

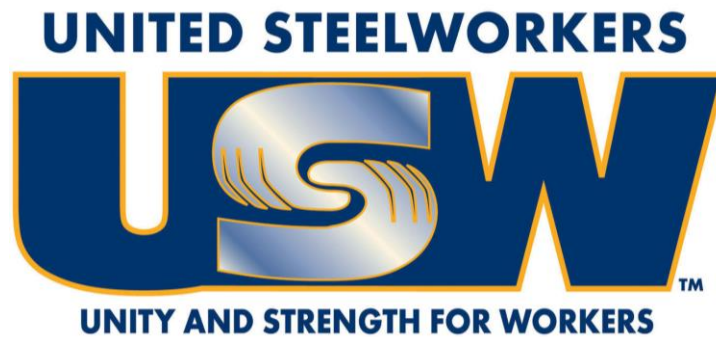
# COLLECTIVE AGREEMENT

BETWEEN:



**LOUISIANA-PACIFIC CANADA LTD.  
(Swan Valley SmartSide)**

- and -



**UNITED STEELWORKERS  
Local 7106 - 12**

**February 1, 2020 to January 31, 2027**

## INDEX OF ARTICLES

	<u>PAGE NO.</u>
ARTICLE 1 – PREAMBLE .....	3
ARTICLE 2 – SCOPE .....	3
ARTICLE 3 – DEFINITIONS .....	4
ARTICLE 4 – MANAGEMENT RIGHTS .....	5
ARTICLE 5 – UNION SECURITY .....	6
ARTICLE 6 – UNION REPRESENTATIVES.....	7
ARTICLE 7 – STRIKES AND LOCKOUTS .....	9
ARTICLE 8 – HOURS OF WORK AND OVERTIME .....	9
ARTICLE 9 – WAGES.....	12
ARTICLE 10 – SENIORITY.....	13
ARTICLE 11 – LAY-OFF AND RECALL .....	15
ARTICLE 12 – VACANCIES AND PROMOTIONS .....	16
ARTICLE 13 - GRIEVANCE AND ARBITRATION PROCEDURE .....	18
ARTICLE 14 – TECHNOLOGICAL CHANGE .....	21
ARTICLE 15 – SAVINGS CLAUSE/ENTIRE AGREEMENT .....	22
ARTICLE 16 – LEAVE OF ABSENCE.....	22
ARTICLE 17 - VACATIONS WITH PAY.....	24
ARTICLE 18 – SAFETY AND HEALTH .....	26
ARTICLE 19 – GENERAL HOLIDAYS.....	28
ARTICLE 20 – GROUP BENEFITS & PENSION PLAN .....	30
ARTICLE 21 – TRAINING AND DEVELOPMENT.....	32
ARTICLE 22– DURATION OF AGREEMENT .....	32
SCHEDULE “A” – WAGES AND CLASSIFICATIONS .....	33
APPENDIX “B” .....	33
APPRENTICESHIP PROGRAM .....	34
LETTER OF AGREEMENT NO. 2005 - 01 .....	36

## **ARTICLE 1 – PREAMBLE**

The operation of the Company's LP plant in Minitonas, Manitoba presents unique challenges for the Company, its employees and the Union.

It is recognized that a relationship of workplace cooperation is necessary in order to maintain and develop work practices and conditions of employment, which will provide a safe work environment, maximum productivity and a high quality of work life. The Company, its employees and the Union understand and agree that there is a strong link between productivity, flexibility, profit and employment security.

This Agreement establishes the framework for that relationship. It recognizes the fundamental importance of employees and management working together cooperatively and through continuous communication resolving issues and differences before they become impediments or obstacles to the common goals and interests of the parties.

It is therefore the intent of this Agreement to promote and maintain harmonious relations between the Company and its employees, set forth conditions of employment and wages, establish and maintain conditions which will promote the safe, efficient and productive operation of the Company.

## **ARTICLE 2 – SCOPE**

- 2:01 (a) The Company recognizes the Union as the sole and exclusive bargaining agent for all employees of the Company employed at the Swan Valley LP Plant, in the Rural Municipality of Minitonas, in the Province of Manitoba, except foremen, office and clerical staff, sales and purchasing staff, management team, Woodlands Division and those excluded by The Labour Relations Act (Manitoba).
- (b) Notwithstanding the foregoing, the parties agree that any employee appointed by the Company to the position of leadhand (excluding Maintenance Planner) on or after August 1, 2000 shall remain a member of the bargaining unit. It is understood that leadhands will be appointed at the sole discretion of the Company.
- 2:02 The Union and the employees agree that at all times they will support the Company in its efforts to ensure environmental compliance, provide effective customer service, improve the quality of workmanship, products and services, eliminate waste of materials, supplies and time, conserve and protect materials, supplies, equipment and facilities, prevent accidents, strengthen goodwill between the Company, its employees and its customers and to do such other things as may be reasonably required to promote efficient and productive operations.

2:03 **Contractors and Sub-Contractors**

During the term of this Agreement, the Company agrees that the introduction of a contractor or sub-contractor into this operation will not result in the loss of full time positions held by regular employees.

2:04 Non-bargaining unit employees may only perform work normally performed by employees in the bargaining unit in the following situations:

1. in cases of emergency;
2. for purpose of instruction or training;
3. for the purpose of experimentation;
4. when qualified bargaining unit employees are not immediately available

**ARTICLE 3 – DEFINITIONS**

3:01 The word "employee" or "employees" whenever used in this Agreement shall mean those employees of the Company for whom the Union is the bargaining agent as set forth in Article 2:01 and who are covered by the terms of this Agreement.

3:02 The words "probationary employees" whenever used in this Agreement shall mean those employees referred to in Article 10:02.

3:03 The words "temporary employee" whenever used in this Agreement shall mean an employee who is hired to meet seasonal or peak period demand or as a replacement for a regular employee who is absent for any reason.

3:04 The words "regular rate of pay" whenever used in this Agreement shall mean at any time with respect to any employee that straight time rate of pay per hour, exclusive of any and all overtime pay or premium pay of any kind, to which such employee is entitled under the terms of this Agreement in respect of the work which he is performing at such time.

3:05 Whenever the singular or masculine terms are used in this Agreement, they shall also mean the plural or feminine terms where the context so requires.

#### **ARTICLE 4 – MANAGEMENT RIGHTS**

- 4:01 The Union recognizes and agrees that except as specifically and expressly limited by this Agreement, all rights, powers and authority are retained solely and exclusively by the Company.
- 4:02 For greater certainty, but without limiting the generality of the foregoing, the Union recognizes and agrees that the Company has the sole and exclusive right to operate and manage its business, affairs and facilities in all respects as it sees fit; to control and direct the working forces and to select, hire, promote, demote, transfer, assign, classify, lay-off and recall employees; to maintain order, discipline and efficiency and to discipline, suspend and discharge non-probationary employees for just cause and to discipline, suspend and discharge probationary employees; to establish, maintain, alter and enforce from time to time, rules, regulations, policies and practices to be observed by employees; to establish new jobs and to alter, consolidate or abolish existing jobs, to determine the number and type of employees needed at any time, the hours and shifts to be worked, starting and quitting times, the duties to be performed; overtime requirements, the employees to perform overtime work, job content, workloads, quality and quantity standards of performance and the qualifications of employees to perform any particular job and to determine the hours and schedules of operation, operating techniques, methods, procedures and processes and means of performing work, the facilities and services to be provided, the materials, supplies, tools, machinery, equipment and facilities to be used, the nature and kind of business conducted, the number, location and types of operations and the extension, limitation, curtailment or cessation of operations or any part thereof.
- 4:03 The Company agrees that it will not exercise its functions in a manner inconsistent with the express terms of this Agreement and in that regard, in administering this Agreement, the Company shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.
- 4:04 The primary function of electronic monitoring equipment is to observe, measure and monitor production difficulties, problem areas, processes, troubleshooting, mill security etc. Employees will be made aware of where cameras exist.

As such, electronic monitoring equipment is not intended for invading the privacy of employees or to administer disciplinary action; however, employees should be aware that performance may be monitored and discipline may be issued as a by-product of electronic monitoring.

It is agreed that in the event of a criminal, theft or similar investigation (ex. may include RCMP), employees may not be notified of the installation of electronic monitoring equipment.

## **ARTICLE 5 – UNION SECURITY**

- 5:01 All current employees in the bargaining unit covered by this Agreement shall, as a condition of employment, become and remain members of the Union immediately on the date of ratification of this Agreement to the extent of paying all regular initiation fees, assessments and regular dues as set by the Union. All employees in the bargaining unit covered by this Agreement hired or rehired on or after the date of ratification of this Agreement shall, as a condition of employment, become and remain members of the Union upon completion of their probationary period to the extent of paying all regular initiation fees, assessments and regular dues as set by the Union on the first day of employment. Dues will be taken off from the start of employment.
- 5:02 The Company will remit monthly the total sum of the amount so deducted to the Union on or before the fifteenth (15<sup>th</sup>) day of the calendar month following the month in which the deductions were made. The monthly remittance shall be accompanied by a completed USW R115 Form (a summary of the dues calculations made for the month, each month), as well as a statement showing the names of each employee from whose pay deductions have been made and the total deducted for the month. Such statements shall also list the names of the employees from whom no deductions have been made and the reason why, i.e. W.C.B., W.I., laid off, etc.
- 5:03 The Union shall advise the Company in writing of the amount of regular Union membership dues to be deducted from the wages of employees and shall notify the Company in writing of any change in such amounts to be deducted at least forty-five (45) calendar days in advance of the end of the pay period in which the deductions are to be made.
- 5:04 Each year the Company shall calculate the amount of Union dues deducted from each employee's pay and shall indicate it on the T-4 slip of each employee.
- 5:05 The Union shall indemnify and save harmless the Company from any and all claims, demands, actions, proceedings and any other form of liability or expense arising out of or in respect of deductions made by the Company from the wages of any employee pursuant to the provisions of this Article 5.
- 5:06 The Company will provide the Union a suitable bulletin board, to be maintained by the Union in a neat and professional manner, on its premises for Union notices relating to Union meetings, Union elections, the names of Union officers or Stewards and social and recreational events. The contents of such notices must not in any way be derogatory to the Company or its management, employees, suppliers or customers.
- 5:07 The Company will meet with the Union as required for the purpose of reviewing the administration of the terms of this Agreement and to deal with matters of mutual

concern relating to the workplace that may arise from time to time and to provide communications pertinent to plant operations and the business results. These meetings are not intended to bypass the regular grievance procedure. Employees attending these meetings will be paid by the Company at their respective rate of pay for all time spent at these meetings. These Labour/Management meetings will be held quarterly to discuss issues going on in the plant.

5:08 The Company will contribute \$0.02 per hour worked per employee to the United Steelworkers Humanity Fund. Effective November 1, 2005 the Company contribution level will increase to \$0.03 per hour worked per employee.

#### **ARTICLE 6 – UNION REPRESENTATIVES**

6:01 (a) A maximum of three (3) duly authorized representatives of the Union who are not employees of the Company (herein referred to as the "Union Representatives") shall be admitted to the premises of the Company to conduct Union business after notifying the Plant Manager or his designate upon entering the premises and before proceeding on the visit.

6.01 (b) Whenever possible, meetings between an employee and a Union Representative shall take place on the rest period or meal period of the employee or immediately prior to or immediately following the scheduled work period of the employee. However, if the meeting must occur during the employee's working hours, the Supervisor shall allow the employee up to thirty (30) minutes of paid time off in order to meet with the Union Representative.

(c) Discussions between the Union Representative and the employee shall be held in private so as to not distract other employees. The Company will designate the location of any meeting between an employee and a Union Representative. In no event shall the admission of the Union Representatives or their meetings with employees interfere with or disrupt operations.

(d) The Union shall promptly notify the Company in writing of the names of the three (3) Union Representatives and any changes thereto. The Company will not recognize an individual as a Union Representative until it has received such notification from the Union.

6:02 The Company acknowledges the right of the Union to appoint not more than ten (10) employees to be Stewards which will include Chairman, Vice Chair, Secretary, and Chief Steward. The Union shall promptly notify the Site Human Resource Manager in writing of the names of the Stewards and any changes thereto. The Company will not

recognize an employee as a Steward until it has received such notification from the Union.

6:03 There shall be no Union activity of any kind on Company time or property unless such activity is specifically permitted by this Agreement. No meetings of the Union or its members shall be held on Company property at any time without the prior written approval of the Plant Manager or his designate. Stewards shall perform their regular work assignments and shall engage in no Union related activity whatsoever during working hours except as specifically provided for in Article 6:04.

6:04 To ensure operations are not interfered with or disrupted, the parties agree that the following rules shall apply:

1. A Union Steward will be released from his regular work assignment when necessary for the adjustment of a grievance, provided there is no negative impact to operations or to attend a meeting scheduled or requested by the Company.
2. A Union Steward shall not leave his regular duties during working hours without first requesting and obtaining permission from his immediate supervisor provided, however, that a Steward shall not request permission to leave except where the matter to be dealt with cannot be dealt with during his non-working hours and it is clearly necessary for him to leave in order to adjust a grievance. When requesting permission to leave in order to adjust a grievance, the Steward shall inform his immediate supervisor of the nature of the grievance, his intended destination and the expected duration of his absence. Subject to the requirements and efficiency of operations, permission to leave, which shall be with pay, shall not be unreasonably withheld.
3. No employee shall leave his regular duties to communicate with a Steward without first requesting and obtaining permission from his immediate supervisor provided, however, that an employee shall not request permission to leave except where the matter to be dealt with cannot be dealt with during his non-working hours and it is clearly necessary for him to leave in order to adjust a grievance.
4. Subject to the requirements and efficiency of operations, permission to leave shall not be unreasonably withheld.
5. Abuse of leave or excessive use of time spent adjusting grievances shall not be permitted and in no event shall the adjustment of grievances interfere with or disrupt operations.



- 6:05 Where an employee is given a verbal or written reprimand, a suspension or is discharged, the employee shall have a shop steward or Union representative present. If there is not a Shop Steward or Union representative on shift, it will not unduly delay the disciplinary process. Management will make the appropriate arrangements to provide for representation. Management will provide electronic copies of discipline and termination letters to the Union Office in Flin Flon.
- 6:06 The Company will inform the Union prior to implementing or revising a policy in the workplace.

#### **ARTICLE 7 – STRIKES AND LOCKOUTS**

- 7:01 The Union and the employees agree that during the term of this Agreement they will not cause, condone or support any strike or otherwise interfere with the quality or quantity of work or production. The Company agrees that during the term of this Agreement there will be no lockout.
- 7:02 The parties recognize that it is in the long-term interest of the Company, the employees and the Union to ensure protection of the Company's assets during any disruption of operations, be it legal or otherwise. The Union agrees to provide a sufficient workforce as is necessary to ensure the safe and efficient shutdown of equipment and to provide the ongoing essential services to the operation.

#### **ARTICLE 8 – HOURS OF WORK AND OVERTIME**

- 8:01 The provisions of this Article 8 are intended to define the normal hours of work for the purpose of calculating payment for authorized overtime and shall not be construed as a guarantee of or a limitation upon the hours of work per day or per week or of days of work per week.
- 8:02 The normal hours of work for employees are as follows:
- (a) Shift employees - twelve (12) hour shifts may be scheduled for employees consisting of four (4) day shifts (normally starting at 7:00 a.m.) followed by four (4) days off followed by four (4) night shifts (normally starting at 7:00 p.m.) followed by four (4) days off.
  - (b) Ten (10) hour shift employees - ten (10) hour shifts may be scheduled for employees consisting of four (4) shifts (normally Monday – Thursday or Tuesday – Friday starting at 7:00 a.m.)
  - (c) Day shift employees - eight (8) hour shifts may be scheduled for employees consisting of five (5) eight-hour shifts (normally Monday to Friday starting at 7:00 a.m.) with two (2) days off.

- (d) The Company shall have the right under the terms of this Agreement to implement other schedules without overtime penalty provided the principle of forty (40) hours per week is maintained over an averaging period. In the event that the hours of work and/or shifts are to be adjusted, the adjustments will be discussed with the Union and effected employees will be given reasonable advanced notice.

8:03 The normal daily hours of work referred to in Article 8:02 are inclusive of the following rest periods:

- (a) Employees will be provided two (2) rest periods during their shift.
- (b) Day shift employees will have two (2) ten (10) minute rest periods, one in each half of their shift and a thirty (30) minute meal break.
- (c) Ten (10) hour shift employees will have two (2) fifteen (15) minute rest periods, one in each half of their shift and a thirty (30) minute meal break.
- (d) Shift employees will have two (2) twenty (20) minute rest periods one in each half of their shift and a thirty (30) minute meal break.

8:04 The Company shall pay an employee one and one-half (1 ½) times his regular rate of pay for approved overtime as follows:

- (a) Day shift employee(s) shall have overtime rate of pay calculated on his regular rate of pay and shall be paid as follows:

- (1) Daily – for all hours worked by him in excess of eight (8) hours worked in any one day.
- (2) Weekly - for all hours worked by him in excess of forty (40) hours worked in any one week. Excluded from this calculation are the hours calculated in (1) above.

- a) Twelve (12) hour shift employee(s) shall have overtime rate of pay calculated on his regular rate of pay and shall be paid each pay period as follows:

- (1) Daily – for all hours worked by him in excess of twelve (12) hours worked in any one day.
- (2) Weekly - for all hours worked by him in excess of forty-eight (48) hours worked in any one week. Excluded from this calculation are the hours calculated in (1) above.
- (3) Scheduled employees shall be paid as follows:

- (i) In each week that an employee is regularly scheduled to work and actually works forty-eight (48) hours, four (4) hours overtime at one and one-half (1 ½) times his regular rate of pay.
  - (ii) In each week that an employee is regularly scheduled to work and actually works thirty-six (36) hours, overtime for all hours worked in excess of thirty-six (36) hours.
- b) Ten (10) hour shift employee(s) shall have overtime rate of pay calculated on his regular rate of pay and shall be paid as follows:
  - (1) Daily - for all hours worked by him in excess of ten (10) hours worked in any one day.
  - (2) Weekly - for all hours worked by him in excess of forty (40) hours worked in any one week. Excluded from this calculation are the hours calculated in (1) above.
- (d) Employees who are scheduled to work shifts in excess of their regularly scheduled shifts or are called in to work on their scheduled days off will be paid overtime rate of pay in accordance with this section. If an employee does not receive 48 hours notice prior to a shift or schedule change the provisions identified above will apply.

8:05 There shall be no pyramiding, duplication or compounding of overtime or premiums or any other benefits under this Agreement.

8:06 It is understood that any change in shifts or days off initiated by the employees themselves must be approved in advance by the employees' supervisor and shall not result in overtime or any other additional costs to the Company.

8:07 Overtime is recognized as being voluntary, subject to the applicable provisions of *The Employment Standards Code (Manitoba)*.

8:08 Each employee is required to notify their immediate supervisor or the supervisor on shift at least one (1) hour prior to the start of his scheduled work period if he is going to be absent for any reason. This notification will include the reason for the absence and the probable length of the absence. If the employee is unable to speak with their immediate supervisor they shall leave a number at which they can be reached. Each employee is also required to request and obtain permission from his immediate supervisor before leaving work for any reason during his scheduled work period. Failure to notify supervision or late notification or leaving work without permission

will result in the absence being treated as unauthorized absenteeism may subject the employee to discipline.

- 8:09 An employee who has not been notified prior to the commencement of his scheduled shift that he is required to work overtime, and who does work more than two (2) hours in addition to and immediately following his scheduled shift that day, will be provided with an overtime meal by the Company or in lieu of an overtime meal, the employee may elect to receive a fifteen dollar (\$15.00) meal voucher.
- 8:10 The Company may designate employees who have volunteered to be "on call" outside of regular working hours. In this event, the employee designated to be "on call" must be available to come to work on short notice if the need arises. Employees designated to be "on call" through a weekend period will receive the following Friday or Monday of the week following the end of their call period off with pay for being on call. Employees called into work while on call shall receive overtime pay for all hours worked. The Company will determine the number of people to be on call at any one time.

#### **ARTICLE 9 – WAGES**

- 9:01 The hourly rates of pay payable to any employee in his respective classification shall be those set forth in the Wage Schedule (Appendix "A") appended hereto and forming part hereof.
- 9:02 When an employee is required to report for work and does report for work, he shall be guaranteed a minimum of three (3) consecutive hours of work or three (3) hours of pay at his regular rate of pay unless he has previously been advised by the Company not to report for work and provided he performs the work, if any, that may be assigned to him that day. Notification in advance shall be deemed to have been given to the employee if prior to the commencement of the shift the Company telephones and leaves a message with a person or an answering machine at the telephone number last made known to the Company by the employee. This Article 9:02 shall not apply when work is not available for reasons beyond the reasonable control of the Company.
- 9:03 An employee who has completed his regular shift, has left the plant premises and is then recalled to work extra time will be paid a minimum of four (4) hours at his regular rate of pay or will be paid the appropriate overtime rate for the hours so worked, whichever is greater. Work scheduled for an employee one (1) shift in advance but outside his regular or normally scheduled work week, and work performed by an employee recalled from a layoff are not considered call-ins.

When a Maintenance Employee is called in to work he will be advised of the tasks to be completed by him during the call-in and during that call-in he will not be assigned

any other tasks unless they are tasks of an emergency nature. This shall not apply to non-maintenance employees.

- 9:04 The Company shall maintain a bi-weekly pay period (every two weeks) and will endeavour to pay wages for hourly employees every second Friday. The Pay Period will commence on a Sunday at 7:00 a.m. and will run for two weeks ending on a Sunday at 7:00 a.m.. Employees pay will be calculated based upon the hours worked during the two (2) week pay period and then will be deposited into the employees designated bank account the following Friday. A payroll statement will be issued showing the calculation of gross and net pay and the amount deposited. Any pay shortages greater than one hundred dollars (\$100.00) will be processed within two (2) working days from when the discrepancy has been brought forward.
- 9:05 Employees who are scheduled to work a 7:00 p.m. to 7:00 a.m. shift will receive a shift premium of \$0.85 per hour in addition to their regular rate of pay. Employees called into to work or working overtime during this period must work four (4) hours or more to qualify for this premium. Shift differential premium is not used in the calculation of the overtime time rate.
- 9:06 Employees who are designated by the Company to act as a first aid attendant shall receive an additional premium of \$0.50 per hour worked. This premium will not be used in the calculation of overtime.

#### **ARTICLE 10 – SENIORITY**

- 10:01 Seniority shall mean the length of an employee's continuous service with the Company since his most recent date of hire.
- 10:02 (a) A newly hired employee shall be on probation for five hundred (500) hours worked with the Company since his most recent date of hire (any absence during the probationary period will extend the probationary period for a corresponding period of time). During the probationary period the employee shall not be entitled to any of the rights or benefits of this Agreement. Probationary employees who are discharged are not entitled to notice or pay in lieu of notice. After completion of the probationary period, seniority shall be established and shall be effective from the most recent date of hire. The Company shall notify the Union when a probationary employee has terminated and when management has extended the probationary period.
- b) Casual labour pool employees will be paid at the rate of group one (1) as set in the collective agreement.

Casual labour pool employees will not be eligible for health and dental benefits, pension, vacation accrual or floaters.

When the company has a permanent position vacancy to be filled and transfers a labour pool employee to permanent status and the employee satisfactorily completes probationary period seniority rights will apply.

Casual labour pool employees will be responsible for paying monthly union dues from date of hire. When casual employees transfer to permanent status they will be responsible to pay initiation fees on pay period immediately following permanent status qualification.

In the event of a reduction in workforce, casual labour pool employees shall be the first to be laid off.

10:03 (a) An employee permanently transferred out of the bargaining unit shall maintain but not accumulate seniority for twelve (12) calendar months. If an employee has been permanently transferred out of the bargaining unit and the Company chooses to reinstate the employee in the bargaining unit within one year, the employee must return to the job held at the time of transfer, provided the job is not held by an employee with more seniority

(b) An employee may be temporarily transferred out of the bargaining unit for a period of 60 working days per calendar year and continue to accumulate seniority; after 60 working days the employee will maintain but not accumulate seniority. This time period may be extended by mutual agreement between the Company and the Union.

10:04 An employee's continuous service with the Company shall be deemed to be broken, his seniority cancelled and employment with the Company deemed to be terminated for just cause if the employee:

(a) Quits; or

(b) Is discharged for just cause; or

(c) Is absent from work without an authorized leave of absence for three (3) consecutive work days, unless a reason acceptable to the Company is provided; or

(d) Is laid off, or is otherwise absent from work for any other reason for a period in excess of twenty four (24) months; or

(e) Fails to report for work immediately after notification in person, by telephone or to his last known address by registered mail when recalled following a lay off, the onus being on the employee to keep the Company advised of his current address and telephone number, except only where the employee is

unable to report for work after such notification because he must give one (1) pay period's notice of termination of employment to another employer and he must work for that other employer during the said notice period, then he shall notify the Company within two (2) working days after such notification that he is unable to report for work for those reasons and he shall report for work immediately upon the expiry of the said notice period, failing any of which this Article 10:04 (e) shall apply or

- (f) Retires; or
- (g) Fails to report for work at the expiration of an approved leave of absence, a vacation or a suspension, unless a reason acceptable to the Company is provided or the employee failed to report due to circumstances beyond his control.

10:05 No employee shall, while actively employed with the Company, solicit any work or perform any work or services for compensation for another employer or engage in any other forms of work which would create a conflict with the interests of the Company.

10:06 An up-to-date seniority list will be posted by the Company once every three (3) months and a copy of the posted list will be provided upon written request to the Union Local Office by the Company.

#### **ARTICLE 11 – LAY-OFF AND RECALL**

11:01 (a) In the event of a temporary layoff for a period of greater than three (3) consecutive days and an employee's seniority is such that he would not be able to keep his regular job, that employee will be allowed to exercise his seniority to bump into any position, except those positions listed in groups 9 & 10, provided the employee possesses the qualifications, skill and ability to efficiently and immediately perform the tasks required and, provided there are enough employees meeting the requirements set forth above available to efficiently perform the tasks required.

An employee will be deemed to be able to efficiently and immediately perform the tasks required if he has successfully performed the job within the last twelve (12) months.

- (b) In the event of a layoff or job elimination which the Company deems to be permanent in nature and an employee's seniority is such that he would not be able to keep his regular job, that employee will be allowed to exercise his seniority to bump into any position laterally or below their group, provided the employee possesses the qualifications, skill and ability to efficiently and immediately perform the tasks required. It is understood that employees,

exercising their seniority bumping below group 7, will be allowed four (4) work-days to demonstrate basic skill in the position and sixteen (16) work-days to demonstrate competency. The time periods identified above are calculated from the employees 1<sup>st</sup> day in the position.

## **ARTICLE 12 – VACANCIES AND PROMOTIONS**

- 12:01 (a) The Company recognizes the principle of seniority, competency, and qualifications considered. For the purposes of this Agreement competency is defined as the demonstrated ability/fitness to perform the duties of the job; qualifications refers to training/experience to perform the duties of the job.
- (b) When a position within the scope of the bargaining unit becomes vacant and the Company determines which crew and how many positions are to be filled, it will post notice of the position for seven (7) working days. All employees interested in the permanent vacancy must make written application within the seven (7) working days during which the permanent vacancy is posted. This provision shall not prevent the Company from filling any permanent vacancy on a temporary basis until the position is filled through the posting procedure. Vacancies caused by absence for any reason, which are expected to be less than twelve (12) weeks duration need not be posted. Such temporary vacancies may be filled at the discretion of the Company; seniority will be considered.
- (b)(i) When the successful applicant is determined, the employee will move to where the vacancy was posted, as long as operational requirements allow.
- (c) In filling posted vacancies in job groups 1 – 6 (as identified in schedule B), current employees who submit applications will be given first consideration. The job vacancy will be awarded to the senior applicant who meets the bona fide job requirements identified for the position. It is understood that employees will be allowed four (4) workdays to demonstrate basic skill in the position and sixteen (16) workdays to demonstrate competency. The time periods identified above are calculated from the employees 1<sup>st</sup> day in the position. If the vacancy is not filled on the foregoing basis, the Company may fill the job at its discretion.
- (d) In filling posted vacancies in job groups 7 - 10 (as identified in schedule B), current employees who submit applications will be given first consideration. Where the competency and qualifications of the competing applicants are equal, the applicant with the greatest seniority shall be given preference provided the applicant has the competency and qualifications to efficiently perform the tasks required. If the vacancy is not filled on the foregoing basis, the Company may fill the job at its discretion.



For purposes of this Section, the Company will consider an employee's length of service, previous work performance, competency and qualifications.

- (e) The Company will post a notice with the name(s) of the successful applicant(s) for posted, vacancies and/or newly created jobs within seven (7) days of filling the job.
- (f) The above time periods may be extended by mutual agreement by the parties.

12:02 The Company will not consider any applicant to a posting who has, successfully bid on another permanent vacancy within the prior three (3) month period for groups 2 to 6 and nine (9) month period for groups 7 to 10. The three (3) month and nine (9) month periods will commence no later than thirty (30) days from the point of the posting being awarded, except in cases where the delay is due to the successful bidder's own circumstances (example: illness, injury, emergency).

The above restrictions do not apply to progressive bids within groups 7 to 10, steady day jobs or apprenticeships.

12:03 The successful applicant will be notified of his progress from time to time as determined by the Company. Where the Company determines that the successful applicant is unable to perform the work of the new position to its satisfaction within thirty (30) days of actual work, the employee shall be returned by the Company to his former position without loss of seniority, and any employees affected by his return shall likewise be returned to their former positions.

12:04 It is understood that only those vacancies referred to in Article 12:01 requiring an employee need be posted and that an employee may hold only one (1) position, as determined by the Company, at any one (1) time. In addition to the original posting for a permanent vacancy, the Company shall only be required to post no more than three (3) further positions arising out of the filling of the original vacancy posted. Any job vacancy which may be created as a result of the selection of an employee to fill the three (3) subsequent posted vacancies may be filled by the Company at its discretion.

12:05 Employees who will be absent for not more than thirty (30) calendar days due to annual vacation, illness or approved leave of absence, may submit their written application immediately preceding their absence to the Company for any position vacancy that may occur during the specific absence. Such employees will be considered in accordance with Article 12:01.

12:06 (a) An employee who accepts a job bid shall be paid the rate of that job upon successful completion of the thirty (30) working day probationary period. During the probationary period the employee will receive the rate of pay of

their former job or the rate of the new job which ever is less, or if fully qualified sooner he may receive the job rate as determined by the supervisor.

- (b) If an employee is assigned to fill a temporary vacancy or is transferred to another classification for three (3) hours or more, he shall receive his regular rate of pay or the rate of pay for the job to which he is assigned or transferred, for the entire shift, whichever is greater. For clarity, this section is not inclusive of training time.

## **ARTICLE 13 - GRIEVANCE AND ARBITRATION PROCEDURE**

### **GRIEVANCES**

- 13:01 The Company and the Union agree that grievances shall be adjusted as quickly as possible in the manner set out herein and without suspension, interruption or disruption of the normal operations of the Company.
- 13:02 A "grievance" shall mean a dispute concerning the interpretation, application or alleged violation of the provisions of this Agreement, a complaint that he/she has been disciplined or discharged without just cause.
- 13:03 All employees have the right to express to management any complaint they may have concerning any matter related to their work or general welfare.
- 13:04 A discussion should occur with the appropriate parties to resolve any issues or concerns. Failing resolution an earnest effort shall be made to settle grievances properly arising under this Agreement in the following manner:

#### **STEP 1**

The employee or the Union shall submit the grievance in writing to the immediate Supervisor or HR Manager within fourteen (14) calendar days immediately following the event or circumstance giving rise to the grievance. If not so presented the grievance shall be forfeited and waived by the aggrieved party. The grievance shall be signed and dated by the Union and/or the employee and the nature of the grievance, the article or articles of this Agreement alleged to have been violated and the remedies sought shall all be clearly set out in the written grievance. The Employer shall render a decision in writing within fourteen (14) calendar days of receipt of the written grievance.

#### **STEP 2**

Failing satisfactory settlement at Step 1, the employee shall meet with the Supervisor and the Department Head, together with a Union Representative, to discuss the

grievance within the next fourteen (14) calendar days. The Department Head shall render a decision in writing within five (5) working days after the meeting.

### STEP 3

Failing satisfactory settlement at Step 2, the employee and up to two (2) Union representatives shall meet with the Department Head, the Plant Manager and the HR Manager to discuss the grievance within the next fourteen (14) calendar days. The Plant Manager shall render his decision in writing within ten (10) working days after the meeting. All terminations will begin at this step.

It is understood all efforts to meet the timelines above shall be a priority for the parties.

### STEP 4

Failing satisfactory settlement at Step 3, either the Company or the Union may submit the grievance to arbitration in accordance with the provisions of Article 13.10.

- 13:05 A grievance arising directly between the Company and the Union concerning the interpretation, application or alleged violation of this Agreement shall be initiated by either the Company or the Union at Step 2 of the grievance procedure within seven (7) working days after the event or circumstance giving rise to such policy grievance or when first brought to the respective party's attention. If not so presented the grievance shall be forfeited and waived by the aggrieved party. The nature of the grievance, the article or articles of this Agreement alleged to have been violated and the remedies sought shall all be clearly set out in the written grievance.
- 13:06 In the event an employee claims to have been disciplined or discharged without just cause, the employee or the Union shall submit a written grievance within fourteen (14) calendar days after being notified by the Company of his discipline or discharge. In the event an employee claims to have been discharged without just cause, the employee shall notify the Union and a written grievance may be submitted at Step 3 of the grievance procedure within fourteen (14) calendar days after being notified by the Company of their discharge. If not so presented the grievance shall be forfeited and waived by the aggrieved party.
- 13:07 Written agreements arrived at between the Company and the Union on the disposition of any specific grievance shall be final and binding upon the Company, the Union and the employee or employees concerned.
- 13:08 The business agent for the Union shall be entitled to represent and/or assist at any step in the grievance procedure.

13:09 As far as practical, all grievance meetings will be scheduled to have the least impact on the efficiency of operations. Employees shall be paid their regular rate of pay for all time spent attending grievance meetings during their regularly scheduled working hours.

### **ARBITRATION**

13:10 When a party desires that a grievance be submitted to arbitration, that party shall notify the other party in writing, within fifteen (15) working days after the date the decision at Step 3 of the grievance procedure was or should have been given, of its desire to submit the matter to arbitration. If no such written request for arbitration is received within the said fifteen (15) working day time limit then the grievance will be deemed to have been abandoned. Grievances shall be submitted to a single arbitrator agreed upon by the parties. If the parties cannot agree on a single arbitrator one will be chosen in rotation from a panel consisting of:

Michael Werier  
Diane Jones

13:11 If any individual of the above panel who, having been requested in his turn to act as arbitrator on an arbitration, shall be unable or unwilling to act, he shall not again be requested to act as arbitrator on any arbitration until his name comes up again on the regular rotation of the panel.

13:12 The arbitrator may determine his own procedure but shall give full opportunity to the parties to present evidence and to make representations.

13:13 In any arbitration the written representations of the aggrieved employee at Step 1 of the grievance procedure (or, in the case of a policy grievance, the written representations of the Union or the Company at Step 2 & 3) and the decision of the Plant Manager or his designate (or, in the case of a Company policy grievance, the decision of the Union) at Step 2 & 3 of the grievance procedure shall be presented to the arbitrator and the award of the arbitrator shall be confined to the issues therein set out.

13:14 The arbitrator shall not have any jurisdiction to alter, modify, amend or add to any of the provisions of this Agreement, nor to substitute any new provisions in lieu thereof nor to make any decisions inconsistent with the provisions hereof. The arbitrator shall have the authority, within the above limitations, to dispose of grievances in such manner as he may deem just and reasonable in the circumstances.

13:15 The findings and decision of the arbitrator on all arbitral questions shall be final and binding upon all parties concerned.

- 13:16 The Company and the Union shall each pay one-half (½) of the fees and expenses of the arbitrator.
- 13:17 The Parties to this agreement commit that the time limits set out in the grievance arbitration provisions of this Article 13 are mandatory and may only be extended or waived by mutual agreement in writing between the Company and the Union.
- 13:18 In cases of discrepancies between the text of the printed copies of this Agreement and the text of the original signed copies of this Agreement, the text of the original signed Agreement will prevail.

#### **ARTICLE 14 – TECHNOLOGICAL CHANGE**

- 14:01 The Union recognizes that the Company, consistent with management rights, has the right to introduce into its operations or business technological changes as defined in *The Labour Relations Act* (Manitoba). Where such changes proposed to be introduced will likely affect the security of employment of a number of employees in terms of potentially resulting in a number of terminations or layoffs of such employees, then the Company will give the Union as a minimum of ninety (90) days notice of the technological change or as soon as practicable.
- 14:02 Upon such notice being given the Company will consult with the Union with a view to limiting, minimizing or preventing the potential loss of employment opportunities for the affected employees.
- 14:03 This Article 14 is intended to assist employees affected by any technological change and accordingly Sections 83, 84 and 85 of *The Labour Relations Act* (Manitoba) do not apply during the term of this Agreement to the Company and the Union and are hereby specifically waived.
- 14:04 An employee who, because of the direct result of the introduction of technological change, is placed in a lower paid position will retain his regular rate of pay held at the time of the displacement for a period of three (3) months and, for a further period of three (3) months they will be paid an adjusted rate of pay which will be midway between the employees' regular rate of pay and the rate for the new position. At the expiry of the second three (3) month period, the regular rate for the new position will apply.
- 14:05 An employee whose employment is terminated as a direct result of the introduction of technological change shall be paid severance pay in the amount of forty (40) hours' pay at his regular rate of pay for each fifty-two (52) weeks of continuous service with the Company since his most recent date of hire to a maximum of six hundred (600) hours' pay. Employees who receive severance pay shall be entitled to no other payments from the Company and shall have no further rights under this Agreement.

## **ARTICLE 15 – SAVINGS CLAUSE/ENTIRE AGREEMENT**

15:01 Should it be determined by a court of law that it would be a violation of any legally effective Government of Canada or Province of Manitoba statute or any regulation(s) made thereunder to comply with any provision or provisions of this Agreement, the parties hereto agree to amend this Agreement for the sole purpose of making such provision or provisions conform to such Government of Canada or Province of Manitoba statute or regulation(s) thereunder, and all other provisions of this Agreement shall not be affected thereby and shall remain in full force and effect.

15:02 This Agreement may not be amended, changed, altered or qualified except in writing by the parties.

This Agreement represents the parties' full, complete and only agreement on all issues.

## **ARTICLE 16 – LEAVE OF ABSENCE**

16:01 The Company may, at its discretion, grant leave of absence without pay to any employee for legitimate reasons.

- 16:02 (a) With the exception of emergencies outside the employee's control, employees desiring time off should exhaust all paid time off opportunities prior to requesting a leave of absence. Except in case of emergency, an employee desiring a leave of absence without pay shall request leave in writing at least seven (7) calendar days prior to the requested starting date of the absence and shall submit the written request to his immediate supervisor.
- (b) The supervisor will respond as soon as practical in writing as to the approval or disapproval of the request.
- (c) Leaves of absence will be dealt with on a "first come first serve basis".
- (d) All employees on Leave of Absence shall accrue seniority, and will return to their regular position provided the employee is able to perform their regular job.
- (e) The Company may advise the Union when extended leaves of absence are granted.
- (f) The Company will grant Leave of Absence to employees who are elected as representatives to attend Union meetings and Union conventions or as a member of the Negotiating Committee of the USW in order that they may

carry out their duties on behalf of the Union. In order for the employer to replace the employee with a competent substitute the Union will give seven (7) calendar days' notice.

- 16.03 The Company agrees that subject to the requirements and efficiency of operations, where an employee has been designated in writing by the Union to attend a Union convention, conference or education seminar, a leave of absence without pay shall be granted. The Union will give the Company seven (7) calendar days advance written notice that such leave is required and the name(s) of the employee(s). The supervisor will respond as soon as practical in writing as to the approval or disapproval of the request. The time limits and/or numbers allowed off in this article may be extended by mutual agreement.
- 16:04 The Company agrees that subject to the requirements and efficiency of operations, one (1) employee shall be granted a leave of absence without pay of not more than two (2) calendar years to work in an official capacity for the Union. The Union will give the Company thirty (30) calendar days' advance written notice that such leave is required and the name of the employee and will give the Company thirty (30) calendar days' advance written notice of date the employee is to return to work. Employees granted such leave will continue to accrue seniority during the leave and will have benefit coverage terminated during the leave of absence.
- 16:05 Maternity leave and parental leave will be granted in accordance with the provisions of *The Employment Standards Code* (Manitoba).

### **BEREAVEMENT LEAVE**

- 16:06 The intent of this Article is to minimize the loss of regular pay at a time of bereavement. Therefore, pay will be made only for the regularly scheduled workdays lost during the period of bereavement. Holidays, illness, regularly scheduled days off, any leaves of absence and any other days which the employee would not otherwise have worked shall reduce, in part or in total, the number of days paid for.
- 16:07 In the event of death of an employee's wife, husband, daughter, son, ward, mother, father, legal guardian, step-mother, step-father, step-children, brother(s), sister(s), mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, grandparents-in-law and grandchildren the Company may grant such employee up to eight (8) consecutive days leave of absence with pay at the employee's regular rate of pay for any actual time lost to a maximum of four (4) days' pay for employees working twelve hour and ten hour shifts, and five (5) days pay for employees working eight hour shifts. The first day of the eight (8) consecutive days leave of absence shall be the day immediately following the death of the employee's relative, or the day immediately following the day on which the employee was first notified of the death of his relative. The Company may require proof of relationship

and the date of the funeral. Approval to delay bereavement may be granted upon written request by the employee.

In the event eight (8) consecutive days are not sufficient to attend the funeral, further leave to attend the funeral may be granted without pay.

### **CROWN WITNESS OR JURY DUTY**

16:08 A non-probationary employee who serves as a juror, coroner's witness or as a subpoenaed witness for the crown will be paid the difference between the juror, coroner's witness or crown witness fees received by the employee and his regular rate of pay for the regularly scheduled hours lost from work due to serving as a juror or subpoenaed crown witness.

16:09 In order to receive pay pursuant to Article 16:08, the employee must:

- (a) Notify the Company within three (3) working days after receipt of his jury summons or subpoena:
- (b) Present promptly to the Company satisfactory proof of service and attendance; and
- (c) Report for work when attendance in court is not required.

16:10 The days eligible for payment pursuant to Article 16:08 shall be regularly scheduled work days which the employee would otherwise have worked.

### **ARTICLE 17 - VACATIONS WITH PAY**

17:01 Employees shall be entitled to annual vacations with pay based on the length of their service with the Company since their most recent date of hire as follows:

- (a) Employees who have completed less than one (1) year of service on December 31 will be entitled to receive a prorated entitlement up to two (2) weeks or tours of vacation based on the number of months worked. Pay for this vacation will be in an amount equal to four percent (4%) of the gross wages earned and paid to the employee in the twelve (12) months immediately preceding December 31;
- (b) Two (2) weeks or tours after one (1) year of continuous service with the Company as of December 31 with pay for the two (2) weeks in an amount equal to four percent (4%) of the gross wages earned and paid to the employee in the twelve (12) months immediately preceding December 31;



- (c) Three (3) weeks or tours after four (4) years of continuous service with the Company as of December 31 with pay for the three (3) weeks in an amount equal to six percent (6%) of the gross wages earned and paid to the employee in the twelve (12) months immediately preceding December 31;
- (d) Five (5) weeks or tours after fifteen (15) years of continuous service with the Company as of December 31 with pay for the five (5) weeks in an amount equal to ten percent (10%) of the gross wages earned and paid to the employee in the twelve (12) months immediately preceding December 31;
- (e) Six (6) weeks or tours after twenty (20) years of continuous service with the Company as of December 31 with pay for the six (6) weeks in an amount equal to twelve percent (12%) of the gross wages earned and paid to the employee in the twelve (12) months immediately preceding December 31;
- (f) Employees will be eligible to receive their transition week of vacation on their anniversary date, to be taken before January 1 of the following year, with vacation pay for this week of vacation based on 2% of wages paid to the employee between their anniversary date and January 1 of the year they reach their vacation eligibility milestone. For example an employee hired on July 1, 1996 would receive their 5<sup>th</sup> week of vacation on July 1, 2011. This employee would receive vacation pay equivalent to 2% of wages paid to them between July 1, 2010 and December 31, 2010.
- (g) After one (1) year of continuous employment, time not exceeding one (1) calendar year lost by an employee as a result of an approved Weekly Indemnity claim or an accident recognized 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 work with the Company. Vacation pay will be calculated based on actual pay received by the employee from either WCB or the Weekly Indemnity provider.
- (h) Four (4) weeks or tours after seven (7) years of continuous service with the Company as of December 31 with pay for the four (4) weeks in an amount equal to eight percent (8%) of the gross wages earned and paid to the employee in the twelve (12) months immediately preceding December 31.

17:02 Employees with less than one (1) year of continuous service upon termination will receive vacation pay in accordance with the provisions of *The Employment Standards Code* (Manitoba).

- 17:03 Vacations must be taken annually on a calendar year basis January 1 – December 31, within twelve (12) months of being earned and may not be accumulated from year to year without the written approval of the Company.
- 17:04 Where a statutory holiday falls within an employee's annual vacation period and the employee would normally receive the day off with pay, such day shall not count as a vacation day. The holiday shall be taken on the day preceding or following the vacation period.
- 17:05 Each employee shall be granted and shall take his vacation at such times as determined by the Company but the Company shall, subject to the requirements and efficiency of operations, endeavour to give preference in the selection of vacation dates to employees having the most seniority in each crew or department. In order to be considered by the Company for the purposes of vacation preference employees must submit their vacation requests no later than March 31 each year. The Company will post the approved vacation schedule by April 15<sup>th</sup> each calendar year. Employees who do not submit their vacation request to the Company by March 31 each year will be given vacation preference on a first come, first serve basis. It is understood, however, that the final right to approve/determine the scheduling of all vacations is exclusively reserved to the Company to ensure the efficient and orderly operation of the Company.
- 17:06 Employees may not, without the prior written permission of the Company, take less than one (1) week or tour of vacation at any one (1) time.

#### **ARTICLE 18 – SAFETY AND HEALTH**

- 18:01 (a) The Company, the Union and the employees mutually agree to co-operate in maintaining and improving the safe working conditions in the Company's premises and in its operations. The Union agrees to support and uphold the education of the Company's rules, regulations, policies and practices concerning safety and health. Employees have the right and responsibility to work in a manner that will not endanger themselves or any other worker(s). The Company is committed to maintaining the current provisions (June 25, 2015) of Section 43 of the Workplace Safety and Health Act (Manitoba) pertaining to the right to refuse dangerous work as a minimum standard. Failure by an employee to comply with such Company rules, regulations, policies and practices may subject the employee to discipline.
- (b) The Company, employees, and the Union agree to comply with the provisions of the Manitoba Workplace Safety and Health Act. A joint Health and Safety committee, consisting of eight (8) members (four (4) from the Union and four (4) from the Company with a Co-chairman appointed by each side) will exist and will operate in accordance with the act.

- i) The joint Health and Safety Committee will be responsible for making a facility inspection on a monthly basis, and to hold a monthly meeting to review and discuss the inspections and provide recommendations for corrective action with respect to safety matters.
- ii) 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 suggestions or recommendations previously made and their current status. The Company will send a copy of the minutes to the Flin Flon Union Office upon request.
- iii) Joint Health and Safety Committee meetings and inspections will be conducted by the committee with no loss of normal earnings.

18:02 Each employee who is absent due to illness or injury shall, at least once every two (2) weeks, notify his immediate Supervisor or the Human Resource office of his condition, his progress and his probable date of return to work.

18:03 An employee injured in an accident while at work, having to leave work because of the injury and qualifying for Workers Compensation benefits as a result of the injury but not compensated by Workers Compensation for the wages lost on the day of the injury shall be paid by the Company for the hours (exclusive of any overtime hours) he would otherwise have worked on the day of the injury had he not been injured provided he reports for medical treatment to the local hospital or to a medical practitioner and returns to work immediately following treatment (if so authorized by the attending physician) or at a time designated by the attending physician. The employee shall immediately notify the Company of when he will be returning. If requested by the Company, the employee shall provide a medical certificate completed by the employee's doctor in order to be eligible for pay under this Article 18.03 and the Company will be responsible for the cost of the medical certificate.

18:04 The Company may require an employee to undergo a medical examination by a duly qualified Independent Medical Practitioner. This may be required by the Company when it decides that it is necessary to establish the state of health of an employee or as a safeguard for other employees or to determine the cause of excessive absenteeism and to confirm that the employee is receiving proper medical treatment. The employee may supply additional pertinent information from his family physician to aid in determining their current medical status. Such requested examinations will be at the cost of the Company.

18:05 The Company will reimburse each regular employee following one (1) year of continuous service and each successive year thereafter up to the sum of two hundred and twenty five dollars (\$225.00) towards the purchase of approved safety footwear.

An employee may carry over their annual entitlement for one year for a maximum allowance of \$450 in a two-year period; no further carryover will be considered.

18:06 The Company will reimburse employees requiring prescription safety eye glasses for the cost of purchasing approved prescription safety glasses once per calendar year.

18:07 (a) The Company will establish a program to provide coveralls to each tradesman, apprentice and oiler. This program will provide each tradesman, apprentice and Oiler with three (3) pairs of clean coveralls per week. The cost of this program will be paid by the Company.

(b) For all non-maintenance employees the Company will establish a program allowing employees to choose one of two (2) options:

1. A total of three (3) pairs of coveralls paid by the Company (including cleaning), or,
2. Receive an annual clothing allowance of \$200.00

Employees will have the opportunity to review their choice in December of each year for the coming year. No other revisions will be allowed throughout the year. If an employee opts out of the coverall option they will be required to return the coveralls to the Company.

#### **ARTICLE 19 – GENERAL HOLIDAYS**

19:01 (a) The following days will be observed as paid holidays for employees:

New Year's Day	Labour Day
Louis Riel Day	Remembrance Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

If, during the life of this Agreement, a general holiday should be declared by government, which is not listed above, such holiday shall be observed and paid by the Company under the same terms and conditions as apply to the holidays which are listed above. The addition of a general holiday will result in the removal a floating holiday for each additional general holiday added.

(b) In addition to the general holidays listed above, on January 1<sup>st</sup> of each year each employee shall receive three (3) floating holidays to be taken at a time

mutually agreed between the Company and the employee. Floating holidays must be taken in the calendar year they are earned.

- (c) Employees should submit written requests for floating holidays at least one (1) week in advance of the time they desire to take off. The Company will confirm the status of the employees request as soon as practicable, in any event the status of the employees request will be responded to in writing within 3 working days, along with the reason for the denial (if denied). It is understood by both parties the vacation approval process takes precedence over first come first serve Floating holiday requests. Floaters requested prior to the March 31<sup>st</sup> vacation approval deadline for anytime after March 31<sup>st</sup> will not be approved until after April 15<sup>th</sup>. Floating holidays will be granted on a first come first serve basis and will not interfere with the efficiency of the operation. Employees will be paid at their regular rate of pay based on their normal hours of work for floating holidays.

On the August Civic Holiday the Company will allow all employees classified as day workers the opportunity to take a floating holiday if they desire and it is requested at least two weeks in advance.

- (d) All full time permanent employees are eligible to receive a prorated portion of the annual floating holiday entitlement after 3 months of continuous employment. The employee’s date of hire will determine their 1<sup>st</sup> year floating holiday entitlement based on the following guidelines:

<b>DATE OF HIRE</b>	<b>FLOATING HOLIDAY ELIGIBILITY (After 3 months continuous employment)</b>
January 1 <sup>st</sup> – March 31 <sup>st</sup>	3
April 1 <sup>st</sup> – June 30 <sup>th</sup>	2
July 1 <sup>st</sup> – September 30 <sup>th</sup>	1
October 1 <sup>st</sup> – December 31 <sup>st</sup>	0

19:02 In order to qualify for payment for any of the holidays referred to in Article 19.01, the employee must:

- (a) Have worked at least ten (10) working days out of the previous thirty (30) calendar days immediately preceding the holiday;
- (b) Have worked on his last scheduled shift immediately preceding the holiday and his first scheduled shift immediately following the holiday except where the employee is absent for a reason acceptable to the Company; and

- (c) Have reported for work after having been called to work on the day of the holiday, except where the employee is absent due to layoff, illness, bereavement, crown witness or jury duty.
- 19:03 When a paid holiday occurs on a Saturday or Sunday, the holiday may be observed on the preceding Friday or following Monday as determined by the Company.
- 19:04 An employee who complies with the qualifications set forth in Article 19.02 shall be paid for each of the holidays referred to in Article 19.01 an amount equivalent to his regular rate of pay for the number of straight time hours in his normal work day.
- 19:05 In the event that a statutory holiday falls on an employee's regular day off, the employee will receive statutory holiday pay and will be entitled to receive a day off without pay at a time mutually agreeable to the Company and the employee. This time off must be taken on a regularly scheduled work day and can not result in the paying of overtime to any employee. Employees must take this time off within a year of it being earned.

**ARTICLE 20 – GROUP BENEFITS & PENSION PLAN**

- 20:01 The Company shall continue, for the duration of this Agreement, to make available to non-probationary employees, in their present form or in no less beneficial form, the benefits currently contained in Sun Life Group Benefit Plan for Swan Valley Hourly Employees Policy number 045095-505 (i.e., life insurance, health insurance, dental insurance, ...), the benefits currently contained in AIG Insurance Company of Canada Policy number BSC 911 02 38 & PAI 911 02 39 (i.e. basic and voluntary accidental death and dismemberment insurance) and Group Pension Plan GA 6998-1-RPP for all eligible employees as such eligibility is defined in the said Group Benefit and Pension Plans. It is understood that the Company fulfils its obligations under this provision by obtaining a plan or plans which provide the benefits referred to above and continuing to pay the premiums for the benefits. Effective February 1, 2011, STD premiums will be paid 100% by the employee. In all respects the benefits shall be administered in accordance with the rules and regulations of the plan or plans obtained by the Company, said plan or plans forming a part of this Agreement.
- 20:02 The Company and the Union agree to meet annually to review the administrative services and performance of the Swan Valley SmartSide® hourly employee's pension plan service provider.
- 20:03 *The Company agrees to amend the Group Pension Plan GA 6998-1-RPP to allow for voluntary employee contributions subject to applicable legislation.*

**20:04 Pension Plan #1 – Current Employees**

The current pension plan of 7% Company contribution with provisions for voluntary contributions as set forth in 20:03 will be maintained at the current Company contribution level for employees on the payroll as of June 30, 2002. Should an employee sever their employment and later be re-employed at the facility, such employee shall be eligible for the pension plan in effect for new employees at the time of re-hire.

**Pension Plan #2 - Employees Hired after July 1, 2002**

**RPP** - Company Contribution of 2.5%

**GRRSP** – Company match 50 % of employee contribution to a maximum of 3.5% Company contribution. (i.e.- If an employee contributes 7% - The Company would contribute 3.5% for a total of 13%)

20:05 The Company agrees to amend the Group Benefit Plan for Swan Valley Hourly Employees to allow for employees to voluntarily purchase at their cost Optional Group Term Life Insurance. Such program shall be subject to the rules and regulations of the carrier selected by the Company.

20:06 The Company agrees to maintain the benefit plan for Swan Valley SmartSide hourly employees as follows:

- (a) The Company will provide up-to-date copies of the insurance plans as they become available.
- (b) Weekly Indemnity will be capped at \$700.
- (c) Optical care including frames and lenses every two consecutive calendar years; maximum will be capped at \$325.
- (d) Ambulance service will be maintained at 100%.
- (e) Coverage will be provided for a private hospital room when a semi-private room is not available.
- (f) In the event an employees Weekly Indemnity cheque is delayed by more than two weeks following the completion and submission of all required documentation the Company agrees to advance the equivalent amount to the employee. The employee agrees to sign a reimbursement agreement and to repay all monies advanced.
- (g) Employees in receipt of benefit coverage who are laid off will have their core benefit coverage (medical and dental only) maintained for three (3) months following the end of the month from the date of lay-off. Thereafter, a laid-off employee may elect to maintain the core benefit coverage provided by the

Company during the recall period, in accordance with plan text, at their own expense.

#### **ARTICLE 21 – TRAINING AND DEVELOPMENT**

- 21:01 Often employees are required to attend meetings or training sessions as part of their job or the team they are on. Employees who attend such meetings or training sessions will suffer no loss of regular pay or overtime pay while in attendance at those meetings or training sessions. Employees traveling off site to attend overnight(s) meetings or training sessions will have their compensation predetermined by the Company for the period they are traveling.
- 21:02 The Company requires that the trades people will use quality tools. If a trades person damages or breaks a tool through use during the regular course of employment, the tool will normally be replaced through warranty. If for some reason the tool warranty does not cover the damage and the tool can not safely or efficiently perform the job for which it was designed, then the Company will replace the tool or will substitute a tool of similar quality at no cost to the employee. The Company will endeavor to have the tools replaced within a reasonable period of time.
- 21:03 The Company will reimburse each tradesman and apprentice a maximum of three hundred and fifty dollars (\$350.00) each calendar year for the purchase of tools associated with their trade.

#### **ARTICLE 22– DURATION OF AGREEMENT**

- 22:01 This Collective Agreement shall be in effect from date of signing to January 31, 2027.
- 22:02 All changes made to the collective agreement both during the life of the agreement and during the course of negotiations will be effective on the date of ratification by both parties unless otherwise expressly agreed to by both parties.
- 22:03 Either party to this Agreement may give notice not more than ninety (90) days, before the expiry date of this agreement in writing to the other party to commence collective bargaining; within thirty (30) days of this notice both parties agree to commence collective bargaining with the view to renewal or revision of the Agreement



**SCHEDULE "A" – WAGES AND CLASSIFICATIONS**

<b>Group #</b>	<b>Position</b>	<b>Effective 1-Feb-20 2.50%</b>	<b>Effective 1-Feb-21 2.00%</b>	<b>Effective 1-Feb-22 2.00%</b>	<b>Effective 1-Feb-23 2.25%</b>	<b>Effective 1-Feb-24 2.50%</b>	<b>Effective 1-Feb-25 2.75%</b>	<b>Effective 1-Feb-26 3.00%</b>
1	Probationary Labourer	\$24.10	\$24.58	\$25.07	\$25.63	\$26.27	\$26.99	\$27.80
2	Janitor Labourer	\$26.43	\$26.96	\$27.50	\$28.12	\$28.82	\$29.61	\$30.50
3	Plate Wash Utility Parts Runner	\$28.97	\$29.55	\$30.14	\$30.82	\$31.59	\$32.46	\$33.43
4	Green End Relief Stores Clerk QC Utility Finishing Utility	\$29.83	\$30.43	\$31.04	\$31.74	\$32.53	\$33.42	\$34.42
5	Waferizer/Debarker Op Knife Grinder Warehouse Trucker Yard Utility Truck/Wrap/Grader (TWG) T&G Truck/Wrap/Grader (T&G TWG) Dry End Relief	\$32.35	\$33.00	\$33.66	\$34.42	\$35.28	\$36.25	\$37.34
6	Enviro Tech T&G Operator Oiler - Entry Level Paint Tech	\$33.60	\$34.27	\$34.96	\$35.75	\$36.64	\$37.65	\$38.78
7	Line Operator Thermal System Utility QC Tech Oiler MLT Level 1	\$34.97	\$35.67	\$36.38	\$37.20	\$38.13	\$39.18	\$40.36
8	Press Operator Process Technician	\$36.81	\$37.55	\$38.30	\$39.16	\$40.14	\$41.24	\$42.48
9	Unticketed Tradesman	\$39.12	\$39.90	\$40.70	\$41.62	\$42.66	\$43.83	\$45.14
10	Ticketed Tradesman	\$43.34	\$44.21	\$45.09	\$46.10	\$47.25	\$48.55	\$50.01

**Apprenticeship Rates**

<b>1st Yr</b>	\$31.03	\$31.65	\$32.28	\$33.01	\$33.84	\$34.77	\$35.81
<b>2nd Yr</b>	\$33.65	\$34.32	\$35.01	\$35.80	\$36.70	\$37.71	\$38.84
<b>3rd Yr</b>	\$35.88	\$36.60	\$37.33	\$38.17	\$39.12	\$40.20	\$41.41
<b>4th Yr</b>	\$39.62	\$40.41	\$41.22	\$42.15	\$43.20	\$44.39	\$45.72

**Leadhand Premium = \$1.50/hr above the top rate of employee supervised**

## **APPENDIX "B"**

### **APPRENTICESHIP PROGRAM**

#### **Applicability**

This program applies to all hourly employees of Swan Valley SmartSide enrolled in Apprenticeship Programs in the trades as required.

#### **Philosophy**

Apprenticeship training will provide employees with the opportunity to increase their skill levels in order to assist them in maximizing the value they add to the operation while increasing their earning potential.

#### **Policy**

The Company will determine, at its sole discretion, the number of apprentices to be included in the program at any given time.

The term of each apprentice's training will be in accordance with the Manitoba Department of Entrepreneurship, Training & Trade (ETT) Apprenticeship Manitoba legislation.

All journeypersons are required to provide and maintain a full kit of personal tools necessary to perform the job for which they are hired. Apprentices shall be required to have and maintain a basic tool kit and be in general process of building up the necessary tools to be equipped for the job. Tools must be acquired year-by-year as required by code or the apprenticeship branch.

Applicants to an apprenticeship program will be required to score a minimum of 75% on an aptitude test and pass Apprenticeship Manitoba Essential Skills assessment for entrance to the trades. The successful applicant will be selected at the sole discretion of the Company from applicants meeting test requirements. Seniority will be given due consideration in the selection process.

There shall 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. The company will make no capital investment in training or tools until successful completion of the probationary period. During the probationary period, any candidate who fails to meet the Company's requirements will be returned to his previous job.

The Company will support apprentices attending approved trades school in the following manner for full time attendance:

### **Continuation of Wages**

1. Apprentices attending Trade School shall continue to be paid by the Company, however, apprentices shall receive eighty percent (80%) of their regular hourly rate (maximum eight (8) hours per day) while attending school.
2. At the end of their school term apprentices shall be eligible to be reimbursed an additional one percent (1%), of normal earnings described in #1 above, for each % point their aggregate average exceeds 70%. The total reimbursement an employee receives cannot exceed 100% of their normal wage rate for the period of time they are in school.

**Example #1** - An employee attends school and receives an aggregate mark of 80% during their school term the employee would receive the 80% of their regular wages plus an additional 10% of their regular wages for a total of 90% of their regular wage for this period.

**Example #2** - An employee attends school and receives an aggregate mark of 90% during their school term the employee would receive the 80% of their regular wages plus an additional 20% of their regular wages for a total of 100% of their regular wage for this period.

**Example #3** - An employee attends school and receives an aggregate mark of 93% during their school term the employee would receive the 80% of their regular wages plus an additional 20% of their regular wages for a total of 100% of their regular wage for this period.

### **Living Allowance**

Employees who attend school and must maintain a second residence shall be paid a living allowance of \$250/week they are in school.

### **Continuation in Program**

In the event an employee fails to achieve a passing grade at any level of the apprenticeship they will be given a twelve (12) month period to rewrite the exam and achieve a passing grade, rewrite fees will be the responsibility of the apprentice. Failure to achieve a passing grade (70% in all courses) following a rewrite shall result in the employee being permanently removed from the program. Employees removed from the program will be allowed to exercise their seniority in accordance with 11:01(c).

**LETTER OF AGREEMENT NO. 2005 - 01**

***SUBJECT: Students – Vacation Relief***

During the term of this Agreement the Company may utilize students for vacation relief and temporary manpower as required. Employees designated by the Company as relief may be hired for a maximum 160 calendar days in any one calendar year period.

Relief employees will not be required to pay union initiation or benevolent fund fees but will be required to pay regular monthly dues. Seniority rights will not be recognized nor will relief employees be eligible for benefits.

Relief employee performance will be evaluated each calendar year.

***Executed this 20<sup>th</sup> day of January, 2004***



**USWA / IWA Local 1-324**



**Louisiana Pacific Canada Ltd**

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT.

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_ 2022.

**Louisiana-Pacific Canada Ltd.**

**United Steelworkers**

**Swan Valley SmartSide**

**Local 7106-12**

\_\_\_\_\_  
Jeff Roos

\_\_\_\_\_  
Matt Winterton

\_\_\_\_\_  
Kevin Betcher

\_\_\_\_\_  
Tom Davie

\_\_\_\_\_  
Chris Eisner

\_\_\_\_\_  
Pirkko Poikonen

\_\_\_\_\_  
Cassidy Delaurier

\_\_\_\_\_  
Clint Fedoriw

\_\_\_\_\_  
Gillian Kenny

\_\_\_\_\_  
Derek Kajtar

\_\_\_\_\_  
Gary Hominuk