY AND PAPERWORKERS**  
**UNION CLC AND ITS ESPANOLA LOCAL 156-1**

**RECALL RIGHTS**  
**December 3, 1994**

It is understood and agreed that any employees permanently laid off from Security will be provided with recall rights consistent with 4.03 of the Collective Labour Agreement for any subsequent openings in either Local 156 or 156-1.

Signed this 11th day of April, 1995 at Sudbury, Ontario

For the Company:

Pat Thomson  
Director of Human Resources

For the Union:

Kevin Hobbs  
President Local 156-1

**#6**  
**LETTER OF UNDERSTANDING**  
**Between**  
**E. B. EDDY FOREST PRODUCTS LTD.**  
**And**  
**COMMUNICATIONS, ENERGY AND PAPERWORKERS**  
**UNION CLC AND ITS ESPANOLA LOCAL 156-1**

**ALL DAY WORKER SCHEDULE**

**April 11, 1995**

As discussed during the 1995 round of collective bargaining, the parties agree, that should an "All Day Worker Schedule" be introduced for the Security Guards, it shall be governed by the terms and conditions of Article X of the current Collective Labour Agreement between E. B. Eddy Forest Products Ltd., and the Communications, Energy and Paperworkers Union, CLC Local 156.

Signed this 11th day of April, 1995 in Sudbury, Ontario.

**For the Company**

**For the Union**

**Pat Thomson**  
**Director of Human Resources**

**Kevin Hobbs**  
**President Local 156**

**TRANSITION AGREEMENT**  
**between**  
**E.B.EDDY FOREST PRODUCTS LTD.**  
**and**  
**COMMUNICATIONS , ENERGY AND PAPERWORKERS UNION**  
**CLC AND ITS LOCAL 156-1**

The Terms and conditions of this transition agreement are agreed to between the Company and the Union to cover only those security guards noted below who are to be laid off from Security on December 4, 1994.

D. Hawke  
K. Mitroff  
**J. Clark**  
J. Hobbs  
L. St. Pierre  
W. Noble

- (1) In light of the four (4) vacancies that currently exist in the **CEP** Local 156 Operating Labour Pool due to the temporary vacancies created by the absences of E. Land, S. Pickard, K. Bois and J. Meier, the Company agrees to transfer K. Mitroff, J. Clark and J. Hobbs, L. St. Pierre to the **CEP** , Local 156 Operating Labour Pool.
- (2) The remaining one (1) security guard, i.e. D. Hawke will be utilized as required to provide temporary relief for Security.
- (3) When not required for relief, the one (1) individual noted in (2) above will be laid off.
- (4) Should any or all of those employees noted in (1) above who are currently absent from work (i.e. Land, Pickard, Bois, Meier) return to work, then a corresponding number of those guards transferred to the Operating Labour Pool (Mitroff, **Clark**, Hobbs, St. Pierre) will be laid off from the Operating Labour Pool.
- (5) In the event that any or all of those guards transferred to the **Operating** Labour Pool on December 4, 1994 are laid off from the Operating Labour Pool, one (1) of the four (4) would be entitled to exercise their seniority right to bump D. Hawke and provide relief in **Security** as required.
- (6) If and when a permanent vacancy occurs in security, first attempt to fill the vacancy will be made from those individuals providing the temporary relief,

- (7) Should **this** not result in the position being filled, the vacancy will be posted millwide with **those** four (4) **employees who** transferred to the Operating Labour Pool on December 4, 1994 will be offered the opportunity to fill the vacancy.
- (8) It is understood and agreed that should any of the **six** (6) employees from security **covered** by **this** letter **find** themselves permanently laid-off, they will be provided with **recall** rights **consistent with** 4.03 of the Collective Labour Agreement for any **subsequent openings in** either Local **156** or **156-1**.
- (9) The **contents** of this transition document apply only to those individuals **specifically noted** herein until such time **as** they successfully bid into a permanent **position**.
- (10) It is further understood and agreed that the contents of this document have **been entered into** on the premise that they **do not** violate the current Letter of **Understanding that exists between CEP Locals 156 and 74** relating to inter-jurisdictional transfers.

Signed this 11th day of April, **1995** at Sudbury, **Ontario**

For the **Company**:

For the **Union**:

**Pat Thomson**  
Director of **Human Resources**

**Kevin Hobbs**  
President **Local 156-1**

Signed this 11th day of April, 1995 at Sudbury, Ontario

E, B. EDDY **FOREST PRODUCTS LTD.**  
ESPANOLA MILL DIVISION

CANADIAN PAPERWORKERS UNION  
CLC - LOCAL 156-1 - ESPANOLA

---

P. Parker  
Resident Mill Manager

---

R. Lamarche  
National Representative

---

P. Thomson  
Director of Human Resources  
Española Mill Division

---

K. Hobbs  
President **Local** 156-1

---

J. Ramsay  
Director of **Human** Resources  
**Forestry** and Wood Products

---

O. Coburn  
Vice-president **Local** 156-1

---

B. Robinson  
Corporate Vice-president  
Human Resources

---

K. Faulkner  
Security Guard

---

D. Shepitka  
Director of Safety and Security

---

R. Penner  
Security Guard

---

A. Heritage, Sr. Mediator



1. The parties herein agree to the terms of this memorandum as constituting **full** settlement of all matters in dispute.
2. The undersigned representatives of the parties do hereby agree to recommend complete acceptance of **all** the terms **of** this memorandum to their respective principals.
3. The parties herein agree that the term of the collective agreement shall be from **May** 1, 1994 to April **30, 1998**.

All matters previously settled and agreed to by the parties prior to the date hereof.