

**LOCAL AGREEMENT**

**BETWEEN**

**TEMBEC - KAPUSKASING  
OPERATIONS**

**KAPUSKASING, ONTARIO**

**AND**

**THE COMMUNICATIONS, ENERGY**

**AND**

**PAPERWORKERS UNION - LOCAL 89**

**April 21, 2012 to April 21, 2017**

The parties agree to the following disposition of Local Issues pertaining to Local 89 C.E.P.

Local Agreements listed in the index shall continue in full force and effect for the term of the Collective Agreement from April 21, 2012 to April 21, 2017 and shall not be altered, except by mutual consent.

Dated the 21<sup>st</sup> day of April, 2012.

**FOR THE UNION**

**FOR THE COMPANY**

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M. Demers  
President  
Local 89 CEP

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N. Leybourne  
Manager -  
Human Resources

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M. Veilleux  
Vice-President

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H. Gagnon  
Labour Relations  
Superintendent

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D. Ward  
Coalition Leader

## ALPHABETICAL INDEX

	<u>Article</u>	<u>Page</u>
All Trades Recall.....	1.00	5
Attrition Lists .....	19.00	77
Discipline.....	20.00	90
Fourdrinier Fabric Change .....	8.00	25
Freezing in Lines of Progression	17.00	66
Grade 8 Scale Guidelines.....	25.00	115
Job Classification Plan .....	13.00	39
Letters of Understanding .....	27.00	124
Designated Relief.....	27.00	125
Log Haul from Mill Yard.....	27.00	126
Multi-Trades		
Maintenance & E/I.....	27.00	127
Posting to Trades .....	27.00	128
Steam Department Relief ....	27.00	129
Weekend Duty with "B"		
Accreditation.....	27.00	131
Work Allocation		
Procedures - Re: Computer,		
Electronic and/or		
Electrical System		
Installation .....	27.00	132
Levelling Days.....	11.00	33
Mechanical Rate Adjustment...	22.00	93
Sawmill Appendix.....	24.00	95
Shutdown Days Notice .....	2.00	6
Sixth Day for Dayworkers.....	21.00	93
Spare List Concept .....	9.00	28

## ALPHABETICAL INDEX (Continued)

	<u>Article</u>	<u>Page</u>
Spare List Guidelines.....	10.00	31
Spread Rate Occupations .....	12.00	36
Operating Engineer		
Premiums .....	3.00	6
Steam Department Seniority		
Protection.....	14.00	51
Tool Insurance		
Company Sponsored .....	4.00	7
Training Agreements.....	5.00	7
Mechanical Trades.....	6.00	7
Steam .....	7.00	17
Vacation.....	23.00	94
Wage & Rate		
Classification .....	26.00	119
Weekend Maintenance		
Emergency Coverage .....	15.00	52
Weekend Maintenance		
Emergency Coverage -		
Woodlands .....	16.00	60
Workforce Adjustment		
Plan .....	18.00	68

## **1.00 ALL TRADES RECALL**

- A) Recall from lay off to jobs within the trade groups will be by Local 89 seniority using existing qualifications for the specific trade required.
- B(1) For model vacancies on Maintenance, C.P.A. or Sawmill, the position will be posted and the most senior qualified trades person in the specified trade by Local 89 seniority will be offered the position.
- B(2) Temporary assignments to Maintenance, C.P.A. or Sawmill, anticipated to last more than one week, will be assigned to the senior qualified trades persons by Local 89 seniority. Every effort to call back by seniority will also be made for assignments of one week or less.

## **2.00 SHUTDOWN DAYS NOTICE**

“Whenever possible, the Company will give 24 hours notice to employees working on shutdowns”.

## **3.00 OPERATING ENGINEER PREMIUM**

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

**4.00 TOOL INSURANCE – COMPANY SPONSORED** i.e. Theft & Fire

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

**5.00 TRAINING AGREEMENTS**

It is agreed that the Mechanical Trades Training Agreement and the Steam Training Agreement instituted by the Company are approved and shall form part of this agreement.

**6.00 TRAINING AGREEMENT – MECHANICAL TRADES**

**6.01 Purpose**

To install one program that will graduate Tradesmen equipped with necessary tools, who have attained a level of proficiency in manual and technical skills satisfactory to Management and in conjunction with the Ministry of Training, Colleges and

Universities Trades Training (the Ministry) guidelines. Total cost of program, excluding tools, to be borne by the Company.

## **6.02 Advisory Committee**

This committee will consist of a maximum of two Local 89 Union members and two Management members plus the Training Coordinator. (Minimum of one (1) per group for quorum). The Training Coordinator will act as secretary for the Advisory Committee and will administer the Trades Training Program.

The Advisory Committee will have no executive authority, but will serve as an Advisory body on all matters pertaining to the training program.

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



### **6.03      Selection of Trainees**

Management will determine, according to its assessment of need, the number of Trades Trainees in each trade that will start the program. Trainees hired will be indoctrinated three (3) months after their hire date.

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

To be eligible for consideration, an applicant must have Grade 12 diploma, and successfully pass the G.A.T.B. test. Management, after consultation with the Advisory Committee, will select suitable Trade Trainees from the successful candidates. For new employees, hired after October 1, 1999, preference will be given to those who have a College Diploma in Technical.

Once an employee enters an apprenticeship contract, it is expected that he will continue to

fulfil the obligations of the contract including necessary training periods in a vocational school.

It is agreed that when a Trainee has successfully attained his trade certification, he will, at the request of the company, remain employed with Tembec Kapuskasing in the appropriate trade for a minimum of four (4) years.

In the event that the employee quits or transfers to another position outside of his trade, the employee agrees with surety that he will reimburse Tembec the training costs, if any, within the trades apprenticeship program. Reimbursement will be calculated on a regression basis at twenty-five percent (25%) per year over a four (4) year period from the date of quit or transfer.

#### **6.04      Seniority**

New employee establishes Trade Trainee and Labourer seniority on the date he starts the Program.

A Labourer transferred into the Program establishes Trade Trainee seniority on the date he starts the Program, and maintains his present Labourer seniority.

Any trainee bumped out of the department by a cutback will be recalled to his trade group on the basis of his seniority in that trade group.

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

#### **6.05 Trades Covered**

This Training Program will cover training in the following trades:

Instrument Mechanic  
Millwright

Fitter/Welder  
Machinist  
Sheetmetal Worker

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

#### **6.06     Training Duration**

The length of training will be determined as established by the Ministry of Training, Colleges and Universities guidelines. Credits for previous experience may be allowed dependent upon the Ministry guidelines.

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

## **6.07      Indoctrination**

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

## **6.08      Training Outline**

The Training Coordinator will establish tool lists and curriculum for learning technical and manual skills to meet the Ministry guidelines.

These will be as follows:

- a) Technical skills will be attained by following the Ministry programs and guidelines. Trainees will complete assignments and study on their own time.

- b) Tools are essential for a tradesman. At the 12, 24, 30, 36 and 42 month completion points of the training program, the trainees will be required to submit proof satisfactory to Management, that they own and have in their possession the tools as prescribed by the list. Before graduation from the training program, the complete list of tools will be checked against the tools owned.

## **6.09 Rates of Pay**

1. The rates of pay advancement scale will be calculated to the nearest cent as follows: As a percentage of the minimum tradesman's rate set at 70% and progressing to 100% upon certification, in equal steps every 12 months. A graduate who does not become certified will remain at the 92.5% tradesman rate.

2. Before starting the Trades Trainee Program, the Company may, on an individual basis, adjust the rate of pay based on the Ministry guidelines.

#### **6.09.2 Allowance**

a) Tembec Kapuskasing agrees to pay an allowance of \$250/week, in addition to the allowances paid by the Government for those Apprentices who are required to live and travel out of Kapuskasing.

b) Tembec Kapuskasing agrees to pay the difference between the training allowance paid by the Ministry and the hourly rate times forty (40) hours that the apprentice would normally have earned per week.

- c) Tembec Kapuskasing agrees to pay two (2) days preparation time, one day to be used for travel and study and one day for certification.

#### **6.10 Unsatisfactory Progress**

Unsatisfactory progress will be defined as:

- a) Being more than one month late in turning in a tool list. (It is the responsibility of each trainee to have his tools checked by his supervisor.)

OR

- b) Failing a session as per the Ministry guidelines.

#### **6.11 Penalty for Unsatisfactory Progress:**

Any trainee who gets an unsatisfactory standing as defined above will be given a final warning and will be frozen at his rate of pay.

If before graduation, the trainee should again be making



unsatisfactory progress, he will then be subject to removal from the training program and removed from the department.

#### **6.12 Progress Measurement:**

a) Manual skills will be judged by the supervisor for whom the trainee works.

b) Tools:

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

### **7.00 TRAINING AGREEMENT STEAM**

#### **7.01 Purpose**

To install a program that will graduate Level of Operating Engineers and to encourage them to continue studying to become First Class Operating Engineers.

## **7.02      Selection      of      Participating** **Trainees**

All persons employed in the Steam Department on the date of acceptance of this agreement by union and management, will be given the opportunity to enter the training program as outlined hereafter, provided they have a secondary school diploma, and have achieved the level of G.A.T.B. testing. For new employees hired after October 1, 1999, preference will be given to those who have a two-year Power Engineering diploma.

Note:      Employees hired prior to 1991 will be required to have a secondary school diploma or equivalent.

All persons hired into or transferred into the Steam Department after the above date will be required to enter the Training Program as a condition of employment. After a three-month steam plant familiarization period, or after the probation

period, should he elect not to take this Training Program, then he will be removed from the Steam Department.

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

### **7.03      Failure to Complete Program or Unsatisfactory Progress**

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

Definition: Trainees must achieve a passing grade set by the S.A.I.T. Tutorial for lessons and exams, as well as achieve a passing grade on the Ontario exams. All must be completed within the Tembec time frame set out in the Training Outline Article 7.03.

Unsatisfactory Progress is defined as not handing in lessons or writing exams according to the Training Outline Article 7.03.

A trainee will be subject to a warning for unsatisfactory progress. Should the trainee again make “unsatisfactory progress”, they would be subject to removal from the Training Program and the Steam Department.

There will be one “warning” per Trainee for each Training Program, which includes the Fourth, Third and Second Class tickets.

All of the rules in this Training Program, for those studying for Fourth and Third Class Operating Engineering papers will apply to all new employees hired after October 1, 1999, who are studying for their Second Class Operating Engineering papers. Failure to complete the program or unsatisfactory progress will result in removal from the Training program and the Steam Department.

#### **7.04     Training Costs**

Management will pay for the TSSA approved trainer and examination fees for the Third, Second and First Class once the corresponding exam is passed and proof of successful completion is provided to the Company. The Company will only pay for fees once per exam.

## **7.05     Training Outline**

- a) Any increase given per ticket will be effective upon proof of successful completion of any Class. The ticket will be posted when it is received from the Government.

## **7.06     Advisory Committee**

- a) An Advisory Committee will be set up which will consist of the Steam Department Superintendent, Steam Department Supervisor, Steam Department Trainer, Human Resources representative and Union representative.
  
- b) The Advisory Committee will meet on a quarterly basis to review progress of the trainees.

## **7.07 STEAM DEPARTMENT TRAINING PROGRAM AND PROTECTION**

### **1. Training Program**

The Training Program, Third Class, Second Class, and First Class are all different levels of the Training Program.

The Training Program requires the trainees to complete Third Class Operating Engineer Certification within a period of 24 months and Second Class Operating Engineer Certification within the next 30 months.

### **2. Protection**

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

For example, if an employee is on the Training Program, a new

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

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



the line providing he holds a permanent Third Class job.

There is no protection for Second or First Class engineers.

## **7.08      TRAINING OUTLINE**

Employees will be granted two days preparation time, one day to be used for travel and study and one day paid to write final exams for 3<sup>rd</sup>, 2<sup>nd</sup> and 1<sup>st</sup> Class tickets. The one day paid is on a one-time basis per classification.

## **8.00      FOURDRINIER FABRIC CHANGE**

### **Definition**

**8.01.1** A fabric is either the top or bottom forming fabric on a paper machine fourdrinier.

**8.01.2** Any fabric change will be considered to be started when the fabric bundle is first lifted by the overhead crane under the direction of the Head Machine Tender in charge of the fabric change.

- 8.01.3** Any fabric change will be considered to be completed when the Head Machine Tender declares it to be ready for operation.
- 8.01.4** Removal of a whole bottom fabric, totally or partially from the fourdrinier, will be considered to be a fabric change provided the removal proceeds to the point where the fourdrinier is in the aisle. In addition, the replacement of a partially removed fabric will be considered to be a fabric change provided the partial installation starts with the fourdrinier in the aisle.
- 8.01.5** Removal of a whole top fabric will be considered to be a fabric change only if the complete fabric is removed from the machine.

## **8.02     Payment**

**8.02.1** Employees called in to change a fabric will receive four (4) hours pay, six (6) hours on Statutory Holidays or Sundays, or time and one-half, whichever is greater. Employees staying over after their shift to complete an installation will be paid time and one-half.

**8.02.2** Employees called in for putting on a fabric must report for duty within thirty (30) minutes after receiving their call. Time and one-half will be paid to those called in based on the actual time of reporting to the supervisor until the start of the fabric change at which time the normal payment for the fabric change will commence. Every effort will be made to call people in at the proper time.

**8.02.3** Should a fabric be spoiled before the change is complete and another fabric has to be installed, the employees involved will be entitled to four (4) hours only (not four (4) hours for each

fabric) or time and one-half, whichever is greater.

**8.02.4** On non-scheduled shutdowns, employees called in will receive call-in pay or time and one-half, whichever is greater for each complete installation.

**8.02.5** There shall be no pyramiding of premium pay.

## **9.00 SPARE LIST CONCEPT**

### **9.01 Purpose**

Spare lists are established to provide relief for employees on vacations or absent for other reasons. The spare lists also constitute a pool that can be drawn from when extra work has to be done.

### **9.02 Scheduling**

a) The Personnel Department manages the spare lists for the whole mill. Each department will communicate its needs for the following week on every

Wednesday and a schedule will be done accordingly. The employees not receiving all their shifts at the time remain "on call" during the week to fill in if a need arises except on designated rest days which reporting will be on a voluntary basis.

- b) Employees on posted designated relief jobs will be scheduled to their respective departments by using the departmental designated relief list for vacancies of one week or more.

### **9.03      General Rules**

Seniority gives the right to get a full work week before a junior employee, but does not give the right to pick the type of work that an employee would do. The Personnel Department is responsible to assign work. The intent is to pre-schedule the most senior employee on the higher paying job.

The schedule will be posted by 3:00 p.m. every Thursday afternoon for the following week and is subject to change on a daily basis. The updated schedule will be posted Friday afternoon by 3:00 p.m. in the mill main lunch room and sawmill lunch room.

The Personnel Officer will inform the employee affected of any changes in his/her schedule. When the employee cannot be contacted, the Personnel Officer will record same. Employee is also responsible to check his/her schedule every time he/she comes in or out of the mill. The updated schedule will be at McPherson Gate.

Employees on the spare list are considered as permanent employees and their service is not interrupted by the fact that they are not receiving shifts unless they are laid off.

## **10.00 SPARE LIST GUIDELINES**

A list of available employees and phone numbers will be provided to the Personnel Officers on a weekly basis subject to change on a daily basis.

This list will be for the following Sunday to Saturday period.

The employees will be listed by seniority.

All pre-scheduled days, floating holidays, block rest days, vacations and rest days will be shown.

The Personnel Officer will call the next available qualified employee on the list by seniority.

Designated call times (between 6:00 a.m. and 8:00 a.m. and between 6:30 p.m. and 7:30 p.m.) are to be followed.

Once an employee is contacted and reports for work, the Personnel Officer will record this on the call-in list. This will allow

for an updated record of shifts worked.

It will be recorded on a separate log when an employee cannot be contacted during the specified time and or the reason will be recorded if the employee claims to be unavailable for work. The expired call-in list must be mailed back to the Local 89 Office every Monday with the actual hours worked recorded.

Time and one-half will be paid after 42 hours.

All absences, including Floating Holidays, Statutory Holiday, Mill shutdowns and Permissions will count as shift worked.

Once qualified Spare List employees have worked 48 hours, the senior model qualified employees may be called provided there is no disruption in the normal schedule. If no one is available resort back to the Spare List by seniority (subject to qualifications).



## **11.00 LOCAL 89 LEVELLING DAYS**

- 1) 6 Week Cycle
- 2) Starting January 2, 1994
- 3) Applies to employees who qualify during the 6 week cycle by working an average of +42 hours per week

### **11.01 Guidelines**

- 1) Applies to employees who work on 12-hour shifts or a combination of 8 and 12-hour shifts.

i.e.

Shift Operating Mechanic  
Reliefmen

Train Crews and Relief

Boiler House Relief

Spare List Employees

- 2) Starting date of Levelling Days Cycle – January 2, 1994
- 3) Individuals will qualify only if they average 42 hours or more per week during the cycle.

- 4) Individuals will be scheduled one (1) Rest Day. (First day shift or second night shift).
- 5) Calculation of Hours will be as follows:
  - a) Hours worked by calendar week Sunday – Saturday (and not hours paid)
  - b) “Permission Days” will count
  - c) “Statutory Holiday Days” will count
  - d) “Floating Holidays” will count
  - e) “Funeral Leave Pay” will count
  - f) “Jury Duty Pay” will count
  - g) Employees not available for work or refuse work outside the designated

hours - (these hours will not count).

h) "Vacation week" will count.

6) Cumulative hours will be monitored during the Levelling Days Cycle by 6 week period for each individual by the Personnel Officers or appropriate supervisor.

## **12.00 SPREAD RATE OCCUPATIONS**

### **12.01 Purpose**

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

### **12.02 Authorization**

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

### **12.03 Suspension**

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

## **12.04     Records**

The Human Resources Department shall be responsible for maintaining a tickler system as well as notifying superintendents when individuals are eligible for time and merit increases.

Upon an employee's request, the Supervisor will provide to the employee, a weekly printout of the previous week's timesheet.

Employees assigned to assist the tradesperson will be paid Helper rate or the person's model rate, whichever is greater.

### **Apprentices**

- a) All new apprentices in the trades covered by the Trades Training Program will have a starting rate of 70% of the minimum tradesman's rate and will progress on a time and merit basis as outlined by the rate advancement scales for their trade contained in our

present trades training agreement.

- b) Temporary periods when an apprentice is upgraded to a tradesman shall be accumulated as part of his service on this occupation.

### Tradesmen

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

	<u>0-6</u> <u>Mos.</u>	<u>6-12</u> <u>Mos.</u>	<u>12-18</u> <u>Mos.</u>	<u>18-24</u> <u>Mos.</u>	
Tradesmen Effective April 21, 2012	95.4%	96.5%	97.7%	98.8%	<div>&gt;24 Mos. 100%</div>

- c) General – The ability and general qualifications of any individual are to be the main factors for all promotions.

This will be discussed with the Union prior to each individual's advancement but the final decision as to his ability and qualifications will be made by the supervisor.

### **13.00 JOB CLASSIFICATION PLAN**

The Company agrees that all jobs under the jurisdiction of the CEP Local 89, except trades and Sawmill occupations, will be classified through the job classification plan outlined in the appropriate appendix using the Pulp and Paper Manufacturers Job Classification Plan, Explanatory Booklet dated June 1, 1974, as amended.

#### **13.01 Implementation**

1. The Job Classification Plan is the basis for determining the job class applicable to any existing jobs, any newly created jobs or any jobs which have changed.

2. The Wage Rate Structure established for the various job classifications is set forth in the attached Job Classification Scale, which forms part of this Agreement.
3. a) In the event that new jobs are created or significant changes occur in existing jobs, the employee or employer may request through the Mill Committee, the preparation of a new job description for submission to the Joint Classification Committee for evaluation.

When a job covered by the Job Classification Program is evaluated or re-evaluated downward, incumbents will continue to receive their higher rate until they bid successfully for another job, are promoted to a



higher job. Red-circled employees will continue to be eligible for negotiated increases appropriate to their former labour grade.

- b)** The Joint Classification Committee will evaluate the job and inform the Mill Committee of the applicable job class.
- c)** In the event that agreement on the evaluation cannot be reached by the Joint Classification Committee, the question shall be referred for final resolution to the Senior Committee.
- d)** The incumbent of a job will receive the rate applicable to the job class, determined as outlined above. An upward rate adjustment, if applicable will be effective from the date

the new job was created or the date that a revised job description was requested pursuant to 3.(a). A downward rate adjustment, if applicable, will be effective from the beginning of the next weekly pay period following notification to the Mill Committee by the Joint Classification Committee.

4. The Job Classification Plan will be implemented and upward adjustment will be effective on May 1, 1981.
5. Upon initial implementation of the Job Classification Plan where the evaluation resulted in a rate lower than that in effect prior to the dates applicable in 4 above, the rate will be maintained as a "Red Circle" rate and will be applicable only to the incumbent on that date and employees who were used as replacements during the

twelve monthly periods prior to the date of implementation of the Plan. Employees hired, transferred, or posted to another department after the date referred to in 4 above will receive the class rate of the occupation they are hired for, transferred to, or accept through job posting. Red circles will disappear with attrition and promotion.

6. General increases will apply to all occupations.
7. Adjustments to the scale will not apply to employees whose rates are red-circled except in the case where the difference between the "red-circled" rate and the "class" rate is less than the total adjustment. In such a case, the difference will be applied and the "Red Circle" will be discontinued.
8. Incentive rates presently allowed to the employees of

the Steam Plant will continue to apply.

9. The Mill Committee will meet as required.
10. The Joint Classification Committee will meet as required.
11. As a condition of continued participation in the plan by the Tembec Inc., and in consideration of the Company's agreement to adhere to the general principles of the Job Classification Plan, the Union agrees that it will not cause or be party to the modification of any essential element of a Job Classification Plan in any other pulp and paper company in the Eastern Canadian industry to which the Union is a party, unless such modification is agreed to by all participating companies.

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

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

13.02

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**FOREST PRODUCTS INDUSTRY JOB  
CLASSIFICATION PLAN  
CORPORATION**

**AND**

**THE COMMUNICATIONS, ENERGY  
AND  
PAPERWORKERS UNION - LOCAL 89**

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

1. It is agreed that the attached Appendix "A" is the revised manual (June 21, 1989) for classifying hourly-rated positions in the Pulp and Paper Industry in Eastern Canada.

2. It is agreed that the following point values used in the classification are amended as follows:

- a) Factor 1 - New Degree 5 - 24 pts.
- b) Factor 5 - New Degree 5 - 17 pts. and - New Degree 6 - 21 pts.
- c) Factors 6 a) and 6 b)  
- combined to new Factor 6.

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

3. All outstanding job descriptions submitted for reclassification will be completed immediately, using the existing plan for classification purposes and retroactivity, if any, shall be paid as per previous understanding.

4. Any reclassifications under Item 3 that fall under technological change will be reviewed and included in the revised list of jobs and class changes, if any, will be effective the

first day of the renewed Labour Agreement.

5. All requests for rewrites and revisions of individual jobs must first establish a substantial change in duties. They will be reviewed and agreement reached by the Joint Local Committee before submitting the requests. Any jobs submitted for classification prior to date of ratification will be reviewed using the existing plan.
6. The Joint Industry and Union J.C.P. Committee will review positions that have had changes in duties and responsibilities related to technological change as per the definition agreed on September 30, 1988 as follows:

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



measured under the Job Classification Plan."

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

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

**FOR THE COMPANY**

R. Pulsifer  
Labour Relations  
Superintendent

D.Turcotte  
V.P.& Gen.Mgr.  
Mill Operations

**FOR THE UNION**

G.St.Onge  
President-  
Local 89CEP

## **14.00 STEAM DEPARTMENT SENIORITY PROTECTION**

In order to efficiently operate the Steam Department, "Stationary Engineer Trainees" are required. Operational requirements will determine the number of employees required for this position. These employees will be required to have a minimum of Grade 12 education and will be required to pass the department qualifying tests including the G.A.T.B. For new employees hired after October 1, 1999, preference will be given to those who have a 2-year Power Engineering diploma. In addition, they must join the training program during the prescribed time frame as outlined in the Steam Department training program. The employees so designated will not be bumpable.

Once an employee joins the training program, he can only leave the department on a permanent posting and will only

be allowed to re-enter through the posting procedure.

**Note: Employees hired prior to 1991 will be required to have a secondary diploma or equivalent.**

**15.00 WEEKEND MAINTENANCE  
EMERGENCY COVERAGE**

The Companies will post by Thursday, 3:30 p.m., a schedule designated to provide weekend maintenance emergency coverage. This coverage will be from 3:30 p.m. Friday to 7:30 a.m. Monday. However, when the weekend includes a statutory holiday, coverage will be prorated.

With provision Weekend Duty Coverage applies to statutory holidays attached to weekends and that junior qualified persons will be scheduled for coverage failing sufficient volunteers when a statutory holiday occurs on Tuesday, Wednesday or Thursday. Sufficient volunteers will be canvassed by seniority by Management.

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

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

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

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

Management will decide on the number of employees to be designated, however the normal weekend coverage crew will consist of three (3) millwrights, one (1) pipefitter, one (1) welder, one (1) instrument mechanic and

one (1) truck mechanic or one (1) machinist.

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

#### **1. Personnel Involved**

- a) All Millwrights
- b) All Pipefitters
- c) All Instrument Mechanics
- d) All Welders
- e) All Truck Mechanics
- f) All Machinists

**Except:**

1. Shift Mechanic
2. Permanent Shift Relief Men for the period of June 1 to September 1
3. Tradesmen under union protection
4. Tradesmen Relieving Supervisors
  - a) Fridays or Mondays
5. Tradesmen with scheduled F.H.'s Mondays or Fridays

**2. Long Range Schedule**

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

### **3. Weekly Schedule**

A weekly schedule will be prepared and posted by 3:30 p.m. each Thursday on the following crew area boards:

- (1) P.M. Maintenance Crews
- (2) T.M.P. Maintenance Crew
- (3) Central Shop Maintenance
- (4) D.I.P. and Boiler House Maintenance
- (5) Machine Shop – Welding Shop
- (6) Truck Mechanic Shop
- (7) E/I Technician Shop
- (8) C.P.A. Trades Crews
- (9) Machinist Crew

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

### **4. Change in Schedule**

A change in schedule may be made by mutual



agreement between individuals and by filling out a "Change in Weekend Maintenance Emergency Coverage" form. This completed form is to be submitted to the designated manager for approval.

NOTE: If the mutual cannot be honoured, the weekend goes back to the original tradesman on the rotation list.

## **5. Contact**

Those on weekend duty will be contacted by the Maintenance Weekend Duty Foreman. He will make contact first by phone, and, if necessary, then by a communication device. A communication device will be issued to each person on weekend duty coverage on Friday afternoon. The communication device is to be checked at that time for

good operation by those issued same. (Additional checking will be done if necessary.)

**6. Men Not Available When Scheduled**

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

Moves of this sort will be made up to Thursday of each week at **3:30 p.m.**

**7. Absences Created After 3:30 P.M. On Thursday**

A replacement will be sought on a volunteer basis by seniority by Management.

**Note:** If replacement on volunteer basis system does not

work, then the next man on the Rotation List will be named to fill the position.

#### **8. Wires & Felts**

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

#### **9. Locks for Lock-Out**

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

#### **10. Cold Weather Clothing**

Snowsuits will be made available when required.

11. Permission time off will not be unreasonably withheld after completing a weekend.
12. An employee must accumulate 16 hours of work in a 24-hour period to be eligible for any sleep time. Once 16 hours in a 24-hour period has been accumulated, sleep time will be granted hour for hour for any hours worked between 11:30 p.m. and 7:30 a.m. to a maximum of 8 hours to be taken on Monday.

#### **16.00 WEEKEND MAINTENANCE EMERGENCY COVERAGE – WOODLANDS**

The following proposal involving the weekend maintenance coverage will be in effect up until the beginning and ending of the shift scheduling for the winter haul period. The Company will retain the flexibility of establishing the commencement and duration of

shift scheduling for the winter haul. Should a breakdown occur during the haul period when no coverage is available in the Woods Garage, employees will be called in as required and paid as per the contract "Overtime Rules for Day Workers".

The Foreman in the Woods Garage will post by Thursday, 3:30 p.m., a schedule designated to provide weekend maintenance emergency coverage. This coverage will be from 3:30 p.m. Friday to 7:30 a.m. Monday. However, when the weekend includes a statutory holiday, coverage will be prorated.

A minimum of twelve (12) hours will be paid at the regular rate. Should the period include a statutory holiday, a minimum of six (6) hours will be paid. In the case of an employee who is on call and scheduled to work on his sixth day prior to shifting, any work performed on that sixth day between 7:30 a.m. and 3:30 p.m. by the

person on call would not constitute a call-in.

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

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

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

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

## **1. Long Range Schedule**

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

## **2. Change in Schedule**

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

### **3. Contact**

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

### **4. Men Not Available When Scheduled**

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



weekend after he returns to work.

Moves of this sort will be made up to Thursday of each week at 3:30 p.m.

**5. Absences Created After 3:30 P.M. on Thursday**

A replacement will be sought on a volunteer basis by seniority by Management.

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

**6. Suspension of Operations**

If the operation in the Sawmill is suspended, the Weekend Maintenance Emergency Coverage will be terminated until the resumption of operations.

## 7. Sleep Time

An employee must accumulate 16 hours work in a 24-hour period to be eligible for any sleep time. Once 16 hours in a 24-hour period has been accumulated, sleep time will be granted hour for hour for any hours worked between 11:30 p.m. and 7:30 a.m. to a maximum of 8 hours to be taken on Monday.

## 17.00 FREEZING IN LINES OF PROGRESSION:

The parties agree to the following re:

### a) Freezing in Lines of Progression:

In case of the refusal of the senior employee to accept his/her promotion in a Line of Progression, the second senior employee will be offered the job, and so on down the line until the job

is filled. A senior employee may only refuse a promotion if mutually agreeable between Union and Company.

**18.00 SPRUCE FALLS INC.**

**WORKFORCE ADJUSTMENT PLAN**

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**SPRUCE FALLS INC. (The Company)**

**AND**

**THE UNION COALITION (The Unions)**

**Local 89 C.E.P.**

**Local 256 C.E.P.**

**Local 166 O.P.E.I.U.**

**Local 1149 I.B.E.W.**

**Local 2995 I.W.A.**

Discussions having been completed on June 2, 1993 between Spruce Falls Inc. and the Union Coalition, the parties have reached agreement on the terms and conditions of an Adjustment Plan, pursuant to the Labour Relations Act, as stipulated herein.

## **1. Early Retirement**

Spruce Falls Inc. employees who attain the age of 55 years and have 15 years or more of pensionable service as of December 31, 1993, will be eligible to retire with an unreduced pension and also a bridging benefit which will be the equivalent of: the value of the total bridging amount the employee would have been entitled to had he continued to work, divided by the number of months between retirement date and age 65. In addition, a supplement of \$100 per month to age 65 will be paid. Eligible employees will be individually notified of the amount of their calculated bridge, including the \$100 per month supplement. Detailed pension estimates will also be provided, upon request, to employees interested in the Early Retirement package.

The Company will have the right to retain employees, if deemed necessary, until December 31, 1993.

Earnings for 1993 will be calculated as follows: eligible earnings to

retirement date **plus** 40 hours x  
model rate of pay x number of  
weeks between retirement date and  
December 31, 1993.

Retirees will have the option of  
maintaining Major-Medical benefits  
to age 65 and Dental Benefits to age  
58. The premiums for these benefits  
shall be paid by the retiree and are  
subject to change from time to time,  
according to the respective benefit  
plan costs.

The additional costs to the Pension  
Plan, incurred by this Early  
Retirement package, will be funded  
by the Company.

Employees who will retire under this  
Early Retirement package must notify  
the Company and sign off no later  
than 4:00 p.m., July 9, 1993 and  
must retire no later than September  
30, 1993, with the exception of  
employees who may be required to  
work until December 31, 1993.

Any problems with the application of  
the Early Retirement package will be  
referred to the Joint Union-  
Management Committee.

## **2. Voluntary Severance**

During the period of July 10, 1993 to July 30, 1993, Spruce Falls Inc. employees who have not received termination notices will be eligible for voluntary severance upon providing two weeks' notice, subject to the following conditions:

- a) Employees 55 years of age with 15 years or more of service as of December 31, 1993 are not eligible for voluntary severance.
- b) The amount of severance pay will be calculated as follows: One (1) week's pay for each year of service (maximum 26 weeks) based on the employee's May 7, 1993 model payroll rate x 40.
- c) The Company will have the right to retain employees, if deemed necessary, for up to six (6) months.
- d) The number of employees exercising this option will be limited to:

the total number of active employees who are eligible to retire under the Early Retirement package by Local Union

minus

the number of employees who exercise this option to retire under the Early Retirement package by Local Union.

### **3. Attrition Plan**

- a) The Company will establish workforce requirements based on the Core Business.
- b) The Company will provide each Local Union with a list of permanent employees to be included on an attrition list. This will be done immediately following the retirement notification deadline of July 9, 1993. Inactive employees will not be included on the list, however, it is understood that if any inactive employees return to work, they will displace the junior employee(s) on the list.



The list of protected employees will not increase as a result of inactive employees returning to work.

- c) Any reductions, occurring after the workforce requirements have been established by the Company, resulting from automation, changes in methods of process, work restructuring or changes in work practices, will be done by attrition (death, retirement, resignation, etc.).
- d) This clause will not apply for reasons of market conditions, temporary or permanent shutdown and/or temporary or permanent closures. In such cases, required lay-offs will occur as necessary.

Should a workforce reduction occur as a result of the above, impacted employees who have demoted themselves to the Spare List, will be eligible to exercise their bumping rights according to Local Union's seniority, displacing junior employees on the attrition list.

- e) This Attrition Plan does not supersede Local 2995 I.W.A. non-monetary appendix Article 1.01 (b).

#### **4. Extension of Recall Rights**

Employees who have one year or more of continuous service as of May 31,1993 and are laid off between May 31, 1993 and May 31, 1996 shall maintain recall rights until May 31,1998.

Employees who take severance pay will automatically waive recall rights.

#### **5. Training**

A joint Union-Management Committee will review training requirements and opportunities. The Learning Centre will coordinate training activities.

The Workers' Adjustment Centre will continue to operate for another year and will assist Spruce Falls Inc. displaced employees.

## **6. Shorter Work Week/Work Sharing**

The Company is willing to consider Union proposals on a shorter work week with the understanding there will be no incremental cost to the Company.

As well, the Company is willing to consider work sharing arrangements, such as rotating of employees to and from lay-offs or other measures that can be coordinated with UIC and/or government programs.

## **7. Employment Beyond the Termination Date**

The Company and the Mill Local Unions will jointly seek approval for work periods extending past July 31, 1993. This approval will be sought from the Director of Employment Standards for a period of 36 months.

The terms and conditions of this Adjustment Plan have been agreed to on behalf of the concerned parties by the undersigned on this 3<sup>rd</sup> day of June, 1993 at Kapuskasing, Ontario.

## **FOR THE UNIONS**

G.St.Onge  
President  
Local 89 CEP

J.Ballantyne  
Vice-President  
Local 166 OPEIU

N.Leybourne  
President  
Local 256 CEP

M.Micallef  
President  
Local 1149 IBEW

N.Rivard  
President  
Local 2995 IWA CANADA

June 3, 1993

## **FOR THE COMPANY**

D.Turcotte  
V.P. & Gen. Mgr.  
Mill Operations

D.Goss  
Vice-President  
Woodlands Oper.

G.Boucher  
Human Resources  
Manager

R.Pulsifer  
Labour Relations  
Superintendent

## 19.00    **ATTRITION LISTS – LOCAL 89 C.E.P.**

### 19.00

#### Attrition List – Local 89 Operations

	<u>EMPLOYEE NAME</u>	<u>NUMBER</u>
1	ST.ONGE, Robert	839
2	ROBERT, Jean Claude	1362
3	BELANGER, Armand	23384
4	COTE, Gabriel	23428
5	PREVOST, Mederic	1947
6	BRULE, Carmel F.	1185
7	TREMBLAY, Ernest	201
8	TREMBLAY, Patrick A.	306
9	HACHEZ, Gaetan	817
10	DAIGLE, Jean Claude	23560
11	SEGUIN, Paul J.	23566
12	PICARD, Gilles G.	467
13	TRUDEAU, Gilbert A.	742
14	CHMILEWSKI, Joseph L.	860
15	CHINIEC, Yves J.	746
16	GAULIN, Ronald C.	1064
17	LABELLE, Marcel J.	814
18	ANDERSON, Ross	650
19	TOUSIGNANT, Aldei	1251
20	LECLAIRE, Jean P.	747
21	GENO, Elmer A.	616
22	CHRUSCH, Anthony	1819
23	DUFOUR, Maurice A.	719
24	LEFEBVRE, Maurice	735
25	MILKOVIC, John	1137
26	LEBEL, J. Georges	889

**19.00****Attrition List – Local 89 Operations**

	<b><u>EMPLOYEE NAME</u></b>	<b><u>NUMBER</u></b>
27	GODARD, Jean Guy	1183
28	LEBLANC, Michel P.	48055
29	MARQUIS, A. Roger	26743
30	ALTOBELLI, Enzo	1888
31	BLAIS, Robert A.	23213
32	NERON, Gaston M.	25985
33	BOUDREAU, Jean J.	633
34	CARRIERE, Isidore	500
35	TREMBLAY, Rosaire T.	1682
36	GOULET, Jean Paul	813
37	SAVARD, Fernand A.	1258
38	NERON, Remi O.	1887
39	MURRAY, Yvon	1620
40	DUGUAY, Lazare	26214
41	BENSON, Leonard	1278
42	GOLDRUP, John J.	835
43	ST.LOUIS, Rene G.	26385
44	LABELLE, Robert C.	26758
45	LEFEBVRE, Richard	1710
46	BEDARD, Jean Guy	23257
47	LOZIER, Hubert L.	1134
48	ST.LOUIS, Willie A.	1018
49	WILSON, Randall M.	1364
50	LABELLE, Donald J.	1638
51	DESLAURIERS, Gerard	1412
52	GIROUARD, Bruno	308
53	CHARTRAND, Bruno	315
54	COTE, Marc G.	1289
55	DANIS, Dassise R.	1449

**19.00****Attrition List – Local 89 Operations**

	<b><u>EMPLOYEE NAME</u></b>	<b><u>NUMBER</u></b>
56	BRETON, Omer P.	1533
57	GODIN, Jean Guy	1280
58	COURCHAINE, Jean P.	695
59	LEVESQUE, Gilbert G.	1206
60	BLAIS, Germain J.	857
61	DEBLETTE, Andre	168
62	DESILETS, Gaston J.	1834
63	FORTIN, Raymond E.	1285
64	FORTIN, Gilles	1267
65	DOZOIS, Patrick L.	1734
66	BROOKS, Antoine	1011
67	CARON, Ronald L.	1031
68	CHMILEWSKI, Karl R.	1656
69	ST.AMOUR, Bertrand	1292
70	BENSON, Dennis E.	1063
71	DUGUAY, Valmont	26665
72	GIRARD, Lionel	1924
73	MCMEEKIN, Edwin B.	23337
74	FLISIKOWSKI, Walter W.	717
75	BELAIR, Viateur	490
76	GOULET, Yval W.	453
77	ETHIER, Marcel A.	765
78	COTTON, Robert J.	23291
79	ST.AMOUR, Henri J.	987
80	AUDET, Denis H.	23233
81	LEPAGE, Paul Emile	2058
82	VALLEY, Gerald R.	2063
83	GALLANT, Rheo J.	26626
84	SIMARD, Jacques	2097

**19.00****Attrition List – Local 89 Operations**

	<b><u>EMPLOYEE NAME</u></b>	<b><u>NUMBER</u></b>
85	CONLON, Paul J.	2102
86	GRAVEL, Raymond J.	27365
87	AUBIN, J.P.	1249
88	FORTIN, Gilles H.	2078
89	AUDET, Ronald M.	2140
90	STEVENSON, William	2179
91	POWELL, Neil B.	2247
92	PLOURDE, Andre	2100
93	NOEL, Yvain A.	2134
94	HOOPER, David D.	2137
95	PETERS, Gilbert	1984
96	LEPAGE, Raymond	2258
97	SYLVAIN, Laurent	2260
98	GAULIN, Henry	26163
99	BOUCHER, Laureat	2259
100	ST.ONGE, Gerald	1848
101	FORTIN, Jean Guy	2083
102	VALLIERE, Marcel A.	424
103	MORLEY, Douglas A.	210
104	WILLMETS, Keith	23234
105	RIDLEY, Robert V.	2358
106	HACHEY, Carl C.	2366
107	LEMIEUX, Gerard J.	2361
108	BERGERON, Raymond F.	2133
109	WILKER, Dale K.	2374
110	LEONARD, Jean Y.	2377
111	WOJTALIK, Edward	2355
112	LEFEBVRE, Gerald P.	2402
113	WRUTNIAK, Joseph F.	2314



**19.00****Attrition List – Local 89 Operations**

	<b><u>EMPLOYEE NAME</u></b>	<b><u>NUMBER</u></b>
114	SZARABURA, Robert W.	2321
115	MARIER, Marcel	2206
116	POLIQVIN, Claude	2415
117	ST.LOUIS, Fernand A.	2104
118	FORTIER, Leger Joseph	25690
119	DUFOUR, Gaston	26186
120	EMOND, Bertrand A.	2457
121	COMEAU, Gerald H.	2272
122	KARPA, Richard A.	2459
123	BEADOW, Bruce O.	2462
124	ZWARYCZUK, Zugmunt	2476
125	O'MALLEY, Patrick A.	2347
126	CHARTRAND, Normand R.	2487
127	PELLETIER, Ronald G.	25580
128	TURCOTTE, Florent S.	2108
129	BOUCHER, Robert J.	2244
130	BOULIANNE, Normand L	2496
131	AYOTTE, Edouard	2507
132	DUTRISAC, Paul B.	2512
133	LEVESQUE, Raymond	2521
134	STENABAUGH, David	2529
135	DUGUAY, J. Daniel	2524
136	GRZELA, Marcel	2527
137	CARRIERE, Claude	2432
138	STANBURY, Timothy J.	2538
139	BOUDREAU, Louis J.	2540
140	RIVET, Paul H.	2546
141	COMEAU, Theodore	2131
142	VILLENEUVE, Andre	2555

**19.00****Attrition List – Local 89 Operations**

	<b><u>EMPLOYEE NAME</u></b>	<b><u>NUMBER</u></b>
143	LEBEL, Clermont G.	2558
144	COUTURE, Richard	2553
145	GENDRON, Maurice J.	2557
146	TOWNSON, David A.	2565
147	LEBEL, Lucien	2562
148	DESGROSEILLIERS, R.	26703
149	DAGENAIS, Armand J.C.	2365
150	FRECHETTE, Leo	2572
151	CLEMENT, Jean Guy	2579
152	LYONS, Norman	2586
153	BRIERE, Marcel R.	25903
154	LAROCHELLE, Jean F.	2601
155	AUDET, Rene	2525
156	GAGNON, Daniel	2240
157	HACHE, Donat J.	2607
158	DESROSIERS, Victor	2606
159	DALTON, Don	2609
160	MARTIN, Daniel	2611
161	BERGERON, Michel F.	2612
162	GRAVEL, Gaetan J.	2596
163	MARCHAND, John L.	2618
164	AUDRAS, Marcel A.	2628
165	LEBEL, Robert J.	2627
166	VAN LITH, Daniel B.	2286
167	REID, Sean A.	1594
168	KANCIR, Timothy A.T.	2682
169	LANDRIAULT, Steven A.	2817
170	MALENFANT, Jacques A.	2092
171	BEADOW, Brad	2808

**19.00**

**Attrition List – Local 89 Operations**

	<u><b>EMPLOYEE NAME</b></u>	<u><b>NUMBER</b></u>
172	OUIMETTE, Roland	27045
173	GINGRAS, Michel A.	189
174	DAVITSKY, Peter John	1991
175	DUMAIS, Marc A.	3092

**19.00****ATTRITION LIST - LOCAL 89 MAINTENANCE**

	<u>EMPLOYEE NAME</u>	<u>NUMBER</u>
1	GIROUARD, Raymond	318
2	GRANUM, John A.	1500
3	BENEDETTI, Bruno	319
4	AUDET, Jean R.	752
5	ALIE, Conrad	348
6	DUMARESQ, Emile	367
7	ROMBOUGH, Wayne	340
8	CARON, Maurice	1304
9	CARRIERE, Rayo	1633
10	RICHARD, J. Rheal	737
11	LEBLANC, Raymond	820
12	CHENIER, Normand	158
13	TWADDLE, Richard	23548
14	BOUDREAU, Raymond	23208
15	LEFEBVRE, Jean Claude	26442
16	COUTURE, Raoul	1855
17	TRUDEL, Denis	844
18	TREMBLAY, Donat	23587
19	FODEN, Michael	810
20	SABOVITH, Robert	1849
21	CAMERON, John	1832
22	LECLER, Roger	1253
23	BOULIANNE, Gaetan	1572
24	GODARD, Maurice	27251
25	LUBBEN, Ross	1387
26	POISSON, Julien	1159
27	BELANGER, Yvon	203
28	BISSON, Harvey	1885
29	TRUMBLE, John	23595

**19.00****ATTRITION LIST - LOCAL 89 MAINTENANCE**

	<u>EMPLOYEE NAME</u>	<u>NUMBER</u>
30	LALLIER, Guy	2059
31	NOLET, Donald	27088
32	BERTRAND, Gerard	2072
33	ROUSSY, Robert	2099
34	TRUDEL, Rene	2049
35	HACHEY, Maurice	23339
36	STANIEK, Kurt	130
37	AUDET, Denis	1785
38	MITCHELL, Keith	25124
39	BERNIER, Marcel	2229
40	DUCLOS, Denis	2254
41	CARRIERE, Adelard	1785
42	LEBLANC, Victor	2345
43	DESJARDINS, Gilles	2367
44	ANDERSON, Norman	1376
45	FORGET, Denis	2387
46	TREMBLAY, Marc P.	2127
47	ARNOLD, John	26914
48	OHINSKI, John	1621
49	AUDET, Laurent L.	2236
50	DOUCET, Felix	1264
51	GUILLEMETTE, Rene R.	2360
52	ROUTHIER, Albert	2488
53	BEAUVAIS, Noel	2112
54	BRUNET, Lucien	2501
55	BEAUVAIS, Roland	2503
56	MARIN, Ronald	2528
57	SILVER, Donald	2534
58	RITCHIE, Kevin	2535

**19.00****ATTRITION LIST - LOCAL 89 MAINTENANCE**

	<u>EMPLOYEE NAME</u>	<u>NUMBER</u>
59	DEMONTIGNY, Daniel	2543
60	SCOTT, Bernard	2549
61	SANFORD, Brian	1342
62	MERCIER, Richard	2602
63	HACHEZ, Ghislain	2604
64	MURDOCH, Gordon	2489
65	HASSELL, Robert	2385
66	COURCHINE, Gilbert	2577
67	MIGNEAULT, Ronald	2368
68	SOUCY, Yvon R.	2614
69	GAGNON, Gerald J.	2550
70	LAFONTAINE, Reynald	992
71	WRAGG, Albert	1835
72	DUCLOS, J. Raymond	2637
73	GROLEAU, Fernand	2646
74	LOSIER, Bruce A.	2665
75	THOMPSON, Michael L.	738
76	STE-CROIX, Keith D.	451
77	DEMERS, Jacques	464
78	TROTTIER, Rheel W.	774
79	LAVOIE, Gerard E.	2335
80	WIEBE, Randall G.	120
81	LEBLANC, Jean Marc	25493
82	GIROUARD, Andre J.	2217
83	NERON, Lucien J.	26132
84	SWANSON, Bradley L.	278
85	ROY, Gerald M.	26022
86	FENTON, Donald W.	48159
87	POULIN, Daniel P.	23464

**19.00****ATTRITION LIST - LOCAL 89 MAINTENANCE**

	<u>EMPLOYEE NAME</u>	<u>NUMBER</u>
88	BREAULT, Daniel J.	48032
89	FORTIN, Gerard M.	998
90	HARVEY, Ernest J.	171
91	SWAIN, William L.	1129
92	BRETON, Jean Yves	1256
93	BOUCHER, Normand J.	1712
94	WARD, Daniel L.	1324
95	REED, Kenneth G.	26694
96	GILLISSIE, Brian R.	1357
97	LECLERC, Come R.	2317
98	HUTCHINSON, Stephen G.	2211
99	FORTIN, Yvan P.	630
100	CARTER, Edward	755
101	DAGENAIS, R.	2219
102	GAULIN, J.Y.	23598
103	LALONDE, Y.	1488
104	BACZYNSKI, A.	422
105	PLOURDE, G.	2197
106	DUMAIS, C.	2400
107	GAUVIN, D.	2412
108	POITRAS, P.	571
109	LAMONTAGNE, D.	2729

**19.00****Attrition List – Local 89 E/I Maintenance**

	<b><u>EMPLOYEE NAME</u></b>	<b><u>NUMBER</u></b>
1	PELLOW, Peter	1815
2	GAGNON, Raymond	48048
3	GUILLEMETTE, Michel	1955
4	MCCRAE, Ronald	25119
5	RICHER, Leon	2392
6	WRIGHT, Kenneth	1145
7	MURPHY, Nelson	725
8	KELLY, Robert	1825



**19.00**

**Attrition List – Local 89 Woods Garage**

	<b>EMPLOYEE NAME</b>	<b>NUMBER</b>
1	ROBERT, Jean Guy	1735
2	GUINDON, Daniel	25292
3	DUHAIME, Gerard	25322
4	MCMEEKIN, Gerald	195
5	PREVOST, Marc	2424
6	COTE, Jeannot	2504

## **20.00 DISCIPLINE**

The Company sets forth rules and regulations which must be followed. These rules must be reasonable and made known to the employees. Failure by an employee to comply with Company rules and regulations shall leave the employee liable to disciplinary action.

### **20.01**

- a) Any supervisor has the authority to suspend an employee for JUST cause for the duration of the work period on the work day in which the infraction takes place.
- b) The supervisor shall immediately report the infraction to the department head or manager.
- c) The department head or manager will report the infraction to the Labour Relations Superintendent and Union President and shall

arrange for a meeting with the parties concerned within 48 hours excluding weekends and holidays.

- d) The employee shall be available and advised of any decisions made within 24 hours.
- e) If the employee is not satisfied with the disposition of the case, he may initiate the grievance procedure by presenting the grievance at the level of Vice-President and General Manager or his delegate.
- f) If, upon investigation, it is found that an employee has been unjustly suspended or discharged, he shall be reinstated with FULL REDRESS.

## **20.02**

- a) A complete record of each case of discipline administered, including suspensions and dismissals

shall be kept in a separate file at the Personnel Office at the mill.

- b) This record shall consist of:
  - i) offence charged
  - ii) superintendent's and foreman's report regarding the offence
  - iii) date and time of notice to employee to report for disposition of the case
  - iv) final disposition of the case.

## **20.03**

Each discipline report shall be cancelled twelve (12) months after the recorded date of offence and no record of such offence or cancelled discipline report shall be included in any subsequent report.

## **21.00 TIME & ONE-HALF 6<sup>TH</sup> DAY FOR DAYWORKER**

This policy does not apply to employees on weekend duty.

Employees SCHEDULED to work on a Sunday, will be scheduled a day of rest on Friday during the same calendar week. Employees will not be required to work on this day unless absolutely necessary, in which case time and one-half will be paid.

If an employee (day worker) is called in and works 8 hours or more on a Sunday, it will be considered as a "scheduled day" and the following Friday will become the employee's scheduled rest day.

## **22.00 MECHANIC RATE ADJUSTMENT**

The parties agree to adjust the mechanic rate of pay to \$22.76/\$24.29 providing the employee(s) has/have the following licence:

1. Heavy Equipment
2. Truck and Coach

## **23.0 VACATION**

For employees who schedule vacation on a calendar week basis, vacation grouping will consist of 36 weeks maximum per group per year.

Employees, in vacation groups greater than five (5), will have an opportunity to schedule as a first round choice, two weeks or blocks of holidays during the designated peak time period.

Peak Time is defined as the first Sunday in June to the second Saturday in September.

## **24.00 SAWMILL APPENDIX**

The Main Agreement will apply to all matters not covered by this Appendix.

Employees hired on or after date of ratification will be restricted from applying to all postings in the Newsmill.

### **1. Term**

The term will be as agreed to in the Main Agreement.

- a) In the case of a reduction in the Sawmill Complex workforce, Sawmill Complex employees will be demoted step by step down their lines of progression in the reverse order of the steps of their promotion.
- b) An employee in the Sawmill Complex who is laid-off from the bottom job of an established line

of progression may displace an employee in another established line of progression, if he has longer LOCAL UNION SENIORITY than the latter and if he has the qualifications required for promotion and is capable of performing the duties of the job to which he seeks appointment. A permanent employee displaced will retain recall rights to the line of progression from which he has been displaced for a period of 90 days.

- c) Discussions will be held with the Union to resolve any problems which may arise in the administration of this clause.
- d) If a Sawmill Complex employee is laid off from the bottom job of an established line of progression, and he does not have the UNION



SENIORITY necessary to claim an entry job in another line of progression he will automatically bump into the Local 89 Spare List by Local 89 seniority.

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

## 2. Wages

The wage scale will be established as follows:

a) Five (5) job categories will be established in operations. Jobs in the Sawmill Complex will not be covered by JCP. Job evaluations, when requested by Union or Management, will be performed and graded by a joint Union-Management job evaluation committee. All decisions will be subject to the grievance procedure.

b) The rates of pay will be effective as outlined in (c). Wage increases granted to the newsprint mill will also apply to the Sawmill Complex jobs.

c) Classifications:

Grade 1

Grade 2

Grade 3

Grade 4  
Grade 5

- \* See **24.00.9** attached job classifications and rates of pay.

d) Tradesmen:

Operating Mechanics

Rates of pay will be the same as the Main Mill rates. Tradesmen in Main Mill and Sawmill will assist one another as per the Main Labour Agreement.

e) Shift Differential:  
Same as Main Mill.

- f) Any employee presently in a job in the current Woodhandling Department, who is employed in the same job in the Sawmill Complex shall have his/her rate of pay frozen at present levels until rates of pay in this

Sawmill Appendix catch up.

### **3. Rotation**

Employees will be required to rotate on different jobs during the course of their shift. A joint committee will determine how this will be done.

### **4. Hours of Work**

The Company may schedule a 42-hour work week at straight time. Every four (4) weeks employees shall receive one extra day off without pay in order to average a 40-hour week. Specific schedules to be determined by a joint committee to meet operating requirements.

Lunch breaks will be midway through the shift and will be unpaid. It is understood that this is for the sawmill operations only and it is

agreed that any work that is done through the lunch period is at time and one half. It is also understood that an employee that is requested to work through the lunch period will be provided a paid lunch break that is immediately after the lunch period.

A three-shift operation will be eight-hour shifts with a twenty-minute paid lunch break.

## **5. Spare List**

Relief in the Sawmill will be provided by designated employees on the Local 89 Spare List. The job posting procedure will be utilized with the senior employees given the first opportunity for filling the designated relief positions. The Company and Union will meet annually to determine the number of positions to be posted.

## **6. Job Posting & Bumping**

Bumping will be limited to the Grade 1 level-type positions. Special circumstances will be dealt with individually.

Employees will promote upwards in their line of progression; the most senior employee at the level immediately preceding the vacancy will be promoted. Movement from one line to another will be filled by job postings at entry level. Job postings in the Sawmill Operations will be filled first by any Sawmill Model employee that applied.

Relief for any Dry Kiln Operators and Filers will be filled by posting internally.

Planerman relief will be filled by internal posting from the Planing Mill line of progression.

## **7. Shutdowns**

In the event on non-permanent shutdowns, to a maximum of six (6) weeks in a calendar year, employees will be demoted to the Spare List to be utilized where prior training, qualification and seniority allow. When operations resume to normal, all employees will return to their established position.

When the Company decides to shut down operations, in whole or in part, during the summer period (July and August), the Company will notify the employees affected, no later than the end of January of that year. Any vacations entitlement shall be taken at this time (maximum two (2) weeks). If the shutdown is announced in February or later any pre-approved vacation will not be changed.

In the event of non-permanent shutdowns totaling more than six (6) weeks, in a calendar year, employees will bump as per Article 6.04 of the Main.

## **8. TRAINING AGREEMENT – MECHANICAL TRADES**

### **8.01 Purpose**

To install one program that will graduate Tradesmen equipped with necessary tools, who have attained a level of proficiency in manual and technical skills satisfactory to Management and in conjunction with the Ministry of Training, Colleges and Universities Trades Training (the Ministry) guidelines. Total cost of program, excluding tools, to be borne by the Company.

### **8.02 Advisory Committee**

This committee will consist of a maximum of two Local 89 Union members and two Management members plus the Training



Coordinator. (Minimum of one (1) per group for quorum). The Training Coordinator will act as secretary for the Advisory Committee and will administer the Trades Training Program.

The Advisory Committee will have no executive authority, but will serve as an Advisory body on all matters pertaining to the training program.

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

### **8.03      Selection of Trainees**

Management will determine, according to its assessment of need, the number of Trades Trainees in each trade that will start the program. Trainees hired will be indoctrinated three (3) months after their hire date.

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

To be eligible for consideration, an applicant must have Grade 12 diploma, and successfully pass the G.A.T.B. test. Management, after consultation with the Advisory Committee, will select suitable Trade Trainees from the successful candidates. For new employees, hired after October 1, 1999, preference will be given to those who have a College Diploma in Technical.

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

It is agreed that when a Trainee has successfully attained his trade certification, he will, at the request of the company, remain employed with Tembec Kapuskasing in the appropriate

trade for a minimum of four (4) years.

In the event that the employee quits or transfers to another position outside of his trade, the employee agrees with surety that he will reimburse Tembec the training costs, if any, within the trades apprenticeship program. Reimbursement will be calculated on a regression basis at twenty-five percent (25%) per year over a four (4) year period from the date of quit or transfer.

#### **8.04 Seniority**

New employee establishes Trade Trainee and Labourer seniority on the date he starts the Program.

A Labourer transferred into the Program establishes Trade Trainee seniority on the date he starts the Program, and maintains his present Labourer seniority.

Any trainee bumped out of the department by a cutback will be recalled to his trade group on the

basis of his seniority in that trade group.

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

#### **8.05                      Trades Covered**

This Training Program will cover training in the following trades:

Instrument Mechanic  
Millwright  
Fitter/Welder  
Machinist  
Sheetmetal Worker

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

## **8.06     Training Duration**

The length of training will be determined as established by the Ministry of Training, Colleges and Universities guidelines. Credits for previous experience may be allowed dependent upon the Ministry guidelines.

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

## **8.07     Indoctrination**

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

## **8.08            Training Outline**

The Training Coordinator will establish tool lists and curriculum for learning technical and manual skills to meet the Ministry guidelines.

These will be as follows:

- a) Technical skills will be attained by following the Ministry programs and guidelines. Trainees will complete assignments and study on their own time.
  
- b) Tools are essential for a tradesman. At the 12, 24, 30, 36 and 42 month completion points of the training program, the trainees will be required to submit proof satisfactory to Management, that they own and have in their possession the tools as prescribed by the list. Before graduation from the training program, the complete list of tools will be checked against the tools owned.

## **8.09      Rates of Pay**

1. The rates of pay advancement scale will be calculated to the nearest cent as follows: As a percentage of the minimum tradesman's rate set at 70% and progressing to 100% upon certification, in equal steps every 12 months. A graduate who does not become certified will remain at the 92.5% tradesman rate.
2. Before starting the Trades Trainee Program, the Company may, on an individual basis, adjust the rate of pay based on the Ministry guidelines.

### **8.09.2 Allowances**

- a) Tembec Kapuskasing agrees to pay an allowance of \$250/week, in addition to the allowances paid by the Government for those Apprentices who are required to live and travel out of Kapuskasing.

b) Tembec Kapuskasing agrees to pay the difference between the training allowance paid by the Ministry and the hourly rate times forty (40) hours that the apprentice would normally have earned per week.

c) Tembec Kapuskasing agrees to pay two (2) days preparation time, one day to be used for travel and study and one day for certification.

#### **8.10 Unsatisfactory Progress**

Unsatisfactory progress will be defined as:

a) Being more than one month late in turning in a tool list. (It is the responsibility of each trainee to have his tools checked by his supervisor.)

OR

b) Failing a session as per the Ministry guidelines.



**8.11      Penalty for Unsatisfactory Progress:**

Any trainee who gets an unsatisfactory standing as defined above will be given a final warning and will be frozen at his rate of pay.

If before graduation, the trainee should again be making unsatisfactory progress, he will then be subject to removal from the training program and removed from the department.

**8.12      Progress Measurement:**

a) Manual skills will be judged by the supervisor for whom the trainee works.

b) Tools:

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

## 9.00 Job Classification and Rates of Pay

Position	Grade	Sept.30/08	1 % May 1, 2015	1.5 % May 1, 2016
<b>Wood &amp; Refuse Handling</b>				
Lead Operator	5 + 5 %	26.36	26.72	27.02
Liebherr Operator	5	25.10	25.35	25.73
Tanguay Operator	5	25.10	25.35	25.73
Slasher Operator	4	24.36	24.60	24.97
Debarker Operator	3	24.01	24.25	24.61
Vallée Operator	3	24.01	24.25	24.61
Paralift Operator	2			
Loader Operator	2	23.68	23.92	24.28
Refuse Truck Oper.	2	23.68	23.92	24.28
Chipper Operator	1			
Debarker Helper	1	23.43	23.66	24.02
<b>Sawline</b>				
Sawyer	5	25.10	25.35	25.73
Sawyer-Compact	5	25.10	25.35	25.73
Canter Operator	3	24.01	24.25	24.61
Trimmer Operator	2	23.68	23.92	24.28
Edger Operator	2	23.68	23.92	24.28
Stackerman	1	23.43	23.66	24.02
Bin Sorter	1	23.43	23.66	24.02
Stacker Helper	1	23.43	23.66	24.02
<b>Planing Mill</b>				
Planerman	5	25.10	25.35	25.73
Stackerman Stud	3	24.01	24.25	24.61
Stackerman Econo	3	24.01	24.25	24.61
Vallée Operator	3	24.01	24.25	24.61
Car Loader – Days	3 + 5 %	25.21	25.46	25.84
Car Loader	3	24.01	24.25	24.61
Strapping Machine	2	23.68	23.92	24.28
Planer Infeed	1	23.43	23.66	24.02
Hand Piler	1	23.43	23.66	24.02
<b>Non Line of Progression</b>				
Dry Kiln Operator	4	24.36	24.60	24.97
Cleaner	1	23.43	23.66	24.02
Filer	5	25.10	25.35	25.73

Rates frozen as per Article 2(f). The rate is shown in appropriate column above. Tradesmen – Refer to Main Agreement.

## **25.00 GRADE 8 SCALE GUIDELINES**

Applies to all departments with Grade 8 Scale (JCP) positions.

1. Employees being promoted from one job to another in the same department: If they are at Level 4 of their regular job and go up to the next job and both jobs are Grade 3, they will maintain the Level 4 rate.
2. If an employee is at Level 1 or 2 of a Grade 3 job and is promoted to a higher Grade 4 job, he will be credited time towards his next increase on lower job, higher job and all jobs in between.
3. Employees spending time as relief supervisor or special assignments as trainers,

writers, etc., will be credited time on their regular job towards their next increase.

4. Relief employees being assigned to a department will be treated the same as model employees in that department.
5. Must keep accurate records to ensure all employees are being paid the proper rate. Also, accurate records are needed for auditing purposes.
6. Model jobs will be adjusted from one level to the next through a tickler system kept by Human Resources secretary.
7. Supervisors will ensure that employees relieving on jobs other than their model job are paid the rate they are entitled to according to hours accumulated on that job. Once an employee accumulates enough hours to move up from one level to

another (on a job other than model), the supervisor will pay the new rate.

8. All records starting October 1, 1993 must be kept and updated by the supervisor on a monthly basis and be made available.

#### **CONVERSION TABLE - 8 GRADE SCALE**

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

## 8-GRADE SCALE

Grade		Sept.30/08	May 1, 2015 1%	May 1, 2016 1.5%
<b>Gr.1</b>	1 Min.	23.43	23.66	24.01
	2-6 mos.	23.45	23.68	24.04
	3-12 mos.	23.45	23.68	24.04
	4-18 mos.	23.47	23.70	24.06
<b>Gr.2</b>	1 Min.	23.47	23.70	24.06
	2-6 mos.	23.69	23.93	24.29
	3-12 mos.	23.99	24.23	24.59
	4-18 mos.	24.23	24.47	24.84
<b>Gr.3</b>	1 Min.	24.23	24.47	24.84
	2-6 mos.	24.56	24.81	25.18
	3-12 mos.	24.92	25.17	25.55
	4-18 mos.	25.25	25.50	25.88
<b>Gr.4</b>	1 Min.	25.25	25.50	25.88
	2-6 mos.	25.59	25.85	26.24
	3-12 mos.	25.92	26.18	26.57
	4-18 mos.	26.28	26.54	26.94
<b>Gr.5</b>	1 Min.	26.28	26.54	26.94
	2-6 mos.	26.65	26.92	27.32
	3-12 mos.	26.98	27.25	27.66
	4-18 mos.	27.32	27.59	28.00
<b>Gr.6</b>	1 Min.	27.32	27.59	28.00
	2-6 mos.	27.66	27.94	28.36
	3-12 mos.	28.02	28.30	28.72
	4-18 mos.	28.34	28.62	29.05
<b>Gr.7</b>	1 Min.	28.34	28.62	29.05
	2-6 mos.	28.89	29.18	29.62
	3-12 mos.	29.38	29.67	30.12
	4-18 mos.	29.92	30.22	30.67
	5-24 mos.	30.37	30.67	31.13
<b>Gr.8</b>	1 Min.	30.37	30.67	31.13
	2-6 mos.	31.21	31.52	31.99
	3-12 mos.	32.07	32.39	32.88
	4-18 mos.	32.93	33.26	33.76
	5-24 mos.	33.78	34.12	34.63

## 26.00 WAGE & RATE CLASSIFICATION

			<u>1%</u>	<u>1.5%</u>
		<b>Sept. 30, 2008</b>	<b><u>May 1, 2015</u></b>	<b><u>May 1, 2016</u></b>
<b>MAINTENANCE</b>				
<b>CREW LEADER</b>	D	<b>30.71/32.33</b>	31.02/32.64	31.45/33.14
<b>TRADESMAN</b>	D	27.91/29.25	28.19/29.54	28.61/29.98
<b>MECHANIC/ E/I TECH</b>	D	29.25/30.79	29.54/31.09	29.98/31.56
<b>SHIFT OPERATING MECHANIC</b>	T	29.25/30.79	29.54/31.09	29.98/31.56
<b>GENERAL MAINTENANCE</b>				
<b>MECHANICAL APPRENTICE</b>	D	19.54/25.82	19.73/26.08	20.03/26.46
<b>TRADES HELPER</b>	D	24.51/26.54	24.76/26.81	25.13/27.21
<b>LABOURER</b>	D	23.43/23.47	23.66/23.70	24.01/24.06

## 26.00 WAGE & RATE CLASSIFICATION (CON'T)

		Sept.30, 2008	May 1, 2015 1%	May 1, 2016 1.5%
<b><u>WOODLANDS</u></b> <b><u>- LOCAL 89</u></b>				
<b><u>WOODLANDS</u></b> <b><u>PLANT</u></b>				
Crew Leader	D	30.71	31.02	31.45
Mechanic I	D	27.91/29.25	28.19/29.54	28.61/29.98
Mechanic II	D	27.29/28.25		
Tire Repairman	D	27.29/28.25		
Maintenance Man – 1 <sup>st</sup> Class	D	27.91/29.25	28.19/29.54	28.61/29.98
Maintenance Man – 2 <sup>nd</sup> Class	D	27.29/28.25		

**(Note: Unionized employees working as Welding Inspector will receive Crew Leader Rate)**



**LOCAL 89 – C.E.P.  
APPENDIX  
WAGE RATES AND PAYROLL  
CLASSIFICATIONS**

<b>Department &amp; Occupation</b>		<b>Class</b>	<b>Grade</b>	<b>Sept.30, 2008</b>	<b>May 1, 2015</b>	<b>May 1, 2016</b>
					<u>1%</u>	<u>1.5%</u>
<b><u>OLD CHIP MILL</u></b>						
Crawler Crane Operator (Tree-Length & 4')	T	12	5	Closed		
Chip Mill Operator	T	9	4	Closed		
Chip Mill Prentice Loader Operator	T	8	3	Closed		
Tree-Length Truck Operator	T	5	3	Closed		
Labourer	T	1	1	Closed		
<b><u>ENVIRONMENT</u></b>						
Primary Treatment Operator	T	10	4	25.25/26.28	25.50/26.54	25.88/26.94
Secondary Treatment Operator	T	13	5	25.25/26.28	26.54/27.59	26.94/28.00
Utilityman	T	7	3	Closed		
<b><u>DE-INKING PLANT</u></b>						
DIP Operator	T	15	5	Closed		
Assistant Operator	T	10	4	Closed		
Utility Person	T	4	2	Closed		
<b><u>FINISHING ROOM</u></b>						
Head Operator	T	15	5	26.28/27.32	26.54/27.59	26.94/28.00
Operator	T	9	4	25.25/26.28	25.50/26.54	25.88/26.94
Assistant Operator	T	--	3	24.23/25.25	24.47/25.50	24.84/25.88
Head Coreman	D	12	5	26.28/27.32	26.54/27.59	26.94/28.00
Sawman	D	5	3	Closed		
Coreman	D	3	2	Closed		
Conductor	T	16	6	27.32/28.34	27.59/28.62	28.00/29.05
Engineer	T	11	4	25.25/26.28	25.50/26.54	25.88/26.94
Brakeman	T	6	3	Closed		

Note: The Finishing Room Head Operators will receive 5% above their personal model rate of pay.

**LOCAL 89 – C.E.P.  
APPENDIX  
WAGE RATES AND PAYROLL  
CLASSIFICATIONS**

<b>Department &amp; Occupation</b>		<b>Class</b>	<b>Grade</b>	<b>Sept. 30, 2008</b>	<b>May 1, 2015</b>	<b>May 1, 2016</b>
					<u>1%</u>	<u>1.5%</u>
<b><u>MECHANICAL PULP</u></b>						
TMP Operator	T	24	7	28.34/30.37	28.62/30.67	29.05/31.13
TMP Assistant Operator	T	15	5	26.28/27.32	26.54/27.59	26.94/28.00
Chip Unloader	T	5	3	24.23/25.25	24.47/25.50	24.84/25.88
Biomass Operator	T	7	3	24.23/25.25	24.47/25.50	24.84/25.88
Yard Utilityperson	D	4	2	23.47/24.23	23.70/24.47	24.06/24.84
<b><u>STEAM</u></b>						
Shift Engineer	T	27	8	30.37/33.78	30.67/34.12	31.13/34.63
Senior Operator	T	19	7	28.34/30.37	28.62/30.67	29.05/31.13
Junior Operator	T	15	6(2)	27.32/28.34	27.59/28.62	28.00/29.05
Assistant Operator	T	10	4	25.25/26.28	25.50/26.54	25.88/26.94
Heating Inspector	D	14	5	26.28/27.32	26.54/27.59	26.94/28.00
#6 Turbine Operator	T	9	4	25.25/26.28	25.50/26.54	25.88/26.94
Stationary Engineer Trainee	T	2	2	23.47/24.23	23.70/24.47	24.06/24.84
Steam Ash Handler & Cleaner	T	2	2	Closed		
N.B. Junior Operator (2) indicates frozen at Level 2						
<b><u>SMOKY FALLS</u></b>						
Bus Driver	D	6	3	Closed		
Relief Bus Driver	D	3	2	Closed		
<b><u>TECHNICAL</u></b>						
Pulp and Chip Tester	D	7	3	24.23/25.25	24.47/25.50	24.84/25.88

**LOCAL 89 – C.E.P.  
APPENDIX  
WAGE RATES AND PAYROLL  
CLASSIFICATIONS**

<b><u>PLANT SERVICES</u></b>		<b>Class</b>	<b>Grade</b>	<b>Sept. 30, 2008</b>	<b>May 1, 2015</b>	<b>May 1, 2016</b>
					<b><u>1%</u></b>	<b><u>1.5%</u></b>
Section Lead	D	11	4	Closed		
Front End Loader Operator	T	6	3	24.23/25.25	24.47/25.50	24.84/25.88
Standard Dump Truck Operator	T	4	2	23.47/24.23	23.70/24.47	24.06/24.84
<b><u>HUMAN RESOURCES</u></b>						
Fireman	D	9	4	Closed		
<b><u>WAREHOUSE SERVICES</u></b>						
Head Storekeeper	D	9	4	25.25/26.28	25.50/26.54	25.88/26.94
Window Clerk – Main Floor	D	5	3	Closed		
Window Clerk – 2 <sup>nd</sup> Floor	D	5	3	Closed		
Receiver	D	7	3	24.23/25.25	24.47/25.50	24.84/25.88
Labourer/Receiver	D	2	2	23.47/24.23	23.70/24.47	24.06/24.84
Boom Truck Operator – Telescope/Hydraulic	D	9	4	Closed		
Boom Truck Operator	D	7	3	24.23/25.25	24.47/25.50	24.84/25.88
Truck Driver – ¾ Ton Mail/Parcel	D	4	2	Closed		
Truck Driver – Power Tail Gate	D	4	2	Closed		

## 27.00 LETTERS OF UNDERSTANDING

	<u>Page</u>
Designated Relief.....	125
Log Haul from Mill Yard.....	126
Multi-Trades	
Maintenance & E/I.....	127
Posting to Trades .....	128
Steam Department Relief .....	129
Weekend Duty with "B"	
Accreditation.....	131
Work Allocation	
Procedures - Re: Computer, Electronic and/or Electrical System Installation.....	132
Weekend Duty – Payment .....	134

**LETTER OF UNDERSTANDING  
BETWEEN  
SPRUCE FALLS INC.  
AND LOCAL 89, C.E.P.  
JOB POSTINGS – OPERATIONS**

Any individuals on the following departmental designated relief lists shall be placed in the respective departments according to their position on the departmental designated relief list.

Employees refusing to go back when an opening occurs will be taken off this list.

Once all individuals as listed below have been given the opportunity to go back to their respective departments, all further postings shall then be done as per Labour Agreement – most senior qualified according to Local 89 seniority.

This will not supercede Article 6.04 of the Main Agreement.

T.M.P.

- |    |              |       |     |             |       |
|----|--------------|-------|-----|-------------|-------|
| 1. | R. Lebel     | #2627 | 8.  | L. Dubosq   | #618  |
| 2. | N. Genier    | #2629 | 9.  | L. Boucher  | #1260 |
| 3. | G. Parker    | #2645 | 10. | R. Daigle   | #1627 |
| 4. | *R. Richard  | #2647 | 11. | M. Veilleux | #1875 |
| 5. | R. Lukowski  | #0156 | 12. | R. McLeod   | #1230 |
| 6. | G. Bourgeois | #0212 | 13. | L. Marien   | #3043 |
| 7. | A. Gauthier  | #0599 |     |             |       |

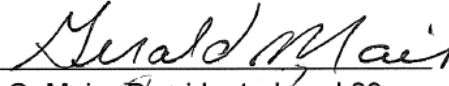
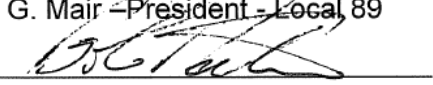
\* On seniority protection until August 1, 1999

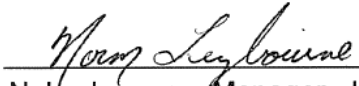
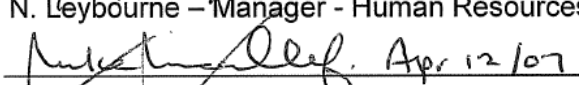
Effluent

- |    |               |       |
|----|---------------|-------|
| 1. | G. Marien     | #2680 |
| 2. | J. M. Jacques | #2887 |

Boiler House

- |    |           |       |    |               |       |
|----|-----------|-------|----|---------------|-------|
| 1. | R. Gagnon | #2740 | 3. | D. Courchaine | #3933 |
| 2. | W. Kancir | #1016 | 4. | D. Doucet     | #3938 |

  
G. Mair – President - Local 89  
  
R. Pellow – Coalition Leader

  
N. Leybourne – Manager - Human Resources  
 Apr 12/07  
M. Micallef – Labour Relations Superintendent

Dated: April 12/07

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**SPRUCE FALLS INC.**  
**AND**  
**C.E.P. LOCAL 89**  
**U.S.W. LOCAL 1-2995**

**LOG HAUL FROM MILL YARD OF SPRUCE FALLS WOOD**

1. Locals 89 and 1-2995 agree to share the manning of the haul trucks for round wood, delivered for use by Spruce Falls, that is sold from what is known as "the Mill Yard" on a 50/50 shared basis. This is subject to the availability of qualified personnel from the respective locals.
2. To man the trucks for Local 1-2995, the present practice will be followed.
3. To man the trucks for Local 89:
  - a) For a haul of two (2) weeks or less, the Company will make every effort to assign by seniority.
  - b) For a haul foreseen to last more than two (2) weeks, the temporary posting procedure will be followed.

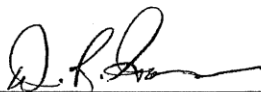
The loading of the above wood on the logging trailers will be done by qualified personnel from the Sawmill or the Local 89 Spare List. When this is not possible, and after consultation with the Unions involved, other S.F.I. operators may be used.

**LOG HAUL FROM MILL YARD OF STORAGE WOOD**

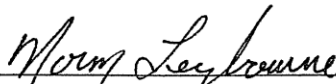
4. For round wood that is downpiled in "the Mill Yard" as interim storage for later delivery to another mill, the loading and manning of the trucks will be done by Local 1-2995.

When "the Mill Yard" is used for this purpose, the respective Locals will be advised in advance.

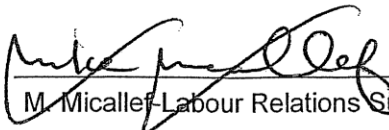
**FOR THE COMPANY**



D.R. Goss - Gen.Mgr. FRM - NOW



N. Leybourne - Manager Human Resources

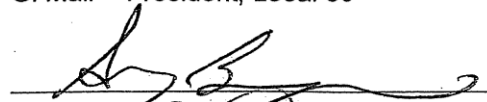


M. Micallef - Labour Relations Superintendent

**FOR THE UNION**



G. Mair - President, Local 89



G. Bourgeuin - President- Agent Local 1-2995



R. Pellow - Coalition Leader

# LETTER OF UNDERSTANDING

BETWEEN

TEMBEC KAPUSKASING

UNION COALITION LOCALS

89 C.E.P.

1149 I.B.E.W.

## MULTI-TRADES – MECHANICAL AND E/I

The parties agree to the following conditions as part of the Multi-trades programs:

Certified Tradesmen entering the program will start at Tradesman A (top rate tradesmen). Progression to maximum will be in four equal steps in six-month increments minimum to maximum. On the same basis as Article 12.04 Tradesmen c). "The ability and general qualifications of any individual are to be the main factors for all promotions. This will be discussed with the Union prior to each individual's advancement but the final decision as to his ability and qualifications will be made by the supervisor."

Effective date of ratification, employees currently at A1 Level or above will proceed in six-month increments to the top level.

Appendices to be amended to reflect above.

### **FOR THE COMPANY**

### **FOR THE UNION**

\_\_\_\_\_  
A. Ouimette  
Gen. Manager – Kapuskasing  
Newsmill

\_\_\_\_\_  
M. Demers  
President Local 89 CEP

\_\_\_\_\_  
N. Leybourne  
Manager – Human Resources

\_\_\_\_\_  
M. Cote  
President Local 1149 IBEW

\_\_\_\_\_  
Date

LETTER OF UNDERSTANDING  
BETWEEN  
LOCAL 89 C.E.P.  
AND  
SPRUCE FALLS INC.

LOCAL 89 JOB POSTINGS – MAINTENANCE (Appendix “A”)

Any individuals who were placed on the Spare List due to qualifications on December 3, 1991, or are placed on the Spare List due to further reductions in the Trades groups, shall have the first opportunity to post back to their trade, according to their Spare List maintenance seniority number, prior to any individual becoming qualified after December 3, 1991.

Once all individuals, as listed, have posted back to their respective trade, all further postings shall then be done as per Labour Agreement – most senior qualified, according to Local 89 seniority.

Carpenters

SP-2 #2206 Marier, M.

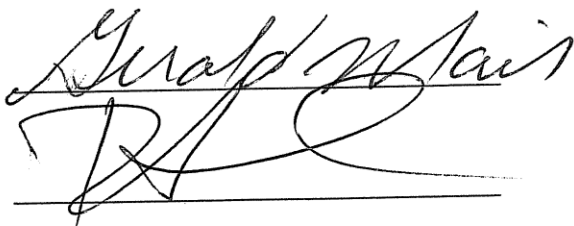
Millwrights

SP-11 #1945 Lawrence, K.

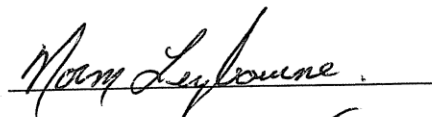
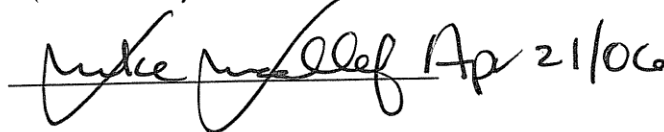
SP-12 #2745 Hemenway, R.

SP-13 #2744 Marchand, S.

FOR THE UNION



FOR THE COMPANY

  
 Ap 21/06

April 21/06  
Date



## **Tembec - Spruce Falls Operation**

The following Letter of Understanding applies to the relief list associated with the operation of the Steam Plant Department:

1. As a result of the pending retirement of Ronald Gaulin and the resulting promotions in the line of progression, the position of BRD Relief will be filled through the relief list. The qualification required for this position will be a 4<sup>th</sup> Class stationary engineer's ticket as prescribed by the Province of Ontario.
2. The following qualified employees will be part of the Steam Plant relief list:

### Relief List

<u>Name</u>	<u>Employee #</u>	<u>Qualification</u>
Marchand, Raney**	#4121	3 <sup>rd</sup> Class
Charette, Serge	#4229	3 <sup>rd</sup> Class
Mainville, Gerald	#4230	3 <sup>rd</sup> Class
Donovan, George	#4231	3 <sup>rd</sup> Class
Pelchat, Yvan	#4265	3 <sup>rd</sup> Class
Scott, Todd	#4269	3 <sup>rd</sup> Class

The process by which a model vacancy shall be filled in the Steam Plant will be by the most senior qualified employee from the Steam Plant relief list holding a minimum of a 4<sup>th</sup> Class ticket. The relief list shall be filled by the most qualified trainee, meaning having successfully completed the 4<sup>th</sup> Class ticket requirement and a holder of a valid ticket. He will then be slotted in accordance with his local union seniority on the Steam Plant relief list.

The minimum qualification for the bottom position in the model line of progression shall be a 4<sup>th</sup> Class ticket.

Any Local 89 members wishing to be part of the Letter of Understanding will have to be part of the Spare List and apply through the posting procedure.

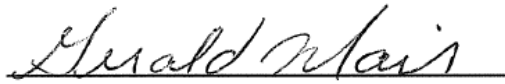
Those employees on the relief list or training list shall, as a condition of continued employment, be required to successfully complete the requirements for a 3<sup>rd</sup> and 4<sup>th</sup> Class ticket within the prescribed timeframe as outlined in the Steam Plant Training Agreement.

**\*\*Note:** The double asterisks reflect Raney Marchand (after being removed from the department as a result of failing to successfully complete the required elements of his steam apprenticeship program) being accepted back into the steam department after having attained his 3<sup>rd</sup> class ticket. Raney will be placed behind Shannon Wilson on the steam seniority list for work in the Steam Plant and for a model job.

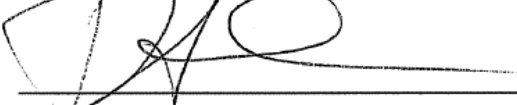
**Note:** Rosaire Clement, #2681, was previously on the Steam Plant Department seniority list. He removed himself from the department for medical reasons. He has a model job in the Sawmill.

Dated at: Kapuskasing on this 31<sup>st</sup> day of January 2007.

**For the Union:**



G. Mair – President Local 89




R. Audet – V.P. – Local 89

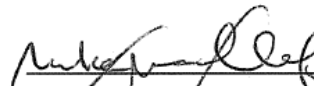


R. Pellow – Coalition Leader

**For the Company:**

 Jan 31/07

D. Grzela – Steam Plant Chief Engineer

 Jan 31<sup>st</sup> 2007

M. Micallef – Labour Relations  
Superintendent

LETTER OF UNDERSTANDING

BETWEEN

LOCAL 89 C.E.P.

AND

SPRUCE FALLS INC.

WEEKEND DUTY WITH "B" ACCREDITATION

Non-Primary Maintenance Personnel that have a "B" accreditation, in millwrighting or pipefitting, who are in the Maintenance Department, may volunteer to go on weekend duty rotation. When volunteering, the term will be a one-year minimum.

This letter can be terminated by either party with 30-days notice.

NOTE: Primary Maintenance Personnel by definition for the purpose of this agreement are Millwrights, Pipefitters and Welders.

FOR THE UNION

FOR THE COMPANY

Gusab Mai Norm Leysbourne

[Signature]

[Signature] Apr 21/06

Dated April 21/06

## **LETTER OF UNDERSTANDING**

### **BETWEEN**

**LOCAL 89 OF THE C.E.P.**

### **AND**

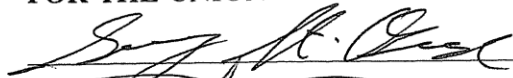
**SPRUCE FALLS INC.**

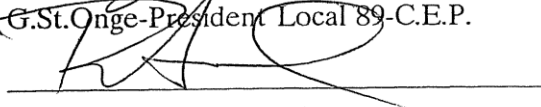
### **WORK ALLOCATION PROCEDURES RE COMPUTER, ELECTRONIC, AND/OR ELECTRICAL SYSTEM INSTALLATION**

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

1. A meeting will be held between representatives of the Company, IBEW, and CEP Local 89 to discuss such future system installations or major modifications to existing systems. Representatives will not exceed three persons per party. This notification meeting will be held (no later than 30 days) after the project is authorized, and in any case, no later than the commencement of the installation.
2. The Company will acknowledge the input and recommendation of the union representatives, and will give that input careful consideration in the allocation process.
3. In cases where the work allocation is of a contentious nature, it will be reviewed by the Vice-President of Mill Operations.
4. As soon as is feasible following the completion of suitable engineering, and prior to the commencement of its construction, the installation and maintenance responsibilities will be allocated. In making this allocation, the following factors will be taken into consideration:
  - i) economy and efficiency
  - ii) existing jurisdictional lines of demarcation
  - iii) skill and training
  - iv) past practice.
5. The Company will provide suitable training, manuals, test equipment and repair facilities to the employees being assigned the work.
6. In case of emergency, the notification process may be waived, however affected Locals will be advised within a reasonable period of time.

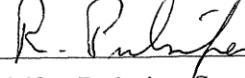
FOR THE UNION

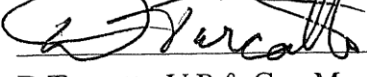
  
G.St.Onge-President Local 89-C.E.P.

  
R. Audet - Local 89 - C.E.P.



FOR THE COMPANY

  
R.Pulsifer-Relation-Superintendent

  
D.Turcotte-V.P.& Gen.Mgr.  
Mill Operations

Date: August 30, 1994



Usine Kapuskasing Operations  
1 Government Road, P.O. Box 100  
Kapuskasing, Ontario P5N 2Y2

Telephone: (705) 337-1311  
Fax: (705) 337-9700

**Letter of Understanding**  
**Between Tembec, Kapuskasing**  
**And Local Union 89 CEP**

Where Article 15.00 Weekend Maintenance Emergency Coverage reads:

The Companies will post by Thursday, 3:30 pm, a schedule designated to provide weekend maintenance emergency coverage. This coverage will be from 3:30 pm Friday to 7:30 am Monday. However, when the weekend includes a statutory holiday, coverage will be prorated.

And

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

Shall be deciphered and practiced as:

An employee who is scheduled for Weekend Maintenance Emergency Coverage shall be paid 12 hours at the regular rate of pay. When a statutory holiday is attached to the weekend an additional 6 hours at the regular rate of pay shall be paid for each 24 hour statutory holiday period. Weekend Maintenance Emergency Coverage will be from 3:30 pm Friday to 7:30 am Monday and the schedule will be posted as per the article.

The above calculation will be in effect beginning December 2009.

Dated at: 29<sup>th</sup> Tembec on this 24<sup>th</sup> day of June 2010.

For the Company

For the Union



L'ESPRIT D'INNOVATION  
THE SPIRIT OF INNOVATION