

**MASTE**

SCHEME	So
EFF.	89/09/01
TERM.	92/08/31
No. OF EMPLOYEES	207
NOMBRE D'EMPLOYÉS	R.W.



**REPAP MANITOBA**  
Lumber Division &  
Woodlands Division

and

**IWA CANADA**  
Local 1-324



207

**Effective September 1, 1989**  
**to August 31, 1992**

0004603

# **MASTER AGREEMENT**

**BETWEEN:**

**IWA-CANADA  
LOCAL 1-324 &  
REPAP MANITOBA**

**LUMBER/WOODLANDS**

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# **PART I - CLAUSES COMMON TO LUMBER AND WOODLANDS DIVISIONS**

## **ARTICLE 1**

### **Purpose**

**1:01** The purpose of this Agreement is to secure for the Company and the Union the full benefits of orderly and legal collective bargaining in respect to hours, wages, working conditions and living conditions as specified in this Agreement and to ensure to the utmost extent possible, the safety and physical welfare of the employees, the economy of operations, quality and quantity of output and protection of property. This Agreement moreover, seeks to provide for fair and peaceful adjustment of all disputes that may arise between the parties. It is recognised as a duty of the parties hereto and of all employees to co-operate fully, individually, and collectively for the advancement of the conditions set forth herein.

**1:02** Use of the masculine gender in this Agreement shall be considered also to include the feminine.

**1:03** In the event that an Agreement regarding proposed change is not reached prior to the end of the Agreement year, the existing Agreement shall continue in effect during the next Agreement year or until a decision is reached with respect to the proposed changes.

**1:04** If any provisions of this agreement or any collective agreement made in pursuance thereof is found to be contrary to the provisions of the law, now or hereafter enacted, this Agreement will not be abrogated, but is subject to such amendments as may be necessary to bring in into conformity with the law.

**1:05** The Company and the Union shall cooperate in the formulation and the enforcement of Company rules and regulations to maintain order, discipline and efficiency and to promote measures necessary to assure the

maximum safety and health of all employees. In the case of disagreement the procedure for processing other grievances shall apply

## **ARTICLE 2**

### **Management Rights**

**2:01** The management and the operation of, and the direction and promotion of the working forces is vested exclusively in the Management, provided, however, that this will be not used for the purposes of discrimination against employees.

**2:02** The Company shall have the right to select its employees and to discipline or discharge them for proper cause.

## **ARTICLE 3**

### **Union Recognition and Security**

**3:01** The Company recognises the Union, during the term of this Agreement or any renewal thereof, as the exclusive representative of the employees for the purpose of collective bargaining with respect to hours of work, rates of pay and conditions of employment contained in this Agreement, subject to Article II above.

**3:02** (a) All employees covered by this Agreement as a condition of employment, who are now employees, or on the thirtieth (30) day from the beginning of their employment, whichever last occurs, shall become and remain members of the Union to the extent of keeping all regular initiation fees, assessments, and the regular dues as set by the Union.

(b) Any employee who fails to maintain his membership in the Union as prescribed herein by reason of refusal to pay dues and assessments shall be discharged after seven day's written notice to the Company of the said employee's refusal to maintain his membership.

(c) All employees, including summer students, who

have worked **five (5)** days or the equivalent forty **(40)** hours or more in a calendar month will be required to pay Union dues for that month.

All employees who have been employed for a period of thirty **(30)** calendar days will be required to pay an initiation fee as well as Union dues.

**3:03** The Employer agrees to deduct from the pay of each employee who authorises such deductions, initiation fees, monthly dues, assessments, and accumulate dues not to exceed six **(6)** months, and to remit such deductions to the Secretary of the Union, Local **1-324**, Post **Office** Box **1886**, The Pas, MB, once a month together with a list of the employees showing the amount deducted from the pay of each. The receipt of such by the Secretary, shall constitute full compliance with this Article by the Company. The local Union shall inform the employer in writing of the charges to be deducted and any change which may be authorised from time to time by the employee, such charges and changes are not binding on the employee until received by the Company. The Company agrees to furnish the Union with the Social Insurance Number of all employees when the first Union dues are deducted from the employee's pay.

**3:04** The Company shall require all new employees at the time of hiring to execute the following assignment of wages in duplicate, the forms to be supplied by the Union.

### **IWA-CANADACHECK-OFF**

Date: \_\_\_\_\_ **19** \_\_\_\_\_ Name of Employer \_\_\_\_\_

PLEASE PRINT Operation \_\_\_\_\_

Name of Employee \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Social Insurance No. \_\_\_\_\_ Are you member of IWA-Canada? \_\_\_\_\_

In what operation were you last employed? \_\_\_\_\_

\_\_\_\_\_ Local Union \_\_\_\_\_

2. Union Back Dues in the amount of \$ \_\_\_\_\_ In case of misstatement of qualification for membership.

3. Union Dues \$ \_\_\_\_\_ I agree to forfeit all rights, per month commencing \_\_\_\_\_ privileges and monies paid.

\_\_\_\_\_ 19 \_\_\_\_\_

SIGNATURE OF APPLICANT/EMPLOYEE \_\_\_\_\_

4. Union Assessments in the amount and at the time stated in notice received by you from the Local Union designated above. CLOCK NO. \_\_\_\_\_

I hereby authorise and instruct you to deduct from my wages and remit to Local 1- \_\_\_\_\_ the following in payment of the amounts set out below:

1. Union Initiation Fees in the amount of \$ \_\_\_\_\_

APPLICATION FOR MEMBERSHIP

I hereby request and accept membership in the IWA-Canada Local No. 1- \_\_\_\_\_ and agree to abide by the constitution and by-laws of the organisation.

Duplicate (yellow) copy to be forwarded to the Local Union Office.

This assignment in the case of employees already members of the Union shall be effective immediately and for those employees not previously members of the Union, it shall be come effective Thirty (30) calendar days from the date of execution. The Local Union shall notify the Company by letter of the amount of back dues owed by new employees and copies of such letter shall be furnished

to the employee and the Committee. The said assignment shall remain effective until and unless the same is revoked in writing by the employee.

**3:05** The employer shall submit to the **Secretary-Treasurer** of the Union, not later than the fifteenth (15) day of the following month, the dues, arrears and assessments deducted, together with a list of names of the employees for whom the deductions were made and also monthly statements showing the names of all additions and deletions of employees.

**3:06 Official** Union representatives shall have access to the Company's operation for the purpose of administering their responsibilities to the membership and they will make every effort to notify Supervision before arriving on site.

**3:07** The Company agrees that the Union may post notices on a notice board supplied by the Company for Union business.

**3:08** The Company and the Union desire each employee to be familiar with the provisions of this Agreement and his rights and duties under it. For this reason, the Company will have the Agreement printed in booklet form and the management will give a copy to each employee.

## **ARTICLE 4**

### **Employee's Security**

**4:01** There shall be no discrimination, coercion, interference or restraint by the Company or by the Union or by representatives of either party against any employee in accordance with the Manitoba Human Rights code.

**4:02** Employees whose regular jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit. In situations involving employee's training or emergencies there will be times when Supervisors will operate equipment. This does not mean that supervisors, in carrying out such duties, shall

exclude or replace employees in the bargaining unit.

**4:03** The expulsion of any employee from membership in the Union shall not be deemed cause for dismissal, except for non-payment of union dues.

**4:04** (a) At the employee's option, a job steward shall be present during disciplinary action against the employee by the Company.

(b) Any employee shall have the right to view his own personal file in the presence of the Industrial Relations Officer.

**4:05** (a) On each pay day the Company shall provide to each employee an itemised statement setting forth the total number of hours worked by the employee concerned during the immediate preceding pay period, the rate of wage applicable to him, all deductions made from his wages whatsoever, the purpose for which such deductions were made, the total amount actually payable to him, and other such information as may from time to time be agreed upon by the parties.

(b) Pay days shall be every second Friday. Any pay shortage equivalent to one (1) or more days pay will be paid the next working day, with allowance for the difficulty of distance in Woodlands considered. Shortages of less than one (1) day's pay will be paid on the next pay cheque.

**4:06** An employee hurt in an industrial accident, and attending a doctor, shall be paid for the loss of time on the day he was injured, at his regular hourly rate for his regular scheduled work day.

**4:07** In the event of employees sustaining injuries at work, or becoming affected by occupational disease during the course of their employment and becoming physically handicapped as a result thereof, every effort will be made by the Company to give the handicapped employee such suitable employment as is available.

**4:08** An employee proven to have been unjustly discharged, suspended or demoted shall be reinstated

to his former position and receive pay for all time lost.

**4:09** (a) Employees undertaking Company approved educational courses, including correspondence courses, upon successful completion shall be entitled to reimbursement of Seventy-Five percent (75%) of course fees.

(b) Employees undertaking educational courses, including correspondence courses, that are required as a condition of job requirement, the Company will reimburse the employee for One Hundred percent (100%) of the course fees upon successful completion of the course.

**4:10** The Company will pay the cost of occupational license renewals and renewal examinations and will reimburse an employee for the time lost while writing these examinations. These licenses and examinations must be relevant to the employee's job in the Division. Driver's licenses are excluded.

**4:11** The Company will supply lock-up facilities for Tradesmen's tools and Pieceworker's saws. Replacement of equipment is conditional upon the following:

(a) Lost Tradesmen's tools or Pieceworker power saws through fire or theft will be replaced on the basis of an inventory of tools or equipment mutually agreed upon between the employee and a designated Company official.

(b) Tools or equipment lost through theft will not be replaced unless there is evidence of forced entry.

(c) Replacement of power saws will be made at their depreciated value to a maximum of \$1000.

**4:12** The Company will replace Tradesmen's tools broken on the job provided they are produced for replacement.

**4:13** The Company will make available tradesmen's tools required upon the introduction of the metric system at no cost to the employee.

**4:14** The Company agrees to supply, free of charge, insect repellent to all employees to a maximum of Two (2)

units per month.

**4:15** The Company will sell to employees full packages of lumber for pickup during regular working hours at the market price existing at the time of purchase.

**4:16** Upon presentation of a voucher from the Clerk of The Court showing fees received for Jury Duty, Coroner's Witness, Coroner's duties and Crown Witness, an employee will be paid the difference between such fees and normal hourly rate for regular straight time Eight (8) hour working days lost as a result of such duties.

## **ARTICLE 5**

### **Committees**

#### **5:01 NEGOTIATING COMMITTEES**

(a) The Company agrees that a Negotiating Committee, not to exceed four (4) employees in number, selected by the Union, shall be **recognized** as the **authorized** negotiation representatives of the Union.

(b) The Union shall supply the Company with names of the employees constituting the Negotiating Committee and shall inform the Company two (2) days prior to the meeting of any changes in the personnel of the said Committee.

**5:02** The Company shall deal with the said Committee with respect to proposals for modification of the Agreement as outlined in Article 20. Accredited **officials** of the **IWA-Canada Local 1-324** may participate in such negotiations.

#### **5:03 GRIEVANCE COMMITTEE**

(a) The Company agrees that a Grievance Committee, not to exceed four (4) employees in number, from each operation selected by the Union shall be **recognized** as the authorised representatives of the Union to handle all grievances outlined in Article 16 after Step 1 Grievance Procedure.

(b) The Union shall supply the Company with the names of the employees constituting the Grievance



Committee and shall inform the Company at least two (2) days prior to any meeting of any changes in the personnel of the said Committee.

**5:04** The Company shall not pay Committee Members for time lost from work due to conciliation and arbitration proceedings.

## **ARTICLE 6**

### **Technological Change**

**6:01** The Company shall give reasonable notice in any case not less than ninety (90) days in advance of intent to institute changes in working methods or facilities which would involve the laying off of employees.

**6:02** When technological changes are implemented every effort will be made by the Company to retrain its employees to satisfactorily perform the new duties required of them.

**6:03** An employee who is set back to a lower paid job because of automation or technological change will receive the rate of his regular job at the time of the setback for a period of three (3) months and for a further period of three (3) months he will be paid an adjusted rate which will be midway between the rate of his regular job at the time of the setback and the rate of his new regular job. At the end of this six (6) month period the rate of new regular job will apply. However, such employee will have the option of terminating his employment and accepting severance pay as outlined in 6:04 below, provided he exercises the option within the above referred to six (6) month period.

**6:04** Employees discharged or laid off from their regular job who sever their employment because of technological change or automation shall be entitled to severance pay of one (1) week's pay for each fifty-two (52) weeks of service with the Company. The amount calculated under such entitlement shall not exceed a maximum of twenty-six (26) weeks pay.

## **ARTICLE 7**

### **Call Time**

**7:01** An employee reporting for work at the marshalling area/Lumber Division at his schedule starting time for whom no work is available, and who has not been notified not to report, shall receive three (3) hours pay at the regular hourly rate. In the event the employee commences work and the operation closes, he shall be entitled to a minimum of four (4) hours at his regular rate of pay.

**7:02** Any employee who, because of an emergency, is called out for duty any time before or after his regular hours of work shall be free when the emergency is over, but shall nevertheless be paid four (4) hours for each unrelated job he is assigned at straight time or overtime for hours worked, whichever is the greater. Work scheduled for one (1) shift in advance but outside of the regular or normal scheduled work week is not call in.

**7:03** It is further understood and agreed that if at any time there is an insufficient number of employees to operate the Lumber Division, through no fault of the employer, who do not report for work at the regular starting time then the balance of the employees on that shift shall not receive call time provided for in Article 7, Section 7:01 of the said Collective Agreement.

## **ARTICLE 8**

### **Statutory Holidays**

**8:01** The following days shall be observed as paid holidays:

New Years Day  
Good Friday  
Victoria Day  
Dominion Day  
August Civic Holiday

Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day (December 26th)

In the event the Province of Manitoba or the Government of Canada proclaim Heritage Day to be a statutory holiday during the term of this Agreement, the Company will recognize such holiday as a day off with pay.

**8:02** The observance of the above holidays may be made on days other than calendar dates when so proclaimed by the Province of Manitoba, or upon mutual agreement between the Company and the Union. Employees shall be entitled to payment for any of the above holidays provided that the employee qualifies as outlined in Section 8:06. A holiday falling on Saturday will be celebrated on Friday and a holiday falling on Sunday will be celebrated on Monday and the employee will be entitled to straight time pay only on the original statutory holiday.

**8:03** On the original statutory holiday, statutory holiday pay for pieceworkers will be calculated by dividing their gross earnings for the previous payroll month by the number of days worked during that period.

**8:04** Employees working on a holiday will be paid at the rate of one and one half (1 1/2) times their straight time rate in addition to their statutory holiday pay.

**8:05** An employee working on a holiday will be paid at the rate of one and one-half (1 1/2) his rate or appropriate premium rate.

**8:06 (a)** An employee, to qualify for statutory holiday pay must comply with each one of the following three (3) conditions.

(i) Have been on the payroll Forty-Five (45) calendar days immediately preceding the holiday.

(ii) Have worked his last regular scheduled work day before and his first regular scheduled work day after the holiday unless his absence is due to illness,

compensable occupational injury, or is otherwise authorised by the employer.

(iii) **Notwithstanding** (ii) above, the employee must have worked one (1) day before and (1) day after the holiday both of which must fall within a period of sixty (60) calendar days.

(b) In case of injury or illness in (a) above, the employer shall have the right to request a medical certificate.

(c) Employees while on Leave of Absence for Union business, or any employee while a member of a Negotiating Committee, shall qualify for paid statutory holidays. This Section shall not apply to those employees on Leave of Absence under Article 14, Section 14:03 (a) and (c).

**8:07** If a statutory holiday falls on an employee's normal day off, the employee shall be granted one (1) additional day off in lieu of the holiday with pay, at a time mutually agreeable to the employee and his supervisor.

## **ARTICLE 9**

### **Annual Vacations**

**9:01** (a) An employee who has completed One (1) year of continuous service with the Company shall be entitled to an annual holiday of Two (2) weeks and shall be paid Five Percent (5%) of his total earnings earned in the prior vacation year.

(b) An employee who has completed Two (2) years of continuous service with the Company shall be entitled to an annual holiday of Three (3) weeks and shall be paid Seven Percent (7%) of his total earnings earned in the prior vacation year.

(c) An employee who has completed Seven (7) or more years of continuous service with the Company shall be entitled to an annual holiday of Four (4) weeks and shall be paid Nine Percent (9%) of his total earnings earned in the prior vacation year.

(d) Effective January 1, 1990, an employee who

has completed fifteen (15) years or more of continuous service with the Company shall be entitled to an annual holiday of five (5) weeks and shall be paid ten and one half (10 1/2) percent of his total earnings earned in the prior vacation year.

**9:02** After One (1) year continuous employment, time not exceeding One (1) year lost as the result of an accident recognised as compensable by the Workers Compensation Board and suffered during the course of employment shall be considered as time worked for the purpose of qualifying for vacation provided that the employee returns to his employment.

**9:03** An employee whose employment has terminated shall receive vacation pay at the appropriate rate contained in Sections 9:01 (a), (b), (c) or (d).

**9:04** The vacation year shall be based on the employee's anniversary date.

**9:05** An employee shall be entitled to the above vacation only when his service has been continuous. Continuous service shall terminate by reason of an employee:

(a) Being dismissed for just cause.

(b) Leaving the employ of the Company.

(c) Being laid off due to lack of work for more than the length of time as outlined in Article 12, Section 12:03 (a) and (b).

(d) Failing to return to work within Fifteen (15) days after being notified to return after a layoff.

(e) Being absent for any other reason for more than the length of time outlined in Article 12, Section 12:03 (a) and (b).

**9:06** Employees shall take vacations at times scheduled by the Company in order to cause the least disturbance to the efficient operation of the Divisions. Vacations shall be between January 1st and December 31st. The Company will try to schedule vacations when possible between May 1st and September 30th. All vacations must be completed by December 31st. Preferred

vacation schedules will be based on employee's seniority. The Company will endeavour to announce the vacation schedule by April 1st.

**9:07** Where a statutory holiday falls **withir.** an employee's annual vacation period such day shall not count as a vacation day. The holiday shall be taken on the day preceding or following the vacation period.

**9:08** An employee who qualifies for vacation pay referred to in Section 9:01 shall be entitled to the increased percentage effective on the employee's personal anniversary date. The Company will adopt a common vacation pay calculation cut off date for all employees of May 31. A special vacation payroll will be prepared following each May 31, and employees may receive their vacation pay then or leave it until they begin their vacation.

If an employee has approved vacation scheduled between January 1 and May 31, he will be entitled to receive the vacation pay earned between the last cut-off date and his vacation period.

**9:09** The basis of calculating vacation pay using a common cut off date is described in the attached Letter of Understanding (Schedule "D").

## **ARTICLE 10**

### **Health and Welfare Contributions**

**10:01** The Repap Manitoba, Health and Welfare Plans shall be administered in accordance with the terms of the current insurance policies. The following is a description of the plans and the insurance should be consulted for a comprehensive description of the insurance coverage period.

**10:02** The Company agrees to provide to its employees the Health and Welfare Plan described in Schedule "A" herein. Employees will be eligible to become members of the plan upon completion of Forty-Five (45) calendar

days of continuous employment with the Company, provided they are at work on that date. If not at work on that date, they will be eligible immediately upon return to work.

(a) An employee with more than One (1) year of continuous service who is laid off, shall be covered under the Health and Welfare Plan, and Dental Plan, for a period of Four (4) months.

(b) An employee with more than Forty-five (45) calendar days of continuous service but less than One (1) year shall be covered if laid off due to scheduled vacations.

**10:03** Employees on an approved Leave of Absence shall be covered under the Health and Welfare Plan to the end of the calendar month in which the leave was granted.

## **ARTICLE 11**

### **Pension Plan**

**11:01** The Company and the Union have established a non-contributory Pension Plan administered by a joint Board of Trustees. The eligibility and level of pension benefits will be governed in accordance with the details outlined in the Pension Plan text.

**11:02** Effective September 1, 1989 the monthly pension benefit will be increased to thirty-two (\$32) dollars for all service in the Pension Plan. Effective September 1, 1991 the monthly pension benefit will be increased to thirty-four (\$34) dollars for all service in the Pension Plan.

## **ARTICLE 12**

### **Seniority**

**12:01** (a) The Company *recognizes* the principle of seniority. In the application of seniority, it shall be determined by Lumber Division or Woodlands Division seniority but the seniority of each Division will be separate and distinct from the seniority of the other.

b) The selection and promotion of supervisory officials from the bargaining unit shall be entirely a matter for the Company's decision, in making such selection or promotion, length of **continuous** service will be given due consideration.

**12:02** In the event of a reduction of forces, the last person hired shall be the first released.

**12:03** It is agreed between the parties that seniority during lay off shall be retained on the following basis:

(a) Employees with less than one (1) year of service shall retain their seniority for a period of six (6) months.

(b) Employees with one (1) or more years service shall retain their seniority for one (1) year, plus one (1) additional month for each year's service up to an additional twelve (12) months. It shall be the employer's responsibility to maintain an address file of the employees and it shall be the employee's responsibility to notify the employer in writing of any change of address.

**12:04** For the purpose of establishing seniority for all employees during the term of the Agreement, it is hereby agreed that seniority shall be by number starting with Number One (1). When an employee leaves the operation his number shall cease to exist and shall not be given to an employee entering into the employ of the Company.

**12:05** Notwithstanding anything to the contrary in this Agreement it shall be mutually agreed that all employees are hired on probation, the probationary period to continue for Forty-Five (45) calendar days during which time they are to be considered probationary employees only. During this same period no seniority rights shall be recognized. Upon completion of Forty-Five (45) calendar days they shall be regarded as regular employees and shall then be entitled to seniority dating from the day in which they entered the Company's employ.

**12:06** When hiring new employees consideration for preference shall, subject to the same conditions as in 12:01 (a) and (b), be given to those employees of the



Company having previous seniority and who have applications on file.

**12:07** The Company agrees to provide the Union with a Seniority list, by Division, of the Company's employees by number once each six (6) months, setting out the number, name, camp (Woodlands Division) and seniority with the Company of each employee. The seniority of the employees will be posted on the bulletin boards in conjunction with the list being sent to the Union.

**12:08** (a) In any case where an employee has been transferred by the Company to a supervisory position and at a later date ceases to be a supervisory worker and the Company desires to retain his services, it is hereby agreed that reinstatement can be made within the bargaining unit, provided however, that supervisory workers reinstated in the bargaining unit must return within one (1) year to the job held at the time of their promotion to a supervisory position providing the job is not held by an employee having more Plant seniority. If the employee returns to the bargaining unit after the expiration of one (1) year from the date of his promotion, he shall return to a base rate job to which his seniority entitles him.

(b) Supervisory employees in (a) above shall have their seniority frozen while in a supervisory position.

**12:09** An employee shall cease to have seniority and his employment shall be terminated if the employee:

(a) Is discharged for proper cause.

(b) Terminates his employment with the Company.

(c) Does not return to work fifteen (15) days after he is called back to work.

**12:10** In case of major recalls after reduction in the labour force employees will be notified by telegram at least fifteen (15) days in advance of the commencement of operations. Upon receipt of the recall the employee will notify the Company by telegram, Collect, within seven (7) days of his intent to work on the specified date. It shall be

the employee's responsibility to keep the Company informed of his address during layoff. Recall notice will be sent to the last known address on record of the employee.

**12:11** (a) During a reduction of work forces when an employee's seniority is such that he will not be able to keep his regular job he may elect to apply his seniority to obtain a job paying a higher rate if he has previously held the job in the operation on a regular basis.

(b) He may also elect to apply his seniority to obtain a lower paid job or a job paying the same rate of pay, provided he is able to perform assigned work. Upon increasing the workforce, an employee shall be returned to service in order of seniority, provided he is able to perform the work.

**12:12** Employees exercising their seniority shall be allowed a Two (2) day period as a familiarisation period.

**12:13** In the case of layoffs, the Company will notify the employee or employees concerned at least Fourteen (14) calendar days in advance unless the lack of work is beyond the Company's control.

**12:14** Laid off employees will be recalled to a temporary or emergency position by telephone in order of seniority, subject to their availability at the time of the call.

## **ARTICLE 13**

### **Job Posting**

**13:01** (a) Vacancies for other than base rate jobs shall be posted in advance for a period of not less than Five (5) working days, All job posting awards will be posted within Five (5) working days at the close of the bid date. A carbon copy of the job tender will be available to the bidding employee.

(b) The Company will notify the Camp Chairman of job postings and awards.

(c) After a trial period of Twenty (20) working days where an employee does not qualify for the position concerned he shall revert to his former position without loss of seniority.

(d) In filling vacancies, senior employees shall be given preference provided they are able to perform the work.

(e) This section shall not apply to relief replacement of two (2) weeks or less necessitated by illness or injury, or other leave of absence, or to relief replacement of longer duration for employees on vacation, but in filling these vacancies senior employees will be given preference, in accordance with Article 12, Section 12:01 (a) provided they are able to perform the work. In the event relief replacements are required for a longer period than defined above, such vacancies shall be posted as relief positions only.

(f) A Lumber Division employee who accepts a posted position will not be eligible to re-bid for another vacancy for a period of four (4) months from the time he took over the originally posted job except to bid into the apprenticeship program.

## **ARTICLE 14**

### **Leave of Absence**

**14:01** The Company will grant leave of absence to employees suffering injury or illness for the term of this Agreement subject to a medical certificate if requested by the Company. The employee shall report or cause to have reported to the Company as soon as may be reasonably possible. The employment of any employee not returning to work within one (1) year of his being granted leave of absence may be terminated by the Company unless proper justification for further leave is shown.

**14:02** (a) Any employee desiring Leave of Absence must obtain permission in writing from the Company for such leave.

(b) All employees on Leave of Absence must

return to the position vacated when such leave was granted.

While on Leave of Absence, seniority shall accrue. Consultation between Union and Company will take place before extended periods of Leave of Absence can be granted.

**14:03 (a)** The Company will grant Leave of Absence to employees who are appointed or elected to Union Office for the term of such office. The employee who obtains this Leave of Absence shall return to the Company within thirty **(30)** calendar days after completion of his term of employment with the Union.

**(b)** The Company will grant Leave of Absence to employees who are elected as representatives to attend Union meetings and Union conventions or as members of the Negotiating Committee of the **IWA-Canada** in order that they may carry out their duties on behalf of the Union.

**(c)** The Company will grant Leave of Absence to employees to permit them to improve their education at a **recognized** educational institution as a full-time student for a period not to exceed six **(6)** months. The employee who obtains this Leave of Absence shall report for work to the Company within Fifteen **(15)** days of the completion of his educational training. This training must be relative to the Industry.

**(d)** The Company will grant Leave of Absence to employees elected or nominated to full time Federal or Provincial Office. Once elected, Leave of Absence will be granted for the term of such **office**. Employees elected to Municipal Office will be granted Leave of Absence if requested and needed to fulfill the duties of their office.

**(e)** In order for the employer to replace the employee with a competent substitute, it is agreed that before the employee receives his Leave of Absence, as set forth in Clause (a), **(b)**, **(c)** and **(d)** above, the employer will be given due notice in writing; in the case of (a), **(c)** and **(d)**, Twenty **(20)** calendar days; and in the case of **(b)**, Five **(5)** calendar days.

**14:04** The Company will not grant Leave of Absence to employees who desire to obtain employment with another employer or any other gainful employment.

**14:05 BEREAVEMENT LEAVE**

In the event of a death of a father, mother, brother, sister, husband, wife, son, daughter, father-in-law, **mother-in-law**, son-in-law, daughter-in-law, step parent, grandparent, grandchild, legal guardian or ward of an employee, the employee shall receive up to Three (3) consecutive days leave, these days to include the date of the funeral. In the event Three (3) days are not **sufficient** time to attend the funeral, further leave shall be granted without pay.

The employee will be paid eight (8) hours pay at his regular straight time rate for each day that falls on his regular scheduled work day. The Company may require proof of relationship and date of funeral.

## **ARTICLE 15**

### **Health & Safety**

**15:01** The Health & Safety Committee shall consist of not more than eight (8) members no less than four (4) members including two (2) co-chairman, one (1) chosen by the employer's members and the other chosen by the Union members, and the co-chairman shall alternate the function of chairing the meetings of the committee and shall participate fully in the deliberations and decisions of the Committee.

**15:02** The general duties of the Health & Safety Committee shall be:

(a) To make a thorough inspection not less than once a month of the entire operation for the purpose of determining hazardous conditions, to check on unsafe practices and to receive complaints and recommendations with respect to these matters.

(b) To investigate promptly all serious accidents and any unsafe conditions or practices which may be

reported to it. Such investigations shall include accidents which might have caused serious injury to a workman whether or not such injury **actually** occurred.

(c) To hold regular meetings at least **monthly** for the discussion of current accidents, their causes, suggested means of preventing their recurrence and reports of investigations and inspections.

(d) The Company will keep a record of all investigations, inspections, complaints, recommendations, and minutes of the meetings on behalf of the Health & Safety Committee. The minutes shall indicate what action has been taken with respect to the suggestions or recommendations previously made and if no action has been taken, the reasons therefore shall be given. Copies of minutes shall be sent promptly to the Workplace Safety and Health Division, Industrial Relations Department, and local Union.

(e) To investigate fire conditions, examine fire escapes, fire extinguishers, water buckets, sand buckets, and all fire fighting appliances.

(f) To inspect lighting arrangements in all places of employment, and to report to management all insufficiently lighted passageways and other portions of the plant where workmen are liable to be injured in the course of their employment.

(g) All safety meetings and safety tours to be conducted on Company time with no loss of normal earnings.

**15:03** St. John's Ambulance First Aid Courses will be made available outside normal working hours to all employees who desire to be trained and one (1) trained employee in each work area of the Woodlands Division and one (1) trained employee on each shift in the Lumber Division will receive the first aid allowance.

**15:04** The Company will consult and co-operate with the Workplace Safety and Health Committees in establishing the safety apparel to be used in the workplace.

## **15:05 LOCK OUT PROCEDURE**

The purpose of a plant lock procedure is to ensure that through proper instruction and plant practices all energy activated equipment is safe to work on. That before commencing maintenance or repair work or any other adjustments where the inadvertent starting of the machinery could endanger a workman, the main control device must be locked-out.

### **WHO LOCKS OUT?**

- (a) The person starting work on the machine.
- (b) Any other person working on the same equipment by individual lock.
- (c) After the above procedures have been followed, the first individual referred to shall make sure the power is off by trying the "start" button.

### **REMOVAL OF LOCKS:**

(a) On completion of work, the power shall remain locked out until the last person finished is clear of the equipment and has removed his own lock.

(b) Locks shall only be removed by:

(i) By the person who installed them.

(ii) **IN AN EMERGENCY**, by the senior shift supervisor or superintendent (if he is taking the place of a Foreman) who shall first make every effort to contact the individual who put the lock on. He must ensure that the machinery or equipment can be operated safely.

(c) Persons coming on shift must place their own locks on all switches before the individual going off shift removes his lock.

(d) Senior shift supervisors may lock-out the machine during **shift** changes to allow the person going off shift to remove his lock.

### **SPECIAL CIRCUMSTANCES**

(a) Casuals: The lock-out procedure will be reviewed with all casuals and/or overtime workers.

(b) In the event that joint work on equipment is done by an outside maintenance crew and part of the regular crew, the maintenance procedure will be reviewed

with both parties present and only the regular procedure will be used.

(c) If the work is being done directly by an outside maintenance crew, the regular lock-out **procedurc** will be reviewed with them and only that procedure will apply.

### **OTHER SOURCES OF ENERGY**

Electrical **power** is not the only source of energy that can cause accidents if inadvertently operated.

Compressed air (and other gases), **pressurized** water, hydraulics, and gravity are some examples of energy sources that must be **de-energized** and locked out before physical contact is made with the equipment. If physical contact is required on equipment, then the employees involved must be trained to understand that lock-out of the above energy sources is also required.

### **THE FOLLOWING RULES APPLY:**

(a) Lock-out controls to **de-energize** all valves.

(b) Bleed hydraulic air or water systems after pumps or supply have been locked-out.

(c) Block up all equipment that can move because of gravity (i.e. hoists, hold down rolls, lathe backup rolls).

### **ADDITIONAL POINTS:**

(a) This lock-out procedure shall apply to **ALL PLANT PERSONNEL**. This includes office staff, production employees, supervisory staff, and maintenance personnel.

(b) All main control boxes are to be high-lighted and properly identified in the plant.

(c) The provisions of lock-out procedure will be written into a job safety analysis as it is drafted for the operation.

(d) There will be regular reviews of this plan for all plant personnel.

(e) It will be reviewed by all new employees.

### **MOBILE EQUIPMENT**

In case of mobile equipment a tag-out procedure will be used and same general rules will apply.



## ARTICLE 16

### Adjustment of Grievances

**16:01** It is the intention of the Company and the Union that by execution of this Agreement industrial peace will be maintained and that the Union and the Company shall cooperate to that end and that work will be done **efficiently** and without interruption.

**16:02** It is the mutual desire of the parties hereto that the complaints of employees be adjusted as quickly as possible and it is generally understood that an employee has no grievance until he has given his foreman an opportunity to adjust his complaint.

**16:03** The Company and the Union mutually agree that should any grievance arise between the parties to this Agreement as to its interpretation, application or violation, it shall be dealt with, without stoppage of work in the following manner:

**Step 1:** The individual employee with a job steward of his choice shall first take up the matter with his immediate supervisor within fourteen (14) calendar days of the origin of the grievance. The Supervisor shall reply within **five (5)** working days. Failing satisfactory adjustment and no later than five (5) working days from the date of which the Supervisor is required to reply then;

**Step 2:** The matter shall be taken up in writing by the same employee and the grievance committee with a higher level of management. Within five (5) working days of receiving the grievance in writing, management must respond in writing. Failing settlement then;

**Step 3:** The matter shall be taken up by two authorised members of the Union Executive with the Division Manager or his delegate and another member of management. A response must be given in writing ten (10) working days from the time the matter was discussed.

The **grievor** is entitled to be in attendance at all steps of the grievance procedure.

**16:04** (a) If a grievance has not advanced to the next step under Steps 1 or 2, within Five (5) working days after the completion of the preceding step, then the grievance shall be deemed abandoned. In the event of the absence of **authorized** agents of the Company or the Union, the time limit may be extended by mutual consent.

(b) Either party may, with the following fifteen (15) days after the completion of Step 3, refer the matter to arbitration as provided in the Manitoba Labour Relations Act.

**16:05** The Union shall promptly notify the Company of the personnel of its Grievance Committee and of any change in personnel; and the Company shall notify the Union of the names of the officials of the Company referred to herein.

**16:06** As far as practical, all grievances will be dealt with at the close of the regular work shift or in the case of the night shift, prior to the beginning of the regular work shift without loss of earnings. Where grievances are dealt with outside of regular working hours at the request of the Company, the employees engaged in the discussion of the grievance shall be paid at straight time rate of pay for the time so spent. The aggrieved employee or employees, providing they are present, shall be considered as participating in the discussion of the grievance.

**16:07** The job steward on duty will be allowed sufficient time on any shift for the purpose of handling grievances, in such instances, he must **secure** permission from his supervisor prior to undertaking an assignment. Permission will not be unreasonably withheld.

**16:08** The job steward or his appointee shall be employees of the Division where the grievance originated.

**16:09** The Company shall advise the Union in any case where an employee has been discharged. Such advice to be provided at the earliest possible time. In cases where the Union considers it necessary to contest a discharge, the matter shall be dealt with through the provisions of Article 16, Section 16:03, Step 3.

**16:10** The business agent for the Union shall be entitled to represent and/or assist the Grievance Committee at any step in the grievance procedure.

**16:11** In the event of any violation of this agreement between a contractor and an employee of a contractor, the matter shall be referred in writing to the grievance procedure at Step 1. If the matter is not resolved, the response at Step 1 shall also be in writing. The Company shall be responsible for any violation of the Collective Agreement beyond that point.

**16:12** It is agreed that written response to grievances should include the **reason(s)** for denying the grievance.

## **ARTICLE 17**

### **Arbitration**

**17:01** (a) When either party decides to submit a grievance to arbitration as per Article **16:04 (b)**, then the other party shall be so notified in writing by registered mail.

(b) The parties have agreed on a panel of arbitrators to be used, if required, during the term of this agreement.

(c) If the parties fail to agree on the selection of a single arbitrator from among the panel, they shall request the **honorable** Minister of Labour of the Province of Manitoba to make the appointment from among the said panel.

(d) In the event that the arbitrators provided for in this Section are not available to preside as arbitrator, the parties agree that they will request the **Honorable** Minister of Labour of the Province of Manitoba to appoint a temporary replacement.

**17:02** No person shall be appointed as an arbitrator who has been involved previously in an attempt to negotiate or settle the grievance.

**17:03** In the case of arbitration, the conferring parties

may have the assistance of the employee or the employees concerned and any necessary witnesses, and all necessary arrangements will be made to view disputed operations and to confer with the necessary witnesses.

**17:04** The remuneration and expenses of the Arbitrator shall be borne equally by the Company and the Union. Witness fees and allowances shall be paid by the party calling the witness.

**17:05** The proceedings and decision of the Arbitration Board shall be expedited by the Company and the Union. The decision of the majority of such Board shall be final and binding upon the parties hereto, but the arbitrator shall not be **authorized** to make, nor shall they make, any decision or recommendation inconsistent with the provisions of this Agreement, nor alter, add to, modify or amend any part of the Agreement, or make any general changes, such as changes in wage rates, nor deal with any matter not covered by this Agreement.


**17:06** In all cases of interpretation or arbitration of the terms of this Agreement, the text of the original signed copies shall govern.

## **ARTICLE 18**

### **Maintenance and Protection During Suspension of Work**

**18:01** It is agreed that neither the Union nor the employees of the Company shall in any way **authorize**, condone, support, or participate in any slow down, suspension of work, walk out, strike, or picketing by any employee or groups of employees during the life of this Agreement or while negotiations for the renewal of this Agreement are in progress subject to the provisions of Article L-5, Section L-5:03.

**18:02** It is agreed by the Company that there be no lock-out during the life of this Agreement or while negotiations for renewal of this Agreement are in progress.



**18:03** It is agreed that at all times, whether during the term of this Agreement or otherwise and for any cause whatsoever the Company's property shall be protected and the Company's plant, equipment and inventory shall be left in a good and safe condition by the employees. No employee shall leave his work without **first** assuring that all prescribed safety provisions have been complied with.

**18:04** It is also agreed that those employees who are required to remain at work to fulfill the functions as provided in Article 18, Section 18:03, shall be available as required for such work during any suspension of regular operations.

**18:05** The employees referred to in Article 18, Section 18:04 shall be paid the regular wage rate applicable to their respective classifications in effect at the time they were required to perform the work contemplated by Article 18, Section 18:03 and 18:04.

## **ARTICLE 19**

### **Duration of Agreement**

**19:01** The provisions of this Agreement shall become effective from the first day of September, 1989 and shall, notwithstanding any statutory provisions to the contrary, continue in force and effect until the 31st day of August, 1992 and thereafter from year to year, provided that either party may, not less than Thirty (30) days nor more than Ninety (90) days before said **expiry** date of August 31, 1992, serve notice in writing by Registered Mail, on the other party to terminate or negotiate a revision of this Agreement, and where notice is given the party shall forthwith bargain collectively with a view to the renewal or revision or conclusion of a new Agreement.

# **SCHEDULE “A”**

## **Health and Welfare**

### **I. GENERAL PRINCIPLES**

(a) Premium cost for insurance shall be paid by the Company.

(b) Participation in the Plan is to be a condition of employment.

(c) Coverage will be portable for employees moving between the Lumber Division, Woodlands Division or Moose Lake Loggers and there will be no waiting period for such qualified employees.

(d) The Company will mail a weekly indemnity form to an employee at his request.

(e) Benefit coverage will continue where an employee is absent from active employment and is being paid wages by the Company during his absence. Benefit coverage will cease on the cessation of active employment except that under the following circumstances, coverage will continue as indicated: (1) If a covered employee is absent on Worker's Compensation claim for temporary disability, coverage for Group Life, A.D.&D., Medical and Dental will continue during the period in respect of which the employee receives Worker's Compensation temporary disability time loss payment to a maximum of two (2) years. (2) If a covered employee is absent on weekly indemnity claim under the plan coverage will continue during the period in respect of which the covered employee receives weekly indemnity benefits under the plan. (3) If a covered employee is absent on a Long Term Disability claim, coverage for Group Life, A.D.&D., Medical and Dental will continue during the period in respect of which the employee receives Long Term Disability benefits to a maximum of one (1) year. (4) Benefit coverage will continue to the end of the calendar month only for an employee who is on an authorised leave of absence. (5) Employees who are in receipt of W.C.B. or L.T.D. benefits will be granted a leave of absence until they are able to return to work, or are declared totally disabled or reach age 65.

## II **WEEKLY** INDEMNITY

The Company will pay the full cost of the following Weekly Indemnity Plan, providing for a Fifty-two (**52**) week period of disability with benefits commencing the first day of a non-compensable accident, the first day of hospitalisation as a bed patient, and on the fourth (**4th**) day of sickness. The Union accepts the improved Weekly Indemnity coverage as payment in kind of the employee's share of the reduction in **U.I.C.** premium resulting from the qualifications of the Weekly Indemnity Plan under **U.I.C.** regulations.

Scale of Hourly Job Rates and corresponding Weekly Indemnity coverage as listed below. This scale will come into effect on the date of ratification of this Agreement.

Coverage will be seventy percent (**70%**) of normal earnings to a maximum as outlined in the scale below.

For the periods that are less than one calendar week the benefit entitlement will be calculated on the basis of **70%** of normal daily earnings up to the corresponding maximum.

Table of Hourly Job Rate Brackets and corresponding coverage:

Hourly Job Rate*	Non-Occupational Weekly Accident & Sickness Insurance	
Less than	<b>15.00</b>	<b>420</b>
<b>15.00</b> but under	<b>15.25</b>	<b>425</b>
<b>15.25</b>	<b>15.50</b>	<b>430</b>
<b>15.50</b>	<b>15.75</b>	<b>435</b>
<b>15.75</b>	<b>16.00</b>	<b>440</b>
<b>16.00</b>	<b>16.25</b>	<b>445</b>
<b>16.25</b>	<b>16.50</b>	<b>450</b>
<b>16.50</b>	<b>16.75</b>	<b>455</b>
<b>16.75</b>	<b>17.00</b>	<b>460</b>
<b>17.00</b>	<b>17.25</b>	<b>465</b>
<b>17.25</b>	<b>17.50</b>	<b>470</b>
<b>17.50</b>	<b>17.75</b>	<b>475</b>
<b>17.75</b>	<b>18.00</b>	<b>480</b>
<b>18.00</b>	<b>18.25</b>	<b>485</b>

18.25	18.50	490
18.50	18.75	495
18.75	19.00	500
19.00	19.25	505
19.25	19.50	510
19.50	19.75	515
19.75	20.00	520
20.00	20.25	525
20.25	20.50	530
20.50	20.75	535
20.75	21.00	540
21.00 and over		

Note: Each of the hourly job rates in the above table is defined as the straight time rate of the employee's regular job, exclusive of all premiums and fringes.

### **III LONG TERM DISABILITY**

(a) The Company will provide a Long Term Disability program based on fifty-five (55%) percent of an employee's normal annual earnings, less offsets, to a maximum monthly benefit of seventeen hundred (\$1700) dollars from the date of expiration of weekly indemnity coverage to age 65. Normal annual earnings is defined as an employee's regular straight time hourly rate multiplied by 2080 hours.

(b) Insurance coverage from private sources will not be included as an offset to the payment of Long Term Disability benefits.

### **I v GROUP LIFE**

The Company will provide group life insurance coverage, insuring each employee for twice his annual earnings, as defined in 3 above.

Notwithstanding this, effective September 1, 1986, the level of insurance for pieceworkers will be the greater of their previous years annual earnings or 2080 hours x the Power Saw Operator's rate.



## V ACCIDENTAL DEATH AND DISMEMBERMENT

The Company will provide **A.D.&D.** coverage insuring each employee for once annual earnings as defined in 3, above.

Death	100%
Loss of both hands or both feet	100%
<b>Loss</b> of both eyes	100%
Loss of one hand and one foot	100%
Loss of one hand and one eye	100%
Loss of one foot and one eye	100%
Loss of one hand or one foot	50%
Loss of one eye	50%
Loss of thumb and any finger of the same hand	25%

## VI COMPREHENSIVE HEALTH PLAN (EMPLOYEES & DEPENDENTS)

### 1. Manitoba Medicare

The Company will contribute to all employee's Manitoba **Medicare** to a maximum of present cost per year.

2. The Company will provide the following coverage:

(a) Medical - (**N.B.** There is no deductible for this section of the Plan). **COVERAGE**;

(i) The difference between the cost of semi-private accommodation in an accredited Manitoba Hospital and the standard ward rate paid by Manitoba Medicare.

(ii) Up to **five (5)** dollars per day to a maximum of One Hundred Eighty (**180**) days while **confined** in a nursing home or convalescent hospital in any one year.

(iii) The difference between the cost of hospitalisation outside Canada, including semi-private accommodation and other hospital expenses, and the cost of these services paid by Manitoba Medicare. There is no daily maximum and the plan pays for ninety percent (**90%**) of the above incurred expenses.

(b) Major Medical (**N.B.** There is no deductible for this section of the Plan). The maximum payable by the

insurance carrier under this section is Fifteen Thousand Dollars (**\$15,000**) per employee in any Three (**3**) year period.(i) This portion of this section is covered at One Hundred Percent (**100%**).

- prescription drugs
- professional ambulance service
- diagnostic services not covered under Manitoba

#### **Medicare**

- Medical appliances such as artificial limbs, wheelchairs, etc.
- Optical care, including the cost of frames and lenses, contact lenses, artificial eyes and the fitting of prescription glasses to a maximum cost per person of One Hundred and Fifty Dollars (**\$150**) in any Two (**2**) year period.

(ii)This portion of this section is covered at Eighty Percent (**80%**).

- services of a registered nurse
- dental repair as a result of an accident
- hearing aids to a maximum of Three Hundred Dollars (**\$300**) per family per year.
- private room up to Ten Dollars (**\$10**) per day additional if recommended by a licensed physician or surgeon.
- services of a licensed osteopath, podiatrist, physiotherapist, up to Six Dollars (**\$6.00**) per visit with a maximum of Fifty (**50**) visits per family per year.
- Effective September 1,1986 services of a licensed chiropractor up to ten dollars (**\$10**) per visit with a maximum of fifty (**50**) visits per family per year.
- extra billings of a licensed physician or surgeon outside Manitoba with no maximum limitations.

### **VII DENTAL CARE PLAN (EMPLOYEE & DEPENDENTS)**

The Company will pay all of the premiums for this plan.

#### **1. Benefits**

##### **(a) Diagnostic Services**

All necessary procedures to assist the dentist in evaluating the existing conditions to determine the

required dental treatment including:

(i) Oral examination

(ii) Consultations

(iii) X-rays (complete mouth X-rays will be covered only once in a three **(3)** year period.

(b) Preventive Services

All necessary procedures to prevent the occurrence of oral disease, including:

(i) Cleaning and scaling

(ii) Topical application of fluoride

(iii) Space maintainers

(c) Surgical Services

All necessary procedures for extractions and other surgical procedures normally performed by a dentist.

(d) Restorative Services

All necessary procedures for filling teeth with amalgam, synthetic porcelain, and stainless steel crowns. Gold inlays or **onlays** will be provided as a filling material only when teeth, in the professional opinion of a dentist, cannot be restored with any of the above materials. Gold foil will be provided only in cases of repair to **pre-existing** gold restorations.

(e) Prosthetic Repairs

All necessary procedures required to repair or reline fixed or removable appliances.

(f) Endotics

All necessary procedures required for pulpal therapy and root canal filling.

(g) Periodontics

All necessary procedures for the treatment of tissues supporting the teeth.

(h) Prosthetic Appliances and Crown and Bridge procedures.

(i) Crowns and Bridges

(ii) Partial and/or complete dentures, but not more than once in **five (5)** years.

(i) Orthodontics

The services of a certified orthodontist registered as such by the College of Dental Surgeons of Manitoba only after

the patient has been covered continuously for Twelve **(12)** months. Appliances lost, broken, or stolen will not be replaced. These services are only available for dependent children up to their nineteenth **(19th)** birthday. Lifetime maximum benefit is Two Thousand **(\$2000)** Dollars per person for all services by an orthodontist.

## **2. Co-insurance**

In respect to benefits **a)** to **g)**, the Plan provides reimbursement of Eighty Percent **(80%)** of eligible expenses. Benefits **h)** and **i)** will be subject to Fifty Percent **(50%)** co-insurance.

# **SCHEDULE "B"**

## **Trades Apprentice Program**

The purpose of the Agreement is to assist interested and qualified men in furthering and developing their skills, and to provide tradesmen of the highest possible calibre to the Company's operations.

The program will cover all designated trades, or trades to be incorporated in accordance with the Company's requirements.

The term of each apprentice's training will be in accordance with the Manitoba Department of Labour Apprenticeship Board rules and regulations.

Applicants for entry into the program will be subject to meeting the standards required by the Department of Labour Apprenticeship Boards.

### **I ENTRY STANDARDS**

#### **1. Education**

Applications will be accepted from applicants who meet the educational level specified by the Apprenticeship Branch.

#### **2. Age Limit**

Entry will be limited to new applicants aged **18** years or over.

#### **3. Testing**

Applicants who meet the criteria established in 1 and 2 above will be required to pass a mechanical aptitude test.

### **II SELECTION**

Apprenticeship openings will be filled in accordance with the provisions of Article **13** Job Postings. However, only those employees who meet the criteria established in 1 and 2 above may apply and be tested. The successful applicant will be selected from applicants scoring **seventy-five percent (75%)** or better in their test, based on Woodlands and Lumber Division seniority where applicable.

The openings for apprenticeship training will be

determined by the Company and its requirements. One application per employee will be considered for the Apprenticeship Program; therefore each candidate must decide regarding the trade he desires before **filling** his application.

The Company intends to train its own employees, however if no qualified employees apply for apprenticeship openings, the Company may hire new qualified employees to enter the program.

### III **GENERAL**

1. A Joint Apprenticeship Committee will be formed, comprised of two Union and two management representatives with the Industrial Relations Manager acting as **co-ordinator**.

The Committee will be expected to:

(a) Review test results on initial applications.

(b) Periodically review apprentice's programs.

(c) Make such recommendations as it deems necessary from time to time for improvements to the program.

2. Apprentices will be required to perform work in accordance with the following general outline:

(a) First Year - The apprentice will work as a Trades helper taking necessary direction and instructions of the journeyman **and/or** his supervisor,

(b) Second Year - The apprentice shall be qualified to assist the journeyman and work under the direction and instructions of the journeyman and/or his supervisor. He will work alone at times performing assignments in keeping with his training.

(c) Third Year - The third year apprentice will be required to perform work of increasing complexity and in accordance with his tools and his training. He may work alone frequently, but occasionally will require direction or assistance from a Journeyman **and/or** his supervisor.

(d) Journeymen must be qualified to carry out the responsibilities of their trades as outlined by the Act,

and be able to direct assistants.

3. All journeymen tradesmen shall be required to have and shall not qualify for the journeyman's rate unless they have a full kit of hand tools necessary to perform the job for which they are hired with the exception of machinery and tools which shall not be deemed to fall within the responsibility of the journeyman.

Apprentices shall be required to have and maintain a basic tool kit and be in the general process of building up the necessary tools to equip himself for the job. Tools must be acquired year by year, as shown.

4. Vacations may not be taken as a group and no apprentice may take his vacation at a time that is in conflict with his appropriate school term.

5. Apprentices will have all rights and responsibilities under the Labour Agreement.

6. There will be a probationary period of up to three (3) months prior to entering into an apprenticeship agreement, during which time the apprentice may return or be returned to his original job without loss of seniority. During the probationary period, any candidate who fails to meet the Company's requirements will be returned to his previous job. Employees hired directly into apprenticeship training failing to pass the probationary period will be able to apply their Lumber/Woodlands Division seniority where applicable.

7. Those employees entering the Apprenticeship program or those presently in the program shall be paid the following rates:

Length of Time in the Program	Sept. 1/89	Sept. 1/90	Sept. 1/91
0 to 3 months	16.54	17.45	18.41
4 to 12 months	17.16	18.10	19.10
13 to 24 months	17.59	18.56	19.58
25 to 36 months	18.19	19.19	20.25
37 to 48 months	18.79	19.82	20.91

If an applicant is qualified to write and pass the

examination at any stage of the program, he shall have the right to slot in at that stage.

Apprentices who have obtained a journeyman certificate shall be paid at the ticketed tradesman rate.

8. There will be a training syllabus designed for each trade. A record will be maintained of each apprentice's program.

9. Training - Schooling:

(a) The Provincial Apprenticeship Board recommends that apprentices spend time in the practical aspects of their trade prior to entering their annual school term. In this case, as the probationary period for apprentices three (3) months, apprentices will not enter school prior to the completion of their three month probationary period.

10. Thereafter, entry into school will depend on the schedule of school sessions set up by the Apprenticeship Board. The Company will make up the difference between the Canada Manpower Training and Assistance Program Allowance and the employee's normal earnings (based on his regular straight time hourly rate multiplied by 40 hours per week) for the duration of the school term. Upon completion of each period of training in an approved vocational school, apprentices will be required to pass examinations set by the Apprenticeship Branch. In the event of failure to pass the examination, apprentices shall be required to be **re-examined** within **12** months. Failure to pass the second examination will result in the apprentice being removed from the program. Apprentices removed from the program will return to their original position. In the event the original position no longer exists, he will return to one with an equivalent rate.

Existing Maintenance employees hired prior to September 1, 1981 and still in our employ who have not obtained a Journeyman's ticket will be encouraged to enter the program at a level to be individually determined by the Apprenticeship Branch. Persons presently employed as Journeymen who do not wish to become certified, or who take the technical qualifications examination and fail



**shall continue to be employed as journeymen, and if a** person presently employed as a journeyman fails to pass the test for a voluntary Technical Qualifications Certificate, he can then become indentured as an apprentice. Once started in the Apprenticeship program, subject however to the provisions of the Collective Agreement, the apprentice shall have the right to continue providing he passes all prescribed tests as provided for him by the apprenticeship regulations, and work is available to him. Upon completion of his first year of apprenticeship an apprentice shall not be affected by operational curtailment as it applied to other employees exercising their seniority.

## **SCHEDULE "C"**

### **LETTER OF UNDERSTANDING PHYSICAL LIMITATIONS**

When an employee has an established physical handicap or infirmity to the point where he/she can no longer perform his/her regular duties, then the Employee, the Employee Relations Superintendent and the Business Agent of the Union will consult and see whether or not there is a job classification that the employee can perform on a full time, regular basis.

If the three (3) parties mutually agree that such job(s) exist, then the Company and the Union reserve the right to by-pass the job bidding and posting procedure to place the handicapped or infirmed employee on the job, based on his/her seniority.

#### **Signed on Behalf of:**

**Repap Manitoba**

**IWA-Canada Local 1-324**

**F. Ellis**

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**J. Anderson**

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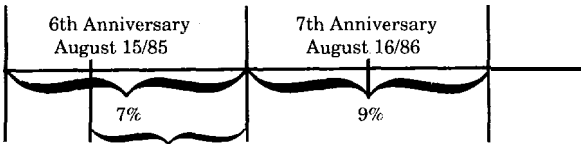
# SCHEDULE "D"

## LETTER OF UNDERSTANDING VACATION PAY CALCULATION

Re: Examples of calculating vacation pay using May 31, as the cut-off date May 31.

**Case 1** - Anniversary date after the cut-off date:

**Facts:** Anniversary date: August 15, Start Date: August 5/79; Cut-off date May 31.



Cut-off  
May 31/85

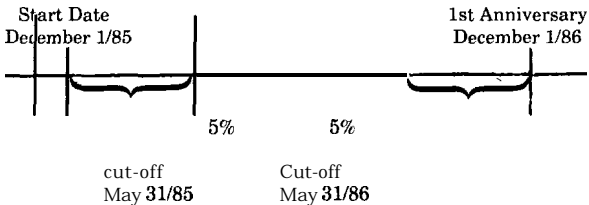
cut-off  
May 31/86

An employee completed 7 years of service on August 15, 1986. The Company cut-off date is May 31. On May 31, this employee will receive 7% of earnings from June 1, 1985 to May 30, 1986. On August 15, 1986 he will receive an additional 2% on earnings from August 15, 1985 to May 30, 1986.

Same principle applies to two years.

**Case 2** - New employee in his first year.

**Facts:** Start Date: December 1/85 - Cutoff date May 31



cut-off  
May 31/85

Cut-off  
May 31/86

On May 31, 1986 employee will receive 5% of earnings between December 31, 1985 and May 31, 1986. After December 1, 1986 the employee is entitled to take two weeks off, however his pay will be less than two weeks.

**Repap Manitoba**

**IWA-Canada Local 1-324**

**F. Ellis**

**J. Anderson**

# **PART II - CLAUSES RELATING SPECIFICALLY TO LUMBER DIVISION**

## **ARTICLE L-1**

### **SCOPE - LUMBER DIVISION**

**L-1:01** This Agreement shall apply to all employees employed by **Repap** Manitoba, Lumber Division at The Pas, the Province of Manitoba, except foreman, office employees, those above the rank of foreman and those excluded by the Act.

**L-1:02 (a)** In the event the Company considers contracting or sub-contracting any work out of the bargaining unit, they will negotiate a satisfactory contractor and sub-contractor clause with Local **1-324**.

**(b)** In the event the Company considers contracting or sub-contracting, such employees working five (5) straight days and/or five (5) days in intervals after completion of such days shall pay initiation fees, Union dues, and remain members in good standing of the **IWA-Canada Local 1-324**. Such employees shall not be covered by the Forty-five (45 day) probationary period in the Agreement. The Company shall have all employees sign check-off and welfare cards and be responsible for all deductions payable to **IWA-Canada Local 1-324** in separate check-off list.

This clause is not intended to cover contractors with **Repap** Manitoba, Lumber Division working on jobs related to new construction; i.e. construction trades with their own union **affiliation**.

The purpose of this clause shall be not to replace jobs normally performed by members of the Bargaining Unit of **IWA-Canada Local 1-324**.

## **ARTICLE L-2**

### **Hours of Work and Overtime**

- L-2:01** The regularly scheduled work week for all production employees shall commence on Monday.
- L-2:02** The regular hours of work shall consist of five (5) consecutive eight (8) hours days. A rate of one and one half (1 1/2) shall be paid for all work performed on the sixth (6th) day and double time for the seventh (7th) day of the regularly scheduled work week. Overtime payment on a daily basis will not be duplicated on a weekly basis.
- L-2:03** All hours worked in excess of eight (8) hours in any one (1) day or forty (40) hours in the work week shall be paid at the rate of one and one-half (1 1/2) times. All hours worked on Sunday shall be paid at double time provided the employee has worked five (5) shifts during the preceding six (6) days, in any event the rate of pay shall not be less than rate and one-half (1 1/2)
- L-2:04** All hours worked, at the request of the Company, in excess of twelve (12) hours on a daily basis shall be paid at the rate of double time provided no rate shall be pyramided.
- L-2:05** It is agreed that maintenance, repair and construction employees can be scheduled on a Tuesday to Saturday work week for which they will be paid straight time for Saturday work. In such event, Sunday and Monday will be recognised as their rest days and any work performed on Sunday will be paid at double time. If the employee works on Monday at the request of the Company the rate of pay will be rate and one half. It is further agreed the rest day, Monday, may be changed by mutual consent between the employee and the Company. In such event, work performed on Monday will be paid for at straight time.
- L-2:06** For the purpose of this Article, a statutory holiday shall be considered as a shift worked.

**L-2:07** The Union recognizes that the Company has the right to schedule hours of work subject to the following:

(a) The Company will post the regular hours of work for all its employees in a conspicuous place in the operations.

(b) Forty-eight (48) hours of notice will be given of any change of posted hours of work. The notice required refers to a change in the crew schedule and does not refer to individual change.

**L-2:08** (a) All employees who are required to work unscheduled overtime of more than one (1) hour shall be supplied with a hot meal after one (1) hour, or in lieu of a meal, receive eight (\$8) dollars. Sandwiches or T.V. dinners shall be no substitute. The hot meal shall be served on Company time. An employee working on an unscheduled overtime shift shall be supplied with a hot meal at each regular meal period.

(b) A Lumber Division production employee is entitled to a hot meal when he works either four (4) hours or eight (8) hours before or after his regular shift regardless of whether he is scheduled or not.

**L-2:09** Employees shall not be required to suspend work during their normal work week for the purpose of absorbing overtime.

**L-2:10** (a) When an employee works continuously for more than sixteen (16) hours, lunch period included, and if scheduled to work the next day he will be given a rest period of eight (8) hours. He will not be required to report for work until the end of the eight (8) hour rest period. He will be paid straight time for any time lost from his work day as a result of the rest period.

(b) Afternoon shift employees, rescheduled to work day shift the following day shall be given an eight (8) hour rest period. They shall be paid straight time for any time lost from their work day as a result of the rest period.

**L-2:11** No employee shall be required to work more than five (5) hours without a lunch period. Lunch

period shall consist of one (1), thirty (30) minute period in each regular shift except for guards and watchmen who by nature of their work, work eight (8) consecutive hours,

**L-2:12** Lumber Division employees working on a continuous operating shift shall not overlap shifts. The Lumber Division shall have the right to operate the plant or any part thereof on a three (3) shift basis and all employees working under this arrangement shall receive eight (8) hours pay upon completion of the full hours established as their regular shift. Any hours worked beyond their regular scheduled shift shall not be at the premium rate. Graveyard shift shall not be swing shift for Production workers.

**L-2:13** The Company will arrange transportation home, where required, to employees held over to work overtime at the end of their shift, who miss or lose their ride as a result.

**L-2:14** All employees shall be entitled to two (2) fifteen (15) minute rest periods during each regular shift provided always that the Company will have the right to use relief employees in implementing this provision.

**L-2:15** Maintenance employees shall be allowed a ten (10) minute wash-up time at the end of each shift.

**L-2:16** Watchmen will be placed on a seven (7) day swing shift schedule which is: work seven (7) 12 to 8 shifts - two (2) days off, work seven (7) 4 to 12 shifts - one (1) day off, work seven (7) 8 to 4 shifts, four (4) days off. Calculation of pay for the Watchmen will be based on a Sunday to Saturday calendar week.

Because of this shift schedule, Watchmen will receive double time for all hours worked in excess of eight (8) hours on a Sunday and it is agreed Article L-2:03 does not apply to Watchmen.



## ARTICLE L-3

### Rates of Pay

**L-3:01** (a) The Company and the Union agree that the rates of pay as set forth in the attached Schedule "L-1" shall form part of this Agreement and shall continue in effect for the duration of this Agreement.

(b) The following wage increases will come into effect during the term of this Agreement;

Effective September 1, 1989 .85 cents/hr.

Effective September 1, 1990 5 1/2%

Effective September 1, 1991 5 1/2%

(c) The base rate for the term of this Agreement shall be:

Effective September 1, 1989 \$15.58

Effective September 1, 1990 \$16.44

Effective September 1, 1991 \$17.34

**L-3:02** When an employee is assigned to perform work in a job classification paying a higher rate than his own, he shall be paid at the rate of the job to which he is assigned. No hourly rated employees shall receive a rate lower than the rate of pay at which he commenced his day's work. Piecework employees unable to complete their normal days work due to circumstances beyond their control will be given the opportunity to perform other work if available. In the event there is a reduction in the work force an employee shall receive the rate of the job to which, by virtue of his seniority, he is assigned providing he is able to perform the work of the job concerned.

**L-3:03** If a new job is established or if there is a substantial change in the job content during the term of this Agreement, it is understood that the Company shall set the rate of pay for the new job or changed job taking into consideration present classifications in Schedule "L-1" of this Agreement. The Company shall notify the Union in writing of such changes of classifications. If requested by the Union, the Company shall meet with the Union

before the end of a thirty (30) day trial period to explain, discuss and negotiate such new rates. When Agreement is reached on the new rate, it shall be retroactive to the date the employee was assigned the new job.

**L-3:04 (a) Sawmill Job Evaluation**

The Company and the Union agree that a continuous job evaluation program for all hourly paid categories within its operation is necessary and desirable.

(b) A job evaluation program will be implemented effective May 1, 1986 in accordance with the provisions and procedures as outlined in Schedule "L-3".

**L-3:05** All employees obtaining lumber grader's certificates shall be paid at straight time base rate for the hours in class.

**L-3:06** The shift premium differential will be:

Afternoon shift - 31 cents

Graveyard shift - 31 cents

**L-3:07** The Company shall pay straight time hourly rate for employees to attend Union /Management meetings.

**L-3:08** Pay statements will be placed in envelopes before distribution to employees.

## **ARTICLE L-4**

### **Health and Safety (Lumber)**

**L-4:01** The employees are required to take good care of any article provided them by the Company and such articles shall be returned to the Company on termination of employment.

**L-4:02** The Company shall supply safety equipment when the Safety Committee and the Company agree such equipment is necessary for the protection of employees. The first stage of this provision shall be on the following basis:

(i) Mitts for

(a) Dry Chain

- (b) Lumber Pilers
- (c) Gloves for Welders

Replacement in (a), (b) and (c) above shall be made on an exchange basis.

- (ii) Aprons for the dry chain
- (iii) Safety-toed boots

The Company and the Union agree to the principle of wearing safety footwear at all times and new employees must obtain them prior to commencement of employment.

- (iv) Protection rainwear
- (v) Hard hats, winter hard hat liners, safety goggles, earmuffs

In the case of (i) a, b, c and (ii) a the first pair and one (1) pair per month if required thereafter.

In the case of (iii) the Company shall cover the cost of the first pair at fifty (50) percent of the cost and pay fifty (50) percent of the cost of one (1) additional pair of boots each calendar year thereafter.

**L-4:03** Employees becoming ill on the job and permitted to leave to obtain medical attention shall be provided with transportation home, if required, at the Company's expense. Affected employees may be asked to provide a medical certificate.

**L-4:04** Employees hurt in an industrial accident requiring medical attention or hospitalization, or who are permitted to go home, shall be provided with transportation, if required, at the Company's expense.

**L-4:05** The Company will supply to maintenance employees, utility man and shaker clean-up man, clean coveralls as required on an exchange basis.

## **ARTICLE L-5**

### **Lumber General**

**L-5:01** An employee absent from work, due to illness or other reason shall notify his foreman at least one half (1/2) hour ahead of his shift commencement. A

medical certificate will not be required for a one (1) day absence, provided however that cases of habitual absenteeism will require medical certificates for one (1) day absences. Failure to notify the Company or provide a valid reason for absence will be dealt with in accordance with Article 2, Section 2:02 of this Agreement.

**L-5:02** It shall not be considered a violation of this Agreement for employees to respect a legal picket line established by a bona fide trade union provided such picket line blocks entrance to the employer's premises and has been **authorized** by the trade union.

**L-5:03** Notwithstanding the other provisions of this agreement, a watchman may not be bumped from his position during a layoff unless it is expected to last longer than thirty-five (35) calendar days.

# SCHEDULE "L-1"

## Sawmill Rates

### RATES EFFECTIVE

	<u>Sept. 1/89</u>	<u>Sept. 1/90</u>	<u>Sept. 1/91</u>
<b>Group 1</b>			
Janitor	15.58	16.44	17.34
<b>Group 2</b>			
Strip Cutter	15.65	16.51	17.42
Strip Layer/Stacker	15.65	16.51	17.42
Clean-up/Planer	15.65	16.51	17.42
Clean-up/Chipper			
Atten.	15.65	16.51	17.42
<b>Group 3</b>			
Bin Chaser	15.73	16.60	17.51
Clean-up Yard	15.73	16.60	17.51
<b>Group 4</b>			
Log Deck Chaser	15.86	16.73	17.65
Planer Chain Puller	15.86	16.73	17.65
Planer Hoist Operator	15.86	16.73	17.65
<b>Group 5</b>			
Car Blocker	15.96	16.84	17.76
<b>Group 6</b>			
Log Scanner			
Operator *(.10)	16.07	16.95	17.89
Planer Stacker Atten.	16.07	16.95	17.89
Watchman	16.07	16.95	17.89
<b>Group 7</b>			
Truck Driver/Mail & Freight	16.17	17.06	18.00
<b>Group 8</b>			
Planer Feeder	16.30	17.20	18.14
Drop Sort "B"	16.30	17.20	18.14
Stores Clerk	16.30	17.20	18.14
<b>Group 9</b>			
Stacker Op./Kiln	16.40	17.30	18.25

Clean-up/Bobcat	16.40	17.30	18.25
Tallyman/Bander Op.	16.40	17.30	18.25
<b>Group 10</b>			
Auto Trimmer/P.M.	16.50	17.41	18.36
<b>Group 11</b>			
Auto Trimmer/S.M.	16.64	17.56	18.52
Edgerman/Pockets	16.64	17.56	18.52
Forklift/Planer	16.64	17.56	18.52
Forklift/Sawmill	16.64	17.56	18.52
Truck Driver/Cleanup	16.64	17.56	18.52
Forklift/Shipping	16.64	17.56	18.52
<b>Group 12</b>			
Storekeeper	16.77	17.69	18.67
Resaw Op./Line Bar	16.77	17.69	18.67
Chip Edgerman	16.77	17.69	18.67
Barker Op./18" & 18"	16.77	17.69	18.67
Log cut Off/ Circular 50"	16.77	17.69	18.67
<b>Group 13</b>			
Kiln Operator	16.90	17.83	18.81
<b>Group 14</b>			
Small Log Line Opr.	17.03	17.97	18.95
Large Log Line Opr.	17.03	17.97	18.95
<b>Group 15</b>			
No category in this group	17.18	18.12	19.12
<b>Group 16</b>			
Relief Operator	17.35	18.30	19.31
Log loader/Volvo 1641	17.35	18.30	19.31
<b>Group 17</b>			
No category in this group	17.55	18.52	19.53
<b>Group 18</b>			
No category in this group	17.74	18.72	19.75

<b>Group 19</b>			
No category in this group	17.94	18.93	19.97
<b>Group 20</b>			
Planer Grader	18.14	19.14	20.19
<b>Group 21</b>			
#2 Planerman	18.35	19.36	20.42
<b>Group 22</b>			
No category in this group	18.56	19.58	20.66
<b>Group 23</b>			
#1 Planerman	18.77	19.80	20.89
<b>Group 24</b>			
No category in this group	19.05	20.10	21.20
<b>Group 25</b>			
No category in this group	19.33	20.39	21.51
<b>Group 26</b>			
No category in this group	19.62	20.70	21.84
<b>Group 27</b>			
No category in this group	19.94	21.04	22.19
All Tradesmen	20.47	21.60	22.78
Oiler	17.01	17.95	18.93

\* Indicates amount (cents/hr.) red-circled for incumbents in these positions.

## SCHEDULE "L-2"

### Sawmill Training Program

The purpose of this program is to provide on the job training in order that employees may better exercise their seniority as job vacancies occur, to improve the knowledge and skill of the employees employed in the operation and to provide suitable trained employees for skilled jobs within the operation.

1. The Company will provide a list of key jobs that require an extended and intensive training program. Employees training on key jobs will be given supervised training until they are thoroughly familiar with the fundamentals of the job. Practice time will then be scheduled until the trainee is qualified.

The following is the list of key jobs:

1. Slasher operator
2. **Debarker** operator
3. Log loader operator
4. Large log line operator
5. Small log line operator
6. **16 ft.** chipping edger operator
7. Trimmer operator
8. Forklift operator
9. Kiln operator
10. Oiler
11. Grader
12. Planer feeder
13. Mill stores
14. Reman stud operator
15. Filing room

#### 2. Definitions

**Regular:** Defines the status of the present incumbent employed on a full time basis.

Spare: Defines the status of an employee who has previous successful job tenure and/or successfully completed the plant trainee program.



Trainee: Defines the status of an employee currently training in this program.

**3.** The length of training period will be determined by the trainee's progress and management will endeavour to qualify personnel concerned in the shortest possible time.

**4. (a)** Selection of trainees shall be in accordance with the appropriate provisions of Article **12** - Seniority of the current Collective Bargaining Agreement. No one posted to a key job may bid on a trainee posting.

**(b)** Job bids under this program shall be valid for **90** calendar days.

**5. (a)** No employee shall be permitted to train for more than one job at a time and no more than three jobs within a twelve month period.

**(b)** Trainees who of their own accord give up the training job or are disqualified shall maintain full rights to train for two more jobs within the twelve month period.

**(c)** A twelve month period is defined to commence with the employee's initial bid into the program.

**6.** Trainees will be notified in writing of their progress at intervals during the training period.

**7.** The Company will notify the trainee, the local Union, and the Plant Committee in writing when he is qualified as a spare or he is removed from the training program.

**8.** Rates of pay for trainees will be their regular job rate except that they will not receive more than the established rate for the job that they are training for. However, in the absence of close supervision (close supervision is defined as a supervisor or qualified operator in the immediate vicinity of the key job, thereby enabling such supervisor or qualified operator to instruct or oversee job performance) if the trainee performs the job in excess of one hour per day he shall receive the job rate for the actual hours worked.

**9.** Regular status employees cannot be displaced by a "spare" even though the "regular" may have less

seniority, unless due to a reduction of forces by plant seniority. On recall from such curtailment (by plant seniority) the regular status employee will return to his original job.

10. The Company shall determine the number of spares and/or trainees required for any one job, and the length of the training period may be established where necessary.

11. The "utility man" will be a posted job and everything being equal, the senior man will be awarded the job. He will be used to fill the gap between trainees, spares, and regular operators, but the "utility man" will never permanently fill one particular job. This clause is not intended to restrict in any fashion the provisions of this program.

12. Spares who refuse for other than proper cause to accept vacancies for which they are trained, shall lose their spare status on the second refusal.

13. The Company shall supply a list to the local Union and Plant Committee of employees who are now qualified or now training and the terms of the plan will apply to them just as if they had been selected under the provisions laid out herein.

#### 14. FILING ROOM LINE OF PROGRESSION

<b>Length of time in program</b>	<b>Effective Sept. 1/89</b>	<b>Effective Sept. 1/90</b>	<b>Effective Sept. 1/91</b>
0 - 3 months (training per)	16.54	17.45	18.41
4 to 12 months	17.16	18.10	19.10
13 months to 24 months	17.59	18.56	19.58
25 months to 36 months	18.19	19.19	20.25
Circular sawfiler	20.29	21.41	22.58
Benchman	20.47	21.60	22.78
Head sawfiler	22.50	23.74	25.04

It is agreed by the Company and the Union that the above line of progression and terminology will apply in the filing

room. It is further agreed that the knife grinder, after one year, will receive further training through the stages of saw fitter **1st** year, saw fitter **2nd** year, and circular saw filer. No person can progress beyond circular saw filer unless the position above this becomes vacant. The length of time to be similar to existing apprenticeship training programs in the industries. Schooling to be scheduled when practical.

It is agreed that the head saw filer will perform the benching duties along with instructing and teaching all personnel engaged in saw filing and knife grinding. The head saw filer will also have supervisory responsibilities.

The circular saw filer will receive further training as a **benchman** and will receive the rate only for the time he is required to do benching on band saws. It will be considered part of the duties of all personnel in the filing room to grind knives.

No incumbents will have their rates reduced as a result of this Agreement.

15. The planer feeder will receive further training to qualify as an operating planerman.

16. There will be no "freezing" in any established line of progression except those previously agreed as frozen on April 1, 1986 and recorded in writing between the parties.

17. Under normal circumstances spares or trainees will, on a shift basis, fill vacancies caused by absenteeism, **W.C.B.**, sickness or vacation subject to Section 13:01(e).

# **SCHEDULE "L-3"**

## **Sawmill Job Evaluation Plan**

### **1. Principles and Procedures**

The implementation and administration of the job evaluation program shall be in accordance with the principles and procedures set out in a manual dated December 1971 and entitled "Interior Sawmill Industry Job Evaluation Manual" as amended July 1973 and as further amended July 1974 (herein referred to as the "Manual").

### **2. Job Evaluation Committee**

There shall be a committee constituted and named the Job Evaluation Committee to consist of one member representative of **Repap** Manitoba and one member representative of **IWA-Canada**.

### **3. Function of Evaluation Committee**

(a) The Job Evaluation Committee shall assume general responsibility for the administration of the job evaluation program.

(b) The unanimous decision of the said Committee shall be final and binding on the Parties hereto.

### **4. Plant Job Review Committee**

(a) There shall be a committee constituted in the Sawmill named the Plant Job Review Committee (herein referred to as "Review Committee") to consist of two members representative of Management and two members representative of the employees. At least one representative of Management must be a member of the Plant's salaried staff or Management, and at least one representative of the employees must be an employee of the Plant whose job is subject to Sawmill Job Evaluation. Management may choose their second representative from amongst persons not employed at the Plant, and the Union may do likewise except that effective January 1, 1975 neither party may choose **as** its representative a member of the Sawmill Evaluation Committee or any person who is employed as a job evaluator by Interior

Forest Labour Relations Association or by Regional Council No. 1 of the **IWA-Canada**.

b) The Company shall reimburse any of its hourly paid employees for time lost while acting as a member of the Review Committee or while presenting information, regarding his own job, before a regularly convened meeting of the Review Committee. The Company shall not be responsible for remunerating employee representatives who are not hourly-paid employees.

#### **5. Function of Review Committee**

a) The Review Committee will be responsible for seeing that all requests for evaluation or **re-evaluation** of jobs are adequately and accurately documented **before** being passed to the Job Evaluation Committee for further action. The documents required will include a "Request for Job Evaluation" form submitted either by an individual employee or by local Management, and a fully completed job description which provides sufficient information for the subsequent work of the Job Evaluation Committee. The form of the documents, the procedures for submitting and handling them may be amended as required by the Job Evaluation Committee under the authority given them by Article 3 of this schedule.

b) Decisions of the Review Committee respecting the appropriateness of a request for evaluation or re-evaluation, or respecting the adequacy and accuracy of documents, shall be by unanimous agreement. Failing such agreement, the Review Committee shall at the request of any one of its members, immediately forward the Request for Job Evaluation, together with any other documents on which there is unanimous agreement to the Job Evaluation Committee and shall then have no further responsibility for documenting that request.

c) When the Job Evaluation Committee has made a decision respecting the evaluation of a job it shall communicate that decision to the Review Committee who will be responsible for informing Management and the employees concerned, giving reasons for the outcome where these are available. A decision of the Review

Committee that an Application for Job Evaluation should not be forwarded to the Job Evaluation Committee will, similarly, be communicated with reasons to those concerned.

d) Nothing in this Article limits the right of the Job Evaluation Committee to determine the facts about any job, by direct observation or otherwise, or to amend any job description of material submitted to them in support of Request for Job Evaluation form.

## **6. Application of Program**

The job evaluation program shall apply to all employees in the Lumber Division except those categories listed below.

Millwright  
Electrician  
Carpenter  
Filers, fitters and helpers  
Oiler  
Apprentice

## **7. Direction of Work**

Job evaluation descriptions are written with the intent to set forth the general duties and requirements of the job and shall not be construed as imposing any restrictions on the right of the Company to create a new job or to assign duties to employees other than those specifically mentioned in job descriptions, provided always that if the assignment of such duties changes the job content sufficiently to justify a review of the evaluation, the Job Evaluation Committee shall make such a review in accordance with the procedure set out herein.

## **8. Re-evaluation**

a) When a job has moved to a higher group as a result of **re-evaluation**, the resulting rate shall be retroactive from the date that management or the employee has applied to the Review Committee for re-evaluation.

b) When a job is moved to a lower grade as a result of **re-evaluation**, the incumbent shall maintain his job rate as a red circle rate subject to the provisions of paragraph

10 herein.

### **9. New Jobs Created**

Where the Company has exercised its right to create a new job, a temporary rate shall be set by Management.

a) **When** the evaluated rate for a new job is higher than the temporary rate, the resulting rate shall be retroactive from the date that the job was installed.

b) When the evaluated rate for a new job is lower than the temporary rate, the **incumbent(s)** shall continue at the temporary rate, however, the temporary rate will be considered a red circle rate subject to the provision of paragraph **10** and **11** below.

### **10. Red Circled Jobs**

a) The Company shall supply the Union with a list of employees holding red circled jobs, the said list to include the name of the employee, name of the job category titled, the evaluated rate for the job, and the actual rate paid.

b) Employees on red circle rates who are promoted to a higher grade shall regain the red circle rate if subsequently found incompetent to continue in the higher grade.

c) Employees holding red circle jobs who are demoted during a reduction of forces, shall be paid only the evaluated rate for the job to which they are assigned. If at a later date an employee is **re-assigned** to his former job he shall regain his red circle rate.

d) When the Company terminates a job, or a job is not occupied during a period of one year, a record as to the cancellation of the applicable job description and classification shall be established.

e) If an employee is temporarily transferred at the request of the Company he shall retain his existing rate or receive the rate for the new job, whichever is higher. On return to his regular job the said employee shall regain his red circle rate.

### **11. Red Circled Rates**

a) The amount of a job rate that is in excess of the

evaluated worth will be red circled at the time of evaluation.

b) It is intended that the red circled amount never increase. Therefore, it must be subtracted from a rate prior to the application of a percentage wage increase and then added back.

c) A red circle amount will be reduced as the evaluated worth of the increases.

## **12. Seniority**

Subject to the provision herein set out, Article 12 (seniority) of this Agreement shall continue to apply.

## **13. Referral Procedure**

a) When the Job Evaluation Committee has decided the outcome of a request for evaluation, it shall transmit its decision to the Plant Job Review Committee.

b) An evaluation done by the Job Evaluation Committee shall be final and binding on the Parties, but, at any time after five years since the last evaluation or re-evaluation of a job, management or an individual employee may submit a request for **re-evaluation** of that job and no other reasons than the elapsed time shall be necessary

c) If the Job Evaluation Committee is unable to reach agreement regarding the disposition of a Request for Job Evaluation or any other matter regarding the job evaluation program which falls within their jurisdiction, the matter shall be referred to Management and to the **IWA-Canada Local 1-324** for settlement.

d) All communication between the Plant Review Committee and the Job Evaluation Committee referred to above shall be affected by sending one copy to the Union representative or representatives on the committees and one copy to the employer representative or representatives. In the case of communications to the Plant Review Committee, the Union representative will be addressed care of the office of the local Union and the employer representative care of the Company's offices.



#### 14. Training Program

A program of training for members of the Review Committee in the plant shall be instituted, the details of which shall be arranged by **Repap** Manitoba and the IWA-Canada National.

15. The point range and increments for 27 groups are as follows:

Group No.	Points	Rates		
		Sept.1/89	Sept. 1/90	Sept. 1/91
1	001- 60	15.58	16.44	17.34
2	61- 70	15.65	16.51	17.42
3	71- 80	15.73	16.60	17.51
4	81- 95	15.86	16.73	17.65
5	96-115	15.96	16.84	17.76
6	116-140	16.07	16.95	17.89
7	141-165	16.17	17.06	18.00
8	166-195	16.30	17.20	18.14
9	196-230	16.40	17.30	18.25
10	231-270	16.50	17.41	18.36
11	271-320	16.64	17.56	18.52
12	321-370	16.77	17.69	18.67
13	371-420	16.90	17.83	18.81
14	421-470	17.03	17.97	18.95
15	471-520	17.18	18.12	19.12
16	521-570	17.35	18.30	19.31
17	571-620	17.55	18.52	19.53
18	621-670	17.74	18.72	19.75
19	671-730	17.94	18.93	19.97
20	731-790	18.14	19.14	20.19
21	791-850	18.35	19.36	20.42
22	851-910	18.56	19.58	20.66
23	911-970	18.77	19.80	20.89
24	971-1030	19.05	20.10	21.20
25	1031-1090	19.33	20.39	21.51
26	1091-1150	19.62	20.70	21.84
27	1151-1210	19.94	21.04	22.19

## **SCHEDULE “L-4”**

### **LETTER OF UNDERSTANDING Progression Line Job Bids**

In an effort to provide relief for progression lines with minimal disruption to other areas and reduced training and related costs, the Company and the Union agree to the following:

1. Future bids for progression line vacancies be posted as “relief bids.

2. Employees in “key” positions will be eligible to bid. Employees in other progression lines will not be eligible to bid.

3. Those employees who have accepted another bid within the last four (4) months will be ineligible to bid, per Article 13:01 (f).

4. The incumbent to a “relief” position will automatically assume the next permanent position should a permanent vacancy occur within this progression line. In the event two vacancies should occur simultaneously within a progression line, the “relief” promotes to permanent, and another permanent bid and “relief bid would be posted.

5. Employees will not be allowed to hold more than one “relief” position at any one time.

6. This letter will supercede Schedule “L-2” Sawmill Training Program, of the Collective Agreement.

**Signed on Behalf of:**

**Repap Manitoba**

**IWA-Canada Local 1-324**

**F. Ellis**

**J. Anderson**

## **SCHEDULE "L-5"**

### **LETTER OF UNDERSTANDING**

#### **Sawmill Training Program**

In the spirit of cooperation and in a mutual effort to improve the Sawmill training program the parties have agreed to the following.

1) When filling vacancies of six (6) months or less necessitated by illness or injury, or other leave of absence the senior spare operator (plant seniority) will be offered the first opportunity to fill the position on a temporary basis. The six (6) month time period may be extended by mutual agreement.

2) The term "senior spare operator" does not include those employees in the following categories:

1. Operators holding key jobs as identified in Schedule "L-2" Sawmill Training Program.

2. Tradesman and Apprentices

3. Utility Relief Operators

4. Watchman

5. Scanner Operator

3) The senior spare will move into any vacancy which is greater than two (2) weeks in duration. If the vacancy is two (2) weeks or less then the senior spare on shift will be asked.

4) Once the senior spare accepts a temporary assignment he will remain on that job for its duration unless he is replaced by the regular operator or bids to another job. If he bids to a trainee job he will only be released if there is a qualified replacement and if released he must return and complete his assignment.

5) It is understood that this letter supersedes Art. 13:01 (e) and is intended to complement Schedule "L-2" of the Collective Agreement for Lumber Division employees.

**Signed on Behalf of:**

**Repap Manitoba**

**IWA-Canada Local 1-324**

**F. Ellis**

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**J. Anderson**

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**SCHEDULE "L-6"**  
**LETTER OF UNDERSTANDING**  
**Casual Employees**

The Company and Union agree that it is of mutual benefit to have a pool of casual employees to perform clean-up work on the weekend as required at straight time rates of pay as a cost saving measure.

The rate of pay for these casuals will be as follows;

Group 1 under Schedule "L-1", Sawmill Rates

Regular Lumber Division employees will operate any mobile equipment required in this clean up work.

**Signed** on Behalf of:

**RepapManitoba**

**F. Ellis** \_\_\_\_\_

**IWA-Canada Local 1-324**

**J. Anderson** \_\_\_\_\_

## **SCHEDULE “L-7”**

### **LETTER OF UNDERSTANDING Job Bid Procedure - Lumber Division**

The following is the mutually agreed procedure that will be followed in regards to job bids.

1) All job postings will be posted for a period of not less than five (5) working days.

2) Employees wishing to bid on a job must complete a job bid available for this purpose and submit the completed form to the Personnel Office within the five (5) working day period.

3) A carbon is to be used in completing a job bid to ensure that the bidding employee has a copy.

4) Employees may submit standing job bids for apprenticeship job postings prior to going on vacation or on a leave of absence that is not longer than their current vacation entitlement.

Employees who wish to bid on a job posting that becomes available while he is on vacation, can process a job bid by contacting his immediate supervisor for the purpose of submitting the job bid on his behalf. The supervisor must sign and submit the job bid within the allowable time period.

5) Job postings awards (successful bidder) will be posted within five (5) working days from the date the job posting closed.

#### **Signed on Behalf of:**

**RepapManitoba**

**IWA-Canada Local 1-324**

**F. Ellis**

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**J. Anderson**

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# **PART III - CLAUSES RELATING SPECIFICALLY TO WOODLANDS DIVISION**

## **ARTICLE W-1**

### **Scope - Woodlands Division**

**W-1:01** This Agreement shall apply to and cover all employees of the Company save and except Foremen, those above the rank of foreman, scalers, office staff and persons excluded by the Act.

**W-1:02** Contractors and/or sub-contractors of the Company working within the jurisdictional boundaries of the Union must become signatory to this Agreement unless specifically excepted as hereinafter set forth.

**W-1:03** The following employees and sub-contractors are specifically excluded from the terms and conditions of this Agreement,

a) Independent owners operating under permits issued by the Department of Mines, Natural Resources and Environment of the Province within the said Schedule W-3.

b) Maintenance personnel employed by vendors of manufacturers of equipment engaged in maintaining equipment manufactured, sold or leased by their respective employers pursuant to a guaranteed maintenance program covering the specific equipment.

c) Contractors and/or-sub-contractors South of the 53rd parallel are covered by a separate agreement.

**W-1:04** Independent owner-operators trucking wood within the area described in Schedule "W-3" and owner-operators of equipment shall as a condition of employment pay to the IWA-Canada Local 1-324, monthly dues of two and one half (2 1/2) times base rate, and other assessments proposed by the Union.

In the event that contractors and/or sub-contractors, truck owner operators, do not submit dues and health and

welfare and pension check-off assessments, the Company shall be responsible for all such deductions.

The Company agrees that during the life of this Agreement that, on the average, there shall be no more than thirty (30) percent contractors and/or sub-contractors employed in log production for the mills at The Pas.

The thirty percent (30%) above is exclusive of the Crown corporation Moose Lake Loggers Ltd. and its successor/replacement operation. As job openings occur in Moose Lake Loggers, Ltd., these openings shall be posted in the village of Moose Lake for residents of Moose Lake. If these openings are not filled within three (3) days they will be posted throughout **Repap** Manitoba's Woodlands Division. From the date of signing this Agreement there will be free movement of employees between the **Repap** Manitoba Woodlands Division and Moose Lake Loggers Ltd. payrolls through the exercising of seniority. Each employee shall carry full seniority from time of hire with the parent Company including fringe benefits. An employee would not carry camp seniority from Moose Lake Loggers to **Repap** Manitoba in the first move made after signing of this Agreement, however, if the employee further exercised his seniority and returns to his original company through job posting, then full camp seniority from the original date of hire will then apply.

**W-1:05** The Company shall notify the Union **office** prior to any new contractors covered by the agreement coming on the job.

**W-1:06** Any independent contractors or truckers hauling wood into the complex will, as a condition of delivery, pay dues.

**W-1:07** Contractors and/or sub-contractors engaged by the Company in the construction of all-weather gravel roads including bridges will be exempt from the provision of Article **W-1:02**, but will be required to pay Union initiation fees and dues.

## ARTICLE W-2

### Hours of Work and Overtime

**W-2:01** Then regularly scheduled work week for all production employees shall commence on Monday.

**W-2:02** The regular hours of work shall consist of five (5) consecutive eight (8) hour days. A rate of one and one half (1 1/2) shall be paid for all work performed on the sixth (6th) day and double time for the seventh (7th) day of the regularly scheduled work week. Overtime payment on a daily basis will not be duplicated on a weekly basis.

**W-2:03** All hours worked in excess of eight (8) hours in any one (1) day or forty (40) hours in the work week shall be paid at the rate of one and one half (1 1/2) times. All hours worked on Sunday shall be paid at double time provided the employee has worked five (5) shifts during the preceding six (6) days, in any event the rate of pay shall not be less than rate and one half (1 1/2).

**W-2:04** All hours worked, at the request of the Company, in excess of twelve (12) hours on a daily basis shall be paid at the rate of double time provided no rate shall be pyramided.

**W-2:05** It is agreed that maintenance, repair and construction employees can be scheduled on a Tuesday to Saturday work week for which they will be paid straight time for Saturday work. In such event, Sunday and Monday will be recognised as their rest days and any work performed on Sunday will be paid at double time. If the employee works on Monday at the request of the Company the rate of pay will be rate and one half. It is further agreed that the rest day, Monday, may be changed by mutual consent between the employee and the Company. In such event, work performed on Monday will be paid for at straight time.

**W-2:06** The regular work week for employees such as camp staff, Woodlands employees loading rail cars and Watchmen shall be as scheduled. They will be paid at the rate of one and one half (1 1/2) time their regular rate on



Sunday or their sixth (6th) work day, and double time on their seventh (7th) work day.

**W-2:07** Camp staff on a daily rate shall be paid overtime after eight (8) hours worked in each day. They shall not split shift more than twelve (12) hours per day.

**W-2:08** For the purpose of this Article, a statutory holiday shall be considered as a shift worked.

**W-2:09** The Union **recognizes** that the Company has the right to schedule hours of work subject to the following:

a) The Company will post the regular hours of work for all its employees in a conspicuous place in the operations.

b) Forty-eight (48) hours of notice will be given of any change of posted hours of work. The notice required refers to a change in the crew schedule and does not refer to individual change.

**W-2:10** All employees who are required to work unscheduled overtime of more than one (1) hour shall be supplied with a hot meal after one (1) hour, or in lieu of a meal, receive eight (\$8) dollars. Sandwiches or T.V. dinners shall be no substitute. The hot meal shall be served on Company time. An employee working on an unscheduled overtime shift shall be supplied with a hot meal at each regular meal period.

**W-2:11** Employees shall not be required to suspend work during their normal work week for the purpose of absorbing overtime.

**W-2:12 (a)** When an employee works continuously for more than sixteen (16) hours, lunch period included, and if scheduled to work the next day he will be given a rest period of eight (8) hours. He will not be required to report for work until the end of the eight (8) hour rest period. He will be paid straight time for any time lost from his work day as a result of the rest period.

**(b)** Afternoon shift employees, rescheduled to work day shift the following day shall be given an eight (8) hour

rest period. They shall be paid straight time for any time lost from their work day as a result of the rest period.

**W-2:13** No employee shall be required to work more than five (5) hours without a lunch period. Lunch period shall consist of one (1) thirty (30) minute period in each regular shift except for guards and watchmen who by nature of their work, work eight (8) consecutive hours.

**W-2:14** All employees shall be entitled to two (2) ten (10) minute rest periods during each regular shift provided always that the Company shall have the right to use relief employees in implementing this provision,

## **ARTICLE W-3**

### **Rates of Pay**

**W-3:01** (a) The Company and the Union agree that the rates of pay as set forth in the attached Schedule "W-1" shall form part of this Agreement and shall continue in effect for the duration of this Agreement.

(b) The following wage increases will come into effect during the term of this Agreement:

Effective September 1, 1989 .85 cents/hr.

Effective September 1, 1990 5 1/2%

Effective September 1, 1991 5 1/2%

(c) The base rate for the term of this Agreement shall be:

Effective September 1, 1989 \$15.58

Effective September 1, 1990 \$16.44

Effective September 1, 1991 \$17.34

**W-3:02** When an employee is assigned to perform work in a job classification paying a higher rate than his own, he shall be paid at the rate of the job to which he is assigned. No hourly rated employee shall receive a rate lower than the rate of pay at which he commenced his day's work. Piecework employees unable to complete their normal days work due to circumstances beyond their control will be given the opportunity to perform other work if available. In the event there is a reduction in the

work force an employee shall receive the rate of the job to which, by virtue of his seniority, he is assigned providing he is able to perform the work of the job concerned.

**W-3:03** In all cases where a pieceworker is to be paid for non-productive hours he shall be paid at the power saw operator's rate, except where otherwise specifically stated.

**W-3:04** In those areas where it is necessary to clean up an area which has previously been partially cut, or where the density of wood is less than eight (8) cords per acre, the hourly rate in Schedule "W-1" for skidder and power saw operators together with the hourly rate for power saw plus wood will be paid.

**W-3:05** On cut and skid operations main or designated roads for the access of pieceworkers that are more than one thousand feet (1,000) long will be cut in advance and a premium of twenty percent (20%) of the regular piecework rate will be paid.

Designated access roads will be indicated on the map provided in Article **W-7:11**.

**W-3:06** It is agreed that skidder and power saw operator rates as stated in Schedule "W-1" will not be used for production work except working behind **feller-bunchers**.

**W-3:07** The hourly rates as agreed are minimum guaranteed rates and do not preclude the Company and Contractors from establishing piecework rates for the loading and driving crews. This minimum guaranteed rate is to be computed at the end of each two (2) week consecutive period on an hourly basis and the piecework rates to be computed at the end of the same two (2) week consecutive period and the loaders and drivers shall be paid the greater of the two (2) sums. The employer will confirm the offered piecework rates for each haul area in writing to the employee involved in the loading and driving crews at the same time the rate for each area is agreed upon. The Company will provide the Union with

an agreement signatory page for all contractor companies covered by this agreement.

The truck drivers are required to help load and unload their trucks as instructed.

**W-3:08** Shift schedules for trucks shall not exceed twelve (12) hours.

**W-3:09** The shift premium differential will be:

Afternoon shift - 31 cent

Graveyard shift 31 cents

**W-3:10** Field Tradesmen normally assigned off site shall be paid a field allowance of Ten Cents (.10) per hour.

**W-3:11** The Company agrees that existing bonus rates will continue at present levels, unless changes in equipment or methods dictate a revision.

**W-3:12** Pay statement or cheques will be placed in envelopes before distribution to employees. Employees may have cheques deposited direct to banks in The Pas upon request.

## **ARTICLE W-4**

### **Travel Time and Transportation**

**W-4:01** Woodlands employees shall be paid at the regular hourly rate for all time spent by him in proceeding from the marshalling point to and from the place of work, in excess of one (1) hour.

Travelling time shall not be included in the regular work day. Standard Measure for walking time is established as three (3) miles per hour. For the purpose of this Agreement the camp shall be the marshalling point. In the case of pieceworkers, their place of work shall be their block. It is agreed that the marshalling point for garage employees is the garage to which they are assigned in accordance with this Agreement.

**W-4:02** Transportation shall be available on all job sites.

**W-4:03** The Company shall supply gasoline for use in personal vehicles to Woodlands Division employees who are posted to or regularly work at locations outside The Pas. Employees will pay the Company's cost plus ten percent (10%) for handling if the present system is continued. The Company is investigating the feasibility of arranging for employees to pay cash for gas. If this is feasible the Company will implement that system as quickly as possible and there will be no 10% charge for handling.

## **ARTICLE W-5**

### **Scaling**

**W-5:01** The Company shall supply scale sheets to employees **itemizing** each pile on separate scale slips.

**W-5:02** When a dispute over the scale arises, it shall be dealt with, in the first instance by the Company Check Scaler, the employees involved and the Camp Steward.

The check scale must be called for by the employees within fourteen (14) calendar days after receiving the original scale slip and then must be completed and returned to the employees within fourteen (14) calendar days after notifying their immediate supervisor. The maximum relative scaling variation is plus or minus (+/-) Four Percent (4%) on stack scale and no adjustments will be made unless the variation exceeds plus or minus (+/-) Four Percent (4%) in which case the actual pile as scaled will be adjusted accordingly to reflect the full difference.

If no agreement is reached it shall be dealt with by the Chief Scaler, Union Business Agent or his appointee, the employees involved and a licensed Manitoba Scaler agreed upon by both parties.

The tree length deck will be slashed or bucked into 16'6" and 8'6" lengths and will be cube-scaled by this licensed scaler.

On the third (3rd) and final binding cube scale if it differs

from the original scale by more than plus or minus (+/-) Three Percent (3%) of the original scale, the original scale will be adjusted accordingly and the cost for the independent scaler will be charged to the party who was out of favour with the final and binding scale.

In the event the Manitoba Scaling Manual is changed to provide for tree-length scaling this clause will be reviewed to reflect the change(s).

**W-5:03** A Committee will be formed consisting of the Woodlands Manager, Business Agent of the Union, one employee representing the Company and one employee representing the IWA to meet as required to review check scaling requests and procedures.

**W-5:04** Pieceworkers intending to quit shall give the Company Foreman reasonable notice of leaving and the scalers shall scale him up within three (3) days. Such time limit shall be exclusive of Sundays and holidays.

**W-5:05** It is understood the intent of this section is that the Company will endeavour to have the pieceworkers final scale completed and the worker paid in accordance with the final scale prior to the worker leaving the operation.

## **ARTICLE W-6**

### **Health and Safety (Woodlands)**

**W-6:01** (a) The Company will supply to maintenance employees clean coveralls as required on an exchange basis.

(b) The Company will supply clean coveralls as required on an exchange basis to employees required to service the following mobile company equipment:

- Drafts
- Dozers
- Graders
- Slashers
- Loaders
- Scrapers

(c) **The Company will supply each field mechanic** with one pair of insulated coveralls per calendar year.

**W-6:02** The Company shall make available where possible, personal safety items such as work gloves at company cost.

(a) The Company shall supply hard hats, winter hard hat liners, earmuffs and safety goggles.

(b) In the case of safety-toes boots, the Company shall cover **50%** of the cost of one pair of normal safety toed boots per calendar year and shall cover **50%** of the cost of one pair of winter safety boots per calendar year.

(c) The Company will cover fifty (**50%**) percent of the cost of safety pants to a maximum of fifty (**\$50**) dollars per year, and fifty (**50%**) percent of the cost of safety mitts/gloves to a maximum of fifteen (**\$15**) dollars per year.

**W-6:03** Where an employee is scheduled to work by himself in an area remote from other employees, a second man will be assigned.

**W-6:04** The Company shall supply windshields for all skidders during the winter months.

**W-6:05** If weather conditions are found to be too severe for crews to work they shall have the option (subject to common sense) to cease work for the duration of such weather conditions.

## **ARTICLE W-7**

### **Assignment of Blocks**

**W-7:01** A block is defined as a **worksite** or area where individual crews are assigned.

**W-7:02** There shall be no strip cutting for the duration of this Agreement.

**W-7:03** When supervision has had four (**4**) hours or more advance notice preferably at the end of the day's shift or prior to the day's shift commencing at the completion time of a block and the crew is caused to wait

for supervision to move them to another block the crew shall be compensated for such time lost at power saw operator rate plus the power saw rental rate per hour for their power saw.

**W-7:04** Supervisors shall check the block before the crew moves and state at that time if it is satisfactory or not. If after receiving assurance that the block is satisfactory and the crew if requested to return, Article W-3 Section W-3:04 will apply. However, if a crew has been instructed during the four (4) hour notice, to clean up a block before moving and fails to do so and must return to that block to clean up, they shall not be paid for the time so spent on clean up.

**W-7:05** Each employee in the crew involved will be paid for moving time in excess of one-half (1/2) hour at the power saw operator rate plus the power saw rental rate when moving from one block to another or to a new area if the move takes place during the normal working day. Moving time is the lapse time required to move a cutter(s) from one block or area to the other. This clause shall not apply in the case of an employee requesting a transfer from crew to crew or camp to camp.

**W-7:06** Each block shall have definite markers on all four (4) sides where possible except where obvious natural boundaries are used such as creeks, roads and lakes. Markers shall not be moved after the crew has been assigned the block unless agreed to between the parties involved. A swamp shall not be considered a natural boundary and should be ribboned off before cutting begins.

**W-7:07** All blocks will be numbered consecutively. The blocks will be assigned in sequence, after each crew has completed their previous block.

**W-7:08** Should a dispute over block assignment arise, the crew and the Union representative shall have access to all area layout information.

**W-7:09** In the event a block has been improperly assigned, the rate of compensation shall not be less than



their daily average gross earnings for days actually worked during their last pay period.

**W-7:10 Where regular production crews are assigned to**

cleanup situations for more than one (1) block the rate of compensation shall not be less than their daily average gross earnings for days actually worked during their last pay period.

**W-7:11** A map with the numbered blocks will be posted in a suitable location in each operation stating all the necessary information.

## **ARTICLE W-8**

### **Cut & Skid**

**W-8:01** The Company agrees to have a sufficient number of lunch shacks available for each crew on or before October 1st of each year and they shall be kept in good repair or replaced as required.

**W-8:02** The Company agrees to the principle of the two (2) man crews and will apply this principle whenever possible.

**W-8:03** The Company shall supply each pulp cutting crew, upon request, with a ten (10) gallon drum for power saw gas, at no cost and all power saw gas will be free of charge.

**W-8:04 Fallers** and buckers shall be supplied one (1) free chain saw file per week.

**W-8:05 (a)** The Company agrees to supply one (1) power saw chain every twenty-two (22) days worked for those people cutting sixteen (16) and eight (8) foot wood, and one (1) power saw chain every twenty-one (21) days worked for those fallers cutting tree length. Those employees normally working as skidder operators will receive a saw chain every forty-two (42) days worked on an exchange basis.

(b) Buckers will receive a power saw chain as required on an exchange basis. Fallers will receive a

power saw chain every twenty-one (21) worked on an exchange basis.

(c) The Company will maintain a reasonable supply of power saw parts in each camp which will be available to employees at cost.

**W-8:06** The Company agrees to have power saws available for purchase with payment on the basis of one dollar (\$1) per cubic meter.

**W-8:07** It is agreed that when new Company owned skidders or reconditioned skidders are assigned to a cutting area the skidder operator with the most seniority will be given the first option to have the skidder assigned to him on a one time basis within six (6) months.

**W-8:08** Skidders shall not be required to skid over one thousand (1,000) feet from **skidway** or landing.

**W-8:09(a)** The Company shall have one (1) spare skidder in each operating area.

(b) The Company shall supply chokers as required.

(c) The Company shall provide a cable cutter for each skidder.

## **ARTICLE W-9**

### **Camps**

**W-9:01** The Company may establish camps and upon the completion of the construction and erection thereof, the Company shall maintain therein good conditions of cleanliness, sanitation and health.

**W-9:02** The Company shall install a washing machine and dryer in all camps for laundry purposes.

**W-9:03** Meal periods in camps will consist of one (1) hour for example; dinner shall be from 12:00 noon until 1:00 p.m.

**W-9:04** The Company agrees to provide a power saw shack at all resident camps and such shacks shall be properly lighted and heated and equipped with vice, anvil, chain breaker, air compressor, and proper lock-up locker

for power saw storage, such facilities shall be available for the use of employees at each camp.

**W-9:05** The Company will at all time supply fresh meat, milk, fruit juices, fresh fruit and vegetables when in season. Fruit juices shall be supplied for breakfast served in containers allowing self-service for consumption at the table.

**W-9:06** All camps shall have one (1) tier single beds and two (2) clean sheets and one (1) pillow case will be issued once a week. Clean blankets will be issued to employees upon arrival at camp and will be replaced as conditions warrant. All beds shall be provided with a canvas cover.

**W-9:07** The Company will provide separate drying rooms, washrooms, storage facilities for baggage, a clothes closet or locker, and where possible, adequate hot water supply. Where possible inside showers and toilets will be provided.

**W-9:08** Pest control measures within the camp buildings shall be carried out as required.

**W-9:09** The Company will provide suitable refrigeration for all perishables.

**W-9:10** (a) The charge for board and lodgings shall be two (\$2.00) per man per day. An employee who leaves camp on **authorized** leave, weekends, or because he is ill or has been injured, will not be charged, providing he notifies the camp clerk at the time of leaving camp.

(b) Disabled or sick Company employees may stay in a Company camp during their recovery period for two dollars (\$2.00) per day. During the recovery period, the employee must observe normal camp rules and regulations.

**W-9:11** An employee shall be required to pack his own lunch, unless other mutual arrangements have been made. The preparation *of* lunches shall be supervised. Wax paper shall be supplied for the wrapping of lunches.

**W-9:12** Food served to the employees shall at all times be of high quality and of sufficient quantity and shall include fresh fruit, vegetables and greens when in season.

**W-9:13** It is the intention of the Company to show a film once per week at each camp, provided on a camp basis if there is a reasonable demand for this service. Shuffleboards or pool tables will be provided in each recreation hall.

**W-9:14** The Company agrees to supply air conditioners for all camp kitchens.

**W-9:15** The Company will install twenty-six (26) inch colour T.V.'s in all camps.

**W-9:16** The Company agrees to the following schedule of cookery staff;

Schedule for the cafeteria style cookeries (with mechanical dishwasher):

No. Persons

	Eating	Cook	2nd Cook	Cookee	Night Baker	Total
1 - 14	1	-				1
15 - 30	1			1		2
31 - 50	1	-		2		3
51 - 70	1	1		2		4
71 - 100	1	1		3		5
101 - 125	1	1		4		6
126 - 150	1	1		4	1	7
151 - 180	1	1		5	1	8
181 - 215	1	1		6	1	9
216 - 250	1	2		6	1	10
251 - 285	1	2		7	1	11

**W-9:17** Schedule for Cookery Personnel (with no mechanical labour saving devices):

No. Persons	Eating	Cook	2nd Cook	Cooke	Night Baker	Total
14 or less	1	-				1
15 - 25	1	-		1	-	2
25 - 45	1	-		2	-	3
45 - 65	1	1		2	-	4
65 - 85	1	1		3	-	5
85 - 105	1	1		4	-	6
105 - 125	1	1		5	-	7
125 - 145	1	2		6	-	9
over 145	1	2		6	1	10

It is agreed that the above schedule(s) may be changed by mutual consent during the term of this Agreement when labour-saving devices or other factors reducing the work load are introduced.

**W-9:18** A single room for the Union Camp Chairman is available under the following procedure:

(a) After the Area Logging Superintendent is advised in writing of the name of the Union Camp Chairman, and after a request for a single room is made to the Area Logging Superintendent.

(b) In such instances where a change is made re: Union Camp Chairman the former Union Camp Chairman reverts back to the standard of two (2) employees to a room.

(c) No alteration will be made to the room during the Union Camp Chairman's occupancy.

## **ARTICLE W-10**

### **Woodlands General**

**W-10:01** The Company shall install a locked gate where practical on all main roads to cutting operations of the Company. The Company will be responsible for all tools as listed in the inventory of the employees own tools mutually agreed to by the supervisor and the employee which are left in locked company buildings with the

consent of the employee's immediate supervisor.

**W-10:02** It is agreed that no Woodlands employee on the **Repap** Manitoba payroll as of February 1, 1986 will be put out of work because of the use of mechanical felling equipment.

**W-10:03** The Company agrees to make available at each camp or marshalling area, for the use of employees, the following equipment and supplied at Company cost plus five (5) percent for handling: Axe bits, axe handles, pulp hooks, gas cans, wedges, lunch kits and thermos bottles.

The above items will be debited to the man's account but upon return of each item to Company Stores the account of the workman will be so credited. Oil will be supplied for power saw use at Company cost plus five (5%) percent for handling. Items on loan that are not returned at the time an employee exits from his camp or marshalling area will be charged for at the wholesale price plus five (5%) percent handling charge. It is understood and agreed that in the case of loss or breakage of these items while they are on loan, the cost will be borne by the employee at his own expense.

**W-10:04** Air conditioning will be provided in the lunch room of the Woodlands Division garage.

**W-10:05 (a)** Pieceworkers who are transferred at the request of the Company from one camp to another will be given the first opportunity to return to their original camp when openings occur in that original camp from which they had been transferred.

**(b)** The senior employee shall have the right to transfer or remain in his camp/marshalling area. In case of transfer of a machine, the operators assigned to the machine will be transferred with the machine.

If a machine must be transferred without its regular operator and a spare is available the supervisor will explain to the operator why the regular machine and not the spare(s) must be transferred.

(c) Job transfers at the request of the Company shall be paid at the hourly-rate and mileage where applicable.

**W-10:06** In the event of lay-offs employees may not bump to a different job classification if the lay off does not exceed ten (10) working days.

**W-10:07** All mechanics positions will be posted on the following basis:

a) All mechanics will be considered permanently posted to their location of work on March 1, 1986.

b) Effective March 2, 1986 all permanent vacancies will be posted in accordance with Article 13.

c) Notwithstanding Section 13:01 (e) temporary and relief vacancies will be filled by asking for volunteer and if there are none, the junior mechanic will be temporarily transferred.

d) If a mechanic's regular work is temporarily moved to the Divisional Garage, he will move with the work, and the Divisional Garage becomes his marshalling point. In this situation the Company will not be responsible for a mechanic's room and board.

**W-10:08** It is understood that the Company may decide to replace currently owned equipment or utilize equipment not presently owned by the Company for log production on Company operations. In either event, the Company agrees that this will only be done on a "dry rental" basis or as company-owned equipment.

**W-10:09** During the term of this Contract, the Company will meet with the Union to discuss a system of grouping of categories in the logging sector.

# SCHEDULE "W-I"

## Woodlands Rates

Effective	Sept. 1/89	Sept. 1/90	Sept. 1/91
Cook	132.68	139.98	147.68
<b>2nd</b> Cook	125.87	132.79	140.10
<b>Cookee</b>	124.60	131.45	138.68
Bull Cook	125.62	132.53	139.82
Night Watchman	124.60	131.45	138.68
Labourer	15.58	16.44	17.34
Junior <b>Partsman</b>	15.77	16.64	17.55
Driller Helper	15.77	16.64	17.55
Power Saw Operator	16.01	16.89	17.82
Handy Man	16.07	16.95	17.89
<b>Partsman</b>	16.08	16.96	17.90
Powder Man	16.39	17.29	18.24
Bus Driver	16.40	17.30	18.25
Truck Driver Tandem	16.40	17.30	18.25
Skidder Operator	16.57	17.48	18.44
Grapple Skidder or Flail	16.64	17.56	18.52
Air Track <b>w/o</b> Ticket	16.64	17.56	18.52
Bombardier Swamp Tractor	16.64	17.56	18.52
Truck Driver Trailer <b>10'</b> and Under Bunk	16.67	17.59	18.55
Truck Driver Trailer over <b>10'</b> Bunk	16.82	17.75	18.72
Truck Driver <b>Multi-</b> Trailer	16.82	17.75	18.72
Air Track with Ticket	16.97	17.90	18.89
Heavy Duty Equip. <b>Opr.</b>	16.97	17.90	18.89
Slasher On/Off Loader	17.07	18.01	19.00
<b>Feller/Limber/Buncher</b>	17.08	18.02	19.01
Slasher/Operator	17.22	18.17	19.17
Tradesman	20.47	21.60	22.78



Stores			
Warehouseman	16.76	17.68	18.65
Storesman	16.29	17.19	18.13
Stores Runner	15.95	16.83	17.75

**Piler Operator** .41 per M3 .42 per M3

Employees designated as

First Aid Men . . . . . \$0.25/hour

Employees designated as

Lead Hands . . . . \$0.25/hour

Power Saw Operators working on a hourly basis, using their own saws will be paid one dollar and twenty-five cents (\$1.25) per hour for their saw, plus free gas and oil.

Rates for payment of mileage for the use of private vehicles will be twenty-five (25) cents per km.

Cut and skid crews felling, **limbing**, skidding and piling tree length merchantable timber shall be paid per crew cord including power saw rental as follows:

Crew of two (2) consisting of a **Faller** and Skidder

Operator:

<b>EFFECTIVE</b>	<b>Sept. 1/89</b>	<b>Sept. 1/90</b>	<b>Sept. 1/91</b>
Meter	(per m3)	(per m3)	(per m3)
7.5	10.39	10.96	11.56
9.0	9.62	10.15	10.71
10.5	8.67	9.15	9.65
12.0	8.01	8.45	8.92
13.5	7.71	8.13	8.58
15.0	7.41	7.82	8.25

Crew of three (3) consisting of two (2) **Fallers** and a Skidder Operator:

## FALLERS

<b>EFFECTIVE</b> Meter	<b>Sept. 1/89</b> (per m3)	<b>Sept. 1/90</b> (per m3)	<b>Sept. 1/91</b> (per m3)
7.5	10.39	10.96	11.56
9.0	9.62	10.15	10.71
10.5	8.67	9.15	9.65
12.0	8.01	8.45	8.92
13.5	7.71	8.13	8.58
15.0+	7.40	7.81	8.24

### SKIDDER OPERATORS

7.5	9.69	10.22	10.79
9.0	8.94	9.43	9.95
10.5	8.02	8.46	8.93
12.0	7.41	7.82	8.25
13.5	7.11	7.50	7.91
15.0+	6.81	7.18	7.58

Cut and skid crews felling, limbing, skidding and bucking eight feet, six inch (8'6") and sixteen feet six inch (16'6") merchantable timber shall be paid per crew Cu.M., including power saw rental as follows:

### CREW OF THREE (3)

	<b>Effective</b> <b>Sept. 1/89</b> (per m3)	<b>Effective</b> <b>Sept. 1/90</b> (per m3)	<b>Effective</b> <b>Sept. 1/91</b> (per m3)
Fallers and/or Buckers	9.64	10.17	10.73
Skidder Operator	8.80	9.28	9.79

### CREW OF TWO (2)

Fallers and/or Buckers	9.64	10.17	10.73
Skidder Operator	9.64	10.17	10.73

# SCHEDULE "W-2"

## Forestry Rates

Rate Per Tree/Seed Planted

### TREE PLANTING

Sept. 1/89 Sept. 1/90 Sept. 1/91

Planter - 1st year	\$0.084	\$0.089	\$0.093
- 2nd year	0.089	0.094	0.099
3rd year	0.094	0.099	0.105
- 4th year	0.104	0.110	0.116
- on permanent Repap payroll	0.109	0.115	0.121

**Quality Bonus** - \$0.005 per tree planted for 85% to 95% correctly planted.

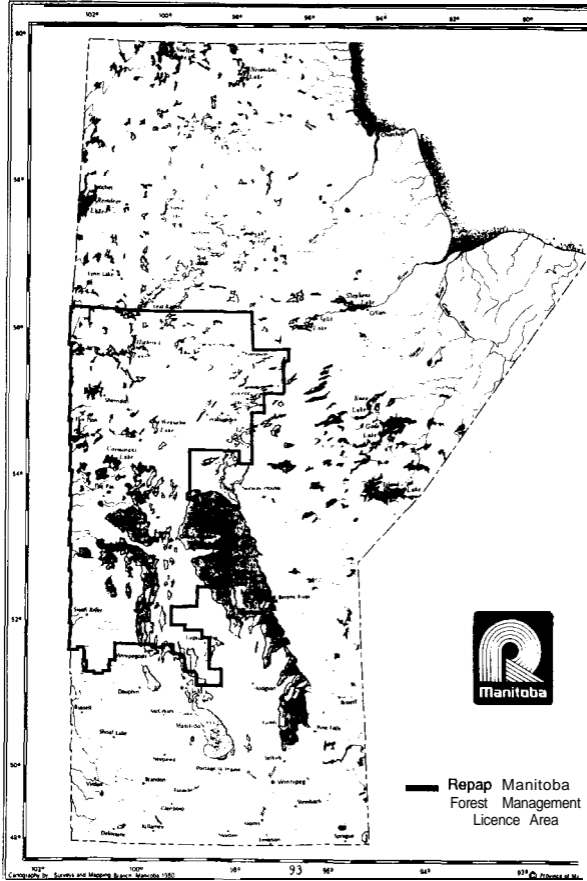
- \$0.005 per tree planted for 95% to 100% correctly planted

Sept. 1/89 Sept. 1/90 Sept. 1/91

<b>DIRECT SEEDING</b>	\$ 0.084	\$ 0.089	\$ 0.093
Helper - 1st year rate	12.05	12.71	13.41
Per - 2nd year	12.78	13.48	14.22
Hour - 3rd year	13.52	14.26	15.05
- 4th year	14.85	15.67	16.53
- on permanent Repap payroll	15.58	16.44	17.34

### SCARIFYING

Equipment Operator	16.64	17.56	18.52
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Cartography by: Survey and Mapping Branch, Manitoba (1980)

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## **SCHEDULE "W-3"**

### **Woodlands Boundaries**

The Legal Description of the Forest Management Licence Area (**F.M.L.A.**) for **Repap** Manitoba a Division of **Skeena** Cellulose Inc. is found in Plan No. **19349** and is filed in the Office of the Director of Surveys in Winnipeg, Manitoba. Plan No. **19349** was approved by the Director of Forestry on May **19, 1989** and by the Director of Surveys on May **26, 1989**.

### **EXCLUDED AREAS**

The **F.M.L.A.** for **Repap** Manitoba contains the area shown in Plan No. **19349** except **thereout** all those portions thereof contained within the limits of the Cormorant Provincial Forest and the Clearwater Provincial Park, all rights-of-way for railways, highways and roadways, all lands underlying any natural rivers or lakes or other body of water, and excepting also all lands therein to which the Government has granted a valid subsisting lease, licence or patent before May **4, 1989**, a list whereof has been given to the Company by the Government on or before such date, which said area represents the area in which the Company will operate under the terms hereof, or any extension of the said area granted by the Government to the Company under the terms hereof.

# **SCHEDULE "W-4"**

## **LETTER OF UNDERSTANDING**

### **Procedure for Exercising Seniority in the Woodlands Division**

In order to qualify to exercise seniority, the following will apply:

1) Be on the payroll for Forty-five (45) days.

2) Must be laid off.

3) When reducing the workforce, senior employees may exercise seniority to displace the junior employee in the work area in any job which the employee is able to perform the work. Employees exercising their seniority shall be allowed a two (2) day refamiliarisation period.

4) If a Woodland's employee is unable to exercise seniority in his/her work area and wishes to exercise seniority in other areas within the Woodlands Division, the same procedure will apply as above, (bump the junior employee on the seniority list in the classification being bumped).

5) When the employee's original job is reactivated again, the employee has to return to the original job provided the employee has not bid into another job during that period.

6) In the case of lay-offs, the Company will notify the employee or employees concerned at least fourteen (14) calendar days in advance unless the lack of work is beyond the Company's control.

Within seven (7) days of notification, where practical, a Personnel Notification form should be completed stating whether they accept a lay-off or wish to exercise seniority.

7) (a) If during the lay-off period, the employee wishes to return to work and so notifies the Company Personnel Supervisor, he shall be called back to work as soon as his seniority entitles him to a job once an opening occurs,

(b) The application of this provision shall not result in an employee, in the exercise of his rights,

bumping an employee with less seniority once he accepts a layoff in six (6) above.

8) In the event of a permanent layoff due to job elimination as a result of a management decision to make changes that result in a more efficient operation, any employee affected will be allowed to exercise his seniority and receive the necessary training into one job category that requires no more than twenty days training."

**Signed on Behalf of:**

**Repap Manitoba**

**IWA-Canada Local 1-324**

**F Ellis**

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**J. Anderson**

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**IN WITNESS WHEREOF** the Company and the Union have caused these present to be executed by their duly authorized representatives on the date given below, to take effect on the first day of September, 1989.

**SIGNED ON BEHALF OF;**

**REPAP MANITOBA**

**F. Ellis**  
\_\_\_\_\_

**W. E. Jonas**  
\_\_\_\_\_

**C. K. Ham**  
\_\_\_\_\_

**R. Batiuk**  
\_\_\_\_\_

**IWA-Canada Local 1-324**

**J. K. Anderson**  
\_\_\_\_\_

**M. Lachance**  
\_\_\_\_\_

**I. Butler**  
\_\_\_\_\_

**T. Derhousoff**  
\_\_\_\_\_

**D. Matheson**  
\_\_\_\_\_

**G. Stoney**